ANNO QUADRAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 68.

An Act for veſting the ſettled Eſtates of *George Silvertop* Eſquire, in *Pont Iſland* otherwiſe *Pont Ealand* in the County of *Northumberland*, and *Winlaton* in the County of *Durham*, in Truſtees to be ſold; and for applying the Money to ariſe by ſuch Sale in or toward the Payment of the Debts and Legacies of *John Silvertop* Eſquire, deceaſed; and for annexing the Rectory and Tythes of the Pariſh Church of *Bywell Saint Peter* in the ſaid County of *Northumberland*, held by a Leaſe for Twenty-one Years, to the Uſes of the Will of the ſaid late *John Silvertop*; and for veſting in the ſaid *George Silvertop* ſeveral Parts or Shares of certain Coal Mines or Collieries in *Stella*, *Kyofield*, *Chopwell*, and the Pariſh of *Ryton*, in the ſaid County of *Durham*, heretofore belonging to the ſaid *John Silvertop*, moſtly held by the like Te-

nure; and for enabling the said *George Silvertop* to charge Part of the settled Estates with the Sum of Five thousand Pounds; and to authorize the Executors of the said *John Silvertop* to pay to the said *George Silvertop* the Sum of Two hundred and thirty-five Pounds, and deliver to him the Household Furniture, and other Goods and Chattels for his own Benefit; and also for vesting his Estate in *Minster Acres* in the said County of *Northumberland*, in Trustees, to certain Uses, and to the Uses of the said Will. [24th *May* 1802.]

Preamble reciting the Will of *John Silvertop* Esquire, dated 24th *January* 1801.

WHEREAS *John Silvertop* late of *Minster Acres* in the County of *Northumberland*, Esquire, deceased, being seised to him and his Heirs of very considerable Real Estates in the said County of *Northumberland*, made and duly executed his last Will and Testament, in Writing, bearing Date the Twenty-fourth Day of *January* in the Year One thousand eight hundred and one, and thereby, after directing that his Funeral Expences, the Charges of proving his Will, and the Debts which he should owe at the Time of his Death, (except such of them as were or should be secured by way of Mortgage upon his settled or unsettled Estates), and the Legacies which he should give by that his Will, should be paid as soon as conveniently out of his Personal Estate, but if that should be insufficient, he charged his Real Estate with the Deficiency; gave and devised all and every his Barony, Manors, and Lordships, Messuages, Lands, Tenements, Hereditaments, and Real Estates whatsoever and wheresoever, unto Sir *John Lawson* of *Brough Hall* in the County of *York*, Baronet; *Henry Maire* of *Lartington* in the same County, Esquire; and *John Wright* of *Kelvedon Hall* in the County of *Essex*, Esquire, and their Heirs, to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after limited, expressed, and contained, of and concerning the same, and in Part herein-after mentioned; (that is to say), to the Use, Intent, and Purpose, that his Wife *Catherine Silvertop*, and her Assigns, might (if she should survive him), from and immediately after his Decease, yearly receive and take, during her Life, One annual Sum or yearly Rent Charge of Four hundred Pounds, to be issued and payable thereout in Manner and at the Times therein mentioned, and subject thereto and to the Powers or Authorities thereby limited or declared for securing and enforcing the Payment and Recovery thereof to the Use of his Son *George Silvertop* and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the said Trustees and their Heirs, during his Life, upon Trust to support the contingent Remainders; with Remainder to the First and every other Son of the said *George Silvertop* successively in Tail Male; with Remainder to his (the said Testator's) Son *Henry Silvertop* for his Life, without Impeachment of Waste; with Remainder to the said Trustees and their Heirs, during his Life, upon Trust as aforesaid; with Remainder to the First and every other Son of the said *Henry Silvertop* successively in Tail Male; with Remainder to his (the said Testator's) Son

Charles Silvertop for his Life, without Impeachment of Waſte; with Remainder to the ſaid Truſtees and their Heirs, during his Life, upon Truſt as aforeſaid; with Remainder to the Firſt and every other Son of the ſaid *Charles Silvertop* ſucceſſively in Tail Male; with Remainder to the Daughters of the ſaid *George Silvertop*, *Henry Silvertop*, and *Charles Silvertop* ſucceſſively, as Tenants in Common in Tail General, with croſs Remainders; and with the ultimate Remainder to his the ſaid Teſtator's own right Heirs: And the ſaid Teſtator gave and deviſed all his Collieries, Coal Mines, Tythes, and Premiſes, which he then held or might at the Time of his Death hold by any Leaſe or Leaſes for Life or for Years, with their Appurtenances, unto the ſaid Truſtees, their Heirs, Executors, Adminiſtrators, and Aſſigns, upon Truſt to renew ſuch Leaſes from Time to Time, and to ſtand poſſeſſed of the ſaid Leaſehold Premiſes, upon Truſt to permit the ſame to be held and enjoyed by the Perſon or Perſons who for the Time being, by virtue of the ſaid Will, would be entitled to the Rents and Profits of the Fee Simple Hereditaments thereby deviſed, as far as the Nature and Quality of ſuch Leaſehold Property would admit: And after reciting that by Indentures of Leaſe and Releaſe, bearing Date the Twelfth and Thirteenth Days of *June* One thouſand ſeven hundred and ſeventy-two, the Releaſe (of Six Parts) being made or expreſſed to be made between the ſaid Teſtator's Father *George Silvertop* Eſquire, ſince deceaſed (Grandfather of the ſaid *George Silvertop*), and the ſaid *John Silvertop*, of the Firſt Part; Sir *Henry Lawſon* Baronet (ſince deceaſed), and his the ſaid Teſtator's ſaid Wife (by her then Name and Deſcription of *Catherine Lawſon* Spinſter), of the Second Part; *William Rudd* Eſquire (ſince deceaſed), of the Third Part; *William Fenwick* and *Matthew Duane* Eſquires (both ſince deceaſed), of the Fourth Part; the Right Honourable *Henry* Earl *Fauconberg* (then called *Lord Viſcount Belaſyſe*, ſince deceaſed), and the ſaid Sir *John Lawſon* (then *John Lawſon* Eſquire), of the Fifth Part; and Sir *Bellingham Graham* Baronet (ſince deceaſed), of the Sixth Part (being a Settlement executed previouſly to his the ſaid Teſtator's Marriage with the ſaid *Catherine* his Wife), all that capital Meſſuage or Manſion Houſe at *Minſter Acres*, wherein he then reſided, and divers other Meſſuages and Hereditaments at *Minſter Acres* aforeſaid, and elſewhere in the ſaid County of *Northumberland*, with their Appurtenances, were conveyed and limited from and after the Deceaſe of his ſaid Father and him, (ſubject nevertheleſs to the Payment of the yearly Sum of Five hundred Pounds to his ſaid Wife and her Aſſigns, during her Life, for her Jointure, in caſe ſhe ſurvived him) to the Uſe of the ſaid Sir *Bellingham Graham* and *William Rudd*, their Executors, Adminiſtrators, and Aſſigns, for the Term of Five hundred Years, upon Truſt, if there ſhould be any Child or Children of his the ſaid Teſtator's Marriage, to raiſe, by the Ways and Means therein mentioned, the Sum of Six thouſand Pounds, for the Portion and Portions of ſuch Child or Children (other than and except an eldeſt or only Son) payable as therein mentioned; and alſo reciting that his ſaid Son *Henry Silvertop* attained his Age of Twenty-one Years on or about the Twenty-eighth Day of *May* then laſt, and thereby obtained a veſted and tranſmiſſible Intereſt in One Moiety of the ſaid Sum of Six thouſand Pounds, ſubject only to the Power of Appointment given or limited to him the ſaid Teſtator over the ſaid Sum of Six thouſand Pounds, in and by the ſaid therein recited Indenture of the Thirteenth Day of *June* One thouſand ſeven hundred and ſeventy-two; and alſo reciting that he did, upon the Marriage of his ſaid Son *Henry*, make a much more ample Proviſion

vision for him than the Portions which he could at any Time thereafter claim or receive under or by virtue of the said Indenture of Settlement; and in Consideration thereof the said *Henry Silvertop*, by a Deed Poll or Instrument in Writing, bearing Date the Thirtieth Day of *December* then last, did assign unto him the said Testator the Sum and Sums of Money of or to which the said *Henry Silvertop*, his Executors or Administrators, might thereafter become possessed or entitled under or by virtue of the same Indenture, he the said *John Silvertop* did give and bequeath unto his said Son *Charles Silvertop* the Sum and Sums of Money which were so assigned to himself in and by the said Deed Poll, it being his Intention that his said Son *Charles* should after his Decease become entitled to and receive the Whole of the said Sum of Six thousand Pounds, so provided for the Portions of his younger Children by the said Indenture and Settlement; and he the said Testator appointed the said Sir *John Lawson*, *Henry Maire*, and *John Wright*, Executors of that his Will; and on the Twenty-sixth Day of *December* in the said Year One thousand eight hundred and one departed this Life, without revoking or altering his said Will, leaving Issue by the said *Catherine* his Wife (now his Widow), the said *George Silvertop*, Grandson of the said *George Silvertop*, and his eldest Son and Heir at Law, and the said *Henry Silvertop*, and *Charles Silvertop*, his only younger Sons; and soon after the Decease of the said Testator, the said Sir *John Lawson* alone duly proved the said Will in the Consistory Court of the Bishop of *Durham*: And whereas the said Testator, at the Time of his Death, was indebted to several Persons upon Mortgage, Bond, and Simple Contracts, in the Sum of Fifty-seven thousand six hundred and twenty-four Pounds and Sixpence Halfpenny or thereabouts, most of which carry Interest, and the said Testator also gave Legacies to the Amount of One thousand five hundred Pounds, which together with his Debts, amounting in the Whole to the Sum of Fifty-nine thousand one hundred and twenty-four Pounds and Sixpence Halfpenny are specified in the First Schedule hereunto annexed; and if the Whole of his Personal Estate was applied in a due Course of Administration in the Payment of his said Debts and Legacies, there would still remain a Deficiency of the Sum of Thirty-two thousand seven hundred and ten Pounds Nineteen Shillings and Three-pence Halfpenny, which, by virtue of the Directions in his said Will contained, must be raised and paid by the Sale of some Part of his Real Estate, so thereby charged, limited, and settled as aforesaid: And whereas the Personal Estate of the said Testator consisted of the Sum of Two hundred and thirty-five Pounds Cash, of Household Furniture, and other Goods and Chattels, which upon an Estimate made thereof has been valued at the Sum of Three thousand seven hundred and thirty-three Pounds Seven Shillings and Sixpence; of the Impropriate Rectory and Tythes of the Parish of *Bywell Saint Peter* in the said County of *Northnmberland*, held by a renewable Lease for the Term of Twenty-one Years, subject to the Rents and Covenants thereby reserved, which are valued at Eleven thousand nine hundred and forty-four Pounds Thirteen Shillings and Nine-pence, as appears by the Second Schedule hereunto annexed; and also of several Parts or Shares of Coal Mines and Collieries held by divers Leases from different Persons, subject to the Rents, Covenants, and Conditions thereby reserved and respectively contained, and which are valued at Ten thousand five hundred Pounds, making in the Whole the Sum of Twenty-six thousand four hundred and thirteen Pounds One Shilling and Three-pence, and which Leases

Death of Testator.

Issue of Testator.

The Debts of Testator.

