ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

* *

Cap. 10.

An Act for enabling Leases and Sales to be made of Lands and Hereditaments in the Counties of *Northumberland* and *Durham* belonging to the Families of *Thoroton and Croft*, and for other Purposes, called "The *Thoroton and Croft* Estate Act, 1856." [29th *July* 1856.]

WHEREAS by an Act of Parliament passed in the Twenty-fourth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to empower* Margaret Bowes *Spinster, Lieutenant Colonel* Thomas Thoroton *and* Anne *his Wife, and the Reverend* Robert Croft *and* Elizabeth *his Wife, to grant Leases of their Settled Estates in the County of* Northumberland *and County Palatine of* Durham, *and for vesting certain Parts of the same Estates in Trustees, to be sold, and for laying out the Purchase Money in other Estates to be settled to the same Uses*, wherein was recited the Will of *Alice Wanley*, dated the Twenty-first Day of *July* One thousand seven hundred and seventy-two, devising all her Real Estate, both Freehold and Copyhold, in the County of *Durham* or elsewhere, unto and to the Use of *Stephen Beckingham* Esquire and *Thomas Walley Partington*, their Heirs and Assigns, upon trust, in the first place, for

24 G. 3. c. 28. (*n. p.*)

Payment of certain Legacies and Life Annuities, and so charged upon trust for her Three Nieces *Margaret Bowes*, *Anne Bowes* then *Anne* the Wife of *Thomas Thoroton*, and *Elizabeth Bowes* then *Elizabeth* the Wife of the Reverend *Robert Croft*, Daughters of the Testatrix's then late Brother *George Wanley Bowes* deceased, and the Survivors and Survivor of them, during their Lives and the Lives and Life of such Survivors and Survivor, with Remainder upon trust for all and every the Child and Children of her said Nieces respectively, equally to be divided between them as Tenants in Common in Tail General, with cross Remainders, with divers Remainders over, it was enacted, that it should be lawful for the said *Margaret Bowes*, *Thomas Thoroton* and *Anne* his Wife, and *Robert Croft* and *Elizabeth* his Wife, or for the Person or Persons for the Time being entitled to the Freehold or to the Rents and Profits of the said Estates devised by the said *Alice Wanley*'s Will, and situate at *Cowpen* in the said County of *Northumberland*, to carry into effect and confirm certain Agreements therein recited for granting Leases to *Robert Stoker* and *Francis Hurry* respectively of certain Portions of the *Cowpen* Estates for Building Purposes for Three Lives, under the Rents and subject to the Stipulations in such Agreements mentioned, including a Power or Proviso in such Leases respectively to be contained for renewing the same from Time to Time upon the Death of any One or more of such Lives respectively, in consideration of such Fine as therein also mentioned; and it was further enacted, that it should be lawful for the said *Margaret Bowes*, *Thomas Thoroton* and *Anne* his Wife, and *Robert Croft* and *Elizabeth* his Wife, and to and for the Survivors and Survivor of them, being entitled to or having respectively for the Time being Freehold Interests or a Freehold Interest in, or being respectively entitled to the Possession or the Receipt of the Rents and Profits of, the said Estates and Premises at *Cowpen* under or by force and virtue of the said Will of *Alice Wanley* deceased, and after the Death of the Survivor of them the said *Margaret Bowes*, *Anne* the Wife of the said *Thomas Thoroton*, and *Elizabeth* the Wife of the said *Robert Croft*, to and for all and every the Child and Children of the Body and respective Bodies of the said *Margaret Bowes*, *Anne* the Wife of the said *Thomas Thoroton*, and *Elizabeth* the Wife of the said *Robert Croft*, who for the Time being should be entitled to the Possession or the Receipt of the Rents and Profits of the said Estate at *Cowpen* at his, her, or their Age or respective Ages of Twenty-one Years, and to and for the Person or Persons who for the Time being should happen to be the Guardian or Guardians of such Child or Children during his, her, or their respective Minority, and also to and for all and every other Person and Persons who for the Time being should or might be entitled to the Freehold in Possession or to the Receipt of the Rents and Profits of the said Premises at *Cowpen* under or by virtue of the said Will, by Indenture or Indentures under their, his, or her

