ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

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Cap. 7.

An Act for authorizing Mining and other Leases and Sales and Exchanges to be made of the Lands devised by the Will of *George Bray* deceased; and for other Purposes.

[30th *July* 1855.]

Will of George Bray, dated 6th Nov. 1849.

WHEREAS *George Bray*, late of Number Eight, *Wellington Road, Saint John's Wood*, in the Parish of *Saint Marylebone*, formerly a Captain in the First Regiment of Dragoon Guards, duly made and executed his last Will and Testament in Writing, dated the Sixth Day of *November* One thousand eight hundred and forty-nine, and thereby gave and bequeathed all his Freehold Property in *Northumberland* to his Nephew *Joseph Clayton de Windt* by his then Name of *Joseph Clayton Jennyns*, (but who afterwards, in the Month of *February* One thousand eight hundred and fifty-one assumed by Royal Licence the sole Surname of *de Windt*,) and after his Death to his Sons in Tail lawfully begotten, and in the event of his or their Death without Sons lawfully begotten then the said Testator left the said Estates to his Cousin *James Haydock Haydock* (since deceased), and after his Death to his Sons lawfully begotten, beginning with the elder; and he requested that

his Friends *George Smith* Esquire and his Nephew *Harry Styan* Esquire, both of *Lincoln's Inn*, would act as his Trustees under that his Will, to each of whom he left the Sum of One hundred Pounds: And whereas on the Twenty-sixth Day of *July* One thousand eight hundred and fifty-one the Right Honourable *Thomas Henry* Lord *Ravensworth* and Partners entered into a written Agreement with the said Testator for a Lease to the said *Thomas Henry* Lord *Ravensworth* and Partners of between Five and Six hundred Acres of the said Testator's Mines called the *Mason* Coal Mines, for a Term of Thirty-one Years, computed from the First Day of *July* One thousand eight hundred and fifty-one, at a certain Rent of Five hundred Pounds *per Annum*, and according to certain Reservations, Conditions, and Stipulations in the said Agreement particularly specified: And whereas the said Testator died on the Twenty-second Day of *June* One thousand eight hundred and fifty-two without having altered or revoked his said Will, and Letters of Administration with the Will annexed of the Goods, Chattels, and Credits of the said Testator were on the Twenty-third Day of *September* One thousand eight hundred and fifty-two granted by the Prerogative Court of the Archbishop of *Canterbury* unto the said *Joseph Clayton de Windt*: And whereas on the Twenty-third Day of *March* One thousand eight hundred and fifty-three *George Tucker Seaham de Windt* an Infant, by *William Henry Smith* his next Friend, filed his Bill of Complaint in the High Court of Chancery against the said *Joseph Clayton de Windt*, *George Smith*, and *Harry Smith Styan*, which, after stating, amongst other things, as or to the Effect herein-before recited, and that the said *George Tucker Seaham de Windt* was the only Son then born of the said *Joseph Clayton de Windt*, prayed, amongst other things, that the said Testator's Real Estate might be administered by and under the Direction of the Court: And whereas by an Order of the said Court of Chancery made in the said Cause by his Honour the Vice-Chancellor Sir *William Page Wood* on the Twentieth Day of *April* One thousand eight hundred and fifty-three, the Court being of opinion that the said Agreement of the Twenty-sixth Day of *July* One thousand eight hundred and fifty-one was a fit and proper Lease to be carried into execution, but that such Lease ought to be granted to the said *Thomas Henry* Lord *Ravensworth* and *John Bowes*, it was ordered, amongst other things, that a Lease to carry out the said Agreement, with such Variation as aforesaid, be submitted to the Judge to whose Court the Cause was attached for his Approval, and that the said Infant should execute the same when so approved of: And whereas by a Decree or Decretal Order dated the Twenty-fourth Day of *June* One thousand eight hundred and fifty-three, and made in the said Cause, it was, amongst other things, ordered that an Inquiry be made what Real Estate the Testator was seised of or entitled to at the Date of his Will and at the Time of his Death, and

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what Incumbrances or Contracts affected the said Testator's Real Estate, and what Children of the said *Joseph Clayton de Windt* were living at the Time of the Death of the said Testator, and whether any and which of them had since died: And whereas by the Certificate of the Chief Clerk of the said Vice-Chancellor, dated the Twelfth and filed on the Twenty-fifth Day of *May* One thousand eight hundred and fifty-four, and made in pursuance of the said last-recited Order, it appeared, amongst other things, that the Particulars of the Real Estate of which the said Testator was seised or entitled consisted of the Hereditaments the Particulars of which are comprised in the Schedule to this Act annexed, and that there were not any Incumbrances or Contracts affecting the said Testator's Real Estate, except the said Contract for a Lease of the Mines called the *Mason* Coal Mines in the County of *Northumberland*, and directed by the said Order dated the Twentieth Day of *April* One thousand eight hundred and fifty-three to be carried into effect, and that the said *George Tucker Seaham de Windt* and *Margaret Lili Alice de Windt* were the only Children of the said *Joseph Clayton de Windt* living at the Time of the Death of the said Testator, and they were then living: And whereas by an Indenture of Lease dated the Eleventh Day of *September* One thousand eight hundred and fifty-four, and expressed to be made between the said *Joseph Clayton de Windt* and *George Tucker Seaham de Windt* of the one Part, and the said *Thomas Henry* Lord *Ravensworth* and *John Bowes* of the other Part, and which was intended to be made in pursuance of the said Order of the Twentieth Day of *April* One thousand eight hundred and fifty-three, the Coal Mines and Seams of Coal situate within or under the Lands or Grounds therein mentioned, containing in the whole Five hundred and fifty-four Acres Three Roods Four Perches or thereabouts, being Part of the Lands and Grounds comprised in the Schedule to this Act annexed, except a Barrier of Thirty Yards around the Outboundaries of the Mines thereby demised, except such Part of the said Barrier as had been broken through or removed, were, with the Rights, Powers, and Authorities therein specified, granted and demised by the said *Joseph Clayton de Windt* and *George Tucker Seaham de Windt* unto the said *Thomas Henry* Lord *Ravensworth* and *John Bowes*, their Executors, Administrators, and Assigns, from the First Day of *July* One thousand eight hundred and fifty-one for the Term of Thirty-one Years, determinable at the End of the Eighth, Tenth, or any Third subsequent Year, as therein mentioned, at the certain and other Rents, and subject to the Reservations, Covenants, Provisoes, Conditions, Restrictions, and Stipulations therein contained: And whereas on the Fourteenth Day of *April* One thousand eight hundred and fifty-five an Agreement in Writing was entered into between the said *Joseph Clayton de Windt* of the First Part, the said

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John Bowes (being the surviving Partner of the said *Thomas Henry* Lord *Ravensworth*) of the Second Part, and the said *John Bowes*, and *William Hutt*, *Nicholas Wood*, and *Charles Mark Palmer*, therein respectively described, of the Third Part, for an Application to Parliament for an Act with sufficient Powers for authorizing the Acceptance of a Surrender of the said herein-before recited Indenture of Lease, and the Term and Interest thereby granted, and the granting of a Lease of the Coal Mines and Seams of Coal within or under the Lands and Hereditaments described in the Schedule to this Act annexed, or the Bulk thereof, together with certain Rights, Privileges, Powers, and Authorities therein mentioned for working the same and other Coal Mines connected therewith, to the said *John Bowes*, *William Hutt*, *Nicholas Wood*, and *Charles Mark Palmer*, their Executors, Administrators, and Assigns, for the Term of Forty-two Years from whichever of the Two several Days, *videlicet*, the First Day of *July* and the First Day of *January*, should happen next after the passing of the said Act, determinable at the End of the Tenth or any Third subsequent Year, at the certain and other Rents, and subject to the Reservations, Covenants, Provisoes, Conditions, Restrictions, and Stipulations in such Agreement contained or referred to, and for the surrendering of such Indenture of Lease, Term, and Interest, and the granting of such other Lease accordingly: And whereas the said *George Tucker Seaham de Windt* is the only Son at present born of the said *Joseph Clayton de Windt*: And whereas the said *James Haydock Haydock* died on the Twenty-fourth Day of *March* One thousand eight hundred and fifty-five, leaving *James William Haydock* his eldest Son, who has attained the Age of Twenty-one Years, and *Henry James Haydock*, *Joseph James Boardman Haydock*, and *Philip James Haydock*, his other Sons, who are Infants under the Age of Twenty-one Years, and the said *Joseph Clayton de Windt* is the Heir-at-Law of the said Testator *George Bray*: And whereas the Cottages and Farm Buildings on the said Lands comprised in the said Schedule to this Act are much out of Repair, and additional Cottages and Farm Buildings are required, and Parts of the said Lands would be much increased in Value if the same were drained and brought into Cultivation or planted; and it is also considered that Parts of the said Lands might from Time to Time be beneficially sold or exchanged: And whereas the said Will contains no Powers of granting Mining or other Leases or of accepting Surrenders of Leases, or any Powers for enabling the Repair of old or the building of new Cottages and Farm Buildings, or for draining, planting, thinning, or otherwise improving Plantations and Woods, or otherwise for the Improvement of the said Lands and Hereditaments, or Powers of Sale and Exchange, or any Powers whatsoever; and it would be for the Benefit of the several Persons interested or entitled under the said Will

