



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 22.

An Act to enable the Trustees of the Will of the late Duke of *Cleveland* to grant Mining, Building, and other Leases of the Trust Estates in the County of *Durham* devised by the Will of the Duke of *Cleveland*, and to sell or exchange Parts of the same Estates. [16th July 1842.]

WHEREAS the Most Noble *William Harry* Duke of *Cleveland* duly made, signed, and published his last Will and Testament in Writing, bearing Date on or about the Fifteenth Day of *June* One thousand eight hundred and thirty-six, and thereby (amongst other Devises) gave and devised all that his *Hardwick, Hart, and Hartlepool* Estates in the County of *Durham* which had been purchased by him, and all his Messuages, Farms, Lands, Tenements, and Hereditaments, of what Nature or Kind soever, usually held or occupied with or as Part of the same Estates so purchased by him, and situate at or near *Hardwick, Hart, and Hartlepool* aforesaid, together with the Rights, Members, Incidents, and Appurtenances thereto belonging, unto and to the Use of *Henry Lord Brougham and Vaux, Thomas Metcalfe of Lincoln's Inn* in the County of *Middlesex*, Gentleman, and *Gerard Blisson* (in the Will written *Blissatt*) *Wharton of Lincoln's Inn Fields* in the said County of *Middlesex*, Gentleman, their Heirs and

[Private.] Assigns

Will of William Harry Duke of Cleveland, dated 15th June 1836.

Assigns for ever, upon the Trusts following; (that is to say,) in Trust for *Frederick Acclom* (in the Will written *Acclom*) *Milbank*, therein described as the Second Son of the said Testator's Daughter Lady *Augusta Henrietta Milbank*, (in the said Will called Lady *Augusta Milbank*,) by *Mark Milbank* Esquire, and his Assigns for his Life, without Impeachment of Waste; and immediately after his Decease, in Trust for the First and every other Son of the said *Frederick Acclom Milbank*, and the Issue Male of every such Son, so that every elder Son, and his Issue Male, should be preferred to every younger Son, and his Issue Male; and on Failure of such Issue, in Trust for *Henry John Milbank*, in the said Will described as the Third Son of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, and his First and other Sons, and their Issue Male, for the same Estates and in the same Order as were therein-before limited of the same last-mentioned Hereditaments for the said *Frederick Acclom Milbank* and his First and other Sons, and their Issue Male respectively; and on Failure of such Issue, in Trust for *Augustus Sussex Milbank*, in the said Will called *Sussex Milbank*, and therein described as the Fourth Son of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, and his First and other Sons, and their Issue Male, for the same Estates and in the same Order as the same last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons, and their Issue Male respectively; and on Failure of such Issue, in Trust for every other younger Son of his the said Testator's Daughter the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, born in the said Testator's Lifetime or in due Time after his Decease, and the First and every other Son of every such younger Son, and his Issue Male, for the same Estates and in the same Order as the said Testator's said Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons, and their Issue Male respectively, so that every elder of such younger Sons of the said Testator's Daughter Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, and his Issue Male, might be preferred to every younger of such Sons, and his Issue Male; and in default of such Issue, in Trust for every Son of the said Testator's Daughter the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, not born in the Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, so that every elder Son, and his Issue Male, might be preferred to every younger Son, and his Issue Male; and on Failure of such Issue, in Trust for *Mark William Vane Milbank*, in the said Will called *Mark Milbank*, and therein described as the eldest Son of the said Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, and his First and other Sons, and their Issue Male, for the same Estates and in the same Order as the same last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons, and their Issue Male respectively; and on Failure of such Issue, in Trust for the Second and every younger Son of the said Testator's Daughter Lady *Laura Meyrick* by *William Henry Meyrick*, in the said Will called *William Meyrick* Esquire (therein described), born in the Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, for the same Estates and in the same Order as the said last-mentioned Hereditaments were therein-

therein-before limited for every younger Son of his said Daughter Lady *Augusta Henrietta Milbank* by the said *Mark Milbank*, born in his Lifetime or in due Time after his Decease, and his Issue Male respectively ; and on Failure of such Issue, in Trust for every Son of his said Daughter Lady *Laura Meyrick* by the said *William Henry Meyrick*, not born in the Testator's Lifetime or in due Time after his Decease, and the Issue Male of every such Son, for the same Estates and in the same Order as his said last-mentioned Hereditaments were therein-before limited for every Son of his said Daughter Lady *Augusta Henrietta Milbank* not born in his Lifetime or in due Time after his Decease, and his Issue Male respectively ; and on Failure of such Issue, in Trust for *Augustus William Henry Meyrick*, therein described as the eldest Son of the said Lady *Laura Meyrick* by the said *William Henry Meyrick*, and his First and every other Son, and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons, and their Issue Male respectively ; and on Failure of such Issue, in Trust for the Second and every other younger Son, if there should be more than One, born in his Lifetime or in due Time after his Decease, of the said Testator's Daughter Lady *Arabella Arden* by the Honourable *Richard Pepper Arden*, therein described, and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last therein-before mentioned Hereditaments were therein-before limited for every younger Son of his said Daughter Lady *Augusta Henrietta Milbank*, born in his Lifetime or in due Time after his Decease ; and in default of such Issue, in Trust for every Son of the said Testator's Daughter Lady *Arabella Arden* by the said *Richard Pepper Arden*, not born in his Lifetime or in due Time after his Decease, (except an eldest Son,) and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for every Son of his said Daughter Lady *Augusta Henrietta Milbank* not born in his Lifetime or in due Time after his Decease, and his Issue Male respectively ; and on Failure of such Issue, in Trust for the eldest Son of the said Testator's Daughter Lady *Arabella Arden*, if he should be living at the Time of his Decease, or born in due Time after his Decease, and his First and every other Son, and the Issue Male of every such Son, for the same Estates and in the same Order as the said Testator's last-mentioned Hereditaments were therein-before limited for the said *Frederick Acclom Milbank* and his Sons, and their Issue Male respectively ; but in case such eldest Son of his said Daughter Lady *Arabella Arden* by the said *Richard Pepper Arden* should not be living at the Time of his Decease, or born in due Time afterwards, but should be subsequently born, then in Trust for such eldest Son and his Issue Male, for the same Estates and in the same Order as his said last-mentioned Hereditaments were therein-before limited for every Son of his said Daughter Lady *Augusta Henrietta Milbank*, not born in his Lifetime nor in due Time after his Decease, and his Issue Male respectively ; and on Failure of such Issue, in Trust for the Testator's own right Heirs for ever : And whereas the said *William Harry Duke of Cleveland* made and signed a Codicil to his said Will, bearing Date on or about the Twenty-first Day of April

Codicil, dated
21st April
1841.