her Hands and Seals or Hand and Seal respectively, to grant, lease, or demise all or any Part of the said Lands, Tenements, or Hereditaments at *Cowpen* aforesaid, late the Estate of the said Testatrix *Alice Wanley*, and so devised by her as aforesaid, unto any Person or Persons who was, were, or should be willing to take, build upon, or improve the same for and during the Lives of Three Persons in such Lease or Leases respectively to be named, and the Lives and Life of the Survivors and Survivor of them, with a perpetual Right of Renewal to each and every such Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, upon, under, and subject to the Terms, Provisoes, and Conditions by the now-reciting Act declared and directed; and it was further enacted, that such Lease or Leases as aforesaid might be renewed upon the Terms and subject to the Restrictions and Provisoes therein mentioned; and it was thereby further enacted, that the several Estates devised by the said *Alice Wanley*'s Will, that was to say, the respective Farms or Tenements in *Thornton*, *Crawcrook*, *Barmpton*, *Burtree House*, *Gilley Flatt*, *Brook House*, *Stoney Flatt*, *Newton*, *Heighington*, and *Gainford*, therein more particularly described, and also all other the Freehold and Copyhold Estates devised by the said *Alice Wanley*'s Will to the said *Stephen Beckingham* and *Thomas Walley Partington* as aforesaid (except the said Hereditaments and Premises at *Cowpen*), should thenceforth be vested in and settled upon, and the same were thereby vested in and settled upon, and to the Use of *Thomas Croft*, of *Dowgate Hill* in the City of *London*, Esquire, and *George White* junior, of *Park Street* in the City of *Westminster*, Esquire, their Heirs and Assigns for ever, free from all the Estates, Trusts, Powers, Annuities, Charges, Legacies, Provisoes, and Limitations in and by the said *Alice Wanley*'s Will created and declared, upon trust that the said *Thomas Croft* and *George White*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should sell and dispose of all or any of the said Premises in manner and subject to the Provisoes and Restrictions in the now reciting Act contained, and should apply the Surplus or Residue to arise from such Sale or Sales, after defraying the Costs and Expenses in the now reciting Act mentioned or referred to, in the Purchase of Manors, Lands, Hereditaments, and Premises in *England*, to be settled and assured to, for, upon, and subject to the same Uses, Estates, Trusts, Powers, Provisoes, and Limitations as were by the said *Alice Wanley*'s Will created and declared of and concerning the Premises by the now reciting Act authorized to be sold, or such of them as should be then capable of taking effect; and it was also enacted, that until such Sale or Sales should be made pursuant to the now reciting Act, the said *Thomas Croft* and *George White*, and the Survivor of them, and the Heirs of such Survivor, should permit and suffer the Premises thereby vested in them as aforesaid to be respectively held and enjoyed, and the Rents and Profits thereof to be

respectively

respectively received, by and for the Benefit of such Person or Persons as would be entitled and ought to hold and enjoy and receive the same respectively in case the now reciting Act had not been made; and it was thereby amongst other things further enacted, that it should be lawful for the said *Margaret Bowes*, *Thomas Thoroton* and *Anne* his Wife, *Robert Croft* and *Elizabeth* his Wife, and the Survivors and Survivor of them, and other the Person or Persons thereinbefore entitled to grant Leases of the *Cowpen* Estates aforesaid, to lease all or any Part or Parts of the said Estates devised by the said *Alice Wanley*'s Will, save and except such Part or Parts thereof as was, were, or should have been demised or sold pursuant to the now reciting Act to any Person or Persons for any Term not exceeding Twenty-one Years, and also to lease all and every the Mines, Veins, and Seams of Iron, Ironstone, and Coal, and other Mines or Minerals and Quarries in, under, or upon any Part of the said *Cowpen* Estates, or any other Part of the Estates devised by the said *Alice Wanley*'s Will as aforesaid, to any Person or Persons for any Term of Years not exceeding Forty Years, with all such Powers and Authorities as in the now reciting Act mentioned, but upon the Terms and subject to the Provisoes, Restrictions, and Conditions in the now reciting Act mentioned or referred to: And whereas there were Issue of the Marriage between the said *Anne Bowes* and Lieutenant Colonel *Thomas Thoroton* Seven Children, that is to say, *Anne Roosilia Elizabeth Thoroton*, who on the Eighteenth Day of *September* One thousand eight hundred and ten married *Kingsmill Evans* Esquire, *Elizabeth Thoroton*, *Thomas Blackborne Thoroton*, who afterwards assumed the Name of *Thomas Blackborne Hildyard*, *Levett Edward Thoroton*, *Robert Thoroton*, *Mary Isabella Thoroton*, and *John Peter Thoroton*, who was born in or about the Month of *October* One thousand seven hundred and ninety-seven, and died an Infant: And whereas there were Issue of the Marriage between the said *Elizabeth Bowes* and *Robert Croft* Eleven Children, that is to say, *James Croft* now the Venerable Archdeacon of *Canterbury*, *Anne Croft*, the Reverend *Stephen Croft*, the Reverend *Thomas Hutton Croft*, *Elizabeth Croft*, and *Catherine Mary Croft*, also *George Matthew Croft*, who attained the Age of Twenty-one Years, but died a Bachelor intestate on the Fourth Day of *December* One thousand eight hundred and nine (without having barred his Estate Tail in any of the Hereditaments and Premises devised by the said *Alice Wanley*'s Will), and *Charles John Croft*, *Robert Croft*, *Elizabeth Marianne Croft*, and *Stephen Croft*, all of whom died in Infancy: And whereas the said *Thomas Thoroton* died on the Thirteenth Day of *November* One thousand eight hundred and thirteen, leaving the said *Anne Thoroton* his Widow him surviving: And whereas the said *Margaret Bowes* died in the Month of *August* One thousand eight hundred and fourteen, without having been married, and intestate, leaving her Sisters