Will to the said Lands and Hereditaments thereby devised, and in remainder expectant on the Determination of such Interests, if the said Agreement entered into on the said Fourteenth Day of *April* One thousand eight hundred and fifty-five as aforesaid could be carried into effect, and if such Powers of granting Mining, Improving, and other Leases, and of accepting Surrenders of Leases, and for enabling the Repair of the old and building of new Cottages and Farm Buildings, and for planting, thinning, and otherwise improving Plantations and Woods, and generally for the Improvement of the said Lands and Hereditaments, and such Powers of Sale and Exchange as are herein-after contained, were given to the Persons and in the Manner herein-after mentioned: And whereas the Purposes aforesaid cannot be effected without the Aid of Parliament: And whereas by an Order made by his Honour the Vice-Chancellor Sir *William Page Wood*, dated the Twenty-first Day of *April* One thousand eight hundred and fifty-five, in the said Suit upon the Petition of the said *George Tucker Seaham de Windt*, by the said *William Henry Smith* his next Friend, it was, amongst other things, ordered that the said Agreement dated the Fourteenth Day of *April* One thousand eight hundred and fifty-five be carried into effect, and that the Petitioner be at liberty in this or any future Session of Parliament to apply or join and concur in applying for an Act of Parliament enabling him and all proper Parties to grant Leases of the Mines comprised therein, and giving Powers of Sale and Exchange, and of granting Mining, Building, and other Leases, and otherwise for the due and proper Management, Drainage, and Improvement of the Real Estates comprised in the said Will of the said *George Bray*, and that the Draft of a Bill for an Act of Parliament to effect the said Object be approved by the Judge to whose Court the said Suit was attached: And whereas this Bill has been approved by the said Vice-Chancellor, the Judge to whose Court the said Suit is attached, pursuant to the said Order: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Joseph Clayton de Windt*, on his own Behalf and on behalf and as the Father and Guardian of the said *George Tucker Seaham de Windt*, and the said *James William Haydock* on his own Behalf, and *Mary Maria Haydock* on behalf and as the Guardian of the said *Henry James Haydock*, *Joseph James Boardman Haydock*, and *Philip James Haydock*, 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:

Interpretation of Terms.

I. That the Words and Expressions herein-after mentioned, which in their ordinary Signification have a more confined or different Meaning, shall in this Act, except where the Nature of the Provision or

or the Context of the Act shall exclude such Construction, be interpreted as follows; (that is to say),

The Word "Land" shall include Messuages, Buildings, Lands, Tenements, and Hereditaments:

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.

Person authorized by this Act may accept Surrender of existing Mining Leases and grant new Leases.

II. That it shall be lawful for the Person herein-after authorized to grant Mining Leases, with the Sanction of the Court of Chancery, to accept a Surrender of the said herein-before recited Indenture of Lease, and the Term and Interest thereby granted, and also the Interest agreed to be granted by the said Agreement of the Twenty-sixth Day of *July* One thousand eight hundred and fifty-one, and to grant a Lease of the Coal Mines and Seams of Coal and other Hereditaments comprised in the said Agreement made on the said Fourteenth Day of *April* One thousand eight hundred and fifty-five, together with the Rights, Privileges, Powers, and Authorities in such Agreement specified, for the Term, at the certain and other Rents, and subject to the Reservations, Covenants, Provisoes, Conditions, Restrictions, and Stipulations therein contained or referred to, or such further or other Reservations, Covenants, Provisoes, Conditions, Restrictions, and Stipulations as to the said Court of Chancery shall seem reasonable: Provided always, that the Persons to whom such Lease shall be granted as aforesaid do execute a Counterpart thereof: provided also, that after such Lease shall have been executed, with such Consent as aforesaid, the same shall be deemed and taken to be duly granted, notwithstanding any Variation between such Lease and the said Agreement made on the Fourteenth Day of *April* One thousand eight hundred and fifty-five, and such Agreement shall not form any Part of the Evidence of Title at Law or in Equity to the Benefit of the same Lease.

Power to grant Mining Leases for any Term not exceeding 40 Years.

III. That it shall be lawful for the said *Joseph Clayton de Windt* during his Life, and after his Decease for every Person who shall under the Limitations of the said Will be for the Time being in the actual Possession of or entitled to the Receipt of the Rents of the Lands comprised in the Schedule to this Act, if such Person shall be of full Age, but if not then for his or her Guardian for the Time being, by Deed, from Time to Time (but subject and without Prejudice to the Lease herein-before authorized to be granted in pursuance of the said Agreement made on the Fourteenth Day of *April* One thousand eight hundred and fifty-five) to lease all or any Mines or Minerals, opened or unopened, within, under, or upon any of the said Lands comprised in the Schedule to this Act annexed, and also any

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Part of such Lands which may be thought proper or expedient to be leased therewith, or which it may be deemed expedient to lease, for facilitating the working of other Mines or Minerals than those within or under the said last-mentioned Lands, or for the Purpose of Way-leaves, as herein-after mentioned, to any Person, for any Term or Number of Years not exceeding Forty Years, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search for, and win, work, take, use, and dispose of, all such Minerals as shall be found in the Mines so to be leased, and to sink, make, and work Grooves, Shafts, Drifts, Trenches, Sluices, Waygates, Watergates, and Watercourses, and to erect Furnaces, Fire or other Engines, Buildings, Mills, or Gins, and to use all other Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, and getting of Minerals forth and out of the same Mines or any adjoining or other Mines, as for the avoiding and carrying away of Water, foul Air, or Stench from, forth, and out of the same Mines respectively; and also full and free Liberty of Outstroke and Instroke into or from any adjoining or other Mines; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground Room, Heap Room, and Pit Room, for laying, placing, and manufacturing the Minerals, Earth, and Rubbish that shall from Time to Time be wrought, dug, gotten, or proceed from, forth, or out of the said Mines so to be leased as aforesaid, or any adjoining or other Mines, and also sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Leases respectively, and their respective Executors, Administrators, and Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of any such Lease, to take and carry away, with Horses, Carts, Wains, Waggons, and other Carriages, over or under any of the Lands comprised in the said Schedule to this Act annexed, all the Minerals which shall from Time to Time be wrought, won, or gotten in, from, forth, and out of the said Mines so to be leased as aforesaid, or any adjoining or other Mines; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, in any convenient Place or Places near any of the said Mines so to be leased, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for the standing, laying, and placing of any Workmen, Horses, Gear, Utensils, or Materials to be employed or used in or about the working of the said Mines respectively, and to dig and get Stone, Peat, or Clay for erecting, building, or repairing such Houses or other Buildings, and do whatsoever shall be needful or requisite in or about or for the winning, working, obtaining, getting, washing, cleansing, and smelting of Minerals from, forth, and out of the said Mines, and for the manufacturing, taking, and carrying away of the same; and also

also to lease to any Person whomsoever, for any Term or Number of Years not exceeding Forty Years, to take effect in possession, and not in reversion or by way of future Interest, full and free Liberty of Way and Passage, with Horses, Waggons, Wains, Steam Engines, Carts, and Carriages, for the Conveyance of Coal, Freestone, and other Minerals and Commodities, and of constructing and making Railways, Tramways, Sidings, and all other Works and Buildings necessary or incident thereto, upon, along, over, and across or under any of the said Lands comprised in the said Schedule to this Act annexed; so as in and by every such Lease there be reserved and made payable during the Continuance of the Term thereby granted, and to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best and most improved yearly or other Rent or Rents, whether certain or contingent, 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 making such Lease, and considering the Circumstances of the Case, and the 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 the Case may be), without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making the same; and so as in every such Lease there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Land therein comprised, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved for any Space not exceeding Forty Days, or for Nonperformance or Nonobservance of any of the Covenants or Agreements on the Part of the Lessee therein contained (except such, if any, of the same Covenants and Agreements, not being for the Payment of Rent, as the Person granting such Lease shall think it reasonable to except), and also with or without (as the Person granting such Lease shall think fit) a Proviso that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend (except of the Covenant for Payment of Rent, and of such other Covenants and Agreements, if any, as the Person granting the said Lease shall think it reasonable to except,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach, and unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so as there be not contained in such Lease any Clause or Words authorizing the Lessee to commit Waste,

or

or exempting him from Punishment for committing Waste, save so far as may be necessary for the Purposes aforesaid; and so as the Lessee execute a Counterpart of such Lease: Provided nevertheless, that there may be contained in every such Lease as aforesaid such further or other Covenants, Provisoes, Conditions, Restrictions, and Stipulations as to the Person granting such Lease shall appear reasonable.