Amount of his Personal Estate, and Nature thereof,

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are ſet forth in the Second Schedule hereunto annexed; moſt of which Leaſes being Chattel Intereſts muſt (in a due Courſe of Adminiſtration) be firſt ſold and diſpoſed of for the Payment of the ſaid ſeveral Debts and Legacies of the ſaid Teſtator, before any Part of his Real Eſtates can be diſpoſed of for that Purpoſe: And whereas the ſaid Teſtator, at the Time of making his ſaid Will, and at the Time of his Death, was (amongſt other Real Eſtates of Inheritance) ſeiſed to him and his Heirs in Fee Simple of the Manor or Lordſhip of *Pont Iſland* otherwiſe *Pont Ealand* in the ſaid County of *Northumberland*, and of a capital Meſſuage and ſeveral other Meſſuages, Lands, Tenements, and Hereditaments, with the Rights and Appurtenances thereto belonging, ſituate in the Pariſh of *Pont Iſland* in the ſaid County of *Northumberland*, then and now let to ſeveral Tenants at ſeveral yearly Rents, amounting, after deducting the Land Tax, to the yearly Sum of One thouſand four hundred and fifty-eight Pounds or thereabouts, as by the Third Schedule will more fully appear; ſubject nevertheleſs to a Mortgage made by the ſaid Teſtator to the ſaid *Henry Maire*, by a certain Indenture of Six Parts, bearing Date the Sixteenth Day of *Auguſt* in the Year One thouſand ſeven hundred and ninety-four, for ſecuring to the ſaid *Henry Maire*, his Executors, Adminiſtrators, or Aſſigns, the Sum of Ten thouſand Pounds, with Intereſt for the ſame, and alſo ſubject to a yearly Rent Charge of Four hundred Pounds, granted by the ſaid Teſtator to the ſaid *Henry Silvertop* and his Aſſigns, for his Life, by a certain Indenture, bearing Date the Thirty-firſt Day of *May* One thouſand eight hundred (but determinable upon a Contingency therein mentioned), and to an eventual yearly Rent Charge of Three hundred Pounds, granted by the ſaid Teſtator by the ſame Indenture to *Elizabeth Silvertop*, Wife of the ſaid *Henry Silvertop*, and her Aſſigns, for her Life, if ſhe ſhould ſurvive her ſaid Huſband, and to another eventual Rent Charge of One hundred Pounds, by the ſame Indenture, ſecured to the eldeſt Son of the ſaid *Henry Silvertop*, as therein mentioned, until ſuch eldeſt Son ſhall attain the Age of Twenty-one Years, and from and after that Time to an eventual Rent Charge of Three hundred Pounds to ſuch Son; and the ſaid Teſtator, at the Time of making and executing his ſaid Will, and at his Death, was alſo ſeiſed in Fee Simple of One full undivided Sixteenth Part or Share of and in the Manor or Lordſhip of *Winlaton* in the County of *Durham*, and of the Mines and Quarries within the ſame Manor, and alſo of an undivided Moiety or equal Half Part of and in certain Meſſuages, Lands, Tenements, and Hereditaments, ſituate within the ſame Manor, with the Rights and Appurtenances thereof reſpectively, the Rents, Iſſues, and Profits whereof, after deducting the Land Tax, amount to the yearly Sum of Two hundred and two Pounds, and which ſaid Manor and Share of a Manor, Hereditaments, and Premiſes, are ſpecified in the Third Schedule hereunto annexed: And whereas *Minſter Acres* aforeſaid, ſituate within the ſaid Pariſh of *Eywell Saint Peter*, is a capital Manſion Houſe, and for many Years paſt hath been and is now the ſole Reſidence of the ſaid *George Silvertop* the Grandſon, and his Anceſtors, and lies in the Centre of his Real Eſtates as well ſettled as unſettled, ſurrounded by the Barony of *Bulbeck*, which is of great Extent, and was purchaſed by the ſaid Teſtator a ſhort Time before his Death, and by him, together with all his other Real Eſtates, deviſed as aforeſaid: And whereas the ſaid *George Silvertop* the Grandſon, by virtue of a certain Indenture of Bargain and Sale, dated the Thirtieth Day of *January* now laſt, and of a common Recovery duly ſuffered, is ſeiſed to him and his Heirs in Fee Simple of the ſaid capital Manſion of *Minſter Acres*,

The Eſtates of Inheritance in *Pont Iſland* and *Winlaton*, and the yearly Rentals thereof.

Incumbrances thereon.

Eſtate of *Minſter Acres*.

whereof *George Silvertop* the Grandſon is ſeiſed in Fee.

Acres, and of ſeveral Meſſuages, Lands, Tenements, Farms, and Hereditaments, lying contiguous to and furrounding the ſame, containing in the Whole Two thouſand and thirty-two Acres or thereabouts, and let to ſeveral Tenants at ſeveral yearly Rents, amounting in the Whole to the yearly Sum of One thouſand one hundred and ſixty Pounds or thereabouts, and are ſpecified in the Fourth Schedule hereunto annexed, the Tythes of which laſt mentioned Hereditaments and Premiſes are comprized in the ſaid Leaſe of the Rectory and Tythes of *Bywell Saint Peter* aforeſaid, and by virtue of ſuch Leaſe the ſaid Teſtator was, and the ſaid *George Silvertop* the Grandſon now is, and for the future will be enabled to let the ſaid Hereditaments, and alſo other Lands and Hereditaments within the ſame Pariſh, and deviſed by the ſaid Teſtator as aforeſaid, Tythe-free, whereby they have not only been let to great Advantage and at better Rents, but are alſo much benefited thereby, and are ſtill capable of very conſiderable Improvement: And whereas the ſaid *Pont Iſland* and *Winlaton* Eſtates lie at a Diſtance from the ſaid Manſion Houſe of *Minſter Acres*, and the other ſettled and unſettled Eſtates of the ſaid *George Silvertop* the Grandſon: And whereas by connecting the ſaid *Minſter Acres* Eſtate with the Tythes thereof, and uniting them and the other Real Eſtates of the ſaid Teſtator with the ſaid Barony of *Bulbeck*, purſuant to his Will, the Whole will make One compact but extenſive landed Property: And whereas the Average Value or Produce of the Tythes of *Bywell Saint Peter* aforeſaid, for Three Years laſt paſt has been the Sum of Seven hundred and ninety-ſix Pounds Six Shillings and Three-pence, as appears by the ſaid Second Schedule hereunto annexed; and the ſame cannot be diſpoſed of or ſeparated from the ſaid *Minſter Acres* Eſtate, and other the ſaid ſettled Eſtates of the ſaid *George Silvertop* the Grandſon, without great Injury and Detriment as well to his immediate Intereſt as to that of the ſeveral Perſons in Remainder; and not only the ſaid Tythes, but alſo the Lands out of which they ariſe, by being united, are daily increaſing in Value: And whereas the ſaid Parts or Shares of Coal Mines and Collieries are Property of a periſhable Nature, and in all Likelihood more valuable for the next Thirty Years than at any future Period: And whereas the ſaid *George Silvertop* the Grandſon, and *Charles Silvertop*, have not either of them been married, and the ſaid *Henry Silvertop* is married, and has Iſſue *Catherine Silvertop* his only Child, an Infant of very tender Age: And whereas the ſaid *George Silvertop* the Grandſon, *Henry Silvertop*, and *Charles Silvertop*, are deſirous that the ſaid capital Manſion Houſe of *Minſter Acres*, and the Eſtates and Hereditaments thereto belonging, together with the Leaſe of the ſaid Rectory and Tythes, ſhall be united to the ſaid Barony of *Bulbeck*, and other the Real Eſtates of and deviſed by the ſaid Teſtator within the ſame Barony, and therewith ſo limited and ſettled to the ſeveral Uſes, upon the Truſts, and for the Intents and Purpoſes in the ſaid Will contained, as ſuch Union will be greatly to the Advantage of them and their Iſſue, and to that End the ſaid *George Silvertop* the Grandſon hath propoſed, that in lieu of diſpoſing of the Leaſe of the ſaid Rectory and Tythes, and Parts and Shares of Coal Mines and Collieries for the Purpoſe of diſcharging the Debts and Legacies of the ſaid Teſtator, as in the due Courſe of Adminiſtration they ought to be, that the ſaid *Pont Iſland* and *Winlaton* Eſtates ſhall be ſold, freed, and diſcharged from the Mortgage Debt and Annuities before mentioned, and that the Money ariſing by Sale thereof ſhall be applied in Payment of the Debts and Legacies of the ſaid Teſtator, and that in Lieu and Recompence thereof the ſaid capital Manſion

That *Pont-Iſland* and *Winlaton* lie at a Diſtance from the Manſion Houſe.

Value of Coal Mines.

The general Purpoſes of the Act.

Manſion Houſe of *Minſter Acres*, and the ſaid ſeveral Meſſuages, Hereditaments, and Premiſes of which he is now ſeiſed in Fee Simple, ſhall be forthwith made chargeable with the Payment of the ſaid Sum of Ten thouſand Pounds and Intereſt, ſo ſecured by Mortgage as aforeſaid, until the ſame ſhall be paid in the Manner provided for by this Act; but releaſed and diſcharged from the ſaid Sum of Six thouſand Pounds, the Portion of the ſaid *Charles Silvertop*, and ſhall be limited and ſettled to the Uſes, upon the Truſts, for the Intents and Purpoſes, and ſubject to the Powers, Proviſoes, and Declarations herein-after mentioned, concerning the ſame; and alſo that the ſaid Leaſe of the ſaid Rectory and Tythes ſhall not be ſold, but that the ſame ſhall, ſo far as the Rules of Law and Equity will admit be annexed and ſettled to go along with the ſaid *Minſter Acres* Manſion Houſe and Eſtate, and the Barony, Manors, Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, deviſed by the ſaid Teſtator, and to the Uſes and for the Eſtates by him thereof mentioned: And whereas the ſaid *Catherine Silvertop* the Widow, by Deed Poll, bearing Date the Fifth Day of *March* laſt, hath releaſed the ſaid *Pont Iſland* and *Winlaton* Eſtates of and from the ſaid yearly Sum of Four hundred Pounds, and by the ſame Deed hath alſo releaſed the ſaid *Minſter Acres* Eſtates of and from the ſaid yearly Sum of Five hundred Pounds: And whereas the ſaid *Henry Silvertop* hath alſo by Deed Poll, bearing Date the Thirtieth Day of *December* One thouſand eight hundred, releaſed the ſaid *Minſter Acres* Eſtate of and from the ſaid Sum of Six thouſand Pounds, and the Intereſt thereof: And whereas the ſaid *Charles Silvertop* hath alſo by Deed Poll, bearing Date the Third Day of *March* laſt, releaſed the ſaid *Minſter Acres* Eſtate of and from the ſaid Sum of Six thouſand Pounds, and the Intereſt thereof: And whereas the Value of the ſaid *Pont Iſland* Eſtate is eſtimated at the Sum of Forty-three thouſand ſeven hundred and fifty-four Pounds and Five Shillings, and the Value of the ſaid *Winlaton* Eſtate is eſtimated at the Sum of Six thouſand and ſixty Pounds, making together the Sum of Forty-nine thouſand eight hundred and fourteen Pounds and Five Shillings, as appears by the ſaid Third Schedule hereunto annexed, and the ſaid *Minſter Acres* Eſtate is valued at the Sum of Thirty-eight thouſand eight hundred Pounds, as appears by the Fourth Schedule hereunto annexed, and the ſaid Rectory and Tythes of *Bywell*, as before is ſtated, is valued at the Sum of Eleven thouſand nine hundred and forty-four Pounds thirteen Shillings and Nine-pence, as appears by the ſaid Second Schedule hereunto annexed: And whereas if the Whole of the Perſonal Property of the ſaid Teſtator were ſold, it would, if the ſaid Eſtate ſhould ſell for the Sums at which they are eſtimated, together with the ſaid Sum of Two hundred and thirty-five Pounds, and alſo with the ſaid Sum of Three thouſand ſeven hundred and thirty-three Pounds Seven Shillings and Sixpence, the Value of the Houſehold Furniture, and other Goods and Chattels, produce the Sum of Twenty-ſix thouſand four hundred Pounds One Shilling and Three-pence only, and there would ſtill remain a Surplus Debt of Thirty-two thouſand ſeven hundred and ten Pounds Nineteen Shillings and Three-pence Halfpenny, which muſt be raiſed by Sale of a ſufficient Part of the ſaid Teſtator's Real Eſtates: And whereas by ſelling the ſaid *Pont Iſland* and *Winlaton* Eſtates, for the Payment of the Teſtator's ſaid Debts and Legacies, and ſettling the ſaid *Minſter Acres* Eſtate in lieu thereof, to the Uſes of the ſaid Will, great Advantage and Benefit would be gained thereby to the Iſſue of the ſaid *George Silvertop*, and the ſeveral Perſons claiming in Remainder in

Failure

Failure of ſuch Iſſue, under the ſaid Will, if the ſaid Eſtates ſhould ſell for the Sums at which they are eſtimated, in Conſideration whereof it is propoſed that the ſaid Sum of Two hundred and thirty-five Pounds, and alſo the ſaid Houſehold Furniture, Goods, and Chattels, of the Value of Three thouſand ſeven hundred and thirty-three Pounds Seven Shillings and Sixpence, ſhall be given up to, and alſo the ſaid ſeveral Parts or Shares of Coal Mines and Collieries ſhall be veſted in the ſaid *George Silvertop* the Grandſon, to and for his ſole proper Uſe and Benefit; and alſo that the ſaid *George Silvertop* the Grandſon, ſhall be authorized and empowered to charge any of the ſettled Eſtates which belong to him, or a competent Part thereof, after the Sale of the *Pont Iſland* and *Winlaton* Eſtates, other than the ſaid *Minſter Acres* Eſtate, and the ſaid Rectory and Tythes of *Bywell Saint Peter*, with any Sum not exceeding the Sum of Five thouſand Pounds, for his own Benefit, with which Propoſal the ſaid *Henry Silvertop* and *Charles Silvertop* are perfectly ſatisfied, and very deſirous the ſame ſhould be carried into Effect; but foraſmuch as by reaſon of the Limitations, Eſtates, and Truſts, contained in the ſaid Will of the ſaid *John Silvertop*, ſuch Propoſal and general Arrangement, though extremely beneficial for the ſaid *George Silvertop* the Grandſon, *Henry Silvertop*, and *Charles Silvertop*, and their Iſſue reſpectively, cannot be effected or accompliſhed, or a good Title made of or to the ſaid Eſtates ſo propoſed to be ſold, to a Purchaſer or Purchaſers thereof reſpectively, without the Aid and Authority of Parliament: Wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *George Silvertop* the Grandſon, *Henry Silvertop*, and *Charles Silvertop*, and the ſaid *Henry Silvertop*, as Guardian and on the Behalf of his ſaid Infant Daghter, do moſt humbly beſeech Your Majeſty that it may be enacted; and be it enacted by the King'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,

The Manor and Premiſes herein deſcribed veſted in Truſtees to be ſold, &c.