One

One thousand eight hundred and forty-one, and thereby (amongst other Things) did empower his said Trustees or Trustee for the Time being, during the Minority of any Person or Persons who should be entitled to any Part of the Estates by his said Will respectively devised, under the Limitations therein or in the said Codicil contained, as Tenant for Life or in Tail in Possession, to pay and apply all or such Part of the Rents and Profits of the Estates to which such Person or Persons should be respectively entitled, as therein is mentioned, for and towards his, her, or their respective Maintenance, Education, Advancement, and Benefit, until he, she, or they should attain their respective Ages of Twenty-one Years, as they his said Trustees or Trustee should think fit; or it should be lawful for his said Trustees or Trustee, if they or he should think fit, to pay over all or any Part of the said Rents to the Guardian or Guardians of such Minor or Minors, for the Purpose of being applied as aforesaid; and as to the Residue or Surplus (if any) of the Rents and Profits which should not be applied as aforesaid, the said Testator directed his said Trustees and Trustee from Time to Time to invest the same, and the resulting Income thereof, on Government or Real Securities, to accumulate by way of Compound Interest, with Power for them and him to alter and vary the Stocks, Funds, and Securities from Time to Time as they or he should deem advisable, and also, if they or he should think fit, at any Time or Times, to apply any Part of such Accumulations for the Maintenance, Education, Advancement, or Benefit of the Person during whose Minority the same should have arisen before he or she should have attained the Age of Twenty-one Years; and the said Testator directed his said Trustees and Trustee, at the End of each such Period of Accumulation as aforesaid, or sooner, if they or he should think proper, to call in and convert into Money the accumulated Fund, or the Residue thereof remaining unapplied as aforesaid, and apply the same, in their or his Discretion, either in satisfaction of any Incumbrances then affecting the said Estates from whence such Accumulations should have proceeded, or in redeeming the Land Tax thereon, or in the Purchase of Freehold or Copyhold or Leasehold Estates in *England* or *Wales*, or in or for all or any of the said Purposes, as they or he should think proper; and as to such Estates, if any, as should be so purchased as aforesaid, the said Testator directed that the same should be settled in like Manner as the Estates from whence such Accumulation should have arisen, or as near thereto as Circumstances might admit, but so that if any such Purchase was made during the Continuance of any Period of Accumulation the Rents of the Estate so purchased should, until the Termination of such Period, be accumulated and applied in the Manner and for the Purposes therein-before expressed: And whereas the said Testator departed this Life on or about the Twenty-ninth Day of *January* last, without having revoked or altered his said Will (except so far as the same is altered by his said Codicil), leaving *Henry*, now Duke of *Cleveland*, his eldest Son, him surviving: And whereas the said *Mark William Vane Milbank*, *Frederick Acclom Milbank*, *Henry John Milbank*, *Augustus Sussex Milbank*, and *Augustus William Henry Meyrick* have never been married: And whereas the said *Mark William Vane Milbank* and *Frederick Acclom Milbank* have attained the Age of Twenty-one Years, and the said

Henry

Henry John Milbank, Augustus Sussex Milbank, and Augustus William Henry Meyrick are all under the Age of Twenty-one Years: And whereas the said Lady *Augusta Henrietta Milbank* hath not nor hath she ever had any other Sons by her said Husband than the said *Mark William Vane Milbank, Frederick Acclom Milbank, Henry John Milbank, and Augustus Sussex Milbank*: And whereas the said Lady *Laura Meyrick* hath not nor hath she had any other Son by her said Husband other than the said *Augustus William Henry Meyrick*: And whereas the said Lady *Arabella Arden* hath not nor has she ever had any Issue Male by her said Husband: And whereas neither the said Will nor the Codicil of the said *William Harry Duke of Cleveland* contains any Powers of leasing the said Estate and Hereditaments so devised as aforesaid, nor any Powers of Sale and Exchange thereof, nor any Power of opening and leasing Mines: And whereas there are within and under the said Estates so devised by the said *William Harry Duke of Cleveland* as aforesaid, or Parts thereof, divers Mines, Veins, and Beds of Coal and other Minerals of considerable Value, which could be worked to great Advantage to the said *Frederick Acclom Milbank* and other the Persons beneficially interested or to become interested therein under the aforesaid Trusts declared by the said Will of the said *William Harry Duke of Cleveland* if a Power were vested in the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, to open such Mines, and grant Leases thereof, and to dispose of the Minerals to be obtained from the said Mines: And whereas Part of the said Estates so devised by the said *William Harry Duke of Cleveland* as aforesaid are conveniently situated and well adapted for building upon, and are capable of other Improvements: And whereas Parts of the said Estates lie at a Distance from the Bulk thereof: And whereas it would be advantageous to the said *Frederick Acclom Milbank* and other the Persons interested or to become interested therein under the aforesaid Trusts, if a Power were given to the aforesaid Trustees, or the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, of granting building and other Leases or Grants for the Improvement of the Value of the said Hereditaments: And whereas it would also be advantageous to the said *Frederick Acclom Milbank* and other the Persons beneficially interested or to become beneficially interested in the said Estates so devised as aforesaid under the aforesaid Trusts, if Powers were given to the said Trustees, or the Trustees or Trustee for the Time being of the Will of the said *William Harry Duke of Cleveland*, to grant Husbandry Leases of the said Estates and Hereditaments, and if Power were given to the said Trustees, or the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, to sell or exchange such Parts of the said Estates so devised as herein-after mentioned, and for investing the Money to be received from any such Sale or Exchange in the Purchase of other Estates, to be settled on the same Trusts as the Estates sold or exchanged were subject to; but none of the said Purposes can be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Lord Brougham and Vaux, Thomas Met-*

[Private.]