Rent of Mines to be received by Trustees appointed by this Act.

IV. That the Rents reserved and made payable upon every Mining Lease granted under the Authority of this Act shall from Time to Time during the Estate and Interest of any Person entitled under the Limitations of the said Will of the said *George Bray* deceased to the immediate Reversion of the Mines and other Hereditaments to be demised by such Lease, as Tenant for Life or Tenant in Tail Male or in Tail, together with the apportionable Share (if any) accruing to him or his Estate upon or after his Decease of and in such Rents, be received by *Frederic William Johnson* of the City of *Bath* in the County of *Somerset*, Esquire, and *Harry Smith Styan* of Number Four, *Stone Buildings*, *Lincoln's Inn*, in the County of *Middlesex*, Gentleman, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being acting in the Trusts hereby created, instead of by such Tenant for Life or in Tail Mail or in Tail, or his Guardian; and the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, and such other Trustees or Trustee as aforesaid, shall have such and the same Remedies for recovering and enforcing the Payment of the same Rents by Distress or Action as such Tenant for Life or in Tail Male or in Tail, or such Guardian, would legally have had if this present Provision had not been inserted in this Act, and the Receipts in Writing of the said *Frederic William Johnson* and *Harry Smith Styan*, or the Survivor of them, or the Executors or Administrators of such Survivor, or such other Trustees or Trustee as aforesaid, or their or his Agent respectively, duly authorized in Writing, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee, or his Executors, Administrators, or Assigns, for the said Rents, or for so much thereof as in such Receipts respectively shall be acknowledged to be received; but nothing on this Proviso contained shall prejudice or affect the Right of such Tenant for Life or in Tail Male or in Tail, or his Guardian, to re-enter on the Premises to be demised by any such Lease by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Manner in which Rent of Mines to be applied.

V. That the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution

cution of the Trusts hereby created, shall stand possessed of and interested in the Rents to be received by them or him as aforesaid upon the Trusts following; (that is to say,) upon trust, in the first place, to pay and satisfy thereout the Costs and Charges (if any) which from Time to Time may be incurred in or about the Recovery or Receipt thereof; and, in the next place, to pay thereout the yearly Sum of Five hundred Pounds unto the said *Joseph Clayton de Windt*, or other the Tenant for Life or Tenant in Tail Male or in Tail for the Time being, or his Guardian; and, in the next place, to pay and discharge thereout all Costs, Charges, and Expenses (including Surveyor's Fees and Solicitor's Charges) of preparing, soliciting, applying for, obtaining, and passing this Act and incidental thereto, such Costs, Charges, and Expenses to be ascertained, settled, and taxed by the said Court of Chancery; and, subject as aforesaid, upon trust from Time to Time to pay Three Fourths of the Surplus of the said Rents into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account to be entitled "*Ex parte Bray*'s Mining Account," 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, 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 same Moneys may be applied and invested, and the Investments therefrom, and the Interest and Income thereof, may be holden and applied, in the same or the like Manner as if the Moneys arising from such Three Fourths so to be invested had arisen from Sales made by virtue of this Act of the Land under which the Mines and Hereditaments may be situate in respect whereof such Rents shall have been received, and as to the remaining One Fourth of the said Rents so to be received by them or him, subject as aforesaid, upon trust to pay the same to the Tenant for Life or in Tail Male or in Tail for the Time being, or his Guardian.

Power to grant Farming Leases for any Term not exceeding 21 Years.

VI. That it shall be lawful for the said *Joseph Clayton de Windt* during his Life, and after his Decease for every Person who shall, under the Limitations of the said Will, be for the Time being in actual Possession of or entitled to the Receipt of the Rents of the said Lands comprised in the said Schedule to this Act, if such Person shall be of full Age, but if not then for his or her Guardian for the Time being, by Deed from Time to Time to lease all or any Part of the same Lands (which for the Time being shall not be leased or contracted to be leased under the Powers herein-before contained) to any Person who shall be willing to drain or bring into Cultivation or otherwise permanently improve the Land proposed to be demised, or any Part thereof, or to build Farmhouses or other Farm Buildings thereon, or

to

to any other Persons whomsoever, and either with or without any Liberties or Privileges, as to the Person granting such Lease may seem reasonable, 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 in and by every such Lease there be reserved and made payable, half-yearly or oftener, during the Continuance of the Term thereby granted, and to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best yearly Rent which at the Time of making such Lease can be reasonably obtained for the same, considering the Nature and Circumstances of the Case, and having due Regard to the Responsibility of the proposed Tenant; and so as every such Lease shall be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same; and so as in every such Lease there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Lands therein comprised, and also a Covenant for keeping the Buildings therein comprised or therein covenanted to be built, when built, insured against Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or One of the Public Offices of Insurance in *London* or *Westminster* or in the County of *Northumberland*, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved for any Space not exceeding Forty Days, and for Breach of the Covenant for Insurance, or for Nonperformance or Nonobservance of any of the Covenants or Agreements on the Part of the Lessee therein contained, (except such, if any, of the said Covenants and Agreements, not being for the Payment of Rent or for Insurance, as the Person granting such Lease shall think it reasonable to except,) and also with or without a Proviso, as the Person granting such Lease shall think fit, that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend (except of the Covenant for the Payment of Rent and of Insurance, and of such other Covenants or Agreements, if any, as the said Person granting such Lease shall think it reasonable to except,) shall occasion any Forfeiture of such Lease or of the 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, and unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so as there be not contained in such Lease any Clause or Words authorizing the Lessee to commit Waste, or exempting him from Punishment for committing Waste, save so far as may be necessary for the Purposes aforesaid, and so as the Lessee execute a Counterpart of such Lease: Provided also, that there may be

be contained in every such Lease as aforesaid such further or other Covenants, Provisoes, Conditions, Restrictions, and Stipulations as to the Person granting such Lease shall seem reasonable.

New Covenants or Agreements may be entered into in lieu of or in Explanation or Alteration of existing Covenants.

VII. That it shall be lawful for the Person for the Time being authorized to grant Leases as aforesaid from Time to Time to enter into any new Covenant or Agreement with any Person with whom any Contract shall have been entered into by way of Addition to or Alteration or Explanation of all or any of the Covenants and Agreements in such Contract to be contained, (so nevertheless that such Contract, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions hereby authorized,) or to release the Person with whom any Contract shall have been entered into, and his Heirs, Executors, Administrators, or Assigns, from the Observance or Performance of all or any Part of the same Contract, and (if thought expedient so to do) to enter into new Covenants or Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released (so nevertheless that after such Release such Contract shall, notwithstanding any such new Covenant or Agreement as last aforesaid, continue to be conformable with the Powers and Provisions hereby authorized).

Leases to be valid notwithstanding Variation between Lease and previous Contract.

VIII. That every Lease granted under the Authority of this Act shall be deemed and taken to be duly granted, although it should have been made in pursuance or in consequence of any previous Contract, and such previous Contract should not in all respects have been duly observed, and notwithstanding any Variation between such Lease and such previous Contract; provided such Leases be in other respects in conformity with the Provisions of this Act, 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.

Memorandum of Receipt of Counterpart Lease endorsed on original Lease by Lessor to be Evidence of the Validity of Counterpart.

IX. That a Memorandum in Writing under the Hand of the Person granting any Lease under the Authority of this Act, including the Lease to be granted in pursuance of the said Agreement entered into on the said Fourteenth Day of *April* One thousand eight hundred and fifty-five, endorsed on such Lease so to be granted under the Authority of this Act as aforesaid, acknowledging that he has received such Counterpart of the said Lease as is hereby required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee and of all Persons claiming under him, be *primâ facie* Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

X. That

New Leases may be granted or old Leases confirmed in case of Informality in any Lease granted under the Provisions of this Act.

X. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act shall by reason of any technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, be void or voidable, then and in every such Case it shall be lawful for the Person for the Time being herein-before authorized to grant Leases, if he shall think fit, to confirm such Lease, or grant a new Lease of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions herein contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a yearly Rent which shall not be less in Amount than the yearly Rent reserved by such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Leases, Underleases, and Contracts not to be void on Re-entry by Lessor in certain Cases.

