



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 1.

An Act for authorizing Building and Improving Leases and Sales of certain Parts of the Estates at *Darlington* and *Barnard Castle* in the County of *Durham*, and at *Wolverhampton* in the County of *Stafford*, comprised in or subject to certain Deeds of Settlement and the Will of the late *William Harry* First Duke of *Cleveland*; and for other Purposes. [25th July 1867.]

WHEREAS by Indentures of Lease and Release and Settlement, dated respectively the Third and Fourth Days of *November* One thousand eight hundred and nine, the Release and Settlement being made between the Most Noble *William Harry* First Duke of *Cleveland* (then Earl of *Darlington*) of the First Part, the Most Noble *Henry* Second Duke of *Cleveland*, then called Viscount *Barnard*, the eldest Son and then Heir Apparent of the said *William Harry* First Duke of *Cleveland*, of the Second Part, the Right Honourable *John* Earl *Poulett* and the Honourable Lady *Sophia* *Poulett*, eldest Daughter of the said Earl *Poulett*, of the Third Part, *Thomas* *Scarth* (since deceased) and *Thomas* [Private.]

Settlement in contemplation of Marriage of Henry Second Duke of Cleveland, dated 4th November 1809.

Duke of Cleveland's Estate.

Freshfield Scarth of the Fourth Part, *James O'Callaghan* of the Fifth Part, the Right Honourable *John Lord Rolle* and the Right Honourable *John Lord Boringdon* of the Sixth Part, the Right Honourable *Henry Earl of Ilchester* and *John Madocks* Esquire of the Seventh Part, the Right Honourable *John Earl of Westmoreland* and *George Pocock* Esquire of the Eighth Part, the said *James O'Callaghan* and *Thomas Lloyd* Esquire of the Ninth Part, and the said *Henry Earl of Ilchester* and *John Viscount Hinton*, eldest Son of the said *John Earl Poulett*, of the Tenth Part, (being the Settlement executed previously to and in contemplation of the Marriage then intended and shortly afterwards solemnized between the said *Henry Second Duke of Cleveland* and the said *Lady Sophia Poulett*;) in consideration of the said then intended Marriage, and for the other Considerations therein mentioned, divers Manors, Messuages, Lands, Tithes, Farms, and Hereditaments, and Fee-farm Rents, situate in or arising out of Hereditaments situate in the Counties of *Durham*, *Salop*, *Stafford*, *Northampton*, *Montgomery*, *Chester*, and *Middlesex*, of great Extent and Value, all which said Hereditaments are herein-after referred to as the Settled Estates, were limited and assured by the said *William Harry* First Duke of *Cleveland* and the said *Henry Second Duke of Cleveland* unto the said *Thomas Scarth* and *Thomas Freshfield Scarth*, their Heirs and Assigns, 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, Provisoes, Declarations, and Agreements therein-after limited, declared, and contained of and concerning the same (but nevertheless subject and without Prejudice to the several Charges and Incumbrances to which the same were then subject or liable, but all of which have since been discharged or have determined); that is to say (amongst or after divers Uses, Trusts, and Powers which have since ceased or been satisfied, or in the Events which have happened have become incapable of taking effect), to the Use of the said *William Harry* First Duke of *Cleveland* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Scarth* and *Thomas Freshfield Scarth*, and their Heirs, during the Life of the said *William Harry* First Duke of *Cleveland*, upon trust to preserve contingent Remainders; with Remainder to the Use of the said *Henry Second Duke of Cleveland* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Scarth* and *Thomas Freshfield Scarth* during the Life of the said *Henry Second Duke of Cleveland*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said *Henry Second Duke of Cleveland* on the Body of the said *Lady Sophia Poulett* to be begotten, successively in Tail Male, with Remainder to such Uses

as

Duke of Cleveland's Estate.

as the said *William Harry* First Duke of *Cleveland* and *Henry* Second Duke of *Cleveland* should by Deed, sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, jointly appoint, with Remainder to the Use of the First and every other Son of the Body of the said *Henry* Second Duke of *Cleveland* to be begotten upon the Body of any Woman whom he might marry after the Decease of the said *Lady Sophia Poulett*, successively in Tail Male, with Remainder to the Use of the Most Noble *William John Frederick Powlett* (then *Vane*), afterwards Third Duke of *Cleveland*, the Second Son of the said *William Harry* First Duke of *Cleveland*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Scarth* and *Thomas Freshfield Scarth*, their Heirs and Assigns, during the Life of the said *William John Frederick Powlett* Third Duke of *Cleveland*, in trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *William John Frederick Powlett* Third Duke of *Cleveland*, successively in Tail Male, with Remainder to the Use of the Most Noble *Harry George Powlett* Fourth and present Duke of *Cleveland*, in the said Indenture of Settlement called *Harry* the Third Son of the said *William Harry* First Duke of *Cleveland*, and his Assigns, for Life, without Impeachment of Waste, with Remainder to the Use of the said *Thomas Scarth* and *Thomas Freshfield Scarth*, their Heirs and Assigns, during the Life of the said *Harry George Powlett* Duke of *Cleveland*, in trust to preserve contingent Remainders, with Remainder to the Use of the First and every other Son of the said *Harry George Powlett* Duke of *Cleveland*, successively in Tail Male, with Remainder to the Use of the First and every other Son successively in Tail Male of the said *William Harry* First Duke of *Cleveland* to be begotten on the Body of any Wife with whom he might thereafter intermarry, with Remainder to the Use of the said *William Harry* First Duke of *Cleveland*, his Heirs and Assigns for ever; and in the said Indenture was contained a Power for the said *Henry* Second Duke of *Cleveland* at any Time after the Decease of the said *William Harry* First Duke of *Cleveland*, or in his Lifetime with his Consent, by any Deed or Writing to be executed in the Presence of Two or more Witnesses, to charge, amongst other Hereditaments, all or any of the said several Manors or Hereditaments in the said County of *Durham* with the Payment of any Sum not exceeding Thirty thousand Pounds, with Interest at the Rate of Five Pounds *per Centum per Annum*, to be paid as the said *Henry* Second Duke of *Cleveland* should think fit, and also by the same or any other Deed so executed as aforesaid to grant the said Hereditaments which should be so charged with any Sum as aforesaid or to limit the same to any Person or Persons for any Term, without Impeachment of Waste, for securing the same Sum

[*Private.*]

b

or

Duke of Cleveland's Estate.

or Sums, with Interest; and in the said Indenture of Settlement was contained a Power for the said *Harry George Powlett* Duke of *Cleveland*, when he should be entitled in Possession or in Remainder immediately expectant on the Determination of the Estates therein-before limited, during the Life of the said *William Harry* First Duke of *Cleveland*, with the Consent of the said *William Harry* First Duke of *Cleveland* during his Life, to charge as therein mentioned the said Settled Estates with the Payment of such Sums of Money as therein mentioned for Portion or Portions for the Child or Children of the Body of him the said *Harry George Powlett* Duke of *Cleveland* lawfully to be begotten, except an eldest or only Son, and also with a Jointure not exceeding the annual Sum of Four thousand Pounds for any Woman whom he might marry; and in the said Indenture of Settlement was also contained a Power for the said *William John Frederick Powlett* Third Duke of *Cleveland*, when in possession or entitled to the Possession of all or any of the said Settled Estates, by virtue of the Limitations aforesaid (but subject and without Prejudice as aforesaid), by any Deed or Instrument in Writing, attested by Two or more Witnesses, to charge all or any Part of the said Settled Estates with the following Sum, (that is to say,) if the said *Henry* Second Duke of *Cleveland* should have exercised the Power given to him of charging the said Estates with the said Sum of Thirty thousand Pounds (which Event happened), with the Payment of any Sum or Sums not exceeding Fifteen thousand Pounds, with Interest for the same Sum or Sums after the Rate of Five Pounds *per Centum per Annum*, to be paid, applied, and disposed of as he the said *William John Frederick Powlett* Third Duke of *Cleveland* should think fit, and also to make any Demise or Grant of the said Hereditaments which he should so charge to any Person or Persons for any Term or Number of Years, without Impeachment of Waste, for the raising or securing the same Sum or Sums of Money, with Interest; and in the said Indenture of Settlement was also contained a Power for the said *Harry George Powlett* Duke of *Cleveland*, in like Cases and in like Manner, to charge all or any Part of the said Settled Estates with the following Sum, (that is to say,) if the said *Henry* Second Duke of *Cleveland* and *William John Frederick Powlett* Third Duke of *Cleveland*, or either of them, should have exercised the Power last aforesaid (which Events happened), then only with the Payment of any Sum or Sums of Money not exceeding Fifteen thousand Pounds, with Interest for the same Sum or Sums respectively after the Rate of Five Pounds *per Centum per Annum*, to be paid, applied, and disposed of as he the said *Harry George Powlett* Duke of *Cleveland* should think fit, and by the same or any other such Deed or Instrument in Writing to make any Demise or Grant of the said Hereditaments which he should so charge with any Sum of Money

Duke of Cleveland's Estate.

as aforesaid or to limit the same Hereditaments to any Person or Persons for any Term or Number of Years, without Impeachment of Waste, for the raising and securing the same Sum or Sums of Money, with Interest: And whereas the said Marriage between the said *Henry Second Duke of Cleveland* and the said *Lady Sophia Poulett* was duly solemnized shortly after the Execution of the said Indenture of Settlement, (namely,) on the Eighteenth Day of *November* One thousand eight hundred and nine: And whereas the said *William Harry First Duke of Cleveland* in the Month of *July* One thousand eight hundred and thirteen intermarried with *Elizabeth Russell*, but there never was any Issue of such Marriage: And whereas by an Indenture dated the Twenty-ninth Day of *June* One thousand eight hundred and fifteen, and made between the said *William Harry First Duke of Cleveland*, then Earl of *Darlington*, and *Henry Second Duke of Cleveland* (then called *Viscount Barnard*), of the First Part, the said *William John Frederick Powlett Third Duke of Cleveland*, then the Honourable *William John Frederick Powlett*, of the Second Part, and the Right Honourable *William Earl of Lonsdale* and the Right Honourable *Lady Caroline Lowther*, One of the Daughters of the said *William Earl of Lonsdale*, of the Third Part, in exercise and execution of the Power and Authority to the said *William Harry First Duke of Cleveland* and *Henry Second Duke of Cleveland* by the said Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and nine given or limited immediately after the Limitations therein contained to the Sons of the said *Henry Second Duke of Cleveland* by his said Wife, successively in Tail Male, they the said *William Harry First Duke of Cleveland* and *Henry Second Duke of Cleveland*, after reciting certain Powers of jointuring and charging Portions limited to the said *William John Frederick Powlett Third Duke of Cleveland* by the said Settlement, did, in lieu thereof, (amongst other Limitations, which afterwards became incapable of taking effect,) declare, direct, and appoint that it should be lawful for the said *William John Frederick Powlett Third Duke of Cleveland*, by Deed or Will or Codicil if he should become Earl of *Darlington* (to which Title he succeeded when he became Duke of *Cleveland*), to charge such of the said Settled Estates as were situate in the said County of *Durham* (in the Events which happened) with Payment of a Jointure after the Decease of him the said *William John Frederick Powlett Third Duke of Cleveland*, not exceeding the annual Sum of Four thousand Pounds, to any Woman with whom he the said *William John Frederick Powlett Third Duke of Cleveland* might intermarry, with the usual Powers of Entry and Distress for Recovery of the same in case of Nonpayment thereof, and to limit or appoint the same Hereditaments so to be charged to any Person or Persons, for any Term or Terms of Years, upon trust

Indenture,
dated
29th June
1815.

to

Duke of Cleveland's Estate.