That all and ſingular the Manor, capital and other Meſſuages, Lands, Tenements, and Hereditaments, and alſo the One full undivided Sixteenth Part or Share of and in the Manor, Mines, and Quarries, and undivided Moiety of and in the Meſſuages, Lands, Tenements, and Hereditaments, in the ſaid Third Schedule hereunto annexed mentioned, being the ſaid Eſtates of *Pont Iſland* and *Winlaton*, together with all and ſingular the Rights, Royalties, Members, Privileges, Liberties, and Appurtenances whatſoever, to the ſame or any of them, or any Part of them belonging or in anywiſe appertaining, or therewith held, uſed, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof; and the Reverſion and Reverſions, Remainder and Remainders, yearly and other Rents, Iſſues, and Profits thereof, and of every Part thereof, ſhall, from and immediately after the paſſing of this Act, be veſted in, and the ſame are hereby from thenceforth accordingly veſted in *William Sheldon* of *Gray's Inn*, in the County of *Middleſex*, Eſquire, and *Richard Wilſon* of *Lincoln's Inn Fields*, in the ſaid County, Gentleman, their Heirs and Aſſigns, to the Uſe of them the ſaid *William Sheldon* and *Richard Wilſon*, their Heirs and Aſſigns, for ever, freed and abſolutely diſcharged of and from the ſaid Sum of Ten thouſand Pounds and Intereſt, ſo charged upon and due to the ſaid *Henry Maire* as aforeſaid; and alſo of and from all and every the Uſes, Truſts, Limitations, Eſtates, Intents, Purpoſes, Powers, Proviſoes,

Proviſoes, Conditions, and Declarations, in or by the ſaid Will of the ſaid *John Silvertop* limited, created, declared, and contained, and all other Charges and Incumbrances whatſoever; but nevertheleſs upon the Truſts, and to and for the ſeveral Uſes, Ends, Intents, and Purpoſes herein-after expreſſed and declared of and concerning the ſame; (that is to ſay), upon Truſt and to the Intent that they the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors, Adminiſtrators, or Aſſigns of ſuch Survivor, do and ſhall, with all convenient Speed, (with the Conſent and Approbation of the ſaid *George Silvertop* the Grandſon), during his Life, (teſtified by ſome Writing ſigned by him if he ſhall be living), and after his Deceaſe then with the Conſent of the Perſon or Perſons who ſhall for the Time being be in the Poſſeſſion of or entitled to the Rents, Iſſues, and Profits of the ſaid Hereditaments and Premiſes reſpectively, by virtue of the Limitations before-mentioned, (in caſe ſuch Perſon ſhall then be of the Age of Twenty-one Years, to be teſtified by him or them as aforeſaid); and in caſe of the Minority of the Perſon ſo in Poſſeſſion or entitled, then by and with the Conſent of the Guardian or Guardians of ſuch Minor or Minors for the Time being reſpectively, to ſell and diſpoſe of the ſaid Manor and other Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, and of the ſaid undivided Sixteenth Part of the Manor, Mines, and Quarries, and undivided Moiety of the Hereditaments and Premiſes hereby in them the ſaid *William Sheldon* and *Richard Wilſon*, and their Heirs reſpectively, veſted as aforeſaid, either entirely or ſeverally, or in Parcels, by publick Sale or private Contract, unto any Perſon or Perſons who ſhall be willing to become the Purchaſer or Purchaſers thereof, for the moſt Money, and beſt Price or Prices that can or may be reaſonably had or gotten for the ſame; and upon Payment, in the Manner herein-after directed, of the Purchaſe Money or Purchaſe Monies for which the ſaid Hereditaments and Premiſes, or any Part or Parts thereof, ſhall be ſold, do and ſhall convey and aſſure the ſame reſpectively unto and to the Uſe of the Purchaſer or Purchaſers thereof, and his, her, and their Heirs and Aſſigns for ever, or to ſuch Uſes and in ſuch Manner as he, ſhe, or they ſhall direct or appoint, freed and diſcharged as aforeſaid.

Application of the Monies to ariſe by the Sale.

II. And be it further enacted and declared, That they the ſaid *William Sheldon* and *Richard Wilſon*, and the Survivor of them, and the Executors, Adminiſtrators, and Aſſigns of ſuch Survivor, ſhall and do pay, apply, and diſpoſe of all and every the Sum and Sums of Money which ſhall from Time to Time ariſe and be received from or on Account of any ſuch Diſpoſition or Sale as aforeſaid, in ſuch Manner, and for ſuch Intents and Purpoſes as are herein-after mentioned; (that is to ſay), in the Firſt Place, for defraying the Charges and Expences attending the obtaining and paſſing of this Act, and in the next Place for paying and diſcharging all the reaſonable Coſts, Charges, and Expences, incident to the Sale and Diſpoſition of the ſaid Hereditaments and Premiſes hereby authorized to be ſold as aforeſaid, or any Part thereof, and all other reaſonable Coſts, Charges, and Expences, incident to the Execution of the Truſts hereby repoſed in the ſaid Truſtees reſpectively, concerning the ſaid Hereditaments and Premiſes ſo authorized to be ſold and ſettled, and afterwards in Payment of the ſaid Sum of Ten thouſand Pounds ſo due

to the ſaid *Henry Maire* as aforeſaid, then in Payment of the Sum of Five thouſand Pounds a Mortgage Debt, due to *Ambler* Spinſter, and then for the paying and diſcharging of all and every the ſeveral other Debts due from and owing by the ſaid *John Silvertop* at the Time of his Death, upon Bonds and Simple Contracts, and the Intereſt of ſuch of them as carry Intereſt, and afterwards for paying the Legacies in and by the ſaid Will of the ſaid *John Silvertop* given, and alſo the Intereſt due and to grow due thereon, after the Rate of Four Pounds for every One hundred Pounds by the Year, from the Time of ſuch Intereſt commencing; which ſaid Debts, Legacies, and Mortgages, are particularly ſet forth in the ſaid Firſt Schedule hereunto annexed.

The Purchaſers ſhall not be anſwerable for the Miſapplication of the Money, *etc.*

III. And, for promoting and facilitating the Sale or Sales of the ſaid Manor, Hereditaments, and Premiſes by this Act directed to be ſold, it is hereby further enacted, That the Purchaſer or Purchaſers thereof, and his, her, or their Heirs, Executors, or Adminiſtrators, or the Perſon or Perſons whom he, ſhe, or they ſhall appoint to take the Conveyance of the ſaid Manor and other Hereditaments, ſhall not be obliged or required to ſee to the Application of the Money to be paid by him, her, or them, as and for the Conſideration of the Purchaſe thereof, nor be anſwerable or accountable for the Miſapplication or Non-application of the ſame Money, or any Part thereof, after the ſame ſhall have been paid to the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or to the Executors or Adminiſtrators of ſuch Survivor; and that the Receipt or Receipts of the ſaid Truſtees, or of the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, under their or his Hands or Hand, ſhall be good, effectual, and ſufficient Diſcharges to all and every Purchaſer and Purchaſers, for the Sum and Sums of Money which therein or thereby reſpectively ſhall be acknowledged or expreſſed to be or have been paid or received as aforeſaid; and that all and every or any Perſon or Perſons, to whom the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor ſhall, by virtue and in purſuance of this Act, make any Sale or Conveyance of the ſame Manor, capital and other Meſſuages, Lands, Tenements, Hereditaments, undivided Sixteenth Part and Premiſes, or any of them, or any Part thereof reſpectively, and the reſpective Heirs or Aſſignes of ſuch Perſons or Perſon, ſhall and may, from and immediately after Payment of their, his, or her reſpective Purchaſe Money as aforeſaid, and Execution of a proper and effectual Conveyance of the ſame Manor, capital and other Meſſuages, Lands, Tenements, Hereditaments, undivided Sixteenth Part and Premiſes, or any of them, or any Part thereof reſpectively, to be by him, her, or them reſpectively purchaſed, have, hold, and enjoy the ſame reſpectively, and receive and take the Rents, Iſſues, and Profits thereof reſpectively, freed and abſolutely diſcharged of and from all and every of the Uſes, Limitations, Eſtates, Truſts, Powers, Proviſoes, Declarations, and Directions in or by the ſaid Will of the ſaid *John Silvertop* contained, of or concerning his Barony, Manors, and Lordſhips, Meſſuages, Lands, Tenements, and Real Eſtates thereby deviſed, and all other Mortgages, Charges, Rent Charges, and other Incumbrances whatſoever, made, done, or committed by the ſaid *John Silvertop* or any of his Anceſtors.

For Payment of the Money into the Bank of *England*.

IV. Provided always, and it is hereby further enacted, That the ſaid Purchaſe Money, or ſo much thereof as ſhall not be immediately applied in or towards the Diſcharge of the ſaid Mortgage Debt, ſhall, as ſoon as the ſame ſhall be received, be paid into the Bank of *England*, in the joint Names of the ſaid Truſtees, and continue there without Intereſt until the ſame ſhall be applied from Time to Time.

Until Sale of Eſtates ſame to be held and enjoyed, *etc.*

V. And be it further enacted, That in the mean Time and until ſuch Sale or Sales of the ſaid Manor, capital and other Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, hereby veſted and directed to be ſold as aforeſaid, ſhall be accordingly made, the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Heirs, Executors, or Adminiſtrators of ſuch Survivor, do and ſhall permit the ſame Hereditaments and Premiſes, or ſuch and ſo many of them, and ſuch Part thereof reſpectively, as for the Time being ſhall remain unſold and undiſpoſed of for the Purpoſes aforeſaid, to be reſpectively held and enjoyed, and the Rents and Profits thereof reſpectively received and taken by the ſaid *George Silvertop* the Grandſon, or ſuch other Perſon or Perſons as would for the Time being have been entitled to hold, enjoy, and receive the ſame reſpectively if this Act had not been made.

Settlement of *Minſter Acres* Eſtate.