Sisters the said *Anne Thoroton* and *Elizabeth Croft* Wife of *Robert Croft* her Co-devisees for Life under the Will of the said *Alice Wanley* her surviving: And whereas by an Indenture of Bargain and Sale, dated the Thirty-first Day of *May* One thousand eight hundred and seventeen, and enrolled in the High Court of Chancery on the Twenty-seventh Day of *July* in the same Year, and made between the said *Anne Thoroton* Widow of the First Part, the said *Robert Croft* and *Elizabeth* his Wife of the Second Part, the said *Thomas Blackborne Hildyard*, *Levett Edward Thoroton*, *Robert Thoroton*, *Kingsmill Evans* and *Anne Roosilia Elizabeth* his Wife, *Elizabeth Thoroton*, and *Mary Isabella Thoroton*, of the Third Part, the said *James Croft*, *Anne Croft*, and *Stephen Croft*, Three of the Children of the said *Elizabeth* and *Robert Croft*, who had previously attained the Age of Twenty-one Years, of the Fourth Part, *Thomas Coates* Gentleman of the Fifth Part, *Francis Smales* Gentleman of the Sixth Part, and *Henry Percy Pulleine* Esquire of the Seventh Part, and by Two several Recoveries, duly suffered pursuant to the same Indenture of Bargain and Sale, in the Court of Pleas at *Westminster* in or as of Trinity Term in the Fifty-seventh Year of the Reign of His late Majesty King *George* the Third, and in the Court of Pleas at *Durham* on the Fourth Day of *August* in the same Year, Nine undivided equal Twelfth Parts of and in the dissolved Monasteries of *Tinmouth* and *Newminster* respectively in the said County of *Northumberland*, and of and in the Manors, Lands, Messuages, Tenements, and Hereditaments at *Cowpen*, *Thornton*, *Barmpton*, *Brook House*, *Gilley Flatt*, and *Stoney Flatt*, therein particularly described, and of and in all other the Manors or Lordships, or reputed Manors or Lordships, and Freehold Lands and Hereditaments whatsoever of the said *Anne Thoroton* and *Robert Croft* and *Elizabeth* his Wife at *Thornton*, *Crawcrook*, *Barmpton*, *Gilley Flatt*, *Brook House*, and *Stoney Flatt* aforesaid, and in the Parishes of *Coniscliffe* otherwise *High Coniscliffe*, *Ryton*, *Haughton-le-Skerne*, and *Bishopton*, in the said County of *Durham*, which were then late the Estate and Inheritance of the said *Alice Wanley* deceased, with the Appurtenances, were limited and assured to the Use of the said *Anne Thoroton* Widow and *Elizabeth Croft* the elder, and the Survivor of them, during their Lives and the Life of such Survivor, without Impeachment for Waste, and, subject thereto, as to One of the said Nine undivided Twelfth Parts, to such Uses as the said *Thomas Blackborne Hildyard* by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *Thomas Blackborne Hildyard* and his Assigns for his Life, without Impeachment for Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his

Indenture dated 31st May 1817.

Heirs during the natural Life of the said *Thomas Blackborne Hildyard* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *Thomas Blackborne Hildyard* his Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to such Uses as the said *Levett Edward Thoroton* by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *Levett Edward Thoroton* and his Assigns for his Life, without Impeachment for Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his Heirs during the natural Life of the said *Levett Edward Thoroton* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *Levett Edward Thoroton*, his Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to the Use of the said *Robert Thoroton*, his Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to such Uses as the said *Kingsmill Evans* by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *Kingsmill Evans* and his Assigns for his Life, without Impeachment for Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his Heirs during the natural life of the said *Kingsmill Evans* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *Kingsmill Evans*, his Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to the Use of the said *Elizabeth Thoroton*, her Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to the Use of the said *Mary Isabella Thoroton*, her Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to such Uses as the said *James Croft* by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *James Croft* and his Assigns for his Life, without Impeachment for Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his Heirs during the natural Life of the said *James Croft* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *James Croft*, his Heirs and Assigns for ever; and as to One other of the said Nine Twelfth Parts, to the Use of the said *Anne Croft*, her Heirs and Assigns for ever; and as to the other of the said Nine Twelfth Parts, to such Uses as the said *Stephen Croft*, by

by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *Stephen Croft* and his Assigns for his Life, without Impeachment for Waste and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his Heirs during the natural Life of the said *Stephen Croft* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *Stephen Croft*, his Heirs and Assigns for ever: And whereas by an Indenture of Bargain and Sale, dated the Twenty-first Day of *January* One thousand eight hundred and twenty-two, and enrolled in the High Court of Chancery on the Thirteenth Day of *February* in the same Year, and made between the said *Anne Thoroton* Widow of the First Part, the said *Robert Croft* and *Elizabeth* his Wife of the Second Part, the said *Thomas Hutton Croft*, *Elizabeth Croft* the younger, and *Catharine Mary Croft*, the other Three Children of the said *Elizabeth* and *Robert Croft*, and who had then attained the Age of Twenty-one Years, of the Third Part, *Joseph Heapy Watson* Gentleman of the Fourth Part, *Henry Smales* Gentleman of the Fifth Part, and the said *Henry Percy Pulleine* of the Sixth Part, and by Two several Recoveries, duly suffered pursuant to the same Indenture, in the Court of Pleas at *Westminster* in or as of Hilary Term in the Third Year of His Majesty King *George* the Fourth, and in the Court of Pleas at *Durham* on the Twenty-seventh Day of *February* in the same Year, the remaining Three undivided Twelfth Parts of and in the said Freehold Premises comprised in the said *Alice Wanley*'s Will and in the lastly-recited Indenture were limited and assured to the Use of the said *Anne Thoroton* and *Elizabeth Croft* the elder, and the Survivor of them, during their Lives and the Life of such Survivor, without Impeachment for Waste, and, subject thereto, as to One of the said Three undivided Twelfth Parts, to such Uses as the said *Thomas Hutton Croft* by Deed or Instrument in Writing, with or without Power of Revocation, attested by Two Witnesses, or by his Will or Codicil attested by Three Witnesses, should appoint, and for Want of and until and subject to such Appointment, to the Use of the said *Thomas Hutton Croft* and his Assigns for his Life, without Impeachment for Waste, and after the Determination of that Estate by any Means in his Lifetime to the Use of the said *Henry Percy Pulleine* and his Heirs during the natural Life of the said *Thomas Hutton Croft* in trust for him and his Assigns, and after the Determination of that Estate to the Use of the said *Thomas Hutton Croft*, his Heirs and Assigns for ever; and as to One other of the said Three Twelfth Parts, to the Use of the said *Elizabeth Croft* the younger, her Heirs and Assigns for ever; and as to the other of the said Three Twelfth Parts, to the Use of