Indenture,
dated
30th June
1815.

to raise by Sale or Mortgage the Arrears of the said annual Sum or Rentcharge: And whereas by an Indenture dated the Thirtieth Day of *June* One thousand eight hundred and fifteen, and made between the said *William John Frederick Powlett*, afterwards Third Duke of *Cleveland*, then the Honourable *William John Frederick Powlett*, of the First Part, the said *William Harry* First Duke of *Cleveland*, then Earl of *Darlington*, of the Second Part, the said *William* Earl of *Lonsdale* and Lady *Caroline Lowther* of the Third Part, *John* Earl of *Westmoreland* and *William* Viscount *Lowther*, eldest Son of the said *William* Earl of *Lonsdale*, of the Fourth Part, and *Francis Forester* and *George Petre* of the Fifth Part, the said *William John Frederick Powlett* Third Duke of *Cleveland*, with the Consent of the said *William Harry* First Duke of *Cleveland*, among other things exercised the Powers of jointuring given to him by the lastly herein-before recited Indenture in favour of the said Lady *Caroline Lowther*, his then intended Wife, and by the same Indenture the said Hereditaments situate in the said County of *Durham* were limited to and vested in the said Earl of *Westmoreland* and Viscount *Lowther*, their Executors, Administrators, and Assigns, for a Term of One hundred Years, for securing the said Jointure: And whereas a Marriage between the said *William John Frederick Powlett* Third Duke of *Cleveland* and the said Lady *Caroline Lowther*, now Duchess Dowager of *Cleveland*, was solemnized shortly after the Execution of the last-mentioned Indenture: And whereas by an Indenture dated the Fifth Day of *December* One thousand eight hundred and twenty-six, and made between the said *Henry* Second Duke of *Cleveland*, then called Viscount *Barnard*, of the First Part, the said *William Harry* First Duke of *Cleveland*, then Earl of *Darlington*, of the Second Part, and the Honourable Lady *Augusta Poulett* Spinster of the Third Part, in consideration of the Sum of Ten thousand Pounds by the said Lady *Augusta Poulett* paid to the said *Henry* Second Duke of *Cleveland*, he the said *Henry* Second Duke of *Cleveland*, in exercise and Part Execution of the Power given or reserved to him by the said Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and nine, with the Consent of the said *William Harry* First Duke of *Cleveland*, did subject and charge the Hereditaments therein-after described, and intended to be thereby appointed and demised, with their Appurtenances, with the Payment to the said Lady *Augusta Poulett*, her Executors, Administrators, and Assigns, of the Sum of Ten thousand Pounds, Part of the Sum of Thirty thousand Pounds authorized to be charged by the said *Henry* Second Duke of *Cleveland* as aforesaid, and Interest for the said Sum of Ten thousand Pounds after the Rate of Five Pounds *per Centum per Annum*, and did limit and appoint, among other Hereditaments therein described, all that the Manor or Lordship of *Raby*, and all the Manors, Messuages, Lands,

Indenture,
dated
5th Decem-
ber 1826.

Duke of Cleveland's Estate.

Lands, Tenements, Rents, and Hereditaments whatsoever in the County Palatine or Bishopric and County of *Durham* aforesaid then called or known by the Name of the Lordship of *Raby*, and also all the Town or Township of *Darlington*, Parcel or reputed Parcel of the said Lordship or Manor of *Raby* in the said County Palatine or Bishopric of *Durham*, and also all the Messuages, Lands, Tenements, or Hereditaments whatsoever situate and being in or within the said Town or Township of *Darlington* which at any Time theretofore were the Lands and Inheritance of Sir *Harry Vane* the elder, deceased, or of any other Person or Persons whatsoever in trust for him and his Heirs, and which at any Term theretofore were the Lands of *Gilbert Lord Barnard* deceased, and afterwards of *Harry Earl of Darlington*, the Father, and since of *Harry Earl of Darlington*, the Son, his Assigns or Under-tenants, with their and every of their Appurtenances, unto the said Lady *Augusta Poulett*, her Executors, Administrators, and Assigns, for a Term of Five hundred Years, without Impeachment of Waste, subject to a Proviso for Redemption and for Cesser of the said Term of Five hundred Years, on Payment to the said Lady *Augusta Poulett*, her Executors, Administrators, or Assigns, of the full Sum of Ten thousand Pounds on the Fifth Day of *June* One thousand eight hundred and twenty-seven, together with Interest in the meantime half-yearly at Five Pounds *per Centum per Annum*: And whereas the said Principal Sum of Ten thousand Pounds, and the Interest thereof, and the Securities for the same, were, by virtue of Indentures dated the Fifth Day of *June* One thousand eight hundred and thirty-one and the Sixteenth Day of *December* One thousand eight hundred and forty-three, and a Deed Poll also of the Sixteenth Day of *December* One thousand eight hundred and forty-three, all endorsed on the said Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-six, assigned and transferred unto the late *Gerard Blisson Wharton*, his Executors, Administrators, and Assigns, nevertheless upon trust for the said *Henry* Second Duke of *Cleveland*, his Executors, Administrators, and Assigns, and by an Indenture dated the Fifteenth Day of *June* One thousand eight hundred and sixty-four the said *Gerard Blisson Wharton* assigned and transferred the same to *Morgan Vane* Esquire: And whereas the Manors, Lands, Tithes or Tithe Rent-charges, and Hereditaments, specified in the Schedule to this Act annexed, are Portions of the said Settled Estates: And whereas the said *Thomas Scarth*, One of the Trustees of the said Settlement, of the Fourth Day of *November* One thousand eight hundred and nine, died on or about the Twenty-ninth Day of *January* One thousand eight hundred and thirty-five, leaving the said *Thomas Freshfield Scarth*, his Co-Trustee under the same Indenture, him surviving: And whereas the said *William Harry* First Duke of *Cleveland*, by his Will, dated the Fifteenth Day of *June* One thousand eight

Indentures,
dated
5th June
1831 and,
16th Decem-
ber 1843.

Indenture,
dated
15th June
1864.

[Private.]

c

hundred

Duke of Cleveland's Estate.

hundred and thirty-six, devised all his Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments, whatsoever and wheresoever, which, as Owner of or in execution of any Power or otherwise, he was competent to dispose of for an Estate of Inheritance, including his Reversion in Fee Simple in the Manors, Messuages, Farms, Lands, Tenements, Advowsons, and Hereditaments comprised in the said Settlement of the Fourth Day of *November* One thousand eight hundred and nine (except certain Hereditaments therein-after otherwise disposed of, not including the Hereditaments comprised in the said Schedule to this Act), unto and to the Use of the Right Honourable *Henry* Lord *Brougham and Vaux* and *Thomas Metcalfe* and *Gerard Blisson Wharton* (in the Will by Mistake called *Gerrard Blissatt Wharton*), both since deceased, their Heirs and Assigns for ever, in trust for his the Testator's Second Son the said *William John Frederick Powlett* Third Duke of *Cleveland*, in the Will called *William John Frederick Powlett*, and his Assigns, for his Life, without Impeachment of Waste, with Remainder in trust for the First and every other Son born in his (the Testator's) Lifetime or in due Time after his Decease of the said *William John Frederick Powlett* Third Duke of *Cleveland*, and the Issue Male of every such Son, as therein more particularly mentioned, and on Failure of such Issue in trust for every Son of the said *William John Frederick Powlett* Third Duke of *Cleveland* not born in his (the Testator's) Lifetime or in due Time after his Decease, and the Issue Male of every such Son successively, and on Failure of such Issue in trust for his (the Testator's) Third Son the said *Harry George Powlett* Duke of *Cleveland*, in the Will called *Harry Vane*, and his First and every other Son whether born in his (the Testator's) Lifetime or in due Time after his Decease, or not so born, and the Issue Male of every such Son, for the same Estate and in the same Order as his said Hereditaments were limited for the said *William John Frederick Powlett* Third Duke of *Cleveland*, and his Sons, and their Issue Male respectively, and on Failure of such Issue in trust for his (the Testator's) eldest Son the said *Henry* Second Duke of *Cleveland*, in the Will called *Henry* Earl of *Darlington*, and his First and every other Son, whether born in his (the Testator's) Lifetime or in due Time after his Decease, or not so born, and the Issue Male of every such Son, for the same Estates and in the same Order as his said Hereditaments were therein-before limited for the said *William John Frederick Powlett* Third Duke of *Cleveland*, and his Sons, and their Issue Male respectively, and on Failure of such Issue in trust to pay out of his said Estates to *Henry William* (in the Will called *Henry*) *Forester*, the only Son of his (the Testator's) late Daughter Lady *Louisa Catherine Barbara Forester* (in the Will called Lady *Louisa Forester*), and his Assigns, for the Term of his natural Life, or until he should become entitled in Possession to the Estate for his
Life

Duke of Cleveland's Estate.

Life therein-after limited for him and his Assigns of and in the same Hereditaments, One Annuity or clear yearly Sum of Four thousand Pounds by half-yearly Payments, clear of all Deductions, with such Provisions and Remedies for the Recovery thereof as therein mentioned, and subject to such Annuity in trust for *Frederick Acclom Milbank*, Second Son of his (the Testator's) Daughter *Lady Augusta Henrietta Milbank* (in the Will called *Lady Augusta Milbank*) by *Mark Milbank* Esquire, and his Assigns, for his Life, without Impeachment of Waste, with Remainder in trust for the First and every other Son of the said *Frederick Acclom Milbank* and the Issue Male of every such Son, so that every elder Son and his Issue Male might be preferred to every younger Son and his Issue Male, and on Failure of such Issue in trust for *Henry John Milbank*, Third Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*, and his First and every other Son, for the same Estate and in the same Order as the said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male, with Remainder in trust for *Augustus Sussex Milbank* (in the Will called *Sussex Milbank*), Fourth Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*, and his First and every other Son, and the Issue Male of such Son, for the same Estate and in the same Order as the said Hereditaments were therein-before limited to the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, with Remainder in trust for every other younger Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank* born in his (the Testator's) Lifetime or in due Time after his Decease, and the First and every other Son of every such younger Son and his Issue Male, for the same Estates and in the same Order as the said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male, with Remainder in trust for every Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank* not born in his (the Testator's) Lifetime or in due Time after his Decease, successively in Tail Male, with Remainder in trust for *Mark William Vane Milbank* (in the Will called *Mark Milbank*), the eldest Son of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank*, in Tail Male, with Remainder in trust for the Second and every other younger Son born in his (the Testator's) Lifetime or in due Time after his Decease of the said Testator's Daughter *Lady Laura Meyrick* by *William Henry Meyrick* (in the Will called *William Meyrick*) Esquire, deceased, and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's said Hereditaments were therein-before limited for every younger Son of the said *Lady Augusta Henrietta Milbank* born in the said Testator's Lifetime or in due Time after his Decease, and his Issue Male respectively, and on Failure of such Issue in
trust

Duke of Cleveland's Estate.

trust for every Son of the said Lady *Laura Meyrick* by the said *William Henry Meyrick* not born in his (the said Testator's) Lifetime or in due Time after his Decease, and the Issue Male of every such Son, for the same Estates and in the same Order as his (the said Testator's) Hereditaments were therein-before limited for every Son of the said Lady *Augusta Henrietta Milbank* not born in his (the said Testator's) Lifetime or in due Time after his Decease, and his Issue Male respectively, and in default of such Issue in trust for *Augustus William Henry Meyrick*, eldest Son of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*, and his First and every Son, and the Issue Male of every such Son, for the same Estates and in the same Order as his (the said Testator's) said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, and on Failure of such Issue in trust for the Second and every other younger Son, if there should be more than One, who should be born in his (the said Testator's) Lifetime or in due Time after his Decease of his (the said Testator's) Daughter the said Lady *Arabella Arden* (since deceased) by the said *Richard Pepper Arden* afterwards Lord *Alvanley*; and the Issue Male of every such Son, for the same Estates and in the same Order as his (the said Testator's) Hereditaments were therein-before limited for every younger Son of the said Lady *Augusta Henrietta Milbank* born in his Lifetime or in due Time after his Decease, and his Issue Male respectively, and on Failure of such Issue in trust for every Son of the said Lady *Arabella Arden* by the said *Richard Pepper Arden* afterwards Lord *Alvanley* not born in his (the said Testator's) Lifetime or in due Time after his Decease, except an eldest Son, and the Issue Male of every such Son, for the same Estates and in the same Order as his (the said Testator's) said Hereditaments were therein-before limited for every Son of the said Lady *Augusta Henrietta Milbank* not born in his (the said Testator's) Lifetime or in due Time after his Decease, and his Issue Male respectively, and on Failure of such Issue in trust for the eldest Son of the said Lady *Arabella Arden* by the said *Richard Pepper Arden*, if living at the Time of his (the said Testator's) Decease or born in due Time afterwards, and his First and every other Son, and the Issue Male of every such Son, for the same Estates and in the same Order as his (the said Testator's) said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons and their Issue Male respectively, but in case such eldest Son of the said Lady *Arabella Arden* by the said *Richard Pepper Arden* should not be living at the Time of his (the said Testator's) Decease or born in due Time afterwards, but should subsequently be born, then in trust for such eldest Son and his Issue Male, for such Estates and in the same Order as his (the said Testator's) said Hereditaments were therein-before limited for every Son

Duke of Cleveland's Estate.