VI. And be it further enacted, That all that the ſaid capital Meſſuage or Manſion Houſe, commonly called or known by the Name of *Minſter Acres*, and all thoſe ſeveral Meſſuages or Tenements, Farms, Lands, and Hereditaments, ſpecified in the ſaid Fourth Schedule hereunto annexed, and of, in, and to which the ſaid *George Silvertop* the Grandſon is now ſeiſed or entitled of or for a good Eſtate of Inheritance in Fee Simple in Poſſeſſion, free from Incumbrances, together with all and ſingular the Rights, Members, Privileges, Liberties, and Appurtenances whatſoever to the ſame or any of them, or any Part thereof reſpectively belonging or in anywiſe appertaining; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, and Profits of the ſame capital Meſſuage, Meſſuages, Cottages, Cloſes, or Parcels of Land or Ground, and Premiſes, and every of them, and every Part thereof reſpectively, ſhall, from and immediately after the paſſing of this Act, be veſted in the ſaid Sir *John Lawſon* Baronet, *Henry Maire*, and *John Wright*, and their Heirs, to the Uſes, upon the Truſts, and to and for the Intents and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, and Declarations herein-after declared, expreſſed, mentioned, directed, or referred to, of or concerning the ſame; (that is to ſay), to the Uſe of the ſaid *Henry Maire*, his Executors and Adminiſtrators, for and during the Term of One thouſand Years thence next enſuing, and fully to be complete and ended, without Impeachment of Waſte, ſubject nevertheleſs to the Proviſo or Condition for making void the ſame herein-after contained; and from and after the Expiration or other ſooner Determination of the ſame Term, and ſubject in the mean Time thereto, to the Uſe and Intent that the ſaid *Henry Silvertop* ſhall and may from Time to Time, from and immediately after the paſſing of this Act, have, receive, take, and enjoy, from, forth, and out of the ſaid capital Meſſuage, Meſſuages, Cottages, Cloſes, or Parcels of Land or Ground, and Premiſes herein-before deſcribed, or any of them, or any Part thereof reſpectively, the Rent Charge or yearly Sum of Four hundred Pounds of lawful Money

ney of *Great Britain*, free from all Taxes, and clear of all other Deductions whatſoever, for and during his Life, ſubject nevertheleſs to the Proviſoes or Condition herein-after mentioned and contained for determining the ſame, ſuch Rent Charge or yearly Sum to be payable and paid on the Four moſt uſual Days of Payment in the Year herein-after mentioned; (that is to ſay), the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, by even and equal Portions, the Firſt Payment thereof to be made on ſuch of the ſame Days which ſhall firſt happen next after the paſſing of this Act: And to this further Uſe and Intent, that if the ſaid Rent Charge or yearly Sum of Four hundred Pounds, or any Part thereof, ſhall, during the Continuance thereof, happen to be behind and unpaid by or for the Space of Twenty Days next over or after any One of the ſaid Days herein-before limited or appointed for the Payment thereof, the ſaid *Henry Silvertop* ſhall and may enter into or upon the ſaid capital and other Meſſuages, Hereditaments, and Premiſes ſo to be charged therewith, or any of them or any Part thereof reſpectively, in the Name of the Whole, enter and diſtrain, and the Diſtreſs or Diſtreſſes then and there found and taken, lead, drive, carry away, and impound, and in Pound detain and keep, or otherwiſe ſell and diſpoſe thereof according to Law, until the ſaid Rent Charge or yearly Sum of Four hundred Pounds, or ſo much and ſuch Part thereof as ſhall be ſo in Arrear, and all Coſts and Charges attending ſuch Entry and Diſtreſs, and Sale or other Diſpoſition, ſhall be fully ſatisfied and paid: And to this further Uſe and Intent, that if the ſaid Rent Charge or yearly Sum of Four hundred Pounds, or any Part thereof ſhall be behind and unpaid by or for the Space of Forty Days next over or after any One of the ſaid Days ſo limited or appointed for the Payment thereof (being lawfully demanded), the ſaid *Henry Silvertop* ſhall or lawfully may, into or upon the ſame capital and other Meſſuages, Hereditaments, and Premiſes, or any of them, or any Part thereof reſpectively, enter, and the ſame reſpectively poſſeſs, have, hold, uſe, occupy, and enjoy, and the Rents and Profits thereof reſpectively receive and take to and for his ſole proper Uſe and Benefit, until thereby or therewith or otherwiſe the ſame Rent Charge or yearly Sum, or ſo much and ſuch Part thereof as ſhall be ſo in Arrear, or become due during the Continuance of ſuch Poſſeſſion, together with all ſuch Coſts, Damages, Charges, or Expences, as he ſhall or may ſuffer, ſuſtain, or be put unto, for or by reaſon of ſuch Entry or Poſſeſſion and Perception of Rents and Profits, or Non-payment of the ſame Rent Charge or yearly Sum, or any Part thereof (ſuch Poſſeſſion, when taken, to be without Impeachment of Waſte).

When a certain Rent Charge is to ceaſe, &c.

VII. Provided always nevertheleſs, and it is hereby declared, That in caſe, and as and when the ſaid *Henry Silvertop* ſhall come into the actual Poſſeſſion, or be in the actual Receipt of the Rents and Profits of all or the greater Part of the Real Eſtate of *John Maire* late of *Lartington* aforeſaid, Eſquire, deceaſed, in the ſaid Counties of *York* and *Durham*, whereof the ſaid *Henry Maire* is now Tenant for Life in Poſſeſſion, then and in that Caſe and thenceforth, the ſaid Rent Charge or yearly Sum of Four hundred Pounds, limited or ſecured or made payable to him for his Life as aforeſaid, ſhall ceaſe and determine: And to the further Uſe and

and Intent that the ſaid *Elizabeth Silvertop* ſhall or may from Time to Time, from and immediately after the Deceaſe of the ſaid *Henry Silvertop*, (if ſhe ſhall happen to ſurvive him), have, receive, take, and enjoy, from, forth, and out of the ſaid capital and other Meſſuages, Hereditaments, and Premiſes, laſt herein-before deſcribed, or any of them, or any Part thereof reſpectively, the Rent Charge or yearly Sum of Three hundred Pounds of lawful Money of *Great Britain*, free from Taxes and clear of all other Deductions whatſoever, for and during her Life (ſubject nevertheleſs to the Proviſo or Condition herein-after inſerted and contained for determining the ſame), ſuch Rent Charge or yearly Sum to be payable and paid on the Four uſual Days herein-before limited or appointed for Payment of the ſaid Rent Charge or yearly Sum of Four hundred Pounds, by even and equal Portions; the Firſt Payment thereof to be made on ſuch of the ſame Days as ſhall firſt happen next after the Deceaſe of the ſaid *Henry Silvertop*: And to the further Uſe and Intent, that if the ſaid Rent Charge or yearly Sum of Three hundred Pounds, or any Part thereof, ſhall, during the Continuance thereof, happen to be behind and unpaid by or for the Space of Twenty Days next over or after any of the ſaid Days herein-before limited or appointed for the Payment thereof, the ſaid *Elizabeth Silvertop* and her Aſſigns, ſhall and may from Time to Time, during her Life, have and enjoy the like Power of Diſtreſs for the Recovery thereof, and of all Coſts and Charges attending the Nonpayment or Recovery of the ſame: And to the further Uſe and Intent, that if the ſaid Rent Charge or yearly Sum of Three hundred Pounds, or any Part thereof, ſhall be behind and unpaid by or for the Space of Forty Days next over or after any of the ſaid Days ſo limited or appointed for the Payment thereof, (being lawfully demanded), the ſaid *Elizabeth Silvertop* and her Aſſigns, ſhall or may from Time to Time, during her Life, have and enjoy ſuch and the like Power of Entry upon and Detention of the Poſſeſſion of the ſame Hereditaments and Premiſes, or any of them, or any Part thereof reſpectively, for the compelling the Payment of and obtaining Satisfaction for the Arrears of the ſame yearly Rent Charge of Three hundred Pounds, and the Coſts, Charges, and Expences attending the Recovery thereof, as herein-before is and are limited to and provided for the ſaid *Henry Silvertop* and his Aſſigns, for enabling him and them to recover, compel Payment of, and obtain Satisfaction for the ſaid yearly Rent Charge of Four hundred Pounds, herein-before limited and made payable to him and them as aforeſaid.

Rent Charge to Mrs. *Silvertop* of 300 *l.* to ceaſe on certain Contingencies.

VIII. Provided always, and it is hereby declared, That in caſe the ſaid *Henry Silvertop* ſhall well and effectually ſecure unto the ſaid *Elizabeth* his Wife, a clear Rent Charge or yearly Sum of Three hundred Pounds, to be approved of by the Court of Chancery on an Application to be made thereto by Petition in a ſummary Way, to be iſſuing out of and charged upon ſome Eſtate of Freehold of ſufficient annual Value, which he ſhall have Power to charge therewith, for and during her Life, and payable upon the Days and in Manner herein-before appointed for the Payment of the ſaid Rent Charge or yearly Sum of Three hundred Pounds, hereby limited and ſecured and made payable as aforeſaid; or in caſe and as and when the ſaid *Elizabeth Silvertop* ſhall come into the actual Poſſeſſion, or be in the actual Receipt of the Rents and Profits of all or the greater Part of the Real Eſtates of *James Thornton* Eſquire, her

her late Grandfather deceaſed, in the ſaid Counties of *Northumberland* and *Durham*, whereof *William Witham* Eſquire, her Brother, is now Tenant in Tail in Poſſeſſion, and the ſaid *Elizabeth Silvertop*, Tenant in Tail in Remainder, then and in either of thoſe Caſes and thenceforth reſpectively, the ſaid Rent Charge or yearly Sum of Three hundred Pounds, hereby limited or ſecured and made payable to her as aforeſaid, ſhall ceaſe and determine, and ſubject to the ſaid Two ſeveral Rent Charges or yearly Sums of Four hundred Pounds and Three hundred Pounds, and the Powers and Remedies hereby given or limited for ſecuring and enforcing the Payment and Recovery thereof reſpectively, to the Uſe of the ſaid *William Sheldon* and *Richard Wilſon*, their Executors and Adminiſtrators, for and during the Term of Two hundred Years, commencing from the paſſing of this Act, and thence next enſuing and fully to be complete and ended, without Impeachment of Waſte, upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes herein-after declared, expreſſed, or mentioned, of or concerning the ſame, and from and immediately after the Expiration or other ſooner Determination of the ſaid Term of Two hundred Years, and ſubject in the mean Time thereto, and to the Truſts thereof, to the Uſes, upon the Truſts, and to and for the Intents and Purpoſes, and with, under, and ſubject to the Powers, Proviſoes, and Declarations in or by the ſaid Will of the ſaid *John Silvertop*, limited, declared, expreſſed, mentioned, or directed, of or concerning his Barony, Manors, and Lordſhips, Meſſuages, Lands, Tenements, Hereditaments, and Real Eſtates deviſed (other than and except the annual Sum of yearly Rent Charge in or by the ſame Will limited or ſecured and made payable to the ſaid *Catherine Silvertop* for her Life, and the Powers and Remedies thereby limited or given for ſecuring and enforcing the Payment and Recovery thereof).

On Payment of a certain Sum, Premiſes not ſubject to the Limitation herein mentioned.

IX. Provided always, and be it further enacted, That if the ſaid *George Silvertop* the Grandſon, or any other Perſon or Perſons who for the Time being ſhall be entitled in Poſſeſſion to the ſaid capital and other Meſſuages, Hereditaments, and Premiſes herein-before ſettled and limited as laſt aforeſaid, as Tenant for Life or in Tail or otherwiſe, under or by virtue of the ſaid recited Will of the ſaid *John Silvertop*, their reſpective Heirs, Executors, or Adminiſtrators, or the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *Henry Maire*, his Executors, Adminiſtrators, or Aſſigns, the Sum of Ten thouſand Pounds of lawful Money of *Great Britain*, with Intereſt for the ſame after the Rate of Five Pounds for a Hundred Pounds for a Year, on the Day which will fall exactly Six Months next after the paſſing of this Act, without any Deduction or Abatement out of the ſame for or in Reſpect of any Taxes or other Matter, Cauſe, or Thing whatſoever, the ſaid Term of One thouſand Years, hereby limited of and in the ſaid capital and other Meſſuages, Hereditaments, and Premiſes laſt herein-before veſted, ſettled, and limited as aforeſaid, ſhall forthwith ceaſe, determine, and be void, to all Intents and Purpoſes whatſoever.

Further Truſts declared.