Indenture dated 21st January 1822.

of the said *Catharine Mary Croft*, her Heirs and Assigns for ever: And whereas the said *Thomas Blackborne Hildyard* married *Anne Catherine Whyte* on the Eighteenth Day of *May* One thousand eight hundred and fifteen: And whereas the said *Thomas Blackborne Hildyard* made his Will, dated the Twenty-eighth Day of *July* One thousand eight hundred and thirty, attested by Three Witnesses, and thereby devised all and every his Manors, Messuages, Farms, Lands, Hereditaments, and Real Estates unto his Brothers the said *Levett Edward Thoroton* and *Robert Thoroton*, their Heirs and Assigns, upon trust to sell such Real Estates in such Manner in every respect as his said Trustees or the Survivor of them should think fit, and to convey and assure the same to the Purchaser or Purchasers thereof, and he declared that the Receipts of his said Trustees or of the Survivor of them should be an effectual Discharge for the Monies to arise by such Sale or Sales, and should exonerate the Person or Persons paying the same from all Liability to see to the Application thereof; and the Testator died on the Thirtieth Day of *July* One thousand eight hundred and thirty, without having revoked or altered his said Will, leaving *Thomas Blackborne Thoroton Hildyard* his eldest Son and Heir him surviving, and his said Will was on the Thirty-first Day of *March* One thousand eight hundred and thirty-one proved by the said *Levett Edward Thoroton* and *Robert Thoroton*, the Executors thereof, in the Prerogative Court of the Archbishop of *York*: And whereas the said *Robert Thoroton* died in the Month of *May* One thousand eight hundred and thirty-eight: And whereas by an Indenture dated the First Day of *December* One thousand eight hundred and forty-nine, and made between the said *Levett Edward Thoroton* of the one Part, and the said *Elizabeth Thoroton* of the other Part, for the Considerations therein mentioned, the said *Levett Edward Thoroton*, as surviving Trustee of the said *Thomas Blackborne Hildyard*'s Will, granted and conveyed to the said *Elizabeth Thoroton*, as the Purchaser thereof, the One Twelfth Part or Share or other the Part or Share late of the said *Thomas Blackborne Hildyard* deceased of and in (*inter alia*) all and singular the Premises aforesaid, to hold the same unto and to the Use of the said *Elizabeth Thoroton*, her Heirs and Assigns for ever: And whereas the said *Levett Edward Thoroton* made his Will dated the Twenty-first Day of *July* One thousand eight hundred and thirty-eight, attested by Two Witnesses, and thereby devised all his Messuages, Lands, Tenements, Hereditaments, and Real Estate unto and to the Use of his Sister the said *Elizabeth Thoroton* and the said *James Croft*, their Heirs and Assigns, upon trust that they or the Survivor of them should, as soon as conveniently might be after his youngest or only surviving Son should attain the Age of Twenty-one Years, and all his Daughters or surviving Daughters should attain that Age or be married, sell the said Real Estate, and should stand possessed

Will of Thomas Blackborne Hildyard, dated 28th July 1830.

Indenture dated 1st December 1849.

Will of Levett Edward Thoroton, dated 21st July 1838.