Son of the said Lady *Augusta Henrietta Milbank* not born in his (the said Testator's) Lifetime or in due Time after his Decease, and his Issue Male respectively, and on Failure of such Issue in trust for the said *Henry William Forester*, and his First and every other Son and his Issue Male respectively, for the same Estates and in the same Order as his (the said Testator's) said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his First and other Sons and their Issue Male respectively, and on Failure of such Issue in trust for his (the said Testator's) said Three Daughters, Lady *Augusta Henrietta Milbank*, Lady *Laura Meyrick*, and Lady *Arabella Arden*, in equal Shares as Tenants in Common, and the Heirs of their respective Bodies, with Trust Limitations in the Nature of Cross Remainders amongst such Daughters and the Heirs of their respective Bodies, as to both original and accruing Shares, and on Failure of such Issue in trust for his (the said Testator's) own right Heirs for ever; and the said Testator did thereby declare that if by reason of the Death and Failure of Issue Male of the said *Mark William Vane Milbank*, or of the eldest Son for the Time being of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, any younger Son or the Issue Male of any younger Son of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank* should become entitled for an Estate Tail in Possession to any Real Estates then settled upon the First and other Sons of the said *Mark Milbank* successively in Tail Male, or would, if any Real Estates had been and then continued to be so settled, have been so entitled thereto, and if in such Case any other Son or Sons or Issue Male of any other Son or Sons of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank* should be then in existence, then and so often as the same should happen the Trust therein-before contained concerning the said Testator's said Hereditaments in favour of the younger Son and the Issue Male of the younger Son who or whose Issue Male should have or would have become entitled as therein-before mentioned should thenceforth be postponed to and take effect in Remainder next immediately after the Trusts therein contained in favour of the other Son and Sons and the Issue Male of the other Son and Sons of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*; and the said Testator also declared that if by reason of the Death and Failure of Issue Male of the said *Augustus William Henry Meyrick*, or of the eldest Son for the Time being of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*, any younger Son or the Issue Male of any younger Son of the said Lady *Laura Meyrick* by the said *William Henry Meyrick* should become entitled for an Estate Tail in Possession to any Real Estates then settled upon the First and other Sons of the said *William Henry Meyrick* successively in Tail Male, or would, if any Real Estates had been and then continued to be so settled, have been so

[Private.]

d

entitled

Duke of Cleveland's Estate.

entitled thereto, and in such Case if any other Son or Sons or Issue Male of any other Son or Sons of the said Lady *Laura Meyrick* by the said *William Henry Meyrick* should be then in existence, then, and so often as the same should happen, the Trusts therein-before contained concerning his (the said Testator's) said Hereditaments in favour of the younger Son and the Issue Male of the younger Son who or whose Issue Male should have or would have become entitled as therein-before mentioned should thenceforth be postponed to and take effect in Remainder next immediately after the Trusts therein-before contained in favour of the other Son and Sons and the Issue Male of the other Son and Sons of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*; and in the said Will was contained a similar shifting Clause with reference to the Son or Sons and the Issue Male of the Son and Sons of the said Lady *Arabella Arden* by the said *Richard Pepper Arden* afterwards Lord *Alvanley*; and the said Testator directed that the said *Henry Lord Brougham and Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, their or his Heirs or Assigns, should by Mortgage of his (the said Testator's) Manors, Messuages, Farms, Lands, Tenements, or other Hereditaments therein-before devised to them upon the Trusts aforesaid, or of a competent Part or Parts thereof, raise and pay to every Child then born or thenceforth to be born of his said Three Daughters Lady *Augusta Henrietta Milbank*, Lady *Laura Meyrick*, and Lady *Arabella Arden* by their then present Husbands the Sum of Three thousand Pounds of lawful *British* Money as and when such Child should respectively attain the Age of Twenty-one Years, the same to become a vested Interest in every such Child respectively on his or her attaining that Age: And whereas the said *William Harry* First Duke of *Cleveland* died on the Twenty-ninth Day of *January* One thousand eight hundred and forty-two, and his said Will was duly proved on the Twenty-eighth Day of *April* One thousand eight hundred and forty-two, in the proper Ecclesiastical Court, by the Executors named in the said Will: And whereas the said *William Harry* First Duke of *Cleveland* had Issue by his First Wife, *Katherine Margaret*, who died in his Lifetime, Three Sons only, namely, the said *Henry*, afterwards Second Duke of *Cleveland*, the said *William John Frederick Powlett*, afterwards Third Duke of *Cleveland*, and the said *Harry George Powlett*, now Duke of *Cleveland*, and Five Daughters, namely, the said Lady *Louisa Catherine Barbara Forester*, the Wife of *Francis Forester* deceased, the Lady *Caroline Vane*, the said Lady *Augusta Henrietta Milbank*, the said Lady *Laura Meyrick*, and the said Lady *Arabella Arden*, of whom he left him surviving the said Lady *Augusta Henrietta Milbank*, the said Lady *Laura Meyrick*, and the said Lady *Arabella Arden* only, and having had no Issue by his Second Wife the said *Elizabeth* then Duchess Dowager of *Cleveland*: And

whereas

Death of
First Duke,
29th Ja-
nuary 1842.

Issue of First
Duke.

Duke of Cleveland's Estate.

whereas by an Indenture dated the Second Day of *May* One thousand eight hundred and forty-two, made between the said *Henry* Second Duke of *Cleveland* of the one Part, and the said *Harry George Powlett* now Duke of *Cleveland*, then commonly called Lord *Harry Vane*, of the other Part, in consideration of the Sum of Twenty thousand Pounds paid by the said *Harry George Powlett* Duke of *Cleveland* to the said *Henry* Second Duke of *Cleveland*, the said *Henry* Second Duke of *Cleveland*, in exercise and execution of the Power in that Behalf contained in the said Indenture of the Fourth Day of *November* One thousand eight hundred and nine, did subject and charge all and singular the Manors, Castles, Messuages, Land, Tenements, and Hereditaments therein-after mentioned or referred to, with their Appurtenances, with the Payment to the said *Harry George Powlett* Duke of *Cleveland*, his Executors, Administrators, and Assigns, of the Sum of Twenty thousand Pounds (making, with the said Sum of Ten thousand Pounds charged by the herein-before recited Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-six, the Sum of Thirty thousand Pounds, the total Amount authorized to be charged as aforesaid), with Interest for the said Sum of Twenty thousand Pounds at Four Pounds *per Centum per Annum*, and for the Considerations aforesaid the said *Henry* Second Duke of *Cleveland*, in further Exercise of the aforesaid Power, did limit and appoint that all and singular the Manors, Castles, Messuages, Lands, Tenements, and Hereditaments which were mentioned, comprised in, and demised by the said Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-six should thenceforth remain and be to the Use of the said *Harry George Powlett* Duke of *Cleveland*, his Executors, Administrators, and Assigns, for the Term of One thousand Years, without Impeachment of Waste, subject and without Prejudice to the said Indenture of the Fifth Day of *December* One thousand eight hundred and twenty-six, and the said Sum of Ten thousand Pounds and Interest thereby charged and secured, and also subject to a Proviso for Redemption and Cesser of the said Term on Payment by the Person or Persons who for the Time being should be entitled to the next Estate in Remainder, either at Law or in Equity, of and in the said Hereditaments and Premises thereby charged and appointed as aforesaid unto the said *Harry George Powlett* Duke of *Cleveland*, his Executors, Administrators, and Assigns, of the said Sum of Twenty thousand Pounds: And whereas by an Indenture dated the Twentieth Day of *February* One thousand eight hundred and sixty-five, endorsed on the last-recited Indenture, the said Sum of Twenty thousand Pounds, and Interest and Securities for the same, were assigned and transferred unto *James Banks Stanhope* Esquire, his Executors, Administrators, and Assigns, to the Intent that the same Charge might be kept on foot for the Benefit of the said *Harry George*

Indenture,
dated
2d May
1842.

Indenture,
dated
20th Fe-
bruary 1865

Duke of Cleveland's Estate.

Indenture,
dated
28th July
1859.

Death of Se-
cond Duke,
18th Ja-
nuary 1864.

George Powlett Duke of Cleveland, his Executors, Administrators, or Assigns, as Part of his Personal Estate: And whereas the said *Thomas Metcalfe*, One of the Trustees of the said Will of the said *William Harry First Duke of Cleveland*, died on or about the Thirtieth Day of *October* One thousand eight hundred and fifty-six: And whereas by an Indenture dated the Twenty-eighth Day of *July* One thousand eight hundred and fifty-nine, and made between the said *Henry Second Duke of Cleveland* of the First Part, the said *Thomas Freshfield Scarth* of the Second Part, the Right Honourable *Philip Henry Earl Stanhope* of the Third Part, and *George Lewis Parkin* Esquire of the Fourth Part, in exercise of a Power or Authority to the said *Henry Second Duke of Cleveland* given by the said Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and nine in that Behalf, the said *Henry Second Duke of Cleveland* did nominate, substitute, and appoint the said *Philip Henry Earl Stanhope* to be a Trustee in the Place or Stead of the said *Thomas Scarth*, then deceased, to the Intent that the said Earl *Stanhope* might in all things act and assist in the Management, carrying on, and Execution of the Trusts or Powers contained in the said Indentures of Settlement as fully and effectually as if he had been originally in and by the said Indenture of Settlement nominated a Trustee instead of the said *Thomas Scarth* deceased, and the said *Thomas Freshfield Scarth* did, but only so far as related to his Estate and Interest therein, grant and convey all and singular the Castles, Hundreds, Manors, Messuages, and Tenements, Rents and Hereditaments, described or referred to in the said Indenture of the Fourth Day of *November* One thousand eight hundred and nine, and thereby assured and settled as aforesaid, or which then remained settled to the Uses, Intents, and Purposes of the said Indenture of Settlement, and also all and singular other the Manors or Lordships, Messuages, Farms, Lands, Rents, and Hereditaments then subject to the Uses, Intents, and Purposes by the said Settlement dated the Fourth Day of *November* One thousand eight hundred and nine declared of the Hereditaments thereby settled, save and except a certain Deanery, Prebend, Manor, and other Hereditaments held for Lives as therein mentioned, not comprised in the said Schedule to this Act, unto the said *Philip Henry Earl Stanhope* and his Heirs, to the Use of the said *Philip Henry Earl Stanhope* and *Thomas Freshfield Scarth*, their Heirs and Assigns, for the Estate or Estates for which the said Hereditaments were then holden by the said *Thomas Freshfield Scarth* immediately before the Execution of the Indenture now in recital, upon the Trusts and for the Intents and Purposes in the said Indenture of Settlement expressed concerning the same, or then subsisting and capable of taking effect: And whereas the said *Henry Second Duke of Cleveland* survived his said Wife, and died on the Eighteenth Day of *January* One thousand eight hundred and sixty-

Duke of Cleveland's Estate.

sixty-four, without having had any Issue: And whereas by an Indenture dated the Twenty-first Day of *May* One thousand eight hundred and sixty-four, made between the said *William John Frederick* Third Duke of *Cleveland* of the one Part, and the said *Morgan Vane* of the other Part, in consideration of Fifteen thousand Pounds lent by the said *Morgan Vane* to the said *William John Frederick* Third Duke of *Cleveland*, the said *William John Frederick* Third Duke of *Cleveland*, in exercise of the Power for that Purpose given him by the said Indenture of the Fourth Day of *November* One thousand eight hundred and nine, did subject and charge all and singular the Manors, Messuages, Farms, Lands, and Hereditaments therein-after described or referred to, with their Appurtenances, with the Payment to the said *Morgan Vane*, his Executors, Administrators, and Assigns, of the Sum of Fifteen thousand Pounds, with Interest at Four Pounds *per Centum per Annum*; and by the same Indenture, for the Consideration aforesaid, the said *William John Frederick* Third Duke of *Cleveland*, in further Exercise and Execution of the aforesaid Power, did limit and appoint (among other Hereditaments therein described) all that the Manor and Lordship of *Raby*, and all the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments whatsoever in the County Palatine or Bishopric and County of *Durham* then called and known by the Name of the Lordship of *Raby*, and also all the Town or Township of *Darlington*, Parcel or reputed Parcel of the said Lordship or Manor of *Raby* aforesaid, and also all the Messuages, Lands, Tenements, and Hereditaments situate or being in or within the said Town or Township of *Darlington* whatsoever, which at any Time formerly were the Lands and Inheritance of the said *Sir Harry Vane* the elder, or any Person in trust for him and his Heirs, and which at any Time formerly were the Lands of *Gilbert* Lord *Barnard* deceased, and afterwards of the said *Henry* Earl of *Darlington* the Father, and since of *Henry* late Earl of *Darlington* the Son, his Assigns or Under-tenants, with their and every of their Appurtenances, to the Use of the said *Morgan Vane*, his Executors, Administrators, and Assigns, for the full Term of One thousand five hundred Years, without Impeachment of Waste, nevertheless subject and without Prejudice to such Charges and Incumbrances as might affect the said Manors, Messuages, Lands, Tenements, and Hereditaments, or any Part of them, in precedence of the said Power intended to be thereby executed, and also subject to a Proviso for Redemption and Cesser of the said Term on Payment by the Person who for the Time being should be entitled to the next Estate in Remainder, either in Law or in Equity, of and in the said Hereditaments thereby charged unto the said *Morgan Vane*, his Executors, Administrators, and Assigns, of the said Sum of Fifteen thousand Pounds, and Interest after the Rate aforesaid: And whereas the said *Elizabeth*, Widow of the said *William Harry* First Duke of *Cleveland*, died on the Thirty-first Day of

Indenture,
dated
21st May
1864.