Trustees of
the Will
enabled to
lease the
Mines, and
to grant
Building and
other Leases
of the Manors,
&c. com-
prised in the
Schedule.

calfe, Gerard Blisson Wharton, (as such Trustees as aforesaid,) the said *Frederick Acclom Milbank, Mark Milbank* (on the Behalf of his said infant Sons, the said *Henry John Milbank* and *Augustus Sussex Milbank*), the said *Mark William Vane Milbank*, the said *William Henry Meyrick* (on behalf of his infant Son the said *Augustus William Henry Meyrick*), and the said *Henry Duke of Cleveland*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act it shall and may be lawful for the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, at any Time or Times hereafter, during the Subsistence of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*, nevertheless with the Consent in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Decease of the Person or Persons who for the Time being shall, under the Trusts aforesaid, be entitled to the Receipt of the Income of the said Trust Estates, if such Person shall be of the full Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent in Writing of his Guardian or Guardians for the Time being, by Indenture, to be sealed and delivered in the Presence of and to be attested by One or more than One Witness, from Time to Time to demise or lease, or to join or concur with any Person in demising or leasing, all and every or any Part or Share of the Coal Mines and Seams of Coal, and other Mines and Minerals, opened, found, or discovered, or which shall at any Time hereafter be opened, found, or discovered in or under the Manors, Lands, or Grounds comprised in the said Schedule to this Act, and also any Part of the said Messuages, Lands, or Grounds which it may be thought expedient to lease with such Mines, for the better or more effectually working the same, unto any Person or Persons, for any Term or Number of Years, not exceeding Forty-one Years as regards Quarries of Stone, Coal Mines, and Seams of Coal, and not exceeding Sixty Years as regards Iron, Ironstone, and Coal accompanying the same, if found therewith, and other Minerals, to take effect in Possession, and not in Reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to open such Mines, and to sink, dig, search, bore, and try for, and win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Minerals as shall be found within, under, or upon the Mines or Ground thereby to be demised, or in working or winning the same, and also all such Copper and other Ore, Minerals, and Materials as may be raised or brought or imported from any other Lands, and to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, set up, and work such Furnaces, Brick-kilns, Tile-kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins, and other Engines and Machinery,

Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals, or any of them, within, under, out of, and from the said Mines or Ground, and for making, burning, and manufacturing Coke, Bricks, and Tiles, as well for Sale as for the Use of any of such Furnaces and Works, or otherwise, and for turning, bringing, and carrying Water for working the said Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively; and also full and free Liberty and Power for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room, for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from, or be wrought, dug, or gotten out of the said Mines, or from or out of any Furnaces, Brick-kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid, or that may be raised or brought or imported from any other Lands; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places on any Parts of the Hereditaments and Premises comprised in the said Schedule to this Act annexed, all such Houses, Cottages, Hovels, Lodges, Store-rooms, Heap-rooms, Coke-hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines, and Machinery, Collieries, Brick-kilns, and other Works, with such Yards, Gardens, Curtilages, Stone-yards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable, for more conveniently enjoying and working the said Mines and Works respectively, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the said Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals or Produce, to be respectively employed or used or gotten in or about the same, and to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar, and other Materials, or any other Produce of the said Mines, or which may be found in or on the said Ground fit for the Purpose, or which may be raised or brought or imported from any other Lands, for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences as aforesaid, or any of them, or any of the Ways or Roads herein-after referred to; and also full Licence, Power, and Authority to have, use, and take (so far as the Person for the Time being granting such Lease may be competent to grant the same, and without Injury or Prejudice to the Rights of other Parties,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Hereditaments and Premises, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose connected

ned with the beneficial working of the said Mines, and also to make, have, use, and enjoy such Wayleaves, Roads, Stone-yards, and other like Easements and Privileges, in, upon, out of, or over or under all or any Part of the said Hereditaments, as will render the Occupation and working of the said Mines, and the Deposit, Manufacture, Sale, and Carriage of the said Minerals and other Produce, advantageous and convenient, or as may reasonably be required by the Person to whom any such Lease may be proposed to be granted; and together with full Power and Authority to make, construct, and set up such Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways, or Watercourses, in, over, or upon or under any Parts of the said Lands and Hereditaments, as shall or may be necessary or convenient for facilitating and transporting and carrying such Minerals as aforesaid from the said Mines, or from any Furnace, Brick-kiln, Tile-kiln, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works as aforesaid, or any of them, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Lands or Grounds adjoining thereto, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Minerals to be leased as aforesaid, or raised or brought or imported from any other Lands, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which any such Mines shall lie, or shall or may be agreed upon with or required by any such Lessee; so that upon every such Demise or Lease there be reserved and made payable, yearly or oftener during the Continuance of the said Demise or Lease, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most improved yearly or other Rent, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly in Money, and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of the making such Lease, and considering the Nature and Circumstances of the Case, and Responsibility of the proposed Tenant, be reasonably had or obtained for or in respect of the same Mines and Minerals, Powers and Privileges respectively, either alone or together with any Lands to be comprised in such Lease as aforesaid, as the Case may be, without taking for and in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, save and except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased; and so that in every such Lease there be contained on the Part of the Lessee a Covenant for the due and punctual Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the same Premises;

mises; and so that in every such Lease there be contained a Proviso or Condition, or Clause in the Nature of a Proviso or Condition of Re-entry, and of making void and determining the same, in case the Rents by such Lease to be reserved shall be behind and unpaid by any Period or Space, to be therein limited, not exceeding Forty Days after the Times to be appointed for Payment or Delivery thereof, such Rent having been lawfully demanded at or at any Time after the Expiration of the Period to be by such Lease limited for Payment thereof, and such other Clauses or Powers of Re-entry, or for Determination of any such Lease and Covenants, on the Part of the Lessee, for properly working the said Mines and Works whenever the same shall be worked, and such other Covenants on the Part of the Lessee, for working and managing the said Mines and Works, as may be mutually agreed upon between the Lessor and Lessee respectively; and so that the Demise or Lease of all Lands or Grounds to be demised with any Mines or Minerals, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses as aforesaid, shall cease with the Demise or Lease of the same Mines or Minerals; and so that the Lessee to whom any such Lease shall be made as aforesaid shall duly execute a Counterpart or Duplicate of such Lease; and so that in every such Demise or Lease of any Mines or Minerals there shall be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that it shall and may be lawful for the Person for the Time being entitled to the Rents reserved by such Lease, if such Person shall in his Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease (he having given Six Calendar Months previous Notice in Writing of his Intention so to do), to purchase all and singular or any of the Trampates, Engines, Tools, Implements, and Utensils used or employed by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises demised by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Lease shall be fixed, one of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators, or Assigns, and the Third by the Two Persons first chosen before they shall enter upon the Valuation, with such Provisions, in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease; and that every or any such Lease may be made determinable by either Party, and shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the Lessor and Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements herein-before directed to be inserted therein.