possessed of the Monies to arise from such Sale or Sales, and the Rents and Profits of such Real Estate, until the same should be sold, in trust to pay and transfer the same unto and amongst his Child or all his Children living at the Time of his Decease, except his eldest Son *Thomas*, or any other Child being an eldest or only Son at his Decease entitled in possession to certain other Real Estates at *Sileby* in the County of *Leicester* under the Will of one *Mary Hutton* therein mentioned, equally to be divided between such Children if more than One, and if there should be but One such Child, except as aforesaid, then the whole to such only One, the Share or Shares of a Son or Sons respectively to be an absolute Interest at his or their Age or respective Ages of Twenty-one Years, and the Share or Shares of a Daughter or Daughters to be an absolute Interest at that Age, or on Marriage with the Consent of Guardians; and the Testator declared that the Receipts of his said Trustees, or of the Survivor of them, for any Sum of Money payable to them by virtue of that his Will, should be an effectual Discharge for the same; and the said Testator *Levett Edward Thoroton* thereby appointed the said *Elizabeth Thoroton* sole Executrix of that his Will and Guardian of his Children during their respective Minorities, and died on the Twenty-third Day of *December* One thousand eight hundred and fifty-one, without having revoked or altered his said Will, which was on the Twenty-seventh Day of *January* One thousand eight hundred and fifty-two proved by the said *Elizabeth Thoroton* in the Prerogative Court of the Archbishop of *York*, and on the Twenty-sixth Day of *February* in the same Year in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator *Levett Edward Thoroton* married *Caroline Sarah Grant* on the Sixth Day of *June* One thousand eight hundred and sixteen, and left by her the said *Thomas Thoroton* his eldest Son and Eight other Children, that is to say, *Caroline Ann Thoroton*, *Mary Thoroton*, *Charles Thoroton*, *Edward Thoroton*, *Elizabeth Thoroton*, *Levett Thoroton*, *Isabella Mary Thoroton*, and *Robert Grant Thoroton*, all of whom respectively are still living and have attained the Age of Twenty-one Years, and had no other Children except *Levett Alexander Thoroton*, another Child called *Robert Grant Thoroton*, and *Kingsmill James Thoroton*, each of whom died in Infancy: And whereas by Indentures of Lease and Release respectively dated the Second and Third Days of *August* One thousand eight hundred and twenty-four, the Release made between the said *Robert Thoroton*, then a Captain and Lieutenant-Colonel in the First or Grenadier Regiment of Foot Guards, of the First Part, *Sophia Catharine Burton* Spinster of the Second Part, and the said *Thomas Blackborne Hildyard* and Sir *Richard Sutton* Baronet of the Third Part, being a Settlement made in contemplation of the Marriage which was soon afterwards solemnized between the said *Robert Thoroton* and *Sophia Catharine Burton*, the One Twelfth

Settlement on the Marriage of Col. Robert Thoroton with Sophia Catherine Burton, dated 2d and 3d August 1824.

Part or other the Part (if any) of him the said *Robert Thoroton* of and in all the aforesaid Premises as described in the said recited Indenture of the Thirty-first Day of *May* One thousand eight hundred and seventeen, with the Appurtenances, but subject to the Life Estate therein of the said *Anne Thoroton*, was (*inter alia*) conveyed and assured unto the said *Thomas Blackborne Hildyard* and *Richard Sutton*, their Heirs and Assigns, to the Use of the said *Robert Thoroton*, his Heirs and Assigns, until the said Marriage, and after the Solemnization thereof to the Use of the said *Thomas Blackborne Hildyard* and *Richard Sutton*, their Heirs and Assigns, upon trust that they the said *Thomas Blackborne Hildyard* and *Richard Sutton*, or the Survivor of them, his Heirs or Assigns, should at any Time or Times, at the Request of the said *Robert Thoroton* and *Sophia Catharine Burton*, or the Survivor of them, testified by some Writing under their, his, or her Hands or Hand, and after the Death of such Survivor, then in the Discretion and of the sole Authority of the Trustees or Trustee for the Time being acting under the now reciting Indenture, and either alone or jointly and in concurrence with the Persons for the Time being seised and possessed of the other undivided Parts, absolutely sell the thereby granted and settled Twelfth Part of and in the Premises aforesaid, and should invest the Monies to arise from such Sale or Sales in manner therein mentioned, and should stand possessed of such Monies and the Investments thereof, and of the said One Twelfth Part and Premises, until the same should be sold, upon trust to pay the Interest, Rents, and Profits thereof respectively unto the said *Robert Thoroton* for his Life, and after his Decease unto the said *Sophia Catharine Burton* for her Life; and after the Decease of the Survivor of them the said *Robert Thoroton* and *Sophia Catharine Burton* it was declared that the said Trustees should stand possessed of all the said Trust Monies and Premises upon trust for the Children, Grandchildren, or other Issue of the said *Robert Thoroton* and *Sophia Catharine Burton*, or any One or more of them, subject to such Provisoes and generally in such Manner as the said *Robert Thoroton* and *Sophia Catharine Burton* should jointly in manner therein mentioned appoint, and in default of such joint Appointment, then as the Survivor of them the said *Robert Thoroton* and *Sophia Catharine Burton*, at any Time or Times after the Decease of the other of them, and as to the said *Sophia Catharine Burton*, notwithstanding her Coverture by any future Husband, by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be sealed and delivered by such Survivor in the Presence of One, Two, or more credible Witness or Witnesses, or by his or her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be respectively signed and published by such Survivor in the Presence of and to be attested by Two or more credible Witnesses, should appoint, and in default of and until such