[Private.]

e

January

Duke of Cleveland's Estate.

Indenture,
dated
20th Fe-
bruary 1865.

January One thousand eight hundred and sixty-one: And whereas the said *William John Frederick Powlett* Third Duke of *Cleveland* reassumed the Surname of *Vane*, and died on the Sixth Day of *September* One thousand eight hundred and sixty-four, without having had any Issue, and leaving his said Wife the said *Caroline* now Duchess Dowager of *Cleveland* him surviving: And whereas by an Indenture dated the Twentieth Day of *February* One thousand eight hundred and sixty-five, and made between the said *Harry George Powlett* now Duke of *Cleveland* of the one Part, and the said *Henry William Forester* of the other Part, the said *Harry George Powlett* Duke of *Cleveland*, in exercise of the Power for that Purpose given to him by the said Indenture of the Fourth Day of *November* One thousand eight hundred and nine, did subject and charge all and singular the Manors, Messuages, Lands, Farms, and Hereditaments therein-after described or referred to, with their Rights, Members, and Appurtenances, to and with the Payment to the said *Henry William Forester*, in trust for him the said *Harry George Powlett* Duke of *Cleveland*, of the Sum of Fifteen thousand Pounds, with Interest for the same at the Rate of Five Pounds *per Centum per Annum*; and by the said Indenture now in recital the said *Harry George Powlett* Duke of *Cleveland*, in further Exercise of the Power aforesaid, did limit and appoint that, among other Hereditaments therein described, all that the Manor or Lordship of *Raby*, and all the Manors, Messuages, Lands, Tenements, Rents, and Hereditaments whatsoever in the County Palatine or Bishopric and County of *Durham* then called or known by the Name of the Lordship of *Raby*, and also all the Town or Township of *Darlington*, Parcel or reputed Parcel of the said Lordship or Manor of *Raby* aforesaid, and also all the Messuages, Lands, Tenements, and Hereditaments situate or being in or within the said Town or Township of *Darlington*, with their and every of their Appurtenances whatsoever, which at any Time previously were the Lands and Inheritance of the said Sir *Henry Vane* the elder, or any Person in trust for him and his Heirs, or which at any Time formerly were the Lands of *Gilbert Lord Barnard* deceased, and afterwards of the said *Henry Earl of Darlington* the Father, and since of *Henry* late Earl of *Darlington* the Son, his Assigns or Under-tenants, should thenceforth remain and be to the Use of the said *Henry William Forester*, his Executors, Administrators, and Assigns, for the Term of One thousand two hundred Years, without Impeachment of Waste, nevertheless subject and without Prejudice to such Charges and Incumbrances as might affect the said Manors, Messuages, Lands, Tenements, and Hereditaments, or any Part of them, in precedence of the said Power thereby executed, and also subject to a Proviso for Redemption of the said Premises on Payment by the Person or Persons for the Time being entitled to the next Estate in Remainder of

Duke of Cleveland's Estate.

of and in the said Hereditaments unto the said *Henry William Forester*, his Executors, Administrators, or Assigns, in trust for the said *Harry George Powlett Duke of Cleveland*, his Executors, Administrators, or Assigns, of the said Sum of Fifteen thousand Pounds and Interest: And whereas the said *Gerard Blisson Wharton* died on or about the Twenty-seventh Day of *March* One thousand eight hundred and sixty-five: And whereas the said *Henry Lord Brougham and Vaux* (as well as the other Two Trustees named in the said Will) duly accepted the Trusts reposed in him by the said Will of the said *William Harry First Duke of Cleveland*: And whereas under or by virtue of certain Indentures dated the Second Day of *March* One thousand eight hundred and fifty-eight, the Twenty-first Day of *November* One thousand eight hundred and sixty-two, and the Twenty-seventh Day of *February* One thousand eight hundred and sixty-three, and in pursuance of a Power in that Behalf contained in the said Will of the said *William Harry First Duke of Cleveland*, *Henry Morgan Vane Esquire*, the said *George Lewis Parkin*, and *Thomas Thornhill Esquire* have been appointed and are now the Trustees of the said Will of the said *William Harry First Duke of Cleveland*: And whereas the said *Harry George Powlett Duke of Cleveland* on the Second Day of *August* One thousand eight hundred and fifty-four intermarried with Lady *Catherine Lucy Wilhelmina*, then Widow of the late Lord *Dalmeny*, but he has not yet had any Issue: And whereas the Power of jointuring reserved to the said *Harry George Powlett Duke of Cleveland* by the said Indenture of the Fourth Day of *November* One thousand eight hundred and nine has been exercised by him by an Indenture dated the Eighth Day of *August* One thousand eight hundred and sixty-six, but not so as to charge or affect any of the Hereditaments specified in the said Schedule to this Act: And whereas the said Lady *Louisa Catherine Barbara Forester*, Daughter of the said *William Harry First Duke of Cleveland*, died in the Month of *January* One thousand eight hundred and twenty-one, leaving the said *Francis Forester* her Husband, who departed this Life in the Month of *October* One thousand eight hundred and sixty-one, and One Son only, namely, the said *Henry William Forester*, her surviving: And whereas the said *Henry William Forester* has had Male Issue One Son only, namely, *Francis William Forester*, who is an Infant of the Age of Six Years or thereabouts: And whereas the said Lady *Augusta Henrietta Milbank* has had Male Issue Four Sons only, namely, the said *Mark William Vane Milbank*, *Frederick Acclom Milbank*, *Henry John Milbank*, and *Augustus Sussex Milbank*: And whereas the said *Mark William Vane Milbank* has not any Male Issue now living: And whereas the said *Frederick Acclom Milbank* has had Male Issue Two Sons only, namely, *William Harry Vane Milbank* and *Poulett Charles John Milbank*,

Indentures,
dated
2d March
1858,
21st Nov.
1862, and
27th Fe-
bruary 1863.

Duke of Cleveland's Estate.

Milbank, who are both under the Age of Twenty-one Years: And whereas the said *Henry John Milbank* has had Male Issue Two Sons only, namely, *Godolphin Henry Vane Milbank*, who is an Infant of tender Years, and an infant Son of the Age of One Month or thereabouts: And whereas the said *Augustus Sussex Milbank* is a Bachelor: And whereas the said *Lady Laura Meyrick* has had Male Issue One Son only, namely, *Augustus William Henry Meyrick*, who is a Bachelor, her First and only Husband, the said *William Henry Meyrick*, having died in the Month of *February* One thousand eight hundred and sixty-five: And whereas the said *Lady Arabella Arden*, afterwards *Lady Alvanley*, died in or about the Month of *November* One thousand eight hundred and sixty-four, without having had any Issue, her First and only Husband, the said *Richard Pepper Arden*, afterwards *Lord Alvanley*, having predeceased her: And whereas the Lands specified in the Schedule to this Act, and the said Copyhold Lands held of the Manors specified in the same Schedule, lie in or near to the Towns of *Darlington* and *Barnard Castle* in the County of *Durham* and *Wolverhampton* in the County of *Stafford* respectively, in all which Places there is a great and increasing Demand for Building Sites, and it would both promote the public Convenience, and be beneficial to the several Parties entitled to or interested in the said Settled Estates, or the Residue thereof, if effectual Powers were given to sell the said Lands comprised in the said Schedule, or to let the same for Building Purposes, and to enfranchise the Copyhold Lands held of the said Manors mentioned in the said Schedule, and in connexion with such Sales to sell or merge and extinguish such of the Tithes or Tithe Rentcharges issuing out of the said Lands as are included in the said Settlement, and to do such Acts and execute such Works as are usual or beneficial previously to or in the course of the Appropriation of Land for Building Purposes, and it would also be convenient and beneficial to the several Parties entitled to or interested in the said Settled Estates if effectual Powers were given to sell the other Tithes or Tithe Rentcharges mentioned in the said Schedule hereto, and to purchase the Copyhold Interest of any Tenants of any of the Manors herein-before referred to; but sufficient Powers for the said Purposes are not contained in the said Settlement of the Fourth Day of *November* One thousand eight hundred and nine, or in the said Will of the said *William Harry* First Duke of *Cleveland*, and can only be conferred by Authority of Parliament; and by a Decree or Decretal Order of the High Court of Chancery, made by his Honour the Vice-Chancellor *Sir John Stuart* on the Twenty-first Day of *July* One thousand eight hundred and sixty-six, in a Cause wherein the said *Harry George Powlett* Duke of *Cleveland* was Plaintiff, and the said *Philip Henry* Earl *Stanhope*, *Thomas Freshfield* *Scarth*, *Henry Morgan Vane*, *George Lewis Parkin*, *Thomas Thornhill*,

Decree of
Court, dated
21st July
1866.

Duke of Cleveland's Estate.

Thornhill, Frederick Acclom Milbank, Henry John Milbank, Augustus Sussex Milbank, Mark William Vane Milbank, Augustus William Henry Meyrick, Henry William Forester, Mark Milbank, Lady Augusta Henrietta Milbank, Lady Laura Meyrick, William Harry Vane Milbank, Poulett Charles John Milbank, and Francis William Forester were Defendants, it was declared, amongst other things, that it would be fit and proper, and for the Benefit of the Plaintiff and Defendants, and all Persons then or who might thereafter become interested in the *Cleveland Estates*, in the Plaintiff's Bill mentioned, under or by virtue of the Settlement dated the Fourth Day of *November* One thousand eight hundred and nine, and of the Will of the Most Noble *William Harry Duke of Cleveland*, in the Bill respectively named, or either of them, that an Application should be made to Parliament to grant general Powers of selling and leasing for long Terms of Years the Lands at *Darlington, Barnard Castle, and Wolverhampton* comprised in the said Settlement, and in the said Bill mentioned, or such Parts thereof as might be desirable, and of selling the Tithe Rentcharges charged on the said Lands at *Darlington and Wolverhampton*, in the said Bill mentioned, and of laying down, sewerage, levelling, paving, flagging, and channelling proper Streets on the said Lands or any Part thereof, and of enfranchising and of joining with all other proper and necessary Parties in selling and enfranchising the Copyhold Lands at *Wolverhampton*, in the said Bill mentioned, and of doing all Acts and Things which might be necessary or proper for carrying out the several Purposes aforesaid; and it was ordered that the Plaintiff, the Tenant for Life under the said Settlement dated the Fourth Day of *November* One thousand eight hundred and nine, and the Defendants *Philip Henry Earl Stanhope and Thomas Freshfield Scarth*, the Trustees of the said Settlement, should be at liberty, at the Expense of the said *Cleveland Estates*, or out of Funds in the Names of the said last-named Defendants as Trustees as aforesaid, to make an Application to Parliament for an Act for the several Purposes aforesaid, and for all proper Powers and Provisions incidental thereto, the Bill for effecting the aforesaid Objects to be settled by the Judge at Chambers: And whereas the Estates referred to as the *Cleveland Estates* in the said Bill included the Hereditaments in this Act referred to as the Settled Estates: And whereas the Numbers prefixed to the several Parcels of Land and Tenements in the said Schedule to this Act refer to corresponding Numbers in Five several Maps, entitled respectively "the Map of the *Cleveland Estate* in and about *Darlington* in the County of *Durham*," "the Map of the *Cleveland Estate* in and about *Barnard Castle* in the County of *Durham*," and "the Maps A., B., and C. of the *Cleveland Estate* in and about *Wolverhampton* in the County of *Stafford*," all signed by *William Thomas Scarth*, and which it is intended to