XI. That no Lease, Grant, or Contract to be made by virtue of the Provisions herein-before contained shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for Breach of the Covenant for Insurance, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased, where the Breach or Default in the Lessees Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Lands to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Lands thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Lands which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease to be granted of all or any Part of the Lands to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry, for Nonobservance or Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance or Nonobservance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in such Underlease or some Part thereof; and moreover, that the Breach or Nonperformance or Non-

observance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in any such Underlease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and held to be apportionable so as and in such Manner as that the same shall have a distinct, separate, or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid: That every Lease and Grant which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon all Persons to whom any Estate, Right, or Title whatsoever hath been devised or limited, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the Limitations contained in the Will of the said *George Bray* deceased, or in reversion expectant on the Determination of the Estates thereby created; and that the Right to receive the Rent to be reserved and made payable upon any Lease or Grant to be granted or made in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry contained in such Lease or Grant, or of any Forfeiture of the Term, Right, or Interest thereby conferred, and the immediate Reversion of the Land to be comprised in any such Lease or Grant, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands comprised in such Lease or Grant in case the same had not been executed; and that when and if any Entry under a Condition for Re-entry or for a Forfeiture shall at any Time be made upon any Lands to be leased or granted in pursuance of the Provisions of this Act, then from and after such Entry the Lands comprised in the Lease or Grant which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and with such Remainders and Limitations over, and subject to such Charges, Powers, Provisoes, and Declarations, as the same Premises would at the Time of making such Entry have been vested in and subject to in case the same had never been so leased or granted as aforesaid.

Power to take Surrenders, and re-demise.

XII. That it shall be lawful for the said *Joseph Clayton de Windt* during his Life, and after his Decease for every Person who shall, under the Limitations of the said Will, be for the Time being in the actual

actual Possession of or entitled to the Receipt of the Rents of the said Lands comprised in the said Schedule to this Act, if such Person shall be of full Age, but if not then for his or her Guardian for the Time being, at any Time to accept or authorize a Surrender of all or any of the Mines and other Hereditaments comprised in the said Agreement of the Twenty-sixth Day of *July* One thousand eight hundred and fifty-one, or granted by the said Indenture of Lease of the Eleventh Day of *September* One thousand eight hundred and fifty-four, or any other Lease which may have been granted before or may be granted after the passing or in pursuance of this Act, and upon any such Surrender to grant Leases, under the Powers and Authorities herein-before contained, of the Lands, Buildings, Mines, or other Hereditaments so to be surrendered, or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making such Allowance or Remuneration, by way of annual Charge upon the Premises so surrendered, to the Person surrendering the same, in regulating the Terms upon which new Leases shall be granted, either to the Person surrendering or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the Person granting such Lease shall think reasonable, but so that no such Allowance or annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would if not surrendered have determined by Effluxion of Time: That if the Possession of any Lands to be comprised in any Lease or Contract to be granted or entered into under the Powers of this Act shall at any Time be resumed or recovered by virtue of or under any Condition of Re-entry to be contained in such Lease or Contract, or otherwise, then and in every Case it shall be lawful for the Person for the Time being herein-before authorized to grant Leases as aforesaid, if he shall think fit, to grant Leases, or enter into Contracts to grant Leases, and afterwards to grant Leases, of the same Lands and every or any Part thereof, under the Powers and Authorities herein contained, in the same Manner as if no Leases or Contracts for Leases had been previously granted or entered into.

Powers of Sale or Exchange.

XIII. That it shall be lawful for the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution of the Trusts hereby created, during the Life of the said *Joseph Clayton de Windt*, with his Consent in Writing, and after his Decease with the Consent in Writing of every Person who shall, under the Limitations of the said Will, be for the Time being in the actual Possession of or entitled to the Receipt of the Rents of the Lands comprised in the Schedule to this Act, if such Person

Person shall be of full Age, but if not with the Consent in Writing of his or her Guardian, to sell, or exchange for any Manors, Lands, or Hereditaments in *England* or *Wales*, all or any Part of the said Lands comprised in the Schedule to this Act, and upon any such Exchange to receive any Money for Equality of Exchange; and that it shall be lawful for the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution of the Trusts hereby created, to make any such Sale, either by Public Auction or Private Contract, and to insert any special or other Stipulations as to Title or Evidence of Title, Indemnity, or otherwise, in any Conditions of Sale or Contract for Sale or Exchange of the same Lands or any Part thereof, as they or he shall think fit, and to buy in and rescind any Contract for Sale of the same Lands or any Part thereof, and to resell the same in manner aforesaid, without being responsible for any Loss occasioned thereby; and that upon Payment into the Bank of *England* in the Manner herein-after mentioned of the Purchase Money for which such Lands or any Part thereof shall be sold, or which shall be payable for Equality of Exchange (if any), it shall be lawful for the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution of the Trusts hereby created, by Deed to convey and assure the Lands which shall be so sold or given in Exchange unto the Purchaser or other Person with whom such Exchange shall be made, his Heirs or Assigns, or to such Uses or in such Manner as he or they shall direct or appoint, subject nevertheless and without Prejudice to any Lease, Grant, or Contract which may have been granted or entered into under the Powers herein-before contained, and to any Charge, Mortgage, or other Disposition which may have been made under the Powers of charging and raising Money by Mortgage herein contained, but freed and discharged from all other Estates, Limitations, Uses, Trusts, Powers, Provisoes, and Declarations in and by the Will of the said *George Bray*, and in remainder expectant on the Determination of such Estates, Limitations, or Uses, or in and by this Act limited, expressed, and declared, or authorized or directed to be limited, expressed, and declared, of and concerning the same: Provided always, that no Sale or Exchange shall be made in pursuance of this Power without the Sanction of the High Court of Chancery.

Money arising from Sale or Exchange to be paid into the Bank of England.

XIV. That all and singular the Moneys to arise by any Sale or Sales, or to be received for Equality of Exchange, as aforesaid, shall be paid by the Purchaser or Purchasers, or the Person or Persons with whom any such Exchange or Exchanges shall be made, as the Case may be, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there

there placed to his Account, *ex parte* "The Purchaser or Purchasers of the Estate of *George Bray* 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, 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.

Receipt of Cashier of the Bank of England to be sufficient Discharge to Persons paying in same.

XV. That the Receipt of any Cashier of the Bank of *England* for any Moneys to be paid into such Bank as by this Act directed, and the Certificate of the Accountant-General of the Court of Chancery annexed thereto, shall be an effectual and conclusive Discharge to the Person paying the same for the Money therein respectively acknowledged to be paid; and after filing such Certificate and Receipt, the Person paying the same, his Heirs, Executors, Administrators, or Assigns, shall not be answerable for the Misapplication or Non-application or liable to see to the Application of such Moneys or any Part thereof.

Application of Money paid into the Bank of England.

XVI. That it shall be lawful for the said Court of Chancery and the said Court is hereby required to order all such Moneys as shall be paid into the Bank under the Provisions of this Act, or so much thereof as shall not be ordered by the said Court to be applied in Payment of the Costs, Charges, and Expenses, according to the Provisions herein contained, to be from Time to Time laid out in the Purchase or Redemption of Land Tax, Debts, or other Incumbrances, (being Charges on the Inheritance,) not being Mortgages in Fee or for Terms of Years made under the Power of raising Money by Mortgage herein-after contained, affecting all or any Part of the Lands comprised in the said Schedule to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, to be approved of by the said Court.

Lands purchased or taken in Exchange to be settled, conveyed, or assured to same Uses, &c. as Lands sold or given in Exchange.

XVII. That as well the Freehold and Copyhold Hereditaments so to be purchased as all and every the Freehold and Copyhold Hereditaments so to be received in Exchange as aforesaid shall thereafter forthwith be settled, conveyed, and assured to, for, and upon and subject to such and the same Uses, Estates, Intents, and Purposes, Powers and Declarations, as the Hereditaments to be so sold or exchanged, if not so sold or exchanged, would then have stood settled, limited, or subject to, yet not so as to increase Charges.

Money to be laid out in Purchase of Exchequer Bills until

XVIII. That all Moneys which, pursuant to the Directions hereinbefore 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

invested in pursuance of Powers given by this Act.

Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein-after contained, shall, in the mean-time and until such Moneys shall be applied, 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 the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Exchequer Bills, and the Moneys received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other 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 the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the course of Payment 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 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 by the said Court of Chancery 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 Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses 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 the Act, or to the Representative of such Person.

Old Buildings may be pulled down, repaired, or rebuilt.

XIX. That it shall be lawful for the Person for the Time being authorized to grant Leases as aforesaid to cause either the whole or such Parts as in the Opinion of some competent Person, to be appointed by the Person authorized to grant Leases as aforesaid, shall be deemed necessary, of the Messuages, Cottages, Farmhouses, or other Farm Buildings in or upon the Hereditaments comprised in the Schedule to this Act annexed, to be pulled down or removed, or otherwise to be substantially repaired, as herein-after mentioned, and cause to be used such Part of the Building Materials of the same as shall be deemed proper in or towards the reconstructing or rebuilding of such Messuages, Cottages, Farmhouses, or Farm Buildings, or erecting new and additional or substantially repairing the Messuages, Cottages, Farmhouses, and Farm Buildings on the said Lands, as herein-after is mentioned.