X. And be it further enacted and declared, That the ſaid capital and other Meſſuages, Hereditaments, and Premiſes, herein-before limited to the ſaid *William Sheldon* and *Richard Wilſon*, their Executors and Adminiſtrators,

niſtrators, for the ſaid Term of Two hundred Years therein, are ſo limited to them upon the Truſts, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſoes herein-after declared, expreſſed, or mentioned, of or concerning the ſame; that is to ſay, upon Truſt, that in caſe either of the ſaid Rent Charges or yearly Sums of Four hundred Pounds and Three hundred Pounds, limited or ſecured and made payable to the ſaid *Henry Silvertop* and *Elizabeth* his Wife reſpectively as aforeſaid, or any Part thereof reſpectively, ſhall, during the Continuance of the ſame Rent Charge or yearly Sum, or either of them, happen to be behind and unpaid by or for the Space of Sixty Days next over and after any or either of the Days herein-after limited or appointed for the Payment thereof reſpectively, (being lawfully demanded), they the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall from Time to Time, by, with, or out of the Rents and Profits of the ſame capital and other Meſſuages, Hereditaments, and Premiſes comprized in the ſaid Term, or by Mortgage thereof, or of any of them, or any Part thereof reſpectively, or by Sale of a competent Part thereof reſpectively, or by all or any of the Ways and Means aforeſaid, for all or any Part of the ſame Term, raiſe and levy ſo much and ſuch Sum of Money as ſhall be ſufficient to pay, ſatisfy, and diſcharge the ſaid Rent Charge or yearly Sum of Four hundred Pounds or Three hundred Pounds, as the Caſe may be, or ſo much and ſuch Part thereof as ſhall be in Arrear for the Time being, and pay the ſame to ſuch of them the ſaid *Henry Silvertop* or *Elizabeth* his Wife, as ſhall be entitled to the Rent Charge or yearly Sum, or Part of the Rent Charge or yearly Sum ſo in Arrear accordingly, together with all Coſts, Charges, Damages, and Expences which the ſaid *Henry Silvertop* or *Elizabeth* his Wife reſpectively, or the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, ſhall ſuffer, ſuſtain, expend, or be put unto, by Reaſon of the Nonpayment of either of the ſaid Rent Charges or yearly Sums of Four hundred Pounds and Three hundred Pounds, or any Part thereof reſpectively as laſt aforeſaid, or by or in the Execution or Performance of the Truſts thereof: And upon further Truſt, that in caſe there ſhall be an eldeſt or only Son of the ſaid *Henry Silvertop* by the ſaid *Elizabeth* his Wife, who ſhall not be entitled to the Whole or any Part of the Sum of Three thouſand Pounds, her Marriage Portion, which by Indenture, bearing Date the ſaid Thirty-firſt Day of *May* One thouſand eight hundred, was ſettled and limited in Truſt for the ſaid *Henry Silvertop* and *Elizabeth* his Wife (then *Elizabeth Witham*) and the Iſſue of their then intended Marriage, in Manner therein mentioned, they the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall from Time to Time, after the Deceaſe of the Survivor of them the ſaid *Henry Silvertop* and *Elizabeth* his Wife, and until ſuch eldeſt or only Son ſhall become entitled in Poſſeſſion to the Real Eſtate of the ſaid *Henry Maire*, or to the Eſtate whereto the ſaid *Elizabeth Silvertop* is now entitled, as Tenant in Tail in Remainder, immediately expectant on the Death of the ſaid *William Witham* without Iſſue, by, with, or out of the Rents and Profits of the ſaid capital and other Meſſuages, Hereditaments, and Premiſes comprized in the ſaid Term of Two hundred Years, raiſe and levy a clear Rent Charge or yearly Sum of One hundred Pounds of lawful Money of *Great Britain*, for or toward the Maintenance and Education

cation of ſuch eldeſt or only Son, and apply the ſame accordingly in ſuch Manner as they reſpectively ſhall think proper; and after ſuch eldeſt or only Son ſhall have attained the Age of Twenty-one Years, without being entitled in Poſſeſſion as aforeſaid, upon further Truſt that they the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall, by all or any of the Ways or Means aforeſaid, raiſe and levy the Rent Charge or yearly Sum of Three hundred Pounds, for and during the Life of ſuch eldeſt or only Son, and pay the ſame to him on the Four uſual Days herein-before limited or appointed for the Payment of the ſaid Rent Charge or yearly Sum of Four hundred Pounds as aforeſaid, in even and equal Shares and Proportions (if he ſhall ſo long live without being entitled to Poſſeſſion as aforeſaid, in which caſe it is to ceaſe and determine); the Firſt Payment thereof to be made on ſuch of the ſame Days as ſhall firſt happen next after the Deceaſe of the Survivor of them the ſaid *Henry Silvertop* and *Elizabeth* his Wife, in caſe he ſhall then have attained the Age of Twenty-one Years, but if not, on ſuch of the ſame Days as ſhall firſt happen after his attaining that Age.

Application of Rent.

XI. Provided always, and be it further enacted and declared, That the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall from Time to Time permit and ſuffer the Rents and Profits of the ſaid capital and other Meſſuages, Hereditaments, and Premiſes comprized in the ſaid Term of Two hundred Years, or ſo much or ſuch Part thereof as ſhall remain after, or not be applied or required in or for the Execution of the Truſts of the ſame Term, to be received and taken by the ſaid *George Silvertop* the Grandſon, or ſuch other Perſon or Perſons as ſhall for the Time being be entitled to the Reverſion or Freehold thereof, immediately expectant on the ſame Term.

XII. Provided alſo, and be it further declared, That when and ſo ſoon as all the Truſts herein-before declared of the ſaid Term of Two hundred Years ſhall be fully executed, performed, or ſatisfied, or have become unneceſſary (the Coſts and Charges of the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, his Executors or Adminiſtrators, in or about the Execution or Performance thereof, if any, being alſo fully ſatisfied and diſcharged), the ſame Term of and in the ſaid capital and other Meſſuages, Hereditaments, and Premiſes therein comprized, ſhall ceaſe, determine, and be void to all Intents and Purpoſes whatſoever.

Settlement of the Tythes of *Bywell Saint Peter*.

XIII. And be it further enacted, That, from and immediately after the paſſing of this Act, all that the Rectory or Parſonage of the Pariſh Church of *Bywell Saint Peter* in the ſaid County of *Northumberland*, and all the Chapels, Glebe Lands, Fruits, Tythes, and Oblations thereunto belonging, with all and ſingular the Appurtenances thereof reſpectively, ſhall be veſted in the ſaid *William Sheldon* and *Richard Wilſon*, their Executors and Adminiſtrators, for and during the Reſidue and Remainder of the Term of Twenty-one Years, in and by a certain Indenture of Leaſe bearing Date the Twentieth Day of *November* in the Year One thouſand ſeven hundred and ninety-four, made and granted by the Dean and Chapter of the Cathedral Church of *Durham*, unto the ſaid *John Silvertop*, his Exe-

cutors,

cutors, Adminiſtrators, and Aſſigns, yet to come and unexpired, upon the Truſts herein-after declared, expreſſed, or mentioned of or concerning the ſame; (that is to ſay), upon Truſt that they the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, do and ſhall, from Time to Time, uſe their beſt Endeavours to renew the ſaid Leaſe at the uſual Time for that Purpoſe; and by, with, and out of the Rents and Profits of the ſame Rectory, Tythes, and Premiſes, pay the Rents reſerved by the preſent or any future Leaſe thereof, and perform the Covenants and Conditions therein reſpectively on the Leſſee's Part contained and to be contained, and alſo the Fines, Fees, and Expences incident to every ſuch Renewal, and ſubject thereto, the ſaid *William Sheldon* and *Richard Wilſon*, their Executors and Adminiſtrators, ſhall ſtand and be poſſeſſed and intereſted of and in the ſame Rectory, Tythes, and Premiſes, in Truſt for ſuch Perſon or Perſons, and for ſuch Eſtates and Intereſts, and in ſuch Order and Manner as are herein-before mentioned, limited, declared, directed, or referred to, of or concerning the ſaid capital and other Meſſuages, Hereditaments, and Premiſes in *Minſter Acres* aforeſaid, or as near thereto as may be, and the Nature or Tenure thereof will admit, to the Intent that the ſame Rectory, Tythes, and Premiſes, may be annexed to, and held and enjoyed and go along with the ſame capital and other Meſſuages, Hereditaments, and Premiſes, ſo far as can be, and the Rules of Law or Equity will allow.

In caſe the Purchaſe Money ariſing from the Sale of Premiſes be inſufficient, how Debts and Legacies are to be paid.

XIV. And whereas, after having applied the Produce of the Sale of the *Pont Iſland* and *Winlaton* Eſtates, which have been valued at Forty-nine thouſand eight hundred and fourteen Pounds Five Shillings, in and towards the Payment of the Sum mentioned in the Firſt Schedule, amounting to Fifty-nine thouſand one hundred and twenty-four Pounds and Sixpence Halfpenny, and the ſaid Sum of Five thouſand Pounds to be raiſed in Manner herein-after mentioned, there will remain to be paid the Sum of Fourteen thouſand three hundred and nine Pounds Fifteen Shillings and Sixpence Halfpenny, excluſive of the Expence of obtaining and paſſing this Act, and of paying and diſcharging all other reaſonable Coſts, Charges, and Expences incident to the Execution of the Truſts hereby repoſed in the ſaid *William Sheldon* and *Richard Wilſon* reſpectively, concerning the ſaid Hereditaments and Premiſes authorized to be ſold and ſettled; therefore be it further enacted, That if after the Whole of the ſaid Sums of Money ſo to be raiſed by Sale as aforeſaid, ſhall have been applied and exhauſted, any of the Debts or Legacies ſpecified in the ſaid Firſt Schedule ſhall remain unſatisfied, that then and in ſuch Caſe it ſhall and may be lawful for the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by and with the Conſent and Approbation of the ſaid *George Silvertop* the Grandſon, during his Life (teſtified by ſome Writing ſigned by him, if he ſhall be living), and after his Deceaſe, then with the Conſent of the Perſon or Perſons who ſhall for the Time being be in the Poſſeſſion of or entitled to the Rents, Iſſues, and Profits, of the ſaid ſettled Eſtates, Hereditaments, and Premiſes, by virtue of the Limitations before mentioned (in caſe ſuch Perſon or Perſons ſhall then be of the Age of Twenty-one Years, to be teſtified by him or them as aforeſaid); and in caſe of the Minority of the Perſon or Perſons ſo in Poſſeſſion or entitled, then by and with the Conſent of the Guardian or Guardians of ſuch Minor or Minors for the Time being reſpectively, by any Deed or Deeds, Inſtrument or

Inſtruments in Writing, to be by them the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor reſpectively, ſealed and delivered in the Preſence of and atteſted by Two or more credible Witneſſes, to ſubject and charge forthwith a competent Part of the ſeveral ſettled Eſtates, Hereditaments, and Premiſes, mentioned in the Fifth Schedule hereunto annexed (other than and except the ſaid *Minſter Acres* Eſtate, and the Tythes of *Bywell Saint Peter*), to and with the Payment of ſuch Sum or Sums of Money as ſhall be neceſſary for the paying and ſatisfying ſuch of the ſaid Debts and Legacies as ſhall, after the due Application of all Monies to ariſe by Sale as aforeſaid, remain unpaid, with the Coſts and Expences of the ſaid *William Sheldon* and *Richard Wilſon*, and of the Survivor of them, his Executors or Adminiſtrators, in and about the raiſing the ſame Sum or Sums of Money, or any Part or Parts thereof, and the Application and Payment thereof reſpectively, or in anywiſe relating thereto, with lawful Intereſt for the ſame, from the Time or Times when ſuch Charge or Charges ſhall be made; and that for the Purpoſe of facilitating as well the raiſing, as for effectually ſecuring the Re-payment of the ſame Sum or Sums ſo to be charged with Intereſt, it ſhall and may be lawful to and for the ſaid *William Sheldon* and *Richard Wilſon*, or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, by and with ſuch Conſent, and teſtified as aforeſaid, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to limit or create any Term or Terms of Years upon, and to make or execute any Demiſe or Demiſes, by Way of Mortgage, of a competent Part of the ſaid ſeveral ſettled Eſtates, Hereditaments, and Premiſes, ſo to be charged, without Impeachment of Waſte, to any Perſon or Perſons willing to advance ſuch Sum or Sums of Money, and the Coſts and Expences as aforeſaid, or any Part or Parts thereof; ſo as that the Eſtate, Term, and Intereſt, ſo to be granted by any ſuch Demiſe or Demiſes, Mortgage or Mortgages, be made redeemable on full Payment of the Sum or Sums of Money ſo to be raiſed and advanced, charged and ſecured with Intereſt for the ſame reſpectively as aforeſaid, by the Perſon or Perſons who for the Time being ſhall be ſeiſed of or entitled in Poſſeſſion to the ſaid ſettled Eſtates, Hereditaments, and Premiſes, ſo to be demiſed; and ſo as that ſuch Grant or Grants, Demiſe or Demiſes, do alſo contain a Covenant or Clauſe, or Agreement or Covenants, Clauſes or Agreements, on the Part of the ſaid *George Silvertop* the Grandſon, or the Perſon or Perſons who ſhall for the Time being be ſeiſed of or entitled in Poſſeſſion as aforeſaid, that he the ſaid *George Silvertop* the Grandſon, or ſuch Perſon or Perſons as aforeſaid, ſhall and will, during their reſpective Lives, keep down the Intereſt of the ſaid Sum or Sums of Money, or any Part or Parts thereof, ſo to be raiſed and advanced, charged and ſecured as aforeſaid, in ſuch Manner that no Perſon or Perſons afterwards becoming ſeiſed or entitled unto ſuch mortgaged Hereditaments and Premiſes, or any Part thereof, ſhall be ſubject or liable to pay any further or larger Arrears of Intereſt than for Six Months preceding the Time when the Title of ſuch Seiſin ſhall reſpectively accrue.