[Private.]

f

deposit

Duke of Cleveland's Estate.

deposit in the Record Office of the Court of Chancery: And whereas the Chief Clerk of the said Vice-Chancellor, by his Certificate in the said Cause, dated the Thirtieth Day of *March* One thousand eight hundred and sixty-seven, certified that pursuant to the said Decree or Decretal Order of the Twenty-first Day of *July* One thousand eight hundred and sixty-six the Draft of a Bill to be submitted to Parliament for an Act to be entitled *An Act for authorizing Building and Improving Leases and Sales of certain Parts of the Estates at Darlington and Barnard Castle in the County of Durham, and at Wolverhampton in the County of Stafford, comprised in or subject to certain Deeds of Settlement and the Will of the late William Harry First Duke of Cleveland, and for other Purposes*, had been settled and approved by the Judge, and was identified by his (the said Chief Clerk's) Signature in the Margin thereof, and that the several Instruments, Statements, Facts, and Events recited in the Preamble of such Draft Bill had been proved in the said Cause, and the said Certificate was afterwards approved by his Honour the Vice-Chancellor Sir *John Stuart*, and was filed, and became absolute: Now therefore Your Majesty's most dutiful and loyal Subjects, the said *Harry George Powlett Duke of Cleveland, Philip Henry Earl Stanhope, and Thomas Freshfield Scarth*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Trustees of
Act.

1. The Trustees or Trustee of this Act shall be the Persons or Person herein-after indicated; (namely,) during the Life of the said *Harry George Powlett Duke of Cleveland*, and during the Continuance of every Estate in Tail Male limited by the said Indenture of Settlement of the Fourth Day of *November* One thousand eight hundred and nine to the Sons of the said *Harry George Powlett Duke of Cleveland* successively as aforesaid, the Persons or Person who for the Time being are or is or shall be the lawfully constituted Trustees or Trustee of the said last-mentioned Settlement; and after the Death of the said *Harry George Powlett Duke of Cleveland*, and Failure or Determination of all the Estates in Tail Male limited to his Sons as aforesaid, the Persons or Person who for the Time being are or is or shall be the lawfully constituted Trustees or Trustee of the said Will of the said *William Harry First Duke of Cleveland*; and all the Powers and Authorities hereby given to the Trustees or Trustee of this Act shall, unless otherwise declared, be exerciseable only with the Consent of the Person for the Time being entitled to the Possession or to the Receipt of the Rents and Profits of the said Settled Estates, under the said Settlement or Will, if such
Person

Duke of Cleveland's Estate.

Person shall be of full Age and under no Disability; but if and so long as such Person shall be under Age, or under any Disability, the same Powers and Authorities shall be exerciseable at the sole Discretion of the Trustees or Trustee.

2. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to sell and dispose of all or any Part or Parts of the said Lands, Tithe Rentcharges, and Hereditaments specified or comprised in the Schedule to this Act, or any Rights or Easements in, over, or out of the same Lands or Hereditaments or any of them; and the Provisions of the Public General Act of the Twenty-third and Twenty-fourth Years of Her Majesty, Chapter 145, entitled *An Act to give to Trustees, Mortgagees, and others certain Powers now commonly inserted in Settlements, Mortgages, and Wills*, shall extend to Sales made under the Authority of this Act, and to all Matters consequent thereon, except as by this Act expressly varied.

Power to sell, and Application of General Act, 23 & 24 Vict. c. 145.

3. Sales of such of the Tithe Rentcharges comprised in the said Schedule to this Act as are issuing out of Lands comprised in the same Schedule may be effected either by selling the same separately, or by selling the Lands which are subject thereto free from Tithe or Tithe Rentcharge.

How Tithe Rentcharges may be sold.

4. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to enfranchise any Tenements holden of any of the Manors specified in the said Schedule to this Act, with or without all or any of the Commons, Rights, Liberties, and Privileges appurtenant thereto, for such Consideration, and with such Reservations, Exceptions, and Restrictions, as the said Trustees or Trustee shall think reasonable; and for the Purpose of effectuating any such Enfranchisement the said Trustees or Trustee shall have Power to execute all proper Conveyances and Assurances, which shall operate by way of Revocation and Appointment of the Use, or otherwise as may be necessary,

Power to enfranchise Copyhold Tenements.

5. All Monies which may be received on any such Enfranchisement as is hereby authorized shall be laid out and applied by the Trustees or Trustee of this Act as if they had arisen from a Sale made in pursuance of the Power of Sale in this Act contained.

Application of Consideration Monies.

6. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, to apply any Monies for the Time being in their or his Hands applicable under the Provisions of this Act to the Purchase of Lands in the Purchase of the

Power to purchase Copyhold Estates of Tenants of Manors.

Duke of Cleveland's Estate.

the Copyhold Estate or Interest of any Tenant or Tenants of any of the said Manors mentioned in the said Schedule hereto in any of the Lands held of the same Manors respectively, in addition to the Powers exerciseable by the said Trustees or Trustee under the said Public General Act of Twenty-third and Twenty-fourth *Victoria*, Chapter 145.

Power to grant Building and Improving Leases.

7. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to demise, or appoint by way of Demise, for any Term of Years not exceeding Nine hundred and ninety-nine Years, to take effect in Possession, or within Six Calendar Months after the Date of the Demise or Appointment, any Part or Parts of the said Lands comprised in the Schedule hereto to any Person or Persons who shall improve the same by erecting or building thereon any new House, Erection, or Building, or Houses, Erections, or Buildings, or by rebuilding, repairing, enlarging, or improving any of the present or future Houses, Erections, or Buildings thereon, or by making any Buildings in lieu of or in addition to such Buildings thereon, or by making any other substantial Improvements or Repairs, or shall covenant or agree so to do within Two Years or any other reasonable Time (according to the Circumstances) after the Date of such Demise or Appointment, together with all such Liberties, Licences, Powers, Easements, and Privileges for or in aid of any of the Purposes aforesaid, and subject to any such Exceptions, Reservations, Restrictions, Covenants, and Conditions as to the said Trustees or Trustee of this Act for the Time being shall seem expedient, having regard to the Nature and Objects of the Lease; so as there be reserved on every such Demise or Appointment the best yearly Rent or Rents (either uniform or not, and which may be nominal only for all or any Part of the First Two Years of any such Term,) that can be reasonably gotten, without taking anything in the Nature of a Fine or Premium (but with Liberty, in case under this Power any Lease or Appointment shall be made on the Surrender of a former Lease, to take the Value of the Lessee's Interest under such surrendered Lease into account in fixing the Terms of the new Lease), and so as there be contained in every such Demise or Appointment a Condition of Re-entry for Nonpayment within a reasonable Time of the Rent or Rents thereby reserved, and so as the Lessee or Lessees, Appointee or Appointees, do execute a Counterpart thereof, and do thereby covenant for the due Payment of the Rent or Rents thereby reserved.

Evidence of Execution of Lease by Lessee.

8. A Certificate in Writing from the Trustees or Trustee of this Act, acknowledging the Receipt by them or him of a Counterpart or Duplicate of any Lease, shall be full and complete Evidence that such
Counterpart

Duke of Cleveland's Estate.

Counterpart or Duplicate was duly made and executed, and delivered to the Trustees or Trustee of this Act.

9. The Rent to be reserved by any Lease made under the Authority of this Act, and all Covenants, Agréements, Provisoos, and Conditions contained therein, or in any Contract to be entered into under the Provisions of this Act, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Provisoos or Conditions of Re-entry to be contained in such Lease, shall be incident to and go along with the Reversion of the Land thereby leased, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall be for the Time being entitled to the Land comprised in such Lease in Reversion immediately expectant upon the Determination thereof, or subject thereto.

Rent and Conditions of Lease to go along with Reversion.

10. The Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, if they or he think fit, may accept a Surrender of any Lease of any Part of the said Lands subsisting at the passing of this Act, or of any Lease made under the Provisions of this Act; and the Powers to sell or grant Leases conferred by this Act shall extend to authorize Sales or new Leases of the whole or any Part of the Hereditaments comprised in any surrendered Lease.

Power to accept Surrenders of Leases.

11. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to enter into any Contract to grant at a future Time, and upon the Performance of any Conditions which they or he may think fit, any Lease or Leases in pursuance of the Power herein-before contained, and in any such Contract to agree for the Apportionment of an entire Rent between different Parts of the Property to be leased, at the Option of the Lessee or otherwise; and whenever such Leases shall be granted at apportioned Rents of Property comprised in One Contract, the Requirement that the best yearly Rent or Rents shall be reserved as aforesaid shall be considered as applying to the aggregate of the Rents reserved on such Leases, and not to the Rent reserved on any single Lease; and it shall also be lawful for the said Trustees or Trustee, with such Consent or at such Discretion as aforesaid, to make or consent to Alterations in the Terms of any such Contract, by way of Addition, Explanation, or otherwise, and also wholly or partially to release from any such Contract any Person or Persons bound thereby, and also to vary or depart from the Terms of the Contract in any Lease or Leases founded upon any such Contract, but so that every such Lease be conformable to the Provisions of the Power of leasing herein-before contained.

Power to enter into Contracts for Leases.

[Private.]

g

12. It

Duke of Cleveland's Estate.

Power to appropriate Lands for Churches, Schools, Roads, Sewers, &c.

12. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to lay out and appropriate any Part or Parts of the said Lands specified in the said Schedule hereto for Churches, Chapels, Schools, Markets, or other public Buildings, or for Roads, Paths, Squares, Gardens, or other open Spaces, or for Sewers, Drains or Watercourses, or other Works of Accommodation or Convenience, either to be dedicated to the Public or not, and to construct and complete any Roads, Streets, Ways, Sewers, Drains, or Channels, in such Manner as they or he may from Time to Time think convenient and conducive to the general Benefit of the Property, with Power to vest any Lands or Hereditaments so laid out and appropriated as aforesaid in any Trustees, upon such Trusts for securing the continued Appropriation thereof to the intended Purposes, and with such Provisions as to the Right and Terms of User or Enjoyment thereof, as the said Trustees or Trustee of this Act shall think convenient and conducive to the general Benefit of the Property; and it shall be lawful for the said Trustees or Trustee of this Act to grant such Assurances, operating by way of Revocation of the Use or otherwise howsoever, as shall be requisite or expedient for effectuating such Appropriation and other the Objects aforesaid, or any of them.

Regulations as to Appropriation.

13. It shall be lawful for the Trustees or Trustee of this Act, with such Consent or at such Discretion as aforesaid, from Time to Time to dispose of and convey, either for valuable Consideration or without receiving any valuable Consideration, any Part of the said Lands in the Schedule hereto, not exceeding in the whole Twenty-five Acres, and the Inheritance thereof in Fee Simple, for any of the Purposes herein-after mentioned; namely, for building any Church or Chapel, Schoolhouse, Parsonage House, Hospital, or Institution for any Charitable, Educational, or other Institution for public Purposes, or intended for the Use or Accommodation of the Public, or for any Garden or Orchard to any School or Parsonage House, or for any Churchyard, Road, or Canal, and whether any Land so sold for the Purposes of any such Road or Canal shall be already subject to any Wayleave or Waterleave or Right of Way in Fee or for any Term of Years or otherwise, either to the Person making such Purchase, or to any other Person, or not, but nevertheless subject and without Prejudice to the Rights of any such last-mentioned Person, but so nevertheless that no such Disposition as aforesaid shall be made without valuable Consideration, except with the Consent of Her Majesty's High Court of Chancery, to be obtained upon Petition or Summons in Chambers in a summary Way.

Powers of Act to apply to

14. The Powers and Provisions in this Act contained shall extend to all the Estate and Interest which may be acquired under the Powers

Duke of Cleveland's Estate.