XX. That

Present Buildings may be rebuilt, repaired, or removed.

XX. That it shall be lawful for the Person for the Time being authorized to grant Leases as aforesaid to rebuild and reconstruct, or thoroughly and substantially to repair, such of the present Messuages, Cottages, Farmhouses, and Farm Buildings on the said Lands or any Part thereof, or erect, build, make, and complete such new and additional Messuages, Cottages, Farmhouses, and other Farm Buildings as may be deemed necessary, and for effectuating the Purposes aforesaid to employ such Architects, Surveyors, Builders, Bricklayers, Carpenters, Artificers, Workmen, and Labourers as shall be necessary, at such Wages as he shall deem reasonable, and to enter into such Contracts as shall be deemed advisable; and that the pulling down and removing of any of the Messuages, Cottages, Farmhouses, or Farm Buildings hereby authorized to be pulled down and removed, or the erecting, building, and making of the new Messuages, Cottages, Farmhouses, and Farm Buildings hereby authorized to be erected, built, and made, shall not be deemed Waste or Destruction, at Law or in Equity.

Old Materials may be sold.

XXI. That it shall be lawful for the Person for the Time being authorized to grant Leases as aforesaid to sell and dispose of such Parts of the Materials of the said present Messuages, Cottages, Farmhouses, and Farm Buildings hereby authorized to be pulled down as it may not be deemed expedient to use in the building or repairing of any of the same Messuages, Cottages, Farmhouses, and Farm Buildings respectively, by Public Auction or Private Contract, and in such Lots or Parcels as the Person hereby authorized to make such Sale shall think fit, and to apply the Moneys arising from such Sale in or towards the Discharge of the Costs of pulling down and removing the Messuages, Cottages, Farmhouses, and Farm Buildings which shall be so pulled down or removed as aforesaid, and of erecting, building, making, and completing the said new Messuages, Cottages, Farmhouses, and Farm Buildings aforesaid, and in Execution of the other Purposes authorized by the Clause last aforesaid.

Power to drain or to erect Drainage or Irrigation Works, and for Management of Plantations.

XXII. That it shall be lawful for the Person for the Time being authorized to grant Leases as aforesaid to drain all or any Part of the Lands comprised in the Schedule to this Act annexed, with Tiles, Stones, or other durable Materials, and to irrigate and embank the same or any Part thereof in a permanent Manner, and to erect thereon any Buildings of a permanent Kind incidental or consequential to such Drainage, Irrigation, Embankment, and immediately connected therewith, and also to plant any Part of the said Lands, and from Time to Time to fill up, and, where necessary, drain with open Drains or in manner aforesaid, or otherwise improve such Plantations, or the Woods and Plantations now being on the said Lands,

and

and also at proper Times to cut down such Plantations, so that the same may become Coppice Wood, and also to straighten, repair, or remove old Fences, and make new and additional ones, and generally to do all other Acts in or upon the said Land which may be deemed expedient or advisable for the permanent Improvement thereof; yet so as nothing herein-before contained shall authorize the cutting at any Time or Times hereafter of any Timber or Timber-like Trees which are or shall be growing upon the said Lands, being of the Age of Twenty Years or upwards: Provided always, that it shall be lawful for the Person authorized to grant Leases as aforesaid to sell the Thinnings or Produce of such Plantations or Woods, and all Materials arising from the straightening, repairing, and removing old Fences, or such other Improvements as aforesaid, and not deemed expedient to be used for effecting any of the Improvements by this Act authorized, and to pay or apply the Moneys arising from such Sales in or towards the Discharge of the Costs of thinning or improving such Plantations and Wood, and straightening, repairing, or removing the Fences so authorized to be straightened, repaired, or removed, and the Surplus, if any, to the Person for the Time being entitled to the Rents and Profits of the Lands and Hereditaments (not being Mines) comprised in the Schedule to this Act, or his Guardian.

Trustees may cut Timber, with Consent of Tenant for Life.

XXIII. That it shall be lawful for the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Trusts hereby created, during the Life of the said *Joseph Clayton de Windt* with his Consent in Writing, and after his Decease with the Consent in Writing of every Person who shall under the Limitations of the said Will be for the Time being in the actual Possession of or entitled to the Receipt of the Rents of the same Lands, if such Person shall be of full Age, but if not, with the Consent in Writing of his or her Guardian, from Time to Time, with the Sanction of the said Court of Chancery, to fell and cut any Timber or Timber-like Trees of the Age of Twenty Years or upwards which are or shall be growing in or upon the said Lands comprised in the said Schedule to this Act annexed, and to sell the same, either by Public Auction or Private Contract, or such Part thereof as may not be used for effecting any of the Improvements by this Act authorized, and the Proceeds of the Sales of which Timber and Timber-like Trees shall, after Payment thereout of all Costs and Charges incidental to the felling and cutting of the same and to the Sale thereof, be applied and disposed of as herein directed with respect to the Proportion herein-before directed to be paid into the Bank of *England* of the said Rents to be received by the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of

of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Trusts hereby created under Mining Leases granted under the Authority of this Act.

Court of Chancery may allow and tax the Costs incurred in carrying out the Provisions of this Act.

XXIV. That it shall be lawful for the said Court of Chancery 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 Expenses 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 Moneys as are herein-before directed to be paid in, and in taking the said Moneys out of the Bank, and discharging Incumbrances as aforesaid, or investing the aforesaid Moneys 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 of the same, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Order as the Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid out of the Moneys to be paid into the Bank pursuant to this Act, or out of the Moneys arising from the Sale of the Exchequer Bills so to be purchased as aforesaid.

Powers created by this Act may be exercised concurrently by Persons entitled to undivided Parts or Shares.

XXV. That the several Powers, Authorities, and Discretions by this Act created shall, with respect to any undivided Parts, Shares, or Interests of and in any Lands comprised in the Schedule to this Act, be from Time to Time exercisable in concurrence with the Person entitled to or having Power or Right of Disposition of or over any other undivided Part, Share, or Interest of or in the same Lands, and in such Manner, to such Extent, and with such Effect as according to the several and respective undivided Parts, Shares, and Interests may, to the Person by this Act authorized to exercise such Power, Authority, and Discretion, seem expedient.

Power to appoint new Trustees.

XXVI. That if the said *Frederic William Johnson* and *Harry Smith Styan*, or any future Trustee or Trustees who shall succeed or shall be appointed in the Place or Stead of them or either of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from or shall refuse or decline or become incapable to act in the Trusts or Powers hereby vested or reposed in them or him, before the said Trusts or Powers shall be fully executed or performed, or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery from Time to Time to nominate and appoint any Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying

or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Inquiry as to Expediency of Improvements, &c. authorized by this Act may be instituted, and Money raised on Mortgage, in certain Cases.

XXVII. That it shall be lawful for the said Court of Chancery to sanction and direct the laying out of such Sums of Money as may be deemed expedient in erecting, building, making, and completing any of the Messuages, Cottages, Farm Buildings, and Farmhouses hereby authorized to be erected, built, and made, and in thoroughly and substantially repairing such Parts of the Messuages, Cottages, Farmhouses, and Farm Buildings as it may not be necessary to pull down and remove, and in the Drainage, Irrigation, and Embankment hereby authorized to be made and effected, and in the Erection of Buildings incidental and consequential to the said Drainage, Irrigation, and Embankment, or immediately connected therewith, or for any of the Purposes aforesaid, and to order that such Moneys as the said Court shall authorize to be so laid out, together with the Expenses of and incidental to the Application to the said Court, and the Expenses of raising the Money so authorized to be raised, shall be raised as herein after mentioned; and upon such Order being made the said *Frederic William Johnson* and *Harry Smith Styan*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Execution of the Trusts hereby created, or such other Person as the said Court shall appoint, shall and may and they and he are hereby required to borrow and take up at Interest, by way of Mortgage of the said Lands comprised in the said Schedule to this Act or a competent Part thereof, such Sum or Sums of Money as the said Court shall have ordered to be raised, with Interest thereon after a Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, to be computed from the Time when such Sum shall be borrowed or taken up, or from such other Time as the Court shall direct, and for that Purpose to convey and assure in Fee or to demise for any Term or Number of Years all the said Lands or a competent Part thereof by way of Mortgage, to any Person or Body Corporate who shall be willing to lend or advance the same, or to his or their Nominee or Nominees.