last-

last-mentioned Appointment, and so far as any such should not extend, upon trust for the Child or all the Children of the said intended Marriage, equally to be divided between and among them, if more than One, as Tenants in Common, to be vested in such of them as should be a Son or Sons at the Time therein mentioned, and in such of them as should be a Daughter or Daughters at the Age of Twenty-one Years, or on Marriage, which should first happen, and to be payable as soon thereafter, and also after the Decease of the Survivor of them the said *Robert Thoroton* and *Sophia Catharine Burton*, as conveniently might be; and it was thereby declared, and the said *Sophia Catharine Burton* thereby agreed, that the Provisions thereby made for her should be accepted, and she did thereby accept the same in bar of her Dower, Thirds, and Freebench out of the said *Robert Thoroton*'s Freehold and Copyhold and Customary Hereditaments; and in the said Indenture of Settlement there is contained a Power authorizing the said *Robert Thoroton* and *Sophia Catharine Burton*, or the Survivor of them, by Deed executed in the Presence of One, Two, or more credible Witnesses, to appoint any Person or Persons to supply the Place of any Trustee dying, or being desirous of being discharged from the aforesaid Trust, going to reside beyond Sea, or refusing, declining, or becoming incapable to act in the said Trust before the same should be fully executed, and thereupon all the said Trust Estates should be conveyed to and vested in the said new Trustee or Trustees, either jointly with the surviving or continuing Trustee, or solely upon the Trusts of the said Indenture of Settlement: And whereas by Indentures of Lease, Appointment, and Release endorsed on the last-recited Indenture of Release and Settlement, and respectively dated the Twenty-third and Twenty-fourth Days of *October* One thousand eight hundred and thirty-seven, the Release made between the said *Robert Thoroton* and *Sophia Catharine* his Wife (formerly the said *Sophia Catharine Burton*) of the First Part, the said Sir *Richard Sutton* of the Second Part, and the said *Levett Edward Thoroton* and *Benjamin Burton* Esquire of the Third Part, after reciting the Death of the said *Thomas Blackborne Hildyard* herein-before recited, the said *Robert Thoroton* and *Sophia Catharine* his Wife, in exercise of a Power in that Behalf given to them by the said Indenture of Settlement of the Third Day of *August* One thousand eight hundred and twenty-four, appointed the said *Levett Edward Thoroton* and *Benjamin Burton* to be Trustees of such Settlement in the Place of the said *Thomas Blackborne Hildyard* deceased and Sir *Richard Sutton*, who thereupon retired from such Trusteeship; and by the same now reciting Indenture all the One Twelfth Part of the Premises aforesaid, and all other the Premises whatsoever comprised in the said recited Indenture of Settlement, were conveyed, assigned, and assured unto and to the Use of the said *Levett Edward Thoroton* and *Benjamin Burton*, their Heirs, Executors, Administrators, and Assigns,

Indentures dated 23d and 24th October 1837.

Assigns, according to the Natures of the Property, upon the Trusts and subject to the Powers and Provisions in such Settlement declared and contained: And whereas the said *Robert Thoroton* died in the Month of *May* One thousand eight hundred and thirty-eight, leaving the said *Sophia Catharine Thoroton* his Widow, and Two Children only by her, that is to say, *Anne Sophia Elizabeth Thoroton* and *Sophia Catharine Mary Thoroton*, him surviving, and the said joint Power of Appointment given by the said Indenture of Settlement of the Third Day of *August* One thousand eight hundred and twenty-four was never exercised: And whereas by an Indenture dated the Twenty-sixth Day of *August* One thousand eight hundred and fifty-four, also indorsed on the said recited Settlement of the Third Day of *August* One thousand eight hundred and twenty-four, and made between the said *Sophia Catharine Thoroton*, then the Widow of the said *Robert Thoroton*, of the First Part, *William Fitzwilliam Burton* Esquire of the Second Part, the said *William Fitzwilliam Burton* and *Benjamin Burton* the younger, therein described as *Benjamin Burton* of *Bennekerry* in the County of *Carlow* in *Ireland*, Esquire, of the Third Part, and *William Tidd Pratt* Esquire of the Fourth Part, after reciting the Death of the said *Levett Edward Thoroton* (herein-before recited), leaving the said *Benjamin Burton* firstly herein-before mentioned, his Co-Trustee under the said recited Settlement of the Third Day of *August* One thousand eight hundred and twenty-four, him surviving, and reciting that the said *Benjamin Burton* by his Will dated the Fifteenth Day of *December* One thousand eight hundred and forty-one, after certain specific Devises, none of which comprised any Part of the said Trust Property, gave and devised all the Residue and Remainder of his Real and Freehold Estates unto the said *William Fitzwilliam Burton*, his Heirs and Assigns, and that the said Testator died in the Month of *November* One thousand eight hundred and fifty-three without having revoked or altered his said Will, which was proved by the said *William Fitzwilliam Burton*, one of the Executors therein named, in the Prerogative Court of the Archbishop of *Canterbury* on the Eighth Day of *March* One thousand eight hundred and fifty-four, the said *Sophia Catharine Thoroton* having survived the said *Robert Thoroton* did, as such Survivor, in exercise of a Power in that Behalf contained in the said Indenture of Settlement of the Third Day of *August* One thousand eight hundred and twenty-four, appoint the said *William Fitzwilliam Burton* and *Benjamin Burton* the younger to be Trustees of such Settlement in the Place of the said *Levett Edward Thoroton* and *Benjamin Burton* respectively deceased, and all the One Twelfth Part by the same Indenture of Settlement settled of the Hereditaments in the same Indenture of Settlement first described, and all other the Hereditaments (if any) by the same Indenture of Settlement settled, were limited and assured to the Use of the said *William Fitzwilliam Burton* and *Benjamin Burton*,

Indenture dated 26th August 1854.