Application of Money raiſed for Payment of Debts and Legacies.

XV. And be it further enacted and declared, That they the ſaid *William Sheldon* and *Richard Wilſon*, and the Survivor of them, and the Executors or Adminiſtrators of ſuch Survivor, ſhall pay, apply, and diſpoſe of ſuch Sum and Sums of Money, or any Part or Parts thereof, ſo to be raiſed and advanced, charged and ſecured as aforeſaid, by virtue of the ſaid

ſaid Power in this Behalf, in the Firſt Place, in paying and diſcharging all ſuch of the ſaid Debts and Legacies as ſhall have remained unpaid as aforeſaid, and the Intereſt of ſuch of them as carry Intereſt, and in the next Place, for the paying and diſcharging the Coſts, Charges, and Expences of the ſaid *William Sheldon* and *Richard Wilſon*, and the Survivor of them, his Executors or Adminiſtrators, in and about the raiſing of the ſaid ſeveral Sums of Money, or any Part or Parts thereof, and the Application and Payment thereof reſpectively, or in anywiſe relating thereto.

Money raiſed by Mortgage to be lodged in the Bank.

XVI. Provided always, That all the ſaid Sums ſo to be raiſed by Mortgage as aforeſaid, when raiſed, ſhall be lodged in the Bank of *England*, in the Names of the ſaid *William Sheldon* and *Richard Wilſon*, or in the Name or Names of the new or other Truſtees, who ſhall or may be hereafter nominated and appointed, and that the ſame ſhall be ſo lodged in the Bank without Intereſt, until the ſame ſhall be applied for the Purpoſes aforeſaid.

235 *l.* Caſh and Houſehold Furniture, *etc.* given to *George Silvertop*, and the Colliery Leaſes veſted in him.

XVII. And be it further enacted and declared, That the ſaid Sum of Two hundred and thirty-five Pounds, and all the ſaid Houſehold Furniture, Goods, and Chattels, which have been valued at Three thouſand ſeven hundred and thirty-three Pounds Seven Shillings and Sixpence, in Manner herein-before mentioned, ſhall be given up to the ſaid *George Silvertop* the Grandſon, for his own Uſe and Benefit; and alſo that all thoſe ſeveral Parts and Shares of and in all thoſe ſeveral Coal Mines and Collieries ſituate and being in the ſeveral Manors, Towns, Townſhips, Precincts, or Territories of *Stella*, *Kyoſield*, and *Chopwell*, and in the Pariſh of *Ryton* in the ſaid County of *Durham*, held by or under divers Leaſes, One of which is for Three Lives, and the Reſt for ſeveral Terms of Years, and valued at Ten thouſand five hundred Pounds (and ſpecified in the Second Schedule hereunto annexed), heretofore made and granted by different Perſons to the ſaid *John Silvertop*, his Heirs, Executors, Adminiſtrators, and Aſſigns reſpectively, at and under the Rents and Payments thereby reſpectively reſerved, and the Covenants, Conditions, and Agreements therein reſpectively on the Leſſee's Part contained, with all and ſingular the Appurtenances of the ſame Parts and Shares reſpectively (but ſubject nevertheleſs to ſuch Rents, Payments, Covenants, Conditions, and Agreements as aforeſaid) ſhall, from and immediately after the paſſing of this Act, be ſettled upon and veſted in the ſaid *George Silvertop* the Grandſon, his Heirs, Executors, and Adminiſtrators reſpectively, to and for his and their ſole, proper, and abſolute Uſe, Benefit, and Advantage, freed and abſolutely acquitted, exonerated, and diſcharged of and from all the Truſts, Powers, Proviſoes, Conditions, or Directions in or by the ſaid recited Will of the ſaid *John Silvertop* declared, expreſſed, or mentioned of or concerning the ſame.

Power for *George Silvertop* to raiſe 5,000 *l.* on the ſettled Eſtates.

XVIII. And be it further enacted, That it ſhall and may be lawful, from and immediately after the paſſing of this Act, to and for the ſaid *George Silvertop* the Grandſon, at any Time or Times during his Life, and to and for his Executors or Adminiſtrators, at any Time or Times after his Deceaſe, to and for his or their own Uſe and Benefit, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by him or them ſealed and delivered in the Preſence of and atteſted by One or more credible Witneſs

or

or Witneſſes, to ſubject and charge a competent Part of the ſaid Eſtates mentioned in the ſaid Fifth Schedule, other than the *Minſter Acres* Eſtate, and the Tythes of *Bywell Saint Peter*, with the Payment of any Sum or Sums of Money, not exceeding in the Whole the Sum of Five thouſand Pounds, with Intereſt for the ſame from the Time of making ſuch Charge as aforeſaid; and that for ſecuring the Re-payment of the ſaid Sum or Sums ſo to be charged, it ſhall and may be lawful to and for the ſaid *George Silvertop* the Grandſon, at any Time or Times during his Life, and to and for his Executors or Adminiſtrators at any Time or Times after his Deceaſe, and from and after the paſſing of this Act, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to limit or create any Term or Terms of Years, without Impeachment of Waſte, and to make and execute any Grant, Mortgage, Leaſe, or Demiſe, of and upon, or otherwiſe ſubject all or any Part of the ſaid ſettled Eſtates unto any Perſon or Perſons whomſoever, and to his, her, or their reſpective Executors, Adminiſtrators, and Aſſigns, to and with the Payment of the ſaid Sum of Five thouſand Pounds, or any Part or Parts thereof; and Intereſt for the ſame as aforeſaid; ſo as that the Eſtate, Term, and Intereſt to be granted and created by any ſuch Grant, Mortgage, Leaſe, or Demiſe, be made redeemable on full Payment of the Sum or Sums of Money, not exceeding in the Whole the ſaid Sum of Five thouſand Pounds, which ſhall be ſo charged and ſecured, with Intereſt for the ſame as aforeſaid, by the Perſon or Perſons who for the Time being ſhall be entitled in Poſſeſſion to the ſaid Premiſes ſo to be granted, mortgaged, leaſed, or demiſed as aforeſaid; and ſo as that ſuch Grant, Mortgage, Leaſe, or Demiſe, do and ſhall contain a Covenant, Clauſe, or Agreement, or Covenants, Clauſes, or Agreements, on the Part of the ſaid *George Silvertop* the Grandſon, or of the Perſon or Perſons who ſhall from Time to Time become Tenant for Life as aforeſaid, that he or they ſhall and will, during their reſpective Lives, keep down the Intereſt of the ſaid Sum or Sums of Money, not exceeding in the Whole the ſaid Sum of Five thouſand Pounds, ſo to be charged as aforeſaid, in ſuch Manner as that no Perſon or Perſons afterwards becoming ſeiſed of or entitled to ſuch mortgaged Premiſes, or any Part thereof, ſhall be ſubject or liable to pay any further or larger Arrear of Intereſt than for Six Months next preceding the Time when ſuch Seiſin ſhall reſpectively accrue.

Power to appoint new Truſtees.

XIX. And be it further enacted and declared, That in caſe either of them the ſaid *William Sheldon* and *Richard Wilſon* ſhall, before the Truſts, Powers, or Authorities hereby in them veſted or repoſed, ſhall be fully executed and performed, or ſatisfied or determined, or become unneceſſary, die, or be deſirous to decline, and be diſcharged of and from the ſame Truſts, Powers, or Authorities, or any of them, it ſhall and may be lawful to and for the ſaid *George Silvertop* the Grandſon, and every or any ſucceeding or other Tenant for Life for the Time being, in the actual Poſſeſſion of the ſaid Eſtates ſettled or to be ſettled as aforeſaid, or in the actual Receipt of the Rents, Iſſues, and Profits thereof, if ſuch Perſon or Perſons ſhall be of full Age, but if ſuch Perſon or Perſons ſhall be under Age, then to and for his and their Guardian or Guardians for the Time being, by a Deed or Writing to be by them reſpectively ſigned and ſealed in the Preſence of Two or more credible Witneſſes, to nominate or appoint ſome fit and proper Perſon to be a Truſtee in Manner and for the Purpoſes aforeſaid, in the Place and Stead of ſuch of them the ſaid *William*

William Sheldon and *Richard Wilſon* as ſhall ſo die, or be deſirous to decline and be diſcharged of and from the ſame Truſts, Powers, and Authorities, or any of them; and ſo from Time to Time, as often as there ſhall be Occaſion, a new Truſtee ſhall be ſo nominated and appointed in the Place of any Truſtee for the Time being who ſhall die, or be deſirous to decline and be diſcharged as aforeſaid; and when and as often as any new Truſtee ſhall be ſo nominated and appointed, and when and as often as ſuch Nomination ſhall be approved and confirmed by the Court of Chancery, by an Order to be made in a ſummary Way, upon the Petition of the Perſon or Perſons making ſuch Nomination and Appointment, then and immediately all the Truſt Eſtate, Money, or Securities, which ſhall be then veſted in the ſurviving Truſtee, or the Truſts, Powers, or Authorities of or concerning which any Truſtee then in being ſhall be deſirous to decline and be diſcharged of and from as aforeſaid, ſhall reſpectively, with all convenient Speed, be conveyed, aſſigned, transferred, and made over, ſo and in ſuch Manner as that the ſame ſhall be effectually veſted in the ſurviving or continuing Truſtee and ſuch new Truſtee, upon the Truſts and with the Powers and Authorities affecting the ſame.

Truſtees to be anſwerable for their own Acts only.

XX. And be it further enacted and declared, That neither the ſaid *William Sheldon* and *Richard Wilſon*, or either of them, or any future or other Truſtee, to be nominated and appointed as aforeſaid, their reſpective Heirs, Executors, or Adminiſtrators reſpectively, ſhall be anſwerable or accountable for any Money to be received under or by virtue of the Truſts hereby in them reſpectively veſted or repoſed, any otherwiſe than for ſuch only as they reſpectively ſhall actually receive, and by no Means for any Loſs which may happen of ſuch Truſt Money, or any Part thereof, without their reſpective wilful Neglect or Default; and that neither of them the ſaid *William Sheldon* and *Richard Wilſon*, or any future or other Truſtee or Truſtees to be nominated and appointed as aforeſaid, ſhall be anſwerable or accountable for the Acts, Receipts, Diſburſements, Neglects, or Defaults of the other of them; and that they, or each or either, and every or any of them reſpectively, their reſpective Heirs, Executors, or Adminiſtrators, ſhall or may, out of ſuch Money as ſhall come to their reſpective Hands under or by virtue of the Truſt herein-before declared, be allowed, and retain to and reimburſe themſelves reſpectively, all ſuch Loſs, Coſts, Charges, Damages, or Expences, as they reſpectively ſhall or may ſuffer, ſuſtain, expend, or be put unto in or about the Execution or Performance of the ſame Truſts, or any of them, or in anywiſe by Reaſon or on Account thereof.

General Saving.

XXI. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſons and Perſon, and all Bodies Politick and Corporate, and their reſpective Heirs, Executors, Adminiſtrators, and Succeſſors (other than and except the ſaid *Catherine Silvertop* Widow, *George Silvertop* the Grandſon, *Henry Silvertop* and *Elizabeth* his Wife, *Catherine Silvertop* Spinſter, and *Charles Silvertop*, Sir *John Lawſon*, *Henry Maire*, and *John Wright*, and all and every other Perſons and Perſon entitled to or claiming any Eſtate, Right, Title, Truſt, or Intereſt, of, in, to, or out of the ſaid capital and other Meſſuages, Hereditaments, Rectory, Tythes, and Premiſes, hereby reſpectively ſettled, veſted, and limited as aforeſaid, under or by virtue of the

said recited Will of the said *John Silvertop*), all such Estate, Right, Title, and Interest, as they respectively had before the passing of this Act, or would, could, or might have had in case the same had not been made.