Power for Trustees to raise further Money on Mortgage, to

XXVIII. That in case the Person lending the same, or who may for the Time being be entitled thereto, shall require all or any Part of the Principal Money which may have been borrowed under the Authority of this Act for the Purposes in the last preceding Clause mentioned

mentioned or referred to to be paid off and discharged, then and in every such Case it shall be lawful for the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Trusts hereby created, or such other Person as the said Court shall appoint, in lieu and for the Purpose of enabling them or him to repay the Principal Money which shall have been so required to be paid off and discharged, to borrow and take up at Interest by way of Mortgage, in the Manner herein-before directed, upon the Security of the Lands comprised in the Schedule to this Act, such Principal Sum or Sums of Money as shall be equal in Amount to the Principal Sum or Sums of Money which shall have been so required to be paid off and discharged, and so from Time to Time as often as the same shall happen.

pay off existing Mortgages.

XXIX. That the Trustees or Trustee for the Time being acting in the Trusts and Powers hereby created shall be respectively chargeable only for such Moneys as they shall respectively actually receive, notwithstanding their respectively signing any Receipt for the sake of Conformity, and shall be answerable and accountable only for their own Acts, Receipts, Neglects, or Defaults, and not for those of each other, nor for any Banker, Broker, or other Person with whom any Trust Moneys may be deposited, nor for the Insufficiency or Deficiency of any Stocks, Funds, or Securities, nor for any Loss, unless the same shall happen through their own wilful Default respectively.

Indemnity to Trustees.

XXX. That the Receipt or Receipts of the said *Frederic William Johnson* and *Harry Smith Styan*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee acting in the Trusts hereby created, or other the Person authorized to execute such Mortgage Deeds as aforesaid, for any Moneys to be raised under the said Powers of raising Money by Mortgage, or if the said Moneys shall be directed to be paid into the Bank to the Credit of the Accountant General of the Court of Chancery, then the Receipt of any Cashier of the Bank of *England* for such Moneys, and the Certificate of the Accountant General annexed to the same, and filed in the proper Office of the said Court of Chancery, shall be a conclusive Discharge to the Person or Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid the Person or Persons paying such Money shall not be answerable for the Misapplication or Nonapplication or liable to see to the Application of such Moneys or any Part thereof.

Receipt of Trustees or other Persons authorized by this Act to execute Mortgage Deeds sufficient Discharge.

XXXI. That all Principal Moneys which may be borrowed or taken up under the Authority of this Act shall be repaid out of the Rents and Profits of the Lands comprised in the said Schedule to this Act,

Specifying Times for Repayment of Money

borrowed under the Authority of this Act.

Act, within the Periods following; (that is to say,) all Monies borrowed or taken up for the Purposes of Drainage, Irrigation, and Embankment hereby authorized to be made and effected, and in the Erection of Buildings incidental and consequential to the said Drainage, Irrigation, and Embankment, or immediately connected therewith, within such a Number of Years not exceeding Fourteen Years next after the borrowing thereof as the Court of Chancery shall direct; and all Moneys borrowed or taken up for the Purposes of erecting, building, making, and completing any of the Messuages, Cottages, Farmhouses, and Farm Buildings hereby authorized to be erected, built, and made, and in thoroughly and substantially repairing such Parts of the Messuages, Cottages, Farmhouses, and Farm Buildings as it may not be necessary to remove, shall be repaid, out of the Rents and Profits of the Lands comprised in the Schedule to this Act, within such Number of Years, not exceeding Twenty-five Years next after the borrowing thereof, as the Court of Chancery shall direct.

Money borrowed, &c. to be paid annually.

XXXII. That, in order to provide for the Repayment of the Principal Money so borrowed, the said *Joseph Clayton de Windt* shall during his Life, and after his Decease the Persons for the Time being successively entitled to those Rents, shall, yearly and every Year, out of those Rents and Profits, pay to the said Trustees or Trustee such a Sum as with the Income (if any) of the Sinking Fund by this Act directed to be provided shall be equal to One Year's Share or Proportion of the Principal Moneys so borrowed (such Principal Moneys being for this Purpose taken as divided into such Number of Shares as shall correspond with the Number of Years appointed by the said Court of Chancery for the Repayment of the said Principal Moneys); and in default of such Payment the said Trustees or Trustee may and shall recover the Amount or Amounts in arrear by Entry and Distress upon the Lands comprised in the Schedule to this Act annexed, or by Action, Suit, or other proper Proceeding against the said *Joseph Clayton de Windt* or other the Person for the Time being entitled to the Perception of such Rents and Profits.

Tenants for Life to keep in repair, after Expenditure under the Act.

XXXIII. That, notwithstanding any Provisions of the Will of the said *George Bray* deceased, under which any Tenant for Life, Tenant in Tail Male or in Tail, are or might otherwise claim to be free from Impeachment of Waste, all Parties who shall from Time to Time be beneficially entitled thereunder to the Possession or Receipt of the Rents and Profits of any Buildings repaired, improved, or constructed under the Powers of this Act, shall afterwards keep all the same Buildings in good tenantable Repair and Condition during all their respective Estates or Interests in the Premises, or so long as any Moneys whatsoever raised under the Powers of this Act shall remain charged upon all or any Part of the Premises therein comprised, and the

the said Parties respectively, and their Real and Personal Representatives, to the full Extent of their Assets, shall be answerable to all Parties entitled to or interested in the Premises in Remainder or Reversion for the full Performance of the Duty hereby reposed in them.

Trustees to invest such annual Payment so as to form a Sinking Fund.

XXXIV. That the said Trustees or Trustee shall from Time to Time invest, in their or his Names or Name, in the Parliamentary Funds of *Great Britain*, the yearly Sums to be so paid to or received by them or him as last aforesaid, and the Income arising from such Investment, so as to increase the same by way of Compound Interest, and to form a Sinking Fund for the paying off, as by this Act required, the Principal Moneys which may have been so borrowed as aforesaid.

Sinking Fund to be applied in Payment of Principal Money.

XXXV. That such Sinking Fund shall, as soon as the Amount thereof is sufficient, be applied by the said Trustees or Trustee in paying off the Principal Money which may have been borrowed under the Authority of this Act for the Purposes herein-before mentioned, or such Part thereof as may then remain undischarged: Provided always, that the said Trustees or Trustee may from Time to Time apply the Amount for the Time being of such Sinking Fund, or any Part thereof, in paying off Part of such Principal Sum.

No more than One Year's Arrears of Interest to be recovered by Mortgagees as against the Hereditaments comprised in such Mortgages.

XXXVI. That after the Determination of the Estate of any Person who from Time to Time shall be entitled by virtue of the Limitations of the said Will of the said *George Bray* to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover, as against the Hereditaments comprised in such Mortgage, more than One Year's Arrear of Interest which may have accrued in respect of and prior to the Determination of such Estate.

Interest on Mortgages becoming due prior to Determination of Estate of Persons last entitled to be paid by their Heirs, Executors, or Administrators.

XXXVII. That after the Determination of the Estate of any Person who shall be entitled as aforesaid to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, the Heirs, Executors, or Administrators of the Person or Persons whose Estate shall so determine as aforesaid shall pay all Interest which shall have become due on the said Mortgage in respect of and prior to the Determination of such Estate, including so much of the accruing Interest upon the Money secured by any such Mortgage, and not actually paid at the Time of the Determination of such Estate, as shall be proportional to the Time which such Person shall have lived of the current Half Year; and in every Mortgage to be made under the Authority of this Act a

Power of Distress and Entry for the Recovery of the Interest of the Principal Moneys to be secured may be granted to the Mortgagee or Mortgagees.

Tenant for Life may recover Arrears of Interest from the Representation of the last Tenant for Life.

XXXVIII. That if any Tenant for Life or in Tail Male or in Tail shall be compelled to pay any such Arrear of Interest which had accrued due prior to the Commencement of his Estate, he shall be entitled to recover the Amount so paid from the Heirs, Executors, or Administrators of the Person or Persons during the Continuance of whose Estate such Arrears of Interest accrued due.

Applications to the Court of Chancery to be by Petition.

XXXIX. That in all Cases in which the said Court of Chancery is hereby authorized to give any Sanction or make any Order, such Sanction or Order may be given or made by the said Court upon Petition presented in the Matter of this Act by or on behalf of any Person for the Time being interested in the Lands subject to the Limitations of the said Will of the said *George Bray*, either in Possession, Reversion, or Remainder, or by any Judge of the said Court at Chambers, upon the Application of any such Person, by Summons.

Saving Rights of the Crown.

XL. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person, Body Politic and Corporate, and their respective Heirs, Executors, Administrators, Successors, and Assigns, (other than and except the said *Joseph Clayton de Windt* and *George Tucker Seaham de Windt*, and all and every other the Son and Sons of the said *Joseph Clayton de Windt*, and the Heirs of the Body of the said *George Tucker Seaham de Windt*, and of such other Sons respectively, and the said *James William Haydock*, *Henry James Haydock*, *Joseph James Boardman Haydock*, and *Philip James Haydock*, and the Heirs of their respective Bodies, and the right Heirs of the said *George Bray* deceased, and all other Persons whomsoever to whom any Estate or Interest whatever of and in the said Lands comprised in the Schedule to this Act hath been given or limited, or shall have descended or devolved, or shall descend or devolve, by virtue of the Will of the said *George Bray* deceased, or in Remainder expectant on the Determination of the Limitations in the said Will contained,) all such Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever, at Law or in Equity, as they or any of them had before the passing of this Act, or could or might or ought to have had and enjoyed in case this Act had not been passed.