II. Provided always, and be it enacted, That the said *Henry Lord Brougham and Vaux, Thomas Metcalfe, and Gerard Blisson Whar-*
 [Private.] The Trustees
to pay Three
Fourth Parts
of the clear

net Rents received by virtue of any Lease, &c. into the Bank of England, &c.

ton, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, shall during the Continuance of the Trusts created by the said Will, as regards the said Hereditaments to be charged in any such Lease as aforesaid, pay Three Fourth Parts of the clear net Rents, Tolls, Duties, Royalties, and Reservations to be received by virtue of any Lease to be granted as aforesaid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account to be entitled "*ex parte* the Persons interested in the Estates of *William Harry Duke of Cleveland* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter Twenty-four; and the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees or Trustee paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or any of them, or any of their Heirs, Executors, or Administrators, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof; and as to the remaining Part of the said Rents, Tolls, Duties, Royalties, and Reservations to be reserved on any such Lease as aforesaid, the same shall be paid by the Trustees or Trustee unto the said *Frederick Acclom Milbanke*, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit, during his Life, and after his Decease unto the equitable Tenant for Life or in Tail under the Trusts of the aforesaid Will for the Time being, or his or her Guardian, after deducting and retaining out of such last-mentioned Part all such Costs or Charges (if any) as they or he shall have incurred in or about the Recovery or Receipt of the said entire Rents, Tolls, Duties, Royalties, and Reservations; but nevertheless, notwithstanding any thing herein-before contained, it shall not be necessary for any Person or Persons paying such Rents, Tolls, Duties, Royalties, or Reservations to see or inquire whether such Share thereof as aforesaid is so paid into Court as aforesaid, but that the Receipt of such Trustees or Trustee as aforesaid shall be sufficient Discharges for the same.

Application of the Money, under the Direction of the Court of Chancery.

III. And be it enacted, That upon a Petition to be preferred to the said Court in a summary Way, by any Person interested in the Hereditaments for the Time being subject to the Trusts in the said in part recited Will contained, either in Possession, Remainder, or Reversion, or of the Guardians or Guardian of any such Person being an Infant, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall

shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, to be from Time to Time laid out, in such Manner as the said Court of Chancery shall direct, in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises comprised in the Schedule to this Act, or in Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature); and the same Hereditaments shall immediately after the Purchase be conveyed unto and to the Use of the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, their or his Heirs and Assigns, to and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations, as the Hereditaments and Premises specified in the said Schedule to this Act now stand limited, settled, or assured under or by virtue of the said in part recited Will, or as near thereto as the Deaths of Parties and other Circumstances will admit.

IV. Provided always, and be it enacted, That all Monies which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, shall in the meantime, and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in Course of Payment by Government, and new Bills shall be issued, such new Bills may be received in exchange for those which are so in the Course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original

Until Purchases made, Monies to be invested in Government Securities, &c.

original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person.

Court of
Chancery to
make Orders
for Payment
and Taxation
of Costs, &c.

V. And be it enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expences which shall be from Time to Time incurred in making the several Applications to the said Court of Chancery in pursuance of this Act, and in paying into the Bank of *England*, as aforesaid, such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank, and discharging Incumbrances as aforesaid, or investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, and in investigating the Title to the same, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expences as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Power for the
Trustee to
demise or
lease the
Estates for
Ninety-nine
Years,

VI. And be it enacted, That from and after the passing of this Act it shall be lawful for the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said *William Harry Duke of Cleveland*, at any Time or Times hereafter during the Subsistence of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*, nevertheless with the Consent in Writing of the said *Frederick Acclom Milbank* during his Life, and after Decease, of the Person or Persons who for the Time being shall under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent in Writing of his Guardians or Guardian for the Time being, from Time to Time to demise or lease, for any Term or Number of Years not exceeding Ninety-nine Years, in Possession, all or any Part or Parts of the Lands or Grounds particularly mentioned or described in the said Schedule to this Act, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses, Manufactories, Warehouses, Workshops, or other Buildings upon any Part of the said Lands or Grounds, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Workshop or Workshops, or other Building or Buildings, on any Part of the said Lands or Grounds whereon no Building shall be then standing, or who shall be willing to annex any of the said Lands or Grounds for Gardens, Yards, or other Conveniences to Buildings erected and built, or to be

from Time to Time erected and built, on the said Lands or Grounds or any Part thereof, or who shall be willing to erect, excavate, construct, or make, upon or within any Part or Parts of the said Lands or Grounds, any Docks, Basins, Wharfs, Quays, Staiths, Piers, Jetties, or other Shipping Places, or any Railways, Tramways, or other Ways, Roads, or Passages, or any other Conveniences for facilitating and promoting the Use and Enjoyment of any such Docks, Basins, Wharfs, Quays, Staiths, Piers, Jetties, or other Shipping Places, or who shall be willing otherwise to improve the said Lands or Grounds, or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings or Works standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise, as aforesaid, or any other Part which shall not have been leased of the said Lands or Grounds comprised in the Schedule to this Act, or any Part which shall have been leased of the said Lands or Grounds comprised in the said Schedule to this Act, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Inconveniences, or any other Liberties or Privileges, in, upon, through, over, or under the Lands or Grounds leased; and with or without any other Liberties, Privileges, or Reservations which shall be reasonable or are usual in Leases of a similar Description; and either with or without Covenants and Stipulations, to be entered into or made by or on the Part of the Lessee or Lessees, to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes,