Powers herein-before contained in any Lands held of any of the Manors mentioned in the said Schedule hereto.

Interests in Lands which may be acquired as aforesaid.

15. No Sale or Lease to be effected under the Authority of this Act shall affect any Mortgage or Lease then actually made or granted under any of the Powers contained in the Settlement of the Fourth Day of *November* One thousand eight hundred and nine, herein-before recited, or in the said Will of the said *William Harry* Duke of *Cleveland*, or the Jointure Rentcharge appointed to the said *Caroline* Dowager Duchess of *Cleveland* as aforesaid, or any of the Securities for the same, or any Leases then actually granted or agreed to be granted under the Powers in this Act contained.

Certain Mortgages, Rentcharges, and Leases not to be affected by Sales or Leases under Powers of this Act.

16. The Trustees or Trustee of this Act shall, out of any Funds now in the Hands or subject to the Control of the said Trustees arising from previous Sales of any of the Hereditaments comprised in the said Settlement of the Fourth Day of *November* One thousand eight hundred and nine, pay all the Costs, Charges, and Expenses of preparing and obtaining this Act, or preliminary or incidental thereto, and failing such Funds shall pay the same Costs, Charges, and Expenses, or the Residue thereof, out of the First Monies which shall come to their or his Hands arising out of Sales or Enfranchisements effected under the Powers in this Act contained.

Expenses of Act.

17. It shall be lawful for the Trustees or Trustee of this Act with such Consent or at such Discretion as aforesaid, subject to the Payment of such Costs, Charges, and Expenses as aforesaid, and besides the other Modes of Application of the Proceeds of Sales mentioned or incorporated by reference in this Act, to apply any Monies arising from any Sales authorized by this Act in constructing or completing any such Roads, Streets, Ways, Sewers, Drains, or Channels as they may think it expedient to construct or complete under the Powers in that Behalf herein-before contained.

Power to apply Monies arising from Sales in making Roads, Sewers, &c.

18. It shall be lawful for the Trustees or Trustee of this Act, at their or his sole Discretion, to apply any of the said Funds now in the Hands or subject to the Control of the said Trustees, arising from previous Sales, which shall remain after discharging such Costs, Charges, and Expenses as aforesaid, for or towards any of the Purposes to which Monies arising from the Sales by this Act authorized are by this Act directed or authorized to be applied.

Power to apply Funds now in Hands of Trustees to Purposes authorized by this Act.

19. 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 several Persons by this Act expressly excepted out of this General Saving,)

General Saving.

Duke of Cleveland's Estate.

Saving,) all such Estate, Right, Title, and Interest of, in, or out of the said Manors, Lands, Tithe Rentcharges, and Hereditaments comprised in the said Schedule to this Act, or any Part thereof, as they or any of them had before the passing of this Act, or would or might have had in case this Act had not been passed.

Exceptions
from General
Saving.

20. Provided always, That the following Persons are excepted out of the General Saving in the last preceding Section contained; namely, the said *Harry George Powlett Duke of Cleveland*, and his First and other Sons, and the Heirs Male of the respective Bodies of such Sons; the said *Philip Henry Earl Stanhope* and *Thomas Freshfield Scarth*, as such Trustees as aforesaid, and all other the Trustees of the said Settlement of the Fourth Day of *November* One thousand eight hundred and nine; the said *Henry Morgan Vane*, *George Lewis Parkin*, and *Thomas Thornhill*, as such Trustees as aforesaid, and all other the Trustees of the said Will of the said *William Harry First Duke of Cleveland*; the said *Frederick Acclom Milbank*, the said *William Harry Vane Milbank*, and the Heirs Male of his Body, the said *Poulett Charles John Milbank*, and the Heirs Male of his Body, and all other Sons hereafter to be born of the said *Frederick Acclom Milbank*, and the Heirs Male of the respective Bodies of such Sons; the said *Henry John Milbank*, the said *Godolphin Henry Vane Milbank*, and the Heirs Male of his Body, and all other Sons born and hereafter to be born of the said *Henry John Milbank*, and the Heirs Male of the respective Bodies of such Sons; the said *Augustus Sussex Milbank*, and his First and other Sons, and the Heirs Male of the respective Bodies of such Sons; all Sons of the said *Lady Augusta Henrietta Milbank* by the said *Mark Milbank* hereafter to be born, and the Heirs Male of the respective Bodies of such Sons; the said *Mark William Vane Milbank*, and his First and other Sons, and the Heirs Male of the respective Bodies of such Sons; the said *Augustus William Henry Meyrick*, and his First and other Sons, and the Heirs Male of the respective Bodies of such Sons; the said *Henry William Forester*, the said *Francis William Forester*, and the Heirs Male of his Body, and all other Sons of the said *Henry William Forester* hereafter to be born, and the Heirs Male of the respective Bodies of such Sons; the said *Lady Augusta Henrietta Milbank* and *Lady Laura Meyrick*, and the Heirs of their respective Bodies; the said *Mark Milbank*; and the right Heirs of the said Testator *William Harry First Duke of Cleveland*.

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

21. 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.

The

Duke of Cleveland's Estate.

The SCHEDULE referred to in the foregoing Act.

The several Lands, Messuages, Tenements, and Hereditaments situate in the several Parishes and Counties herein-after mentioned; that is to say,

PART FIRST.

DARLINGTON, COUNTY DURHAM.

The several Lands, Messuages, Tenements, and Hereditaments situate, lying, and being in the Parish of Darlington in the County of Durham, with the Rights, Easements, Members, and Appurtenances thereto respectively belonging, containing the Quantities, in the several Occupations, and at the yearly Rents next herein-after specified; that is to say,

No. on Plan deposited in the Record Office of the Court of Chancery.	Description of Property.	Tenant's Name.	Quantity.			Yearly Rent.		
			A.	R.	P.	£	s.	d.
1	North Lane Close	William Furness	4	2	24	19	15	0
2	Middle Lane Close	Thomas Cuthbertson	5	3	15	24	16	0
3	North Lane Close	William Howe	5	0	16	15	0	0
4	South Lane Close	J. H. Bowman	4	3	32	17	6	8
5	North Hill Field	John Hammond	6	0	2	25	11	0
6	South Hill Field	Michael Hodgson	3	3	16	17	0	0
7	Little North Field	John Thornton	3	1	36	} 29	0	0
8	Great North Field	John Thornton	6	2	29			
9	Tyddy's Stripe	W. H. Davison	3	2	22	16	0	0
10	Billy Field	W. Harrison	6	0	22	23	0	0
11	Tithe Barn Close	John Thornton	2	3	5	} 11	0	0
12	Homestead	John Thornton	0	1	7			
13	North Tithe Barn Close	W. Fawell	3	2	35	17	0	0
14	Far Field	H. Hammond	4	3	6	20	0	0
15	West South-west Field	T. R. M. Plews	3	2	19	14	0	0
16	Barn and Cow Byre	Elizabeth Hastwell	0	0	14	} 14	0	0
17	Barn Field	Elizabeth Hastwell	4	0	32			
18	Kiln Close	William Simpson	4	1	0	15	18	0
19	Little West Field	David Hurworth	2	0	4	9	0	0
20	Great West Field	J. H. Bowman	4	1	3	18	13	4
21	Taylor's North Field	Robert Johnson	4	0	5	18	0	0
22	East South-west Field	T. R. M. Plews	3	2	18	14	0	0
23	Barn Field	George Raper	3	3	27	13	14	0
24	Kiln Close	John Thompson	4	1	1	15	19	0
25	Little East Field	Jos. Currah's Executors	2	0	38	11	0	0
26	Mowbray's North Close	Matthew Hedley	7	0	7	35	0	0
27	Tunstall's Close	William Wilkinson	3	3	30	} 35	0	0
28	South Close	William Wilkinson	3	3	36			
29	Collins Close	Stephen Rhodes	5	3	36	25	8	0
30	Road to Glebe	In hand	0	1	35			
31	North Footpath Field	J. W. Pease	3	2	13	19	14	0

[Private.]

h

Duke of Cleveland's Estate.

No. on Plan deposited in the Record Office of the Court of Chancery.	Description of Property.	Tenant's Name.	Quantity.			Yearly Rent.					
			A.	R.	P.	£	s.	d.			
32	South Footpath Field	Ann Hodgson	5	2	0	28	0	0			
33	Mowbray's Close	John Prior	4	0	18	20	0	0			
34	Mowbray's Middle Close	R. and W. Thompson	3	3	33	17	0	0			
35	Mowbray's South Close	J. D. Swinbank	3	3	0	18	15	0			
36	Hopton's West Close	Ambrose Perkins	2	3	36	16	7	0			
37	Garden	Ambrose Perkins	0	0	20						
38	Road to Glebe	In hand	0	0	34						
39	Robinson's North Close	Charles Varley	2	2	32	14	17	0			
40	Ivy Cottage and Garden in Bondgate.	William Swales	0	0	15	8	0	0			
41	Pease's North Close	Thomas Taylor	2	1	25	24	0	0			
42	Pease's South Close	Thomas Taylor	2	2	33						
43	Thompson's West Close	William Pearson	2	1	29	12	0	0			
44	Thompson's East Close	George Brown	2	1	18	12	19	10			
45	Stripe	A. Perkins	0	0	16	0	17	0			
46	Stripe	A. Perkins	0	0	13						
47	Hopton's East Close	A. Perkins	5	0	26	44	0	0			
48	Dairy Farm	A. Perkins									
49	Basnett's Close	A. Perkins	5	0	21	25	0	0			
50	Robinson's Close	Nicholas Bragg	5	0	19	22	0	0			
51	Turner's Close	John Wrightson	4	1	36						
52	Cowhouse	John Wrightson	0	0	6	0	2	6			
53	Parsonage House & Grounds	The Rev. J. G. Pearson	1	0	0	20	0	0			
54	Road to do. do.	The Rev. J. G. Pearson	0	1	9						
55	Yorke's Close	W. T. Robinson	4	0	17	10	0	0			
56	Cowbyre and Stack Yard	W. T. Robinson	0	0	22						
57	North Garth Ends	Isaac Johnson	1	2	31	15	10	0			
58	Garden	Isaac Johnson	0	0	9	12	10	0			
59	West Garth Ends	George Walker	3	0	18	3	1	6			
60	West Meeting-house Field	Col. Scurfield & others	2	2	6						
61	Garden	William Longstaff	0	0	18	24	0	0			
62	House, Premises, and Lead Yard in Bondgate.	William Longstaff	0	0	23						
63	Road to Glebe	In hand	0	0	18	14	0	0			
64	East Garth Ends	Thomas Tutine	2	3	8	19	0	0			
65	East Meeting-house Field	Nath. Plews Executors	3	1	33	12	0	0			
66	House and Premises in Skinner Gate.	J. W. Wilson	0	0	7	0	1	9			
67	Pack Horse Inn, Tubwell Row	George Brown	0	0	32						
68	House in Deanery, in the Occupation of the several Tenants whose Names are enumerated in the next Column.	John Auld							8	0	0
		Mary Barton							7	10	0
		Mary Hodgson							5	0	0
		William Hildrop							3	2	8
		George Marshall							5	0	0
		David Peacock							10	8	8
		Thomas Spark							7	9	8
		Gibson Stubbs							6	0	0
		William Viccars				7	6	0			
		Thomas Taylor				4	3	4			
Richard Wilson				11	0	10					
69	House & Garden in Deanery	Cicely Petty	0	2	27	10	0	0			
70	Garden behind Deanery	Dorothy Otley	0	0	27	4	0	0			

And all other (if any) Lands, Messuages, Tenements, and Hereditaments situate, lying, and being in the said Parish of Darlington, and comprised in or subject to the existing Uses of the Indenture of Settlement of the 4th Day of November 1809, recited in the foregoing Act :

And

Duke of Cleveland's Estate.

And also all Tithes, Tithe Rentcharges, or Payments in lieu of Tithes, arising out of, issuing, or payable in respect of the said Lands, Messuages, Tenements, and Hereditaments in the said Parish of Darlington, and the Townships of Archdeacon Newton, Blackwell, and Cockerton, in the said County, and every Part thereof respectively, at present represented by the Sum of 451*l.*, payable half-yearly by Robert Thornton, who farms the same Tithes.

PART SECOND.

BARNARD CASTLE, COUNTY DURHAM.