Burton, their Heirs and Assigns, upon the Trusts and with the Powers of the same Indenture of Settlement, and by means of the now reciting Indenture, and another Indenture bearing even Date therewith, and also indorsed upon the Settlement last aforesaid, and made between the said *William Tidd Pratt* of the one Part, and the said *William Fitzwilliam Burton* and *Benjamin Burton* the younger of the other Part, all the One Fifth Part by the said recited Indenture of Settlement settled of the Monies to arise from the Sale of the Third Part of the Hereditaments in the same Indenture of Settlement secondly described and herein-after referred to were assigned unto the said *William Fitzwilliam Burton* and *Benjamin Burton* the younger, their Executors, Administrators, and Assigns, upon the Trusts and subject to the Powers in such Settlement declared and contained; and the said *Benjamin Burton* the younger died on the Fifteenth Day of *February* One thousand eight hundred and fifty-six, leaving the said *William Fitzwilliam Burton* him surviving: And whereas by an Indenture dated the Seventeenth Day of *May* One thousand eight hundred and forty-seven, and made between the Reverend *Henry Bolton Power* Clerk of the First Part, the said *Sophia Catharine Thoroton* Widow and the said *Sophia Catharine Mary Thoroton* then an Infant of the Second Part, and the said *William Fitzwilliam Burton* and *Kingsmill Manley Power* a Captain in the Ninth Regiment of Lancers of the Third Part, being a Settlement made on the Marriage soon afterwards solemnized between the said *Henry Bolton Power* and *Sophia Catharine Mary Thoroton*, with the Consent of the said *Sophia Catharine Thoroton* her Mother and Guardian, she the said *Sophia Catharine Thoroton*, in exercise of her Power in that Behalf contained in the said Indenture of Settlement of the Third Day of *August* One thousand eight hundred and twenty-four, and hereinbefore recited, appointed that from and after her the said *Sophia Catharine Thoroton*'s Decease One equal Half Part or Share of and in the Moneys and Premises expressed to be settled by the lastly-mentioned Indenture should be held in trust for the said *Sophia Catharine Mary Thoroton* absolutely; and by the said Indenture now in recital it was agreed and declared, and the said *Henry Bolton Power* thereby covenanted with the said *William Fitzwilliam Burton* and *Kingsmill Manley Power*, that after the said then intended Marriage the Share and Premises thereby expressed to be appointed to the Use of the said *Sophia Catharine Mary Thoroton* as aforesaid, subject to the Life Interest of her said Mother therein, and other the Premises therein mentioned, should be transferred to and vested in and held by the said *William Fitzwilliam Burton* and *Kingsmill Manley Power*, and the Survivor of them, and other the Trustees or Trustee for the Time being of the now reciting Indenture, upon trust during the joint Lives of the said *Henry Bolton Power* and *Sophia Catharine Mary*

Settlement on the Marriage of Sophia Catharine Mary Thoroton with the Rev. H. B. Power, dated 17th May 1847.

Thoroton to pay the Interest and annual Proceeds of the said Trust Premises unto the said *Sophia Catharine Mary Thoroton*, and after the Decease of either of them the said *Henry Bolton Power* and *Sophia Catharine Mary Thoroton* upon trust during the Life of the Survivor to pay unto or authorize him or her, or his or her Assigns, to receive the same Interest and annual Proceeds when and as the same should become due and payable, and subject thereto upon such Trusts, for such Intents, and with, under, and subject to such Powers and Limitations, and in such Manner in all respects, as the said *Henry Bolton Power* and *Sophia Catharine Mary Thoroton* should in manner therein mentioned jointly appoint, and for Want of such joint Appointment, then as the Survivor of them the said *Henry Bolton Power* and *Sophia Catharine Mary Thoroton* by any Deed or Deeds, with or without Power of Revocation and new Appointment, to be sealed and delivered by him or her in the Presence of and attested by One Witness or more, or by his or her Will, or any Codicil or Codicils thereto, should alone at any Time or Times after the Decease of him or her first dying appoint, so only that every such joint and other Appointment be made in favour of a Child or Children of the said *Sophia Catharine Mary Thoroton* who should have attained the Age of Twenty-one Years, or who should marry under that Age, or of a Grandchild or Grandchildren of the said *Sophia Catharine Mary Thoroton*, and for Want of such Appointment, or so far as no such Appointment should extend, then upon trust for the Child, if only One, of the said *Sophia Catharine Mary Thoroton*, who, being a Son, should attain the Age of Twenty-one Years, with such Trusts and Powers for his Maintenance, Education, and Advancement as therein contained; and in default of such Child, then (but subject and without Prejudice to the Trusts and Powers aforesaid) if the said *Sophia Catharine Mary Thoroton* should die in the Lifetime of her said intended Husband, upon and for such Trusts, Intents, and Purposes, and in such Manner in all respects, as she the said *Sophia Catharine Mary Thoroton* should in manner therein mentioned appoint; and in default of such Appointment, upon trust for such Person or Persons as under or by virtue of the Statutes for the Distribution of Intestate's Effects should or would at the Time of the Decease of the said *Sophia Catharine Mary Thoroton* have been entitled to her Personal Estate in case she had died intestate without having been married, if more than One, in the same Manner as they would be entitled to such Personal Estate under the same Statutes: And whereas the said *Sophia Catharine Mary Power* formerly *Sophia Catharine Mary Thoroton* died in the Month of *May* One thousand eight hundred and forty-nine, in the Lifetime of her Husband the said *Henry Bolton Power*, leaving *Thoroton Manley Power* her only Child her surviving, without having exercised her lastly-recited Power of Appointment, nor