Publick Act.

XXII. And be it further enacted, That this Act shall be deemed, adjudged, and taken to be a publick Act, and shall be judicially taken Notice of as such by all Judges, Justices, and other Persons whomsoever, without specially pleading the same.

SCHEDULES.

SCHEDULES.

The FIRST SCHEDULE to which the foregoing Act refers; containing an Account of the Debts owing by the late *John Silvertop* Esquire, at the Time of his Decease, yet remaining unsatisfied out of his Estate or Effects, as near as the same can be ascertained.

	£.	s.	d.
DEBTS SECURED BY MORTGAGE, Payable			
To Henry Maire, Esquire	10,000	—	—
Ambler	5,000	—	—
DEBTS SECURED BY BOND,			
To George Baker, Esquire	5,000	—	—
Edmund Craster, Esquire	2,000	—	—
Elizabeth Dunn	1,600	—	—
John Lynn	500	—	—
Eleanor Armstrong	500	—	—
Frances Perrot	400	—	—
Hannah Dunn	500	—	—
Nicholas Waugh	500	—	—
William Gill	500	—	—
Bridget Silvertop	200	—	—
Henry Taylor	1,000	—	—
Messrs. Robinson and Outhwaite	500	—	—
Catherine Todd	250	—	—
Hannah Todd	250	—	—
Bridget Todd	250	—	—
John Temperly	400	—	—
Michael Lumley	450	—	—
Colonel Farquhar	1,000	—	—
Messrs. Charlton	400	—	—
Thomas Ridley	200	—	—
George Sample	300	—	—
Elizabeth Ridley	450	—	—
Rev. George Scurfield	500	—	—
Mrs. Strolger	500	—	—
Mr. Wood	300	—	—
Ann Mellor	500	—	—
Mr. Bell	1,650	—	—
Thomas Eyre	2,000	—	—
To the Executors of Mrs. Hales	4,000	—	—
Jasper Gibson	2,800	—	—
Sir John Lawson, Baronet	3,000	—	—

The FIRST SCHEDULE—*continued.*

	£.	s	d.
ON NOTES BEARING INTEREST:			
To Thomas Haggerſton, Eſquire	1,000	—	—
To Surtees, Burdon, & Co. Bankers	3,700	—	—
To George Silvertop, Eſquire	200	—	—
To the ſeveral Servants who reſted their Wages in his Hands	700	—	—
	53,000	—	—
LEGACIES:			
To Mrs. Silvertop	500	—	—
Mr. Charles Silvertop	1,000	—	—
	1,500	—	—
To Intereſt due on the above mentioned Mortgages, Bonds, and Notes	1,423	17	1¾
	Sums claimed or due.		
THE SIMPLE CONTRACT DEBTS:	£.	s.	d.
To William Harbottle, for Malt	300	—	—
Mr. Gray, Balance for Jewels	73	16	6
Winter, Shee, and Winter, Drapers	36	9	6
Robert Wilſon, for Staffordſhire Ware	4	15	6
Nicholas Ruddock, Attorney, Law Charges	8	11	7
Edward Charlton, Plaiſterer	4	1	11
James Spence, Boot Maker	12	9	—
John Parker, for Iron	—	19	6
The Executors of Mr. Gaul, for Hops	18	10	—
Edward Foxhall, Carver	15	—	—
Woodhouſe and Smith, Hatters	3	6	6
Thomas Stephenſon, Painter	1	1	5½
Edward Walker, Printer	1	18	6
Beilby and Bewick, Engravers	2	4	6
Edward Wilſon, Spirit Merchant	2	17	—
Gibſon and Forſter, Undertakers	178	3	11
James Robſon, Bookſeller	21	17	4
Robert Selby, for Wine	11	10	8
Thorpe and Lees, for a new Chaiſe	190	16	6
Caleb Angus, Coach Maker	2	18	1
John Robertſon, Silverſmith	2	11	3
Reverend John Elliſon, for Stipend and Modus	9	1	4
George Fittis, Milwright	4	14	8
Woodhouſe and Smith, for Servants Liveries	5	3	—
George and Thomas Gibſon, Clothiers	105	19	—
Thomas Mather, Grocer	5	1	6
The Biſhop of Durham, Free Rents, &c.	4	15	—
The Adminiſtrators of George Pearſon, Eſq. Law Charges	28	2	4
The Aſſignees of James Burns, Shoemaker	2	10	9
Abbs and Kentiſh, Apothecaries	32	19	—
Watſon and Gordon, for Harneſs	5	8	4
Keenlyſide and Turner, Druggiſts	4	4	7

The FIRST SCHEDULE—*continued.*

	£.	s.	d.
Chriſtopher Blackett Eſquire, for Hops	31	12	2
Samuel Hinton, for Groceries	18	11	—
Robert Crawford, for the like	68	8	—
John Hepper, Hoſier	10	12	—
James Spence, Boot Maker, a further Sum	17	5	6
Mrs. Hudſon, Milliner	10	15	—
Marſhall and Dixon, for Perry	3	12	6
Wheble, Kendal, and Doe, Chandlers	12	3	1
William Bell, Grocer	16	15	6
John Dobſon, Upholſterer	35	16	5
William Charnley, Bookſeller	4	11	6
J. Pollock, for Carpeting	—	14	4½
David Henderſon, for Brandy	2	5	—
John Ruſſel, for Wine	2	5	4
Richard Topping, for Hardware	4	13	1
John Green, for a Plough	3	11	8
John Robſon, Nurſeryman	7	—	—
Surtees and Wallace, for Wine	102	8	—
Archibald Rud, Clothier	56	11	10
Joſhua Alder, Cheeſemonger	11	8	3
Charles Turner, Innkeeper, for Accommodations during Mr. Silvertop's laſt Illneſs	203	8	8½
Alderman Boydell, for Books	44	19	—
Edward Walker, Printer	3	3	—
Thomas Maynard, for Law Charges	109	15	10
Matthias Dunn, Account Current for various Outlays therein ſtated	489	16	8
Charles Silvertop, advanced for Sundries	130	—	—
Maſons, Joiners, Labourers, and other contingent Charges, about	200	—	—
Ceſſes and Taxes	21	3	9
Inſtalment on the Income Tax	90	6	9
Joſeph Bell, Painter	20	3	6
Mr. Brummel, Cabinet Maker	25	4	—
Meſſrs. Wright and Co. Bankers	153	—	—
Proving the Will at Durham	22	10	—
Thomas Hopper, Eſquire, Law Charges	27	7	2
Dr. Clark, Phyſician, his Fees	26	5	—
Mr. Barret, for Wax Lights	8	10	2
John Buddle, Agent, a Bill of Contingents	61	16	7¾
Rudman and Hall, for Hops	27	10	1½
Wheble & Co. Tallow Chandlers	12	3	1
	£. 3,200	3	4½
The Whole of the Mortgages, Bonds, Debts, and Sums upon Notes bearing Intereſt	53,000	—	—
Intereſt on the above, due	1,423	17	1¾
Legacies	1,500	—	—
Simple Contract Debts	3,200	3	4¾
Total	59,124	—	6½

JOHN BUDDLE.

The SECOND SCHEDULE to

The ABSTRACT of the LEASE of the Rectory and Tythes

Leſſors Names.	Nature of Demiſe.	Commencement of Leaſe.	Term of Years granted.
The Dean and Chapter of Durham - - -	Rectory and Tythes of Bywell Saint Peter - -	October 10, 1794 -	Years. 21

The annual neat Receivings and Produce of theſe Tythes taken on the
The Value of which, as a renewable Property taken at 15 Years

WHITEFIELD

ABSTRACTS of the ſeveral LEASES, AGREEMENTS, &c. under which by the late JOHN SILVERTOP Eſquire; and which Two Collieries being

Leſſors Names.	Nature of Rents.	Commencement of Leaſes	Term of Years granted.
			Years.
Rt. Honourable Earl Cowper	Chopwell Colliery - - -	December 25, 1788	21
The Lord Biſhop of Durham	Way Leave from Do. over his Waſtes - - - -	Auguſt 24, 1789 -	21
Thomas Eyre, Eſq. deceaſed	Way Leave from Do. - -	December 24, 1785	30
George Silvertop, Eſq. - -	Shares in Steila Grand Leaſe Colliery - - -	September 23 and 24, 1793 - -	—
Sir Henry Vane Tempeſt, Bart.	Shares in Do. - - - -	December 25, 1797	21
William Fenwick, Eſq. - -	Ditto in Ditto - - - -	December 25, 1782	21
Ra. William Gray, Eſq. - -	Ditto in Ditto - - - -	December 25, 1782	21
Sir Thomas Blackett, Bart. now Colonel Beaumont -	Ditto in Ditto - - - -	December 25, 1782	21
The Rev. Richard Marley -	Ditto in Ditto - - - -	December 25, 1798	21
Carr Ibbetſon, Eſq. - -	Ditto in Ditto - - - -	December 25, 1798	21
Joſeph Lamb, Eſq. - - -	Ditto in Ditto - - - -	December 25, 1798	21
Miſs Simpſon - - - -	Ditto in Ditto - - - -	December 25, 1782	21
Sir Henry Vane Tempeſt, Bart.	Ditto in Hedworth's Freehold	December 25, 1797	21
The late Thomas Eyre, Eſq. now E. T. Standiſh, Eſq.	Way Leaves and Sta. Room	December 24, 1785	30

VALUA-

From the above Statement of the Term of Years, unexpired in the ſeveral Leaſes under concomitant Circumſtances, the preſent Value thereof, including the Ginns, Waggons, Ways,

which the foregoing Act refers.

of BYWELL SAINT PETER, and the Valuation thereof:

Certain Annual Rent.	Expiration of Leaſe.	Term to go in Leaſe.	REMARKS.
£. 72	October 10, 1815.	Years. 15	Renewable at the End of the Term.

	£.	s.	d.
Average of the laſt 3 Years, amount to - - - - -	796	6	3
Purchaſe, amount to - - - - - - - -	11,944	13	9

JOHN BUDDLE.

COLLIERY.

CHOPWELL and STELLA GRAND LEASE COLLIERIES were held taken together, generally go by the Name of WHITEFIELD COLLIERY.

Certain Annual Rents.	Expiration of Leaſes.	Term yet to go in Leaſes.	REMARKS.
£. s. d.		Years.	
358 — —	December 25, 1809 -	8	Beſides 15 s. per Ten on Leadings above 466⅔ Tens.
10 — —	Auguſt 24, 1810 - -	9	Renewable every 7 Years.
185 — —	December 24, 1815 -	14	Depends on the Leadings at 5 s. per Ten.
105 — —	- - - - - - - -	—	Holds this by Leaſe and Releaſe from the late Sir Henry Vanē, Bart.
100 — —	December 25, 1818 -	17	
20 — —	December 25, 1803 -	2	
28 — —	December 25, 1803 -	2	
40 — —	December 25, 1803 -	2	
30 — —	December 25, 1819 -	18	
15 — —	December 25, 1819 -	18	
8 — —	December 25, 1819 -	18	
40 — —	December 25, 1803 -	2	
8 — —	December 25, 1818 -	17	
200 — —	December 24, 1815 -	14	

-TION:

which Whitefield Colliery is wrought, and from a careful Examination of all other Horſes, and other Articles of Colliery Stock by which the ſame is carried on, is - } £. 10,500

JOHN BUDDLE.

The THIRD SCHEDULE to which the foregoing Act refers.

A RENTAL and VALUATION of a Freehold Eſtate at *Pont Iſland* in the County of *Northumberland*, late the Property of *John Silvertop* Eſquire, deceaſed.