[*Private.*]

7 d

Conduits,

Conduits, Easements, or Conveniences, in, upon, through, under, or over any other Part or Parts of the said Lands comprised in the said Schedule to this Act; and either with or without Covenants and Stipulations, to be entered into or made by or on the Parts of the said Trustees or Trustee, as to the Mode in which any other Part or Parts of the said Lands comprised in the said Schedule to this Act shall be built upon, laid out, used, or improved; so as in every such Lease there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering the Nature and Circumstance of the Case, be obtained or reasonably had or gotten for the same; and so as the Rent or Rents to be reserved in any such Lease be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making or granting the same; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed on to be built or constructed on the Premises, and within a Time to be specified for that Purpose, and to keep in repair, during the Continuance of the Estate, Interest, or Term to be thereby granted, such Buildings and Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt, there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Houses, Manufactories, Warehouses, Workshops, Erections, and Buildings erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire, to the Amount of Three Fourths at the least of the Value thereof, in some or One of the Offices for Insurances in *London* or *Westminster* or in the County of *Durham*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses, Manufactories, Warehouses, Workshops, Erections, or Building as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Manufactories, Warehouses, Workshops, Erections, Buildings, and Works to be erected and built, or improved, repaired, or constructed,

on the Premises therein comprised, on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on any such Lease for Years as aforesaid, his, her, or their Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding One Year, and not paid within a further Period to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Heirs, Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant or one of the Tenants of the Premises to be comprised in the same Lease, or if the Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of Repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified after Notice in Writing for that Purpose to be delivered, affixed, or left as aforesaid, or if any of the Buildings erected or to be erected on the Ground comprised in any such Lease shall be destroyed by Fire or other Accident, and shall not be rebuilt within a Period to be in such Lease specified, not exceeding Three Years next after such Fire or Accident shall happen, or in case it shall be thought desirable, and shall be so provided in such Lease, on the Nonperformance of any of the Covenants, Provisoes, and Conditions to be contained in any such Lease, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more to be in that Behalf agreed upon and specified in such Lease of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the Person or Persons for the Time being entitled to the Reversion expectant on any such Lease for Years as aforesaid to enter into and upon the Hereditaments comprised in such Lease; and either with or without a Proviso, as to the Persons or Person making or granting such Lease shall seem fit, that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Estate or Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease for Years may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description, which shall appear reasonable to the Persons or Person making or granting the same respectively; and so as that the respective Lessees execute Counterparts of their respective Leases: Provided always, that the

Counterparts
of Lease to
be executed;
first

Commence-
ment of Rent,
&c.

first Payment of the Rent to be limited or reserved in any Lease of any Part of the said Lands or Grounds comprised in the said Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

Trustees to
certify the
Receipt of
Counterparts
of Leases.

VII. And be it enacted, That the Certificate in Writing of the Trustees or Trustee for the Time being executing any Lease to be made under the several Authorities in this Act contained, acknowledging that they or he have or hath received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Power to
make Leases
on Surrender
of existing
Leases.

VIII. Provided always, and be it enacted, That it shall be lawful for the Persons or Person so for the Time being authorized to make such Leases as aforesaid to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act.

Trustees au-
thorized to
lay out and
appropriate
Lands for
Markets,
Crescents,
Squares, &c.

IX. Provided always, and be it enacted, That it shall be lawful for the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, and the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, and they and he are and is hereby authorized and empowered, at any Time or Times during the Continuance of the Trusts of the said Will, nevertheless with the Consent and Approbation of the said *Frederick Acclom Milbank* during his Life, and after his Death of the Person who for the Time being and from Time to Time shall, under the Trusts aforesaid, be entitled to the Receipt of the Income of the said Trust Estates of the said *William Harry Duke of Cleveland*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent and Approbation in Writing of his Guardians or Guardian for the Time being, to lay out and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased as and for Markets, Crescents, and other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise, for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be made as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and to be made with such Consent and Approbation as last aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Months from

from the Date of any such general Deed, and also by such Leases, or general Deed or general Deeds respectively, to give and grant such Liberties, Privileges, Easements, and Conveniences as such Trustees or Trustee shall deem reasonable or convenient.

X. And be it enacted, That in case the said Trustees of the said Will of the said *William Harry Duke of Cleveland*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *William Harry Duke of Cleveland*, shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or Grounds comprised in the said Schedule to this Act, as to the Mode in which any other Part or Parts of the said Lands or Grounds shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or Grounds, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or Grounds, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim, such Estate or Estates respectively, but no further or otherwise; and such Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Executors or Administrators, and as such Persons would have been liable in case he or they had originally entered into such Covenant or Covenants, instead of the said original Covenantors or Covenantor, but only for any Breach or Breaches of Covenant during the Continuance of his or their Estate or Estates; and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him.

Trustees
Covenants to
run with the
Land, &c.

XI. Provided always, and be it enacted, That it shall be lawful for the said Trustees of the said Will of the said *William Harry Duke of Cleveland*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Trust Estates of the said *William Harry Duke of Cleveland*, and they and he are and is hereby authorized and empowered, at any Time or Times during the Continuance of the said Trusts of the said Will of the said *William Harry Duke of Cleveland* relating to the said Estates, nevertheless with the Consent and Approbation in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Death of the Person who for the Time being shall be entitled under the Trusts aforesaid to the Receipt of the Income of the said Trust Estates of the said *William Harry Duke of Cleveland*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years then during his Minority with the Consent and Approbation in Writing of his Guardian or Guardians for the Time being, to enter into any Contract or Contracts in Writing for granting any Lease or Leases for Years of all or any Parts or Part of the Lands or Grounds of which they or he are or is herein-before authorized to make Leases as

Contracts
may be en-
tered into
for granting
Leases, &c.