The several Lands, Messuages, Tenements, and Hereditaments situate, lying, and being in the Parishes of Barnard Castle and Gainford in the County of Durham, or One of them, with the Rights, Easements, Members, and Appurtenances thereto respectively belonging, containing the Quantities, in the several Occupations, and at the yearly Rents next hereinafter specified ; that is to say,

N ^o . on Plan deposited in the Record Office of the Court of Chancery.	Description of Property.	Tenant's Name.	Quantity.			Yearly Rent.		
			A.	R.	P.	£	s.	d.
1	North Broom Close - - -	John Smith - - -	4	2	34	} 51	11	6
2	South Broom Close - - -	John Smith - - -	4	0	27			
3	Town Pasture - - -	John Smith - - -	7	0	29			
4	Farmstead - - -	John Smith - - -	0	0	12			
5	Baitingstead Field - - -	John Smith - - -	2	0	36			
6	Middle Field - - -	John Smith - - -	9	1	34	} 6	5	6
7	South New Field - - -	George & T. Parkinson - - -	5	0	28			
8	Barn Close - - -	John Smith - - -	10	2	26	} 54	19	6
9	The Bottoms - - -	John Smith - - -	4	0	0			
10	Greta Guide Post Field - - -	John Smith - - -	1	1	0			
11	South Warrena Wells - - -	John Smith - - -	3	0	18			
12	North Warrena Wells - - -	John Smith - - -	6	2	21			
13	Quarry Field - - -	John Smith - - -	4	0	12	} 22	0	10
14	South New Field - - -	R. and D. Hurworth - - -	3	0	6			
15	North New Field - - -	R. and D. Hurworth - - -	3	3	0			
16	North Field - - -	R. and D. Hurworth - - -	0	3	9	} 11	2	0
17	Greta Bridge Lane Field - - -	Charles Herbert - - -	3	0	22			
18	Field in the Demesnes - - -	John Addison - - -	2	2	10	} 6	8	0
19	Wood in the Demesnes - - -	In hand - - -	0	2	31			
20	East Tees Field - - -	George & T. Parkinson - - -	4	1	32	} 35	15	6
21	West Tees Field - - -	George & T. Parkinson - - -	4	2	17			
22	Wood - - -	In hand - - -	1	0	37	} 7	2	6
23	Field in Demesnes - - -	John Bell - - -	1	3	24			
24	Wood - - -	In hand - - -	0	0	16	} 16	0	0
25	Field in the Demesnes - - -	J. Jackson - - -	4	1	4			
26	Field in the Demesnes - - -	J. Young - - -	4	1	16	} 16	6	4
27	Field in the Demesnes - - -	Thomas Howson - - -	3	1	17			
28	Field in the Demesnes - - -	Benjamin Metcalf - - -	4	1	29	} 32	6	6
29	Field in the Demesnes - - -	Benjamin Metcalf - - -	3	2	16			
30	Field in the Demesnes - - -	John Hedley - - -	3	0	34	} 12	0	0
31	Island in River Tees - - -	In hand - - -	0	2	33			
32	Mill and Bleach Garth - - -	Ullathorne, Longstaff, and Co. - - -	1	2	15	} 30	0	0
33	Rokeby Lane Field - - -	John Young - - -	1	3	13			

Duke of Cleveland's Estate.

No. on Plan deposited in the Record Office of the Court of Chancery.	Description of Property.	Tenant's Name.	Quantity.			Yearly Rent.		
			A.	R.	P.	£	s.	d.
34	Demesnes Pasture - - -	Let. in Pasture Gaits to sundry Tenants.	36	3	14	62	1	6
35	Demesnes Pasture Field -	G. and T. Parkinson -	9	0	19	} 92	10	4
36	Demesnes Corn Mill and Intake Field.	G. and T. Parkinson -	6	0	26			
37	Garden - - - -	J. Wilkinson and J. Heslop	0	0	33	2	0	0
38	Crook Field - - - -	John Smith - - - -	1	2	7	2	18	0
39	Field in Marwood Flatts -	John Lax - - - -	3	1	28	} 24	19	8
40	Field in Marwood Flatts -	John Lax - - - -	3	1	19			
41	Field in Marwood Flatts -	Robert Barker - - -	3	1	2	12	6	10
42	Field in Marwood Flatts -	Thomas Oliver - - -	2	3	19	8	0	0
43	Field in Marwood Flatts -	W. Thompson - - -	3	2	22	12	18	6
44	Field in Marwood Flatts -	J. Barningham - - -	3	1	25	12	3	6
45	Field in Marwood Flatts -	George Carter - - -	3	3	15	13	6	6
46	Field in Marwood Flatts -	Thomas Howson - - -	4	0	2	15	15	6
47	Field in Marwood Flatts -	A. A. and R. Steele -	4	0	4	17	14	6
48	Field in Marwood Flatts -	Thomas Oliver - - -	4	2	4	14	19	0
49	Field in Marwood Flatts -	A. A. and R. Steele -	3	2	22	12	18	6
50	Field in Marwood Flatts -	Ann Thompson - - -	3	2	10	} 16	0	0
51	Homestead in Marwood Flats -	Ann Thompson - - -	0	0	12			
52	Field in Marwood Flatts -	Stephen Nevison - - -	2	3	4	11	0	0
53	Field in Marwood Flatts -	John White - - - -	2	1	34	9	7	4
54	Garden - - - -	Moses Warwick - - -	3	1	10	10	0	0
55	Field in Marwood Flatts -	W. Kellett - - - -	1	3	22	} 4	10	6
56	Cottage in Marwood Flatts -	W. Kellett - - - -	0	0	36			
57	Field in Marwood Flatts -	W. Kellett - - - -	2	2	27	7	14	4
58	Corn Close - - - -	D. P. Appleby - - -	1	3	14	0	3	0
59	Gasworks - - - -	Gas Company - - - -	0	1	7½	0	8	0
60	Garden adjoining Gasworks -	Gas Company - - - -	0	0	30	5	9	0
61	House and Garden at Foot of Galgate.	R. Hurworth - - - -	0	0	12½	2	10	0
62	Stone Yard - - - -	Board of Health - - -	0	0	4	} 2	10	0
63	Stone Yard - - - -	Board of Health - - -	0	0	9			
64	New Pinfold - - - -	In hand - - - -	0	0	3½	0	12	0
65 & 68	Garden at Foot of Galgate -	Joseph Lee - - - -	0	0	12½	} 0	5	5
66	Garden at Foot of Galgate -	Joseph Lee - - - -	0	0	13			
67	House - - - -	Joseph Lee - - - -	0	0	10			
69	Stable, Granary, & Cowhouse	G. Brownless & J. C. Cust	0	0	7	0	8	0
70	Yard - - - -	J. C. Cust - - - -	0	0	7	0	3	0
71	Sawpit, Stable, and Premises -	Miss Thompson - - -	0	0	5½	0	10	0
72	Coalhouse and Premises -	Miss Thompson - - -	0	0	2¾	0	3	0
73	House in Market Place - -	J. P. Dalston - - -	0	0	6	10	0	0
74	Yard - - - -	W. Raine - - - -	0	0	2½	0	3	0
75	Garden - - - -	R. Barker - - - -	0	0	2¾	0	3	0
76	House and Premises - - -	Joshua Burn - - - -	0	0	4½	0	18	0
77	House and Premises in Market Place.	John White - - - -	0	0	11	9	0	0
78	Yard, Piggery, and Stables -	James Jackson - - -	0	0	2	0	8	0
79	Shop and Ware Chamber - -	W. Sang - - - -	0	0	4	2	1	0
80	Stable and Yard - - - -	John Hunter - - - -	0	0	7½	0	5	6
81	House, Weaver's Shop, and Premises.	Dennis Berry - - - -	0	0	4	0	5	6
82	Garden and Piggery - - -	John Sanderson - - -	0	0	5½	0	4	6
83	Piggery - - - -	John Sanderson - - -	0	0	2½	0	3	0
84	Stable and Premises - - -	Thomas Howson - - -	0	0	4½	0	3	0
85	Half Moon Inn and Premises in Market Place.	Thomas Howson - - -	0	0	10	25	0	0
86	Stable Yard and Premises -	George Brownless - - -	0	0	6	0	12	0
87	Garden - - - -	T. & R. W. Atkinson -	0	0	13½	1	5	0

Duke of Cleveland's Estate.

No. on Plan deposited in the Record Office of the Court of Chancery.	Description of Property.	Tenant's Name.	Quantity.			Yearly Rent.		
			A.	R.	P.	£	s.	d.
88	Garden - - - - -	National Provincial Bank	0	0	20 $\frac{1}{2}$	1	15	0
89	Garden and Gable End of House	Margaret Kay - - -	0	0	4	0	1	0
90	Raby Hotel and Premises in Market Place.	Benjamin Metcalf - -	0	0	38	40	0	0
91	Rose and Crown Inn and Premises in Market Place.	John Smith - - -	0	0	30	31	2	6
92	King's Head Inn & Premises in Market Place.	John Smith - - -	0	1	0	59	9	8
93	Garden in Castle Garth - - -	John Bayles - - -	0	0	32	2	10	6
94	Garden in Castle Garth - - -	P. Imeson - - -	0	0	21	1	16	0
95	Garden and Stable in Castle Garth.	Benjamin Gibson - -	0	2	23	4	10	0
96	House in the Bank - - -	J. Carnall - - -	0	0	8 $\frac{1}{2}$	9	0	0
96a	House in the Bank - - -	J. Brown - - -	0	0	8 $\frac{1}{2}$	9	10	0
97	Premises in Thorngate - - -	B. Gibson - - -	0	0	1 $\frac{3}{4}$	0	10	0
98	Yard and Premises in Bridge Gate.	Henry Lipscomb - -	0	0	8 $\frac{3}{4}$	0	2	0
99	House, Shop, and Premises in Bridge Gate.	G. Weldon - - -	0	0	8	8	0	0
100	Castle Garth - - -	J. Smith - - -	2	3	18	5	6	6
101	House in Bridge Gate - - -	J. Barker & J. Appleby -	0	0	4	6	18	0
102	House in Bridge Gate - - -	T. Hooker - - -	0	0	6 $\frac{3}{4}$	6	0	0
103	House in Bridge Gate - - -	J. Lynn - - -	0	0	9 $\frac{1}{4}$	4	4	0
104	House on the Scarr - - -	Mrs. Morris - - -	0	0	5	3	0	0
105	House in Bridge Gate - - -	J. Lynn - - -	0	0	8	4	10	0
106	House on Scarr - - -	W. Shield's Executors -	0	0	7	4	10	0
107	Garden in Castle Garth - - -	Mrs. Morris - - -	0	2	31	2	0	0
108	Garden and Tower in Castle Garth.	In hand - - -	0	1	32	-	-	-
109	Garden in Castle Garth - - -	J. Smith - - -	0	3	32	5	14	6
110	Garden in Castle Garth - - -	R. Barker - - -	0	1	6	2	3	0
111	Garden in Castle Garth - - -	James Jackson - - -	0	1	4	2	1	6
112	Garden in Castle Garth - - -	J. C. Cust - - -	0	2	15	4	1	0
113	Old Pinfold - - -	W. Little - - -	0	0	2	0	2	6

And all other (if any) Lands, Messuages, Tenements, and Hereditaments situate, lying, and being in the said Parishes of Barnard Castle and Gainford, comprised in or subject to the existing Uses of the Indenture of Settlement of the 4th Day of November 1809, recited in the foregoing Act.

PART THIRD.

The several Manors of the Prebends of Featherstone, Hilton, Hatherton, Monmore, Willenhall, and Wobaston, all in the County of Stafford, with the conventional Payments, Quit Rents, Rights of Tolls, Droits, and other Appurtenances to the said Manors belonging or in anywise appertaining :

Also the several Messuages, Lands, Tenements, and Hereditaments herein-after described, situate within the several Townships of Wolverhampton, Willenhall, and
 [Private.] Wednesfield

Duke of Cleveland's Estate.