Short Title.

XLI. In citing this Act for any Purpose it shall be sufficient to use the Expression "*Bray*'s Estate Act, 1855."

XLII. That

Act not to be a Public Act.

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

The

The SCHEDULE referred to in the foregoing Act.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
			Brankley Farm.						
Hoy, James -	Ponteland -	1	North-west Breds -	8	2	26			
,,	,,	2	North-east Breds -	9	1	15			
,,	,,	3	South-west Breds -	7	3	25			
,,	,,	4	Middle Breds - -	8	1	0			
,,	,,	5	North Meadow Close -	6	2	0			
,,	,,	6	South Breds - -	13	1	12			
,,	,,	10	Waste Ground and Pond	0	3	16			
,,	,,	11	House, Buildings, Rick-yard, and Five Cottages underlet - -	0	1	32			
,,	,,	12	Garden - - -	0	1	3			
,,	,,	13	Garden - - -	0	0	25			
,,	,,	14	Garden - - -	0	0	4			
,,	,,	15	Calf Close - -	0	2	22			
,,	,,	17	North Small Rigs -	13	1	3			
,,	,,	20	North Moor Close -	13	3	20			
,,	,,	21	Old House Close - -	15	0	15			
,,	,,	22	White Rigs - -	23	3	20			
,,	,,	23	South Small Rigs -	15	3	0			
,,	,,	24	Horse Rigs - -	7	3	20			
,,	,,	25	Field - - -	20	1	28			
,,	,,	26	Field - - -	22	0	21			
,,	,,	27	Field (West Moor Close)	28	0	28			
,,	,,	29	Middle Moor Close -	16	2	12			
,,	,,	30	South Middle Moor Close	14	0	11			
							247	1	38
In hand -	Ponteland -	7	Wood - - -	0	1	9			
,,	,,	8	Wood - - -	0	1	9			
,,	,,	9	Road - - -	2	2	3			
,,	,,	16	Wood - - -	0	2	10			
,,	,,	18	Wood - - -	2	2	30			
,,	,,	19	Wood - - -	2	2	25			
,,	,,	28	Wood - - -	0	3	15			
							9	3	21
			Gardners House Farm.						
Fenwick, William	Ponteland -	1	Brankley Hill - -	26	3	8			
,,	,,	2	Black Heath - -	17	3	15			
,,	,,	3	Granary Field - -	12	1	25			
,,	,,	4	Fox Cover Field -	16	3	5			
,,	,,	5	North Car Close } in one	20	0	5			
,,	,,	6	South Car Close }						
,,	,,	7	Dale Field - -	17	1	15			
,,	,,	9	Front Field - -	19	3	25			
,,	,,	10	Calf Close - -	1	3	30			
,,	,,	12	Garden - - -	0	0	16			

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
Fenwick, William	Ponteland -	13	House, Buildings, Three Cottages underlet, and Rickyard - -	0	3	29			
,,	,,	14	Fold Yard - -	1	0	0			
,,	,,	15	North Field - -	8	3	0			
,,	,,	16	Toms Close - -	17	3	15			
,,	,,	18	Calf Close and Garden -	2	0	4			
,,	,,	19	Quarry Rigs - -	13	3	6			
,,	,,	20	East Calferlands -	26	3	8			
,,	,,	21	East Front Field -	21	0	0			
,,	,,	22	West Meadow - -	21	0	7			
,,	,,	23	East Meadow - -	24	1	15			
,,	,,	24	East Bog - - -	7	0	11			
,,	,,	6 a	Road - - -	1	0	35			
,,	,,	20 a	Road - - -	2	0	5			
							280	3	39
In hand - -	Ponteland -	8	Wood - - -	0	2	0			
,,	,,	11	Wood - - -	0	1	35			
,,	,,	17	Wood - - -	1	1	0			
							2	0	35
			Mason North Farm.						
Rutherford, Elizabeth.	Ponteland -	1	House, Buildings, Yard, Rick-yard, &c. - -	0	1	32			
,,	,,	2	Five Cottages underlet -	0	0	9			
,,	,,	3	Garden and Orchard -	0	0	32			
,,	,,	4	The Croft - - -	13	2	23			
,,	,,	5	The Barley Field -	23	2	0			
,,	,,	6	The Bog - -	17	2	15			
,,	,,	7	Stony Rigs - -	24	2	15			
,,	,,	8	Middle Field - -	20	3	12			
,,	,,	9	South Norlands -	28	1	13			
,,	,,	10	Little Norlands - -	8	0	28			
,,	,,	11	Big Norlands - -	24	0	17			
,,	,,	12	East Norlands - -	30	0	30			
,,	,,	24	Green Lane Bog -	6	0	25			
,,	,,	25	Borewell Field - -	14	3	15			
,,	,,	14	Cottage underlet -	0	0	4			
,,	,,	15	Cottage underlet -	0	0	4			
							206	2	34
			Mason Village.						
Common, Robert and Thomas.	Ponteland -	13	Road - - -	0	1	24			
,,	,,	17	Close and Garden -	1	0	30			
,,	,,	18	House, Workshop, and Buildings - -	0	1	0			
,,	,,	19	Waste, Piggeries, &c. -	0	1	30			
Brown, Ann -	,,	20	Cottage - - -	0	0	1			
Bell, William -	,,	21	Cottage and Garden -	0	1	12			
Short, John -	,,	22	Public House, Garden, and Outhouse - -	0	1	30			
Young, John -	,,	23	Cottage and Garden -	0	0	35			
Barton, J. -	,,	15	Cottage and Enclosure -	0	1	24			
							3	2	26

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
			Mason South Farm.						
Maxwell, James -	Ponteland -	1	House, Outbuildings, Garden, Rick-yard, &c. -	0	3	20			
,,	,,	3	Calf Close - -	2	1	0			
,,	,,	4	Long Close - -	4	0	0			
,,	,,	5	Cow Pasture - -	19	1	38			
,,	,,	6	Back of the Garth -	17	3	25			
,,	,,	7	The Hacks - -	6	0	33			
,,	,,	8	South Pasture - -	6	3	32			
,,	,,	9	Three Corner Close -	5	2	0			
,,	,,	10	The Long Field and Road	12	2	20			
,,	,,	11	The Flatts - -	5	1	28			
,,	,,	12	The Hill Field - -	14	2	30			
,,	,,	13 s	Alicks Bog - -	4	3	0			
,,	,,	14 s	Clover Close - -	5	1	35			
,,	,,	24	Cottage underlet -	0	0	2			
,,	,,	25	Cottage underlet -	0	0	4			
,,	,,	26	Cottage underlet -	0	0	3			
							106	0	10
In hand - -	Ponteland -	2	Wood - - -	0	0	25			
							0	0	25
			North-east Mason Farm.						
Fenwick, James and Edward.	Ponteland -	1	House, Buildings, One Cottage underlet, and Rickyard - -	1	0	10			
,,	,,	2	Garden - - -	0	0	25			
,,	,,	4	North-east Moor Close -	16	3	35			
,,	,,	5	South-east Moor Close -	16	0	18			
,,	,,	6	Middle Norlands -	25	0	35			
,,	,,	7	North-west Pasture -	13	3	18			
,,	,,	8	South-west Pasture -	8	0	13			
,,	,,	9	Field - - -	17	0	12			
,,	,,	10	North Meadow Close -	19	1	10			
,,	,,	11	Heathery Shank -	16	3	25			
,,	,,	12	The Meadow Field -	29	0	13			
,,	,,	14	Field - - -	19	2	10			
,,	,,	15	Field - - -	20	3	12			
,,	,,	16	South-east Norlands -	25	3	7			
,,	,,	17	Close - - -	1	1	25			
							231	1	28
,,	Long Benton -	19	Road and Stream -	0	3	0			
							0	3	0
In hand -	Ponteland -	3	Wood - - -	0	1	18			
,,	,,	13	Wood - - -	0	1	25			
,,	,,	18	Wood - - -	0	1	19			
							1	0	22
			South-east Mason Farm.						
Brewis, William -	Ponteland -	1	House and Garden -	0	0	32			
,,	,,	2	Outbuildings and Rickyard, and Cottage underlet -	1	0	5			
,,	,,	4	West Pasture - -	16	2	12			
,,	,,	5	Middle Burn Close -	24	3	8			
,,	,,	6	The Park Field - -	24	3	15			