[Private.]

aforesaid, with the Buildings (if any) which shall be standing thereon; pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, found, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, his or their Executors, Administrators, and Assigns, (as the Case may require,) or to such other Person or Persons, to be approved of by the Person or Persons for the Time being hereby authorized to make Leases as aforesaid, as they or he shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in the Lease or Leases to be made or granted of a given Quantity to be specified in such Contract or Contracts of the Land or Ground thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper, or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby agreed to be leased, either by a Surveyor or Surveyors, or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Lease or Leases granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased, to be determined on by a Surveyor or Surveyors or Referee or Referees, or otherwise, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically,

beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

XII. Provided also, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built or rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to the Land and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Lease or Leases, to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained so far as the same shall be applicable.

Contracts to contain Clauses of Re-entry, &c.

XIII. And be it enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant such Leases as aforesaid; but with the Consent and Approbation in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Death of the Person who for the Time being and from Time to Time shall be entitled under the Trusts aforesaid to the Receipt of the Income of the

On Recovery of Possession under any Clause of Re-entry, fresh Leases or Contracts may be made.

said

said Trust Estates of the said *William Harry Duke of Cleveland*, if such Person shall be of the Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during such Minority with the Consent and Approbation of his Guardians or Guardian for the Time being, to grant Leases, to enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

New Agreements may be entered into with Persons having Contracts, by way of Addition to or Explanation of such Contracts.

XIV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person for the Time being authorized to grant Leases by virtue of this Act, but with the Consent and Approbation in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Death of the Person who for the Time being and from Time to Time shall, under the Trusts aforesaid, be entitled to the Receipt of the Income of the said Trust Estates of the said *William Harry Duke of Cleveland*, if such Person shall be of the Age of Twenty-one Years but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent and Approbation of his Guardians or Guardian for the Time being, from Time to Time to enter into any new Covenant or Agreement or Agreements in relation to the Hereditaments so authorized to be leased by them or him respectively as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively; and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable with the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid; and the Hereditaments so surrendered shall or may be contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed, and whether the same shall or shall not purport to have been made
in

in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract; provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

XV. And be it enacted, That it shall be lawful for the Persons or Person for the Time being authorized by this Act to grant Leases as aforesaid, so far as relates to the Hereditaments of which such Persons or Person are or is hereby authorized to grant Leases as aforesaid, to confirm any Lease or Leases to be granted by virtue of this Act in any Case in which for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and as to such Leases, at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were reserved or limited in such void or voidable Lease or Leases, or to accept a Surrender or Surrenders of any Lands or Grounds to be leased under this Act, and grant any Lease or Leases, pursuant to the respective Powers and subject to the respective Restrictions herein-before contained, of the Hereditaments comprised in the Lease or Leases so surrendered, but not exceeding the then Residue of the Term or Terms of Years made by the Lease or respective Leases so surrendered, and as to such Leases at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were reserved or limited in the original Lease or Leases, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations, or new Lease or Leases.

Power to confirm defective Leases.

XVI. And be it enacted, That it shall be lawful for the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, at any Time or Times hereafter during the Subsistence of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*, nevertheless with the Consent in Writing of the said *Frederick Acclom Milbank* during his Life, and after his Decease with the Consent in Writing of the Person who for the Time being shall under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates; if such Person shall be of the full Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his or her Minority with the Consent in Writing of his or her Guardians or Guardian for the Time being, to dispose of and convey, by way of absolute Sale or Exchange, all or any Part of the Messuages or Tenements, Lands, and other Hereditaments specified in the

Power for the Trustees to dispose of and convey by absolute Sale, or by way of Exchange, certain specific Estates mentioned in the Schedule.

[Private.]

7f

Schedule

Schedule to this Act, and which are therein described as "*Hardwick Estate in the Parish of Monk Heseldon*," "*Hutton Henry Estate, also in the Parish of Monk Heseldon*," and "*Hurworth Estate in the Parish of Kelloe*," and the Inheritance thereof in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money as to them the said Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland* shall seem reasonable, or to grant and convey the same in Exchange for other Hereditaments of Freehold in *England* or *Wales*, and that any such Sale or Sales as aforesaid shall or may be made either by public Sale or Auction or by private Contract, and that the said Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland* shall have full Power to make such Stipulations or Conditions in any Particular of Sale by which the said Hereditaments or any Part thereof may be sold, or in any Contract for the Sale or Exchange thereof or of any Part thereof, as to the Title to be required by the Purchaser or Purchasers, or with whom the Exchange is to be made, or the Evidence to be produced in support of the same, or otherwise, as the said Trustees or Trustee for the Time being shall think fit, and shall also have Power to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, and with such Consent as aforesaid to rescind, alter, or vary any Contract or Contracts which may be entered into for Sale thereof, whether upon a Sale by public Auction or private Treaty, and to re-sell the Hereditaments which shall be so bought in, or as to which the Contract or Contracts for Sale shall be so rescinded, without being responsible for any Loss or Diminution of Price which may be occasioned thereby.

The said Estates to be freed from the Trusts of the Will, &c.

XVII. And be it enacted, That for the Purpose of effecting any such Sale or Exchange it shall and may be lawful for the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, with such Consent as aforesaid, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, to convey and assure the said Estates and Hereditaments so to be sold or exchanged as aforesaid freed and discharged from the Trusts thereof declared by the said Will of the said *William Harry Duke of Cleveland*, or such of them as shall be subsisting, and in all respects in such Manner and for such Intents and Purposes as may be thought necessary to effect any such Sale; and it shall be lawful for the said Trustees or Trustee, on any Exchange, to receive any Monies by way of Equality of Exchange.

Monies produced by such Sales or Exchanges to be paid into the Bank of England.