Farms, Shops, Garden, &c.	Tenants Names.	Pariſhes.	Townſhips.	No. of Acres.	Yearly Rent.
				A. R. P.	£. s. d.
Click-him-in Farm -	Matt^w Wedderburn	Pont Iſland	Pont Iſland	100 3 9	125 — —
Eland Green Ditto - -	George Lumſden	Ditto -	Ditto -	124 1 26	300 — —
Pont Iſland and Crofts -	The ſame - -	Ditto -	Ditto -	123 — 38	
Pont Iſland, Eaſt Farm -	John Potts - -	Ditto -	Ditto -	110 2 19	110 — —
Pont Iſland Mill Ditto -	Robert Reed -	Ditto -	Ditto -	52 — —	85 10 —
Manſion Houſe, Garden, and Cottage - -	William Cargy -	Ditto -	Ditto -	3 2 24	10 10 —
Cottage, Joiners Shop, and Garden - -	Robert Daviſon	Ditto -	Ditto -	— — —	4 10 —
Cottage and Garden - -	Sarah Kyle - -	Ditto -	Ditto -	— — —	— 10 6
Cottage and Garden - -	Joſeph Kyle - -	Ditto -	Ditto -	— — —	— 5 —
Cottage, Smith Shop, and Garden - - -	Robert Lumſdon	Ditto -	Ditto -	— — —	2 2 —
		Carried forward		514 2 36	638 7 6

The THIRD SCHEDULE—*continued.*

Farms, Shops, Garden, &c.	Tenants Names.	Parishes.	Townships.	No. of Acres.			Yearly Rent.		
				A.	R.	P.	£.	s	d.
		Brought forward -		514	2	36	638	7	6
Cottage and Garden -	Joseph Kyle -	Pont Island	Pont Island	—	—	—	—	12	—
Small Burn Farm - -	John Green -	Ditto -	Ditto -	255	2	29	200	—	—
North West Houses Ditto	Joseph Story -	Ditto -	Ditto -	273	1	9	112	—	—
South West Houses Ditto	John Lumsdon	Ditto -	Ditto -	252	2	25	200	—	—
Little Callerton, West Ditto	James Charlton	Ditto -	Little Callerton	308	—	—	127	10	—
Little Callerton, East Ditto	Edward Charlton	Ditto. -	Ditto -	260	—	—	220	—	—
			Total -	1,864	1	19	1,498	9	6
From which deduct an annual Rent paid to Ralph Carr, Esquire, for Glebe Lands and Cattle Stints in West Houses Farms, and which are included in the above Rents of the Farms. - - - - -				16	3	37	40	—	—
			Neat -	1,847	1	12	,458	9	6

VALUATION:

The above Rental of £. 1,458. 9*s*. 6*d*. at 30 Years Purchase, amounts to £. 43,754. 5*s*.

JOHN BUDDLE.

THE THIRD SCHEDULE—*continued.*

A RENTAL and VALUATION of certain SHARES held in common of Lands and Tenements in the Lordſhip of *Winlaton* in the County of *Durham*, late the Property of *John Silvertop* Eſquire, deceaſed.

All the undermentioned Premiſes are ſituate in the Townſhip of *Winlaton* in the Pariſh of *Ryton*.

Names of the Farms, &c.	Tenants Names.	No. of Acres.	Yearly Rent.
		A. R. P.	£. s. d.
Moieties of			
The Smeales Farm -	Meſſrs. Shotton and Laws	146 1 28	36 — —
Weſt Thornley Dº -	Miſs Simpſon - -	55 0 2	26 10 —
Spen and Spen Banks Dº - -	Joſeph Anderſon -	96 3 5	20 10 —
Stampley Moſs Dº -	Matthew Reed -	43 2 28	24 5 3
Biggins Banks Dº -	Thomas Atkinſon -	13 0 37	9 — —
Part of Batehouſe Dº	Thomas Richardſon -	— —	23 10 —
of Ditto - Dº	Thomas Hunter -	63 1 5	6 10 —
of Ditto - Dº	Miſs Simpſon - -	— —	30 — —
A Houſe in Bladon	Edington and Marks	— —	— 5 —
A Quay there -	J. R. Beaumont, Eſq.	— —	1 1 —
A Houſe in Bladon	Thomas Chancer -	— —	— 5 —
The Cock Pit Houſe Winlaton - -	Richard Douglaſs -	0 0 32	1 1 —
Houſes in Bladon -	Joſeph Dunn - -	— —	2 10 —
Houſe and Garth in Winlaton - -	Thomas Hunter -	1 0 12	1 15 —
Houſe in Ditto -	William Napier -	— —	— 12 6
Quay, Lime Kiln, and Houſe in Bladon -	Sundry Perſons -	— —	1 19 —
$\frac{1}{16}$ of Two Gardens in Bladon Lane -	Nicholas Atkinſon -	— —	— — $0\frac{1}{2}$
A Mill in Bladon -	J. R. Beaumont, Eſq.	— —	— 12 6
Lands at Swalwell, &c.	Crawley and Co. -	— —	7 10 —
Cottage in Winlaton	Richard Douglaſs -	— —	— 1 5
Biddicks Cloſe and Cottages Dº - -	Mary Epton - -	— —	— 10 $0\frac{1}{2}$
Fiſher's Houſes Dº -	Ditto - - -	— —	— 1 8
Cottage in Winlaton	Amor and Epton -	— —	— — 3
	Carried over		194 9 8

THIRD SCHEDULE—RENTAL and VALUATION—*continued.*

Names of the Farms, &c.	Tenants Names.	No. of Acres.			Yearly Rent.		
		A.	R.	P.	£.	s.	d.
Brought over	- - - - - - - - -	—		—	194	9	8
Moieties of							
Winlaton Fiſhery	William Methuen -	—		—	3	2	6
Whinney Cloſe - -	J. R. Beaumont, Eſq.	—		—	—	17	6
Brockwell Corn Mill	Meſſrs. Todd and Co.	—		—	—	12	6
Haggerſton's Ditto -	Thomas Wood - -	—		—	—	15	—
Houſe at Scotland Head	James Miller - -	—		—	—	—	2½
Another D° - - -	Richard Brown - -	—		—	—	—	10
Cottage and Two Gardens D° - - -	Haggerſtons and Co.	—		—	—	—	4¼
Cottages in Bladon -	Joſeph Chambers -	—		—	—	1	10½
Ditto in Winlaton -	William Cowan's Heirs	—		—	—	1	5¾
1/16 of the Poor Houſe and Burn Banks -	Overſeers of Poor -	—		—	—	1	6
Two Garths on Burn Banks - - - -	Iſaac Dugmore - -	—		—	—	—	1
Two more Garths on D° - - - - -	John Forſter - - -	—		—	—	—	6½
Fire Clay Pits - -	Ditto - - - - -	—		—	—	6	3
A Cottage in Winlaton	John Hudſon - - -	—		—	—	—	10
A Ditto in Ditto Lane	William Hawdon -	—		—	—	—	7½
A Ditto in Ditto	John Leadbitter - -	—		—	—	—	5½
A Ditto in Ditto -	William Javans - -	—		—	—	—	2½
A Ditto and Garth at Spen - - - - -	John Maſon - - -	—		—	—	—	7½
A Ditto in Bladon Lane	John Marſhall - -	—		—	—	—	2½
A Ditto in Winlaton	Ann Mather - - -	—		—	—	—	5½
A Ditto in D° - -	Robert Matthews -	—		—	—	—	3¾
A Ditto in D° - -	John M'Olivan - -	—		—	—	—	7
A Ditto in D° - -	Michael Atkinſon -	—		—	—	—	10
Several Cottages in D°	Joſeph Pearſon - -	—		—	—	4	4
A Cottage in D° -	Iſaac Robſon - - -	—		—	—	1	6
A Cottage in D° - -	Joſeph Patterſon - -	—		—	—	—	7½
A Cottage in D° - -	William Javans - -	—		—	—	—	2½
A Cottage in D° -	Chriſtopher Somerſides	—		—	—	—	3
A Cloſe and Cottage in D° - - - - -	John Siddyway - -	—		—	—	3	4
A Cottage in D° - -	Cuth. Thompſon - -	—		—	—	—	5
	Carried over	201	6	1¼			

THIRD SCHEDULE—RENTAL and VALUATION—*continued.*

Name of the Farms, &c.	Tenants Names.	No. of Acres.	Yearly Rent.
		A. R. P.	£. s. d.
Brought over	- - - - - - - -	— —	201 6 1¼
Moieties of			
A Cottage in Winlaton	John Robſon - - -	— —	— — 9
A Byer in D° - -	Ditto - - - - -	— —	— — 2¼
A Garden on Scotland Green - - - -	John Smith - - -	— —	— — 2
Part of Burn Banks	Todd and Fenwick -	— —	— 1 3
A Moiety of Fifty Acres of Wood Land hained off from the ſeveral Farms for the Growth of Wood at 10s. 0d. - - - - -		— —	12 10 —
	Total		213 18 5½

DEDUCTIONS:

The Land Tax - - - - - -	£. 3 1 4	
Expences of holding Courts, and keeping a Bailiff -	8 17 1½	
		11 18 5½
Neat -		202 — —

VALUATION:

The above neat Rental of £. 202 per Annum at 30 Years Purchaſe amounts to - - - - - £. 6,060 — —

JOHN BUDDLE.

The FOURTH SCHEDULE to which the foregoing Act refers.

A RENTAL and VALUATION of the FREEHOLD ESTATES of *Minſter Acres*, *Unthank*, *Crooked Oak*, *Cronkley*, *Newfield*, and *Mill Shields*, in the County of *Northumberland*, late the Property of *John Silvertop* Eſquire, deceaſed.

FARMS.	Tenants Names.	Pariſhes.	Townſhips.	Contents.	Yearly Rents.
				A. R. P.	£. s. d.
The Manſion Houſe at Minſter Acres, with the Stables, Offices, Gardens, and Pleaſure Grounds - -	The Family - -	Eſperſhields	Bywell Saint Peter's -	- - -	40 — —
The Hall Farm - -	The late Owner -	Ditto -	Ditto -	170 0 0	160 — —
Weſt Minſter Acres Dº	John Lawſon - -	Ditto -	Ditto -	499 0 0	160 — —
Unthank Dº - -	Joſeph Maughan -	Shotley -	Shotley -	372 0 33	230 — —
Crooked Oak Dº - -	Francis Lumley -	Ditto -	Ditto -	100 0 0	25 — —
Cronkley Dº - -	John & Geo. Hepple	Eſperſhields	Bywell St. Peter's -	356 0 0	185 — —
Newfield Dº - -	Joſeph Maughan -	Ditto -	Ditto -	207 3 28	85 — —
Weſt Mill Shields Dº -	Joſeph Watſon -	Ditto -	Ditto -	244 0 0	130 — —
Eaſt Mill Shields Dº -	John Johnſon - -	Ditto -	Ditto -	67 0 0	55 — —
Mill Shields Mill and Dº	Thomas Brown - -	Ditto -	Ditto -	16 2 0	50 — —
Colliery under Dead Rent	John Simpſon - -	Ditto -	Ditto -	- - -	40 — —
			Total - -	2,032 2 21	1,160 — —

A VALUATION of the above-mentioned ESTATES and TIMBER, &c. thereon.

	£.	s.	d.
The above annual Rent, taken at Thirty Years Purchaſe, amounts to - -	34,800	—	—
On the Premiſes are One hundred Acres of Woodland and Plantations; a great Quantity of the Timber being in full Perfection, and the Plantations and hained Grounds in various Stages of Growth, which at £.40 per Acre amounts to -	4,000	—	—
Total Value - - £.	38,800	—	—

JOHN BUDDLE.

The FIFTH SCHEDULE to which the foregoing Act refers.

	£. s. d.
Greenside, in the Parish of Ryton and County of Durham, of the net yearly Rent of	600 — —
Birkenside, in the Parish of Shottey and County of Northumberland, of the net yearly Rent of	700 — —
Moorgame Hall, in the said County of Northumberland, of the net yearly Rent of	120 — —
	1,420 — —

The SIXTH SCHEDULE to which the foregoing Act refers.

	£. s. d.	£. s. d.
Value of the Pont Island and Winlaton Estates		49,814 5 —
Deduct Mr. Maire's Mortgage		10,000 — —
		39,814 5 —
Value of Minster Acres Estate, substituted in lieu of the Pont Island and Winlaton Estates	38,800 — —	
Value of Tythes of Bywell Saint Peter	11,944 13 9	
	50,744 13 9	
Deduct Value of Pont Island and Winlaton Estates	39,814 5 —	
The Sum to be raised for George Silvertop	5,000 — —	
	44,814 5 —	
Total gained by the proposed Settlement	5,930 8 9	

Subject to the temporary Incumbrance of the Mortgage due to Mr. Maire, from the Time the Pont Island and Winlaton Estates are sold, till such Mortgage is actually discharged, which is directed by the Act to be discharged immediately after the Payment of the Expences of obtaining and passing the Act, and the Trusts incident thereto.

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