Plan deposited in the Record Office of the Court of Chancery.	No.	Description of Property.	Tenant's Name.	Acreage:			Yearly Rent.		
				A.	R.	P.	£	s.	d.
C	124	Wharf Land adjoining Wyrley and Essington Canal	Bishton, William	4	3	12	25	0	0
	125	Waste Land adjoining ditto Land, Part of Old Heath Colliery.	Unoccupied Gaut, John						
"	126	Acknowledgment for Cottage on do.	Hodgetts, William				0	0	6
"	127	Cottage and Garden on Old Heath Colliery.	Caswells, Messrs.	0	2	15½	8	0	0
"	128	Bason and Land adjoining at Wednesfield Heath.	Round and Burley				25	0	0
"	129	Field near Canal at Wednesfield Heath.	Caswells, Messrs.	6	3	9	39	0	0
"	130	Field near Canal at Wednesfield Heath.	Caswells, Messrs.	5	0	31			
"	131	Field near Canal at Wednesfield Heath.	Caswells, Messrs.	3	0	32			
"	132	Round Meadow	Taylor, William	5	3	12	134	10	0
"	133	Round Meadow	Taylor, William	5	2	0			
"	134	Round Meadow	Taylor, William	5	1	22			
"	135	Round Meadow	Taylor, William	4	2	3			
"	136	Far Johnson's Close	Taylor, William	4	3	10			
"	137	Near Johnson's Close	Taylor, William	4	3	8			
"	148	The Paddock	Weaver, John	1	0	30	4	0	0
"	149	Close at Spring Fields (now Gardens).	Steward, James	3	0	12	12	0	0
"	150	Culwell Field	Jones, Thomas	2	1	23	12	0	0
"	151	In Windmill Field	Timmis, Richard	0	3	35	4	0	0
"	153	Land, Stafford Street	Woodcock, Richard	3	0	0	5	0	0
"	155	Land, Stafford Street	Wood, John	1	0	27	10	0	0
"	156	Garden	Gough, Mrs.	0	1	11	5	0	0
"	157	Nursery	Low, R. and H.	3	0	37	21	0	0
"	159	Bowling Green and Buildings on same.	Evans, Joseph	0	1	32	5	5	0
"	160	Deanery Garden	Hordern's Executors	0	3	23	8	12	8
"	168	Jeavon's Piece	Smith, Mr.	1	1	7	27	0	0
"	169	Dunstall Lane Close	Smith, Mr.	3	0	37			
"	171	Dunstall Close	Robinson, George	2	3	9	15	8	0
"	172	Dunstall Close	Gaunt, Mr.	6	1	26	55	0	0
"	173	Dunstall Close	Gaunt, Mr.	7	2	12			
"	174	Dunstall Close	Gaunt, Mr.	6	1	5			
"	175	Dunstall Close	Griffiths, Samuel	2	1	15	12	0	0
"	176	Marshall Meadow	Underhill, Alfred	10	0	21	468	15	6
"	177	Broad Meadow	Underhill, Alfred	30	0	7			
"	178	Shoulder of Mutton Piece	Underhill, Alfred	1	2	27			
"	179	Chapel Ash	Underhill, Alfred	1	0	6			
"	180	Chapel Ash	Underhill, Alfred	1	0	12			
"	181	Chapel Ash	Underhill, Alfred	1	0	20			
"	182	Garden	Underhill, Alfred	0	3	18			
"	183	Part of Broad Meadow	Underhill, Alfred	2	3	25			
"	184	Part of Broad Meadow and Cottage thereon.	Underhill, Alfred	39	0	34¼			
"	185	Site of Grand Stand and Buildings, Ground Rent.	Wolverhampton Race Committee.				5	8	0
"	186	Acknowledgment for laying Pipes in Footpath.	Wolverhampton Gas Company.				1	0	0
"	187	Building Land in Waterloo Road.	Unoccupied	0	1	6			

Duke of Cleveland's Estate.

Plan deposited in the Record Office of the Court of Chancery.	No.	Description of Property.	Tenant's Name.	Acreage.	Yearly Rent.
C	190	Garden, Stable, and Lights	Noake, William	A. R. P. 0 0 13½	£ s. d. 3 10 0
"	191	Land adjoining Race-course.	Banks, Thomas	0 2 17	4 10 0
"	192	Building Land in Darlington Street.	Unoccupied	0 0 37	—
"	193	Old Nursery (now a Yard)	Elliott and Whitfield	0 2 13	25 0 0
"	194	Old Nursery (now a Yard)	Noake, William	0 0 10	5 0 0
"	196	House, Garden, &c.	Woodcock, Richard	0 2 5	} 80 0 0
"	199	Far Close	Woodcock, Richard	2 0 16	
"	200	In Close	Woodcock, Richard	2 0 9	
"	201	In Close	Woodcock, Richard	4 2 18	
"	198	Building Land in St. Mark Street	Unoccupied	1 0 18	—
"		Building Land in Raglan Street			
"	202	Far Close	Malpas, Thomas	2 3 12	17 0 0
"	203	Middle Close	Chapman, John	2 2 10	} 24 0 0
"	204	Near Close	Chapman, John	3 2 29	
"	206	Encroachments	Ironmonger, Moses	—	0 15 6
"	207	Building Land in Pool Street.	Unoccupied	0 1 23	—
"	208	Yard and Buildings in Bilston Street.	Titley, John	—	8 0 0
"	209	Stable, Gighouse, Lights, and Yard in Bilston St.	Cozens, Brothers	—	8 0 0
"	210	} Old Hall, Land, and Buildings.	Walton, Frederick	1 1 20	260 0 0
"	211				
"	212 ^a	Land adjoining the Theatre	Higham, Messrs.	0 0 18	12 10 0
"	213	Old Brick-kiln in Steelhouse Lane.	Beech, Charles	—	10 0 0
"	214	Steelhouse Piece and Cottages and Shed.	Barnett, William	5 2 11	} 67 3 0
"	215	Near Part of Far Skirt's Piece.	Barnett, William	2 0 1	
"	216	Far Part of Far Skirt's Piece.	Barnett, William	2 3 35	
"	217	Part of Blackpit Piece	Barnett, William	2 3 19	} 14 0 0
"	218	Far Parson's Piece	Barnett, William	3 0 1	
"	219	Near Parson's Piece, Cottages, and Shop.	Jones, George	2 2 17	
"	220	Field in or near Green Lane	Rudge, Thomas	3 1 14	} 27 14 0
"	221	Field in or near Green Lane	Rudge, Thomas	2 3 12	
"	222	Upper Part of Far Skirt's Piece.	Lancaster, Thomas	3 0 32	} 35 0 0
"	223	Lower Part of Near Skirt's Piece.	Lancaster, Thomas	3 1 6	
"	224	Steelhouse Lane Close, Cottages, and Gardens.	Harding, Mrs. John	3 1 9	23 0 0
"	225	Steelhouse Lane Close	Barker, Henry	4 2 28	28 8 0
"	226	} Gardens adjoining Cleveland Road, and at the Back thereof, and also adjoining Snow Hill and Green Lane, and also at the Back of and near Melbourne Street, and unoccupied Building Land	Allotted to various Tenants (late Timmis)	28 1 30	338 2 6
"					

Duke of Cleveland's Estate.

Plan deposited in the Record Office of the Court of Chancery.	No.	Description of Property.	Tenant's Name.	Acreage.	Yearly Rent.
				A. R. P.	£ s. d.
C	227	Building Land at Snow Hill	Unoccupied - -	0 1 20	—
"	229	Elder's Building Piece -	Harthill, John - -	4 1 22	23 0 0
"	230	Elder's Building Piece and Garden.	Titley, John - -	2 2 36	16 7 6
"	231	Garden and Pond near Dudley Road.	Jones, Messrs. - -	0 0 38	1 1 0
"	232	Building Land near Dudley Road.	Unoccupied - -	0 2 22	—
"	233	Near Meadow - - -	Hartland, Jos. - -	1 1 13	8 0 0
"	234 & 235	Far Meadow and Great Field - - -	Rudge, Thomas - -	3 0 33	} 171 16 6
"	236	Upper Lowe's Close - -	Rudge, Thomas - -	2 3 7	
"	237	Lowe's Close - - -	Rudge, Thomas - -	2 1 37	
"	238	Petit's Exchange - -	Rudge, Thomas - -	7 0 0	
"	239	Moors - - -	Rudge, Thomas - -	4 0 8	
"	240	Moors - - -	Rudge, Thomas - -	5 3 32	
"	241	Moors - - -	Rudge, Thomas - -	6 3 23	
"	242	Moors - - -	Rudge, Thomas - -	5 0 21	
"	243	Moors - - -	Rudge, Thomas - -	5 0 37	
"	244	Moors - - -	Rudge, Thomas - -	4 0 14	
"	245	Moors - - -	Rudge, Thomas - -	3 3 18	
"	246	Moors - - -	Rudge, Thomas - -	6 1 3	
"	247	Slang (Dudley Road) -	Mills, Thomas - -	0 3 18	4 10 0
"	152 & 153a	Garden Land in Stafford Street and Cannock Road - - -	} Allotted to various Tenants - - -	9 3 27	140 6 7
"	188	Garden Land in Clarence Street - - -			
"	189	Garden Land in Bath Road - - -			
"	195	Garden Land in Chapel Ash -			
"	197	Garden Land in St. Mark Street - - -			
"	212	Garden Land in Cleveland Road (now Yards and Sheds) - - -			
"	228	Garden Land in Dudley Road - - -			

Also the Mines and Colliery Lands next herein-after particularly described; namely,

C	118, 119, 121	The Wolverhampton or Old Heath Colliery -	Caswells, Messrs. - -	65 2 35½	—	
"	"		Poole's Executors - -			
"	"	"	Jones, Daniel - -			
"	248	The Cockshutts Colliery -	Yearly Tenants - -	—	300 0 0	
"	"		Surface Rent - -	—	10 0 0	
"	"		Dixon, Edwin, Lessee -	45 0 0	—	—
"	"	"	Surface Rent - -	—	100 0 0	
"	"	"	Minimum Royalty - -	—	200 0 0	
B	63, 65, 66, 67, 72, 73, 74,	The Pool Hayes Colliery, being Part of Pool Hayes Farm, and comprising the Mines and Minerals under the Fields, the Numbers of which are mentioned in the Margin opposite this Description -	Fenn, Fereday, and Co., Lessees.	—	—	
"	"		Surface Rent - -	—	—	3 3 0
"	"		Minimum Royalty - -	—	—	200 0 0

[Private.]

k

Duke of Cleveland's Estate.

Plan deposited in the Record Office of the Court of Chancery.	No.	Description of Property.	Tenant's Name.	Acreage.	Yearly Rent.
				A. R. P.	£ s. d.
C	101	New Cross Colliery, comprising the Mines and Minerals under the Fields, the Numbers of which are mentioned in the Margin opposite this Description	Whitehouse, Messrs., Lessees.	—	—
"	102		Surface Rent - -	—	} per Acre for Land used.
"	103		Minimum Royalty -	—	
"	205	Brickyard and Gardens in Brick-kiln Street.	Hales, John, Lessee - Surface Rent -	7 1 13 —	— 30 0 0 Also Royalties on Bricks, &c.

And all other (if any) Lands, Messuages, Tenements, and Hereditaments situate, lying, and being within the said several Townships of Wolverhampton, Willenhall, and Wednesfield respectively, in the Parish of Wolverhampton in the County of Stafford, together with all Mines, Minerals, and Seams of Coal therein or thereunder, whether in work or not, and comprised in and conveyed by the Indenture of Settlement of the 4th Day of November 1809, recited in the foregoing Act.

Also the following Tithe Rentcharges issuing and payable as next herein-after mentioned; that is to say,

Amount of Apportionment in respect of Lands in the Township of Pelsall - - - - -	£	s.	d.
	247	1	9
Amount of Apportionment in respect of Lands in the Township of Wolverhampton (less Amounts sold) - - - - -	639	16	8
Amount of Apportionment in respect of Lands in the Township of Willenhall (less Amounts sold) - - - - -	582	1	10
Amount of Apportionment in respect of Lands in the Township of Wednesfield (less Amounts sold) - - - - -	1,004	5	7
Amount of Apportionment in respect of Lands at Colton in the Parish of Upper Penn in the County of Stafford - - - - -	37	10	0

And also all Tithes, Tithe Rentcharges, or Payments in lieu of Tithes, arising out of, issuing, or payable in respect of the said Lands, Messuages, Tenements, and Hereditaments within the said several Townships of Pelsall, Wolverhampton, Willenhall, and Wednesfield, and every Part thereof respectively, in the said Parish of Wolverhampton, or within the Parish of Upper Penn aforesaid.