XVIII. And be it enacted, That all and singular the Monies to arise by any Sale or Sales or Exchanges to be made in pursuance of this Act, as last aforesaid, of any Messuages or Tenements, Lands or Hereditaments, or to be received on the rescinding of any Contract, or in respect of any Deposit or Damage in any Contract, shall be paid by the Purchaser or Purchasers of the Hereditaments which shall be so sold, or to be received on any such Exchange, or contracted to be

be sold, or by the Party making such Exchange, into the Bank of *England*, in the Name and with the Privity of the aforesaid Accountant General of the High Court of Chancery, to be placed to his Account there " *ex parte* the Persons interested in the Estates of *William Harry Duke of Cleveland* deceased," pursuant to the Method prescribed by the aforesaid Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the aforesaid Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four, into the Bank as aforesaid, shall and may be applied in all respects in the same Manner as is herein-before provided with respect to the said Three Fourths of the said Rents, Tithes, Royalties, and Reservations so herein-before directed to be paid into the Bank of *England* as aforesaid; and all and every the Provisions herein-before contained as to the Investment of such Monies, and of the Application thereof, shall in all respects apply to the Monies to be paid into the Bank under the Direction lastly herein-before contained; and all the Costs, Charges, and Expences attending such Sale or Sales as aforesaid, and the Matters incident thereto, and the Investments to be made in pursuance of this Act, may be paid, by the Direction of the said Court of Chancery, out of the aforesaid Monies, on the Petition of any Person or Persons so interested as aforesaid, or the Guardian or Guardians of such Person or Persons as aforesaid, if under the Age of Twenty-one Years.

XIX. And be it enacted, That the Certificate or Certificates of the said Accountant General, of the Payment of any Monies into the Bank of *England*, as last aforesaid, together with the Receipt or Receipts of One of the Cashiers of the said Bank, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, shall from Time to Time be good and effectual Discharges for the Monies hereby directed to be paid into the said Bank, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be paid; and the Purchaser or Purchasers of the Hereditaments hereby authorized to be sold, and other the Persons paying such Monies, his, her, and their Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same respectively, or any Part thereof.

Certificate of the Accountant General to be a good Discharge.

XX. And be it enacted, That it shall be lawful for the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, at any Time or Times hereafter during the Continuance of the Trusts created by the said Will of the said *William Harry Duke of Cleveland*, nevertheless with the Consent in Writing of the Person who for the Time being shall under the Trusts aforesaid be entitled to the Receipt of the Income of the said Trust Estates, if such Person shall be of the full Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority with the Consent in Writing of his Guardians or Guardian for the Time being, by any Indenture or

Power for the Trustees to demise the Whole or any Part or Parts of the Estates mentioned in the Schedule.

Indentures,

Indentures, to demise or lease all or any Part or Parts of the said Capital and other Messuages, Farms, Lands, Tenements, Hereditaments, and Premises mentioned and comprised in the said Schedule to this Act, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Hereditaments so to be leased, that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent thereby to be respectively reserved in case the same shall be in arrear for the Space of Thirty Days or upwards; and so as that the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste, any thing herein-before contained to the contrary thereof in anywise notwithstanding.

Trustees not answerable for more Money than they actually receive by virtue of their Trusts.

XXI. Provided also, and be it enacted, That the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, and other the Trustee or Trustees for the Time being acting in the Execution of the Trusts and Powers hereby created, and every of them, and the Heirs, Executors, and Administrators of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse to themselves respectively, and also to allow to their Co-trustee or Co-trustees, all Costs, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

General Saving.

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

Pepper Arden, and the Heirs Male of the Body of such Sons, and the said *Henry Duke of Cleveland*, and the said *Henry Lord Brougham* and *Vaux*, *Thomas Metcalfe*, and *Gerard Blisson Wharton*, (in their Capacity of such Trustees as aforesaid,) and other the Trustees or Trustee for the Time being of the said Will of the said *William Harry Duke of Cleveland*, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the said Hereditaments comprised in the said Schedule to this Act, or any of them, or any Part thereof, under or by virtue of the said Will of the said *William Harry Duke of Cleveland*, or the aforesaid Codicil thereto, or under or through or in respect of any Person or Persons so claiming or to claim as aforesaid,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

XXIII. And be it enacted, That the Words and Expressions herein-after mentioned, which in their ordinary Signification have a more confined Meaning, shall in this Act (except where the Nature of the Provision or the Context of the Act shall exclude such Construction) be interpreted as follows; (that is to say,) the Word "Mines" shall extend to and be construed to mean Mines, Delphs, Quarries, Beds, Lodes, Veins, and Seams of Coal, Cannell, Culm, Copper Ore, Lead Ore, Iron Ore, Ironstone, Firestone, Flags, Tiles, Slates, Marble, Limestone and other Stone, Fire Clay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and of all other Metals, Minerals, and Substances whatsoever; and the Word "Minerals" shall extend to and be construed to mean Coal, Culm, Copper Ore, Lead Ore, Iron Ore, Ironstone, Firestone, Flags, Tiles, Slates, Marble, Limestone and other Stone, Fire Clay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and all other Metals and Minerals and Substances whatsoever; and the Word "Rent" shall extend to and be construed to mean all Tolls, Duties, Royalties, and Reservations of every Kind reserved or made payable in or by any Lease, Agreement, or Contract; and every Word importing the Masculine Gender shall extend and be applied to a Female as well as to a Male; and every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing; and Words importing the Plural Number only shall extend and be applied to one Person or Thing as well as to several Persons or Things.

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

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

The SCHEDULE to which the foregoing Act refers.

PARTICULARS and RENTAL of Hart, Dyke House, Hardwick, Hutton Henry, and Hurworth Estates, in the County of Durham, the Property of Frederick Acclom Milbank, Esquire.