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
Brewis, William -	Ponteland -	7	The Calf Close - -	1	0	1			
,,	,,	8	Waste Road and Pond -	0	1	25			
,,	,,	9	Thisley Close - -	26	3	25			
,,	,,	10	North-west Quarry Close	8	0	28			
,,	,,	11	Planting Field - -	26	2	30			
,,	,,	12	East Quarry Close -	17	1	25			
,,	,,	14	West Quarry Close -	19	0	10			
,,	,,	15	West Moor Close -	17	1	6			
,,	,,	16	East Moor Close -	15	2	5			
,,	,,	17	Part of East Quarry Close	10	0	25			
							209	0	12
,,	Long Benton -	18	North Battle Cail -	19	1	0			
,,	,,	19	South Battle Cail -	6	2	15			
							25	3	15
In hand - -	Ponteland -	3	Wood - - -	0	1	30			
,,	,,	13	Wood and Ponds -	6	0	0			
							6	1	30
Hack Hall Farm.									
Fenwick, James	Ponteland -	1	House, Outbuilding, and Rickyard - -	0	3	8			
,,	,,	2	Garden - - -	0	0	25			
,,	,,	3	Waste and Pond -	0	1	20			
,,	,,	4	Calf Close - -	0	0	25			
,,	,,	5	Calf Close - -	1	1	35			
,,	,,	6	South Hacks - -	8	1	0			
,,	,,	7	West Pit Close - -	3	1	37			
,,	,,	8	East Pit Close - -	4	2	31			
,,	,,	9	South Close - -	0	3	38			
,,	,,	10	Road - - -	0	3	0			
,,	,,	11	West Long Close -	5	1	0			
,,	,,	13	North Close -	16	1	17			
,,	,,	14 s	Field - - -	10	2	9			
,,	,,	15 s	Field - - -	13	0	20			
,,	,,	16 s	Field - - -	14	1	0			
,,	,,	17 s	Field - - -	22	3	0			
,,	,,	18 s	Field - - -	25	2	38			
,,	,,	19 s	Field - - -	7	1	30			
,,	,,	20 s	Field - - -	11	2	35			
,,	,,	12	West Close - -	17	3	20			
							166	0	28
Mill Hill Farm.									
Fenwick, Edward and George.	Ponteland -	1	House and Outbuildings and One Cottage underlet	0	1	20			
,,	,,	2	Road and Waste Land -	0	1	15			
,,	,,	3	Garden and Rickyard -	0	1	22			
,,	,,	7	Orchard - -	0	1	3			
,,	,,	8	North Grass - -	8	3	10			
,,	,,	9	Field - - -	13	1	15			
,,	,,	10	Wigfield - -	25	0	20			
,,	,,	11	West Well Close -	16	0	20			
,,	,,	12	East Well Close -	15	1	37			

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
Fenwick, Edward and George.	Ponteland -	13	South-east Pasture -	21	3	35			
,,	,,	14	Dangerfield - -	14	2	38			
,,	,,	15	Longfriday - -	21	0	10			
,,	,,	16	Pea Close - - -	12	3	13			
,,	,,	17	South-east Pasture -	13	3	30			
,,	,,	18	Thistley Close - -	9	3	32			
,,	,,	19	Front Field - -	7	2	10			
,,	,,	20	Calf Close - -	5	3	10			
,,	,,	21	North-east Field -	17	1	25			
							205	2	15
In hand - -	Ponteland -	4	Wood - - -	0	1	10			
,,	,,	5	Wood - - -	0	1	9			
,,	,,	6	Wood - - -	0	0	16			
							0	2	35
Marley Hill Farm.									
Bean, John -	Ponteland -	1 s	House, Outbuildings, One Cottage underlet, and Rickyard - - -	0	2	21			
,,	,,	2 s	Waste and Pond -	0	0	32			
,,	,,	5 s	Garden - - -	0	0	12			
,,	,,	6 s	Field - - -	2	2	30			
,,	,,	7 s	Field - - -	5	0	0			
,,	,,	8 s	Field - - -	4	3	0			
,,	,,	9 s	Field - - -	10	2	38			
,,	,,	10 s	Field - - -	18	0	27			
,,	,,	11 s	Field - - -	10	0	15			
,,	,,	12 s	Large Park - -	32	1	25			
,,	,,	13 s	Make-him-rich - -	7	1	26			
,,	,,	14 s	Greenlands - -	19	0	24			
,,	,,	15 s	Cottage and Garden underlet - - -	0	0	18			
,,	,,	16 s	Field - - -	4	0	15			
,,	,,	17 s	Garden underlet - -	0	1	26			
,,	,,	18 s	Garden underlet - -	0	0	6			
,,	,,	19	The Bogs - -	4	1	7			
,,	,,	20	East Long Close -	7	0	0			
,,	,,	21	West Middle Close -	16	1	0			
,,	,,	22	East Middle Close -	15	1	20			
,,	,,	23	Moor Close - -	15	2	5			
,,	,,	24	East Close - -	17	0	35			
							191	2	22
In hand - -	Ponteland -	3 s	Wood - - -	0	3	0			
,,	,,	4 s	Wood - - -	0	2	38			
							1	1	28
Wideopen West Farm.									
Davidson, Henry	Long Benton -	1 s	House, Garden, Yard, Outbuildings, and Rickyard	0	0	16			
,,	,,	3 s	Cow Pasture - -	9	0	0			
,,	,,	4 s	File Pot - -	16	1	25			
,,	,,	5 s	Pond Field - -	13	2	25			
,,	,,	6 s	Bridge Field - -	22	2	15			
,,	,,	7 s	Clover Close - -	15	2	9			

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.	A.	R.	P.	A.	R.	P.
Davidson, Henry	Long Benton -	8 s	Black Walk Field -	14	3	26			
,,	,,	9 s	Duane Field - -	16	0	15			
,,	,,	10 s	Well Field - -	3	1	0			
,,	,,	11 s	Long Rigs - -	11	1	33			
,,	,,	12 s	West Field - -	15	0	32			
,,	,,	13 s	Middle Field - -	9	0	0			
,,	,,	14 s	Wagon Way Field -	8	2	12			
,,	,,	15 s	Little Field - -	5	1	35			
,,	,,	16 s	Whinney Close - -	12	0	35			
,,	,,	17 s	Battery Field - -	14	3	5			
,,	,,	18 s	Garden - - -	0	0	8			
,,	,,	19 s	Green Close - -	5	1	35			
,,	,,	20 s	Lodge Field - -	17	0	0			
,,	,,	21 s	Calf Close - -	0	2	12			
,,	,,	22 s	Garden - - -	0	0	35			
,,	,,	23 s	Two Cottages underlet, Garden, and Rickyard	0	0	12			
							211	2	25
In hand - -	Long Benton -	2	Wood - - -	0	2	17			
							0	2	17
Wideopen Inn Farm.									
Robson, John -	Long Benton -	1 s	Public House, Garden, One Cottage underlet, Buildings, &c. - -	0	2	0			
,,	,,	2 s	The Paddock - -	1	0	25			
,,	,,	3 s	South Close - -	1	2	33			
,,	,,	4 s	Middle Close - -	4	1	25			
,,	,,	5 s	North Close - -	2	1	30			
							10	0	33
Wideopen.									
Owners of Seaton Burn Colliery.	Long Benton -	6	Seven Cottages, with a Garden to each, occupied by Colliers - -	0	0	28			
							0	0	28
Simpson, James -	Long Benton -	7	House, Garden, and Outbuildings underlet -	0	0	16			
,,	,,	8	Garden underlet - -	0	0	30			
,,	,,	9	Garden underlet - -	0	2	10			
							0	3	16
In hand - -	Long Benton and Ponteland.	10	Old Wagon Way -	2	0	0			
							2	0	0
In hand - -	Long Benton and Ponteland.	10 a	Old Wagon Way -	0	2	0			
							0	2	0
,,	Long Benton -	11	Road and Waste Ground -	6	2	20			
							6	2	20
,,	Ponteland and Long Benton.	—	Road - - -	5	1	20			
,,	,,	12 s	Coach Lonnon and Waste Ground - -	3	0	25			
							8	2	5

Bray's Estate Act, 1855.

Name of Tenant.	Parish.	No. on the Estate Map.	Description.		
				A. R. P.	A. R. P.
In hand - -	Ponteland -	13 s	Wood - - - -	2 1 0	
"	"	14 s	Wood - - -	0 0 25	
					2 1 25
"	Ponteland -	15 a	Road - - -	3 2 30	
					3 2 30
			Total -	- -	2,144 2 22

A Right of Common over Prestwick Car in respect of all the Property in the above Schedule situate in the Parish of Ponteland.

Note.—The Surface only of the Lands in the above Schedule to which the Letter S is affixed belongs to the Estate.

John F. Tone.

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