Tenants Names.	Names of the Farms.	Quantity.	Annual Rents.
<i>Hart Lordship.</i>			
		A. R. P.	£ s. d.
Joseph Stoddart - - -	High Warren Farm - -	527 2 8	475 0 0
Robert and William Stephenson	Nelson Farm - - -	111 1 1	300 0 0
Ditto - - -	Hart Brewery and Farm - -	125 3 33	
John Thomas Mowbray's Executors.	Middle Warren Farm - -	311 0 7	300 0 0
Edward Dodd's Executors -	Low Warren Farm - - -	345 0 29	370 0 0
Thomas Procter - - -	Hart Moor - - -	177 0 21	70 0 0
George Blakelock - - -	Hart Manor Farm - - -	153 0 0	350 0 0
Ditto - - -	Peacock's Farm - - -	119 3 31	
John Stephenson - - -	Throston - - -	150 1 31	320 0 0
Ditto - - -	Low Throston - - -	126 0 24	
Messrs. Procter - - -	Whelly Hill - - -	204 3 25	350 0 0
Ditto - - -	Throston Pasture Farm - -	170 2 0	
Edward Wilson - - -	Throston - - -	153 0 16	160 0 0
Thomas Richardson - - -	Hart - - -	127 2 19	125 0 0
Samuel Pearson - - -	Dalton Percy - - -	145 0 7	125 0 0
Robert Chapelow - - -	Hart Mill and Land - - -	15 2 34	90 0 0
John Richardson - - -	Crimstone's Farm and North Hart.	212 0 20	200 0 0
Matthew Richardson - - -	Knaresborough Farm - - -	234 0 10	150 0 0
Gent and Ord - - -	Old Kirk - - -	6 3 0	12 0 0
George Peacock - - -	Hart Home and Throston Moor	254 0 18	200 0 0
Thomas Gent - - -	House and Garth - - -	0 1 33	3 0 0
Sundry Tenants - - -	Cottages - - - about	0 2 36	40 0 0
George Pickring - - -	Cottage - - -	- - -	1 0 0
Mary Illingworth - - -	Ditto and Garden - - -	- - -	2 0 0
John Galley - - -	Limekilns - - -	- - -	55 0 0
Thomas Richardson - - -	Timber-yard - - -	- - -	15 0 0
Ditto - - -	Bond-yard - - -	- - -	25 0 0
John Galley - - -	Coal Depôt - - -	- - -	10 0 0
Wingate Colliery Owners - -	Two ditto - - -	- - -	20 0 0
Thornley Colliery Owners - -	Two ditto - - -	- - -	20 0 0
South Hetton Colliery Owners -	Two ditto - - -	- - -	20 0 0
Ditto - - -	Two ditto - - -	- - -	20 0 0
Castle Eden Colliery Owners -	One ditto - - -	- - -	10 0 0
In hand - - -	Plantation - - -	8 1 3	
Ditto - - -	Brick-yard - - -	9 3 28	
	Lanes, &c. - - -	38 1 19	
	Slykes and Land dry at Low-water Mark.	351 1 0	
		4,080 2 13	3,838 0 0

Tenants Names.	Names of the Farms.	Quantity.	Annual Rents.
<i>Property in Hartlepool within the Manor of Hart.</i>			
		A. R. P.	£ s. d.
Ann Mann - - -	White Hart Inn and Garth -	1 1 13	40 0 0
Matthew Summers - - -	Dwelling House - - -	- - -	5 0 0
Cuthbert Sharp - - -	A Field - - -	0 3 30	6 0 0
Thomas Wilkinson - - -	Dwelling House - - -	- - -	4 4 0
George Corner - - -	Ditto - - -	- - -	4 4 0
John Waite - - -	Butcher's Shop - - -	- - -	4 0 0
George Dinon - - -	Slate-yard - - -	0 0 33	10 0 0
John Gill - - -	Dwelling House - - -	- - -	15 0 0
Ralph Sotheran - - -	Coach-house - - -	- - -	5 10 0
John Galley - - -	A Field called the Broad Close -	6 1 29	24 0 0
Ditto - - -	A Stoneyard - - -	- - -	2 10 0
Thomas Richardson - - -	Timberyard - - -	0 0 29	15 0 0
Richard Hunter - - -	The Red Heugh - - -	1 2 14	2 0 0
George Pickering - - -	Liberty of working and selling Stones from the Rocks.	- - -	10 0 0
		10 2 28	147 8 0

Dyke House Estate in the Parish of Stranton near Hartlepool.

		A. R. P.	£ s. d.
William Thompson - - -	Dyke House Farm - - -	408 1 1	440 0 0
	Lane - - -	1 2 21	
	The Slake - - -	75 1 17	
Hartlepool Dock and Railway Company.	The Water Springs - - -	- - -	100 0 0
		485 0 39	540 0 0

Hardwick Estate in the Parish of Monk Heseldon.

		A. R. P.	£ s. d.
John Lawson - - -	Hardwick Hall Farm - - -	212 0 37	127 0 0
Joseph Innis - - -	Blue House Farm - - -	354 1 23	65 0 0
In hand - - -	The Hall and Grounds - - -	12 3 12	
Ditto - - -	Plantations - - -	103 0 34	
		682 2 26	192 0 0

Hutton Henry Estate, also in the Parish of Monk Heseldon.

		A. R. P.	£ s. d.
Charles Ellison - - -	Hutton Henry Farm - - -	380 0 12	230 0 0
Ralph Walton - - -	Roded Ridge Farm - - -	381 3 26	130 0 0
Hartlepool and Weardale Rail- way Company.	Wayleave over ditto, Term 99 Years from 23d November 1836.	- - -	55 0 0
Reverend William Hayes - - -	School-house - - -	- - -	2 0 0
Charles Ellison - - -	Cottage - - -	- - -	1 0 0
John Scott - - -	Ditto - - -	- - -	3 0 0
Sundries - - -	Free Rents, payable to the Manor of Hutton Henry.	- - -	2 6 8
		761 3 38	423 6 8

Tenants Names.	Names of the Farms.	Quantity.	Annual Rents.
<i>Hurworth Estate in the Parish of Kelloe.</i>			
George Swinburne's Executors -	Black Hurworth - -	A. 246 R. 1 P. 9	£ 100 s. 0 d. 0
William Welsh - - - -	Red Hurworth - - -	214 1 29	66 0 0
In hand - - - - -	Corn Tithe and Half Hay Tithe	- - - -	19 0 0
		460 2 38	185 0 0

SUMMARY.

Names of the Estates.	Quantity.	Annual Rent.
	A. R. P.	£ s. d.
HART ESTATE - - - -	4,080 2 13	3,838 0 0
PROPERTY in HARTLEPOOL - -	10 2 28	147 8 0
DYKE HOUSE ESTATE - - - -	485 0 39	540 0 0
HARDWICK ESTATE - - - -	682 2 26	192 0 0
HUTTON HENRY ESTATE - - -	761 3 38	423 6 8
HURWORTH ESTATE - - - -	460 2 38	185 0 0
	6,481 3 22	5,325 14 8

William Bolam, Land Agent.