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was the said joint Power of Appointment contained in the lastly-recited Settlement ever exercised: And whereas the said *Kingsmill Evans* made his Will dated the Eighth Day of *July* One thousand eight hundred and forty-two, and thereby devised all his undivided One Twelfth Part or other Part of and in the Premises aforesaid, and all other his Freehold and Copyhold Hereditaments, unto and to the Use of his Wife the said *Anne Roosilia Elizabeth Evans* and the said *Kingsmill Manley Power*, their Heirs and Assigns, upon trust to pay the Rents and Profits thereof unto the said *Anne Roosilia Elizabeth Evans*, or to permit her to receive and enjoy the same for her Life, or so long as she should continue unmarried, and from and after her Decease or Marriage the said Twelfth Part of the said Premises to be upon trust for the said *Kingsmill Manley Power*, his Heirs and Assigns for ever; and the said Testator *Kingsmill Evans* died on the Sixteenth Day of *July* One thousand eight hundred and fifty-one, without having revoked or altered his said Will, which was on the Sixth Day of *September* in the same Year proved by the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power*, the Executrix and Executor thereof, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by an Indenture dated the Seventeenth Day of *April* One thousand eight hundred and fifty-five, and made between the said *Anne Roosilia Elizabeth Evans* of the First Part, the said *Kingsmill Manley Power* of the Second Part, and the said *Elizabeth Croft* and *Thomas Hutton Croft* of the Third Part, for the Considerations therein mentioned, the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power* granted and conveyed (*inter alia*) all that the undivided One Twelfth Part, or other the Part of them the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power*, or of either of them, of and in all and singular the Premises aforesaid, unto and to the Use of the said *Elizabeth Croft* and *Thomas Hutton Croft* (as the Purchasers thereof), their Heirs and Assigns, in equal Shares as Tenants in Common: And whereas by Indentures of Lease and Release respectively dated the First and Second Days of *October* One thousand eight hundred and thirty-nine, the Release made between *Charles Underwood* Doctor of Medicine and *Mary Isabella Underwood* his Wife (formerly the said *Mary Isabella Thoroton* Spinster) of the one Part, and the said *Levett Edward Thoroton* and the Reverend *Thomas Underwood* Clerk of the other Part, in pursuance of certain Articles of Agreement therein recited, dated the Twenty-first Day of *May* One thousand eight hundred and thirty-six, and made between the said *Charles Underwood* of the First Part, the said *Mary Isabella Underwood* then *Mary Isabella Thoroton* Spinster of the Second Part, and the said *Levett Edward Thoroton*, *Robert Thoroton*, and *Thomas Underwood* of the Third Part, the One Twelfth Part of her the said *Mary Isabella Underwood*, or of her and the said *Charles Underwood*, in her Right of and in the Premises aforesaid, was (*inter alia*)

Will of Kingsmill Evans, dated 8th July 1842.

Indenture dated 17th April, 1855.

Indenture dated 1st and 2d October 1839.

alia) conveyed and assured unto the said *Levett Edward Thoroton* and *Thomas Underwood*, and their Heirs, to the Use of the said *Levett Edward Thoroton* and *Thomas Underwood*, and their Heirs, during the joint Lives of the said *Charles Underwood* and *Mary Isabella* his Wife, upon trust to preserve contingent Remainders, and upon further Trust to pay and apply the Rents and Profits of the said Hereditaments unto such Person or Persons, and for such Intents and Purposes, as the said *Mary Isabella Underwood* should by Writing under her Hand appoint, but not so as to deprive herself of the Benefit thereof, and in default of such Appointment, into the proper Hands of the said *Mary Isabella Underwood* for her separate Use, and after the Decease of either of them the said *Charles Underwood* and *Mary Isabella Underwood*, to the Use of the Survivor, and his or her Assigns, for his or her Life, with Remainder to the Use of the said Trustees and their Heirs upon trust to preserve contingent Remainders, with Remainder to the Use of the Child or Children of the said *Charles Underwood* by the said *Mary Isabella Underwood* in manner therein mentioned, but in case there should be no such Child then to such Uses and for such Intents and Purposes as the said *Mary Isabella Underwood*, notwithstanding Coverture, and whether covert or sole, should at any Time or Times, by any Deed or Instrument in Writing, with or without Power of Revocation and new Appointment, attested by Two Witnesses, or by her Will, or any Codicil or Codicils thereto, appoint, and in default of and until such Appointment, and so far as any such should not extend, to the Use of the right Heirs of the said *Mary Isabella Underwood* for ever; and in the now reciting Indenture are contained Powers for the Trustees thereof during the joint Lives of the said *Charles Underwood* and *Mary Isabella* his Wife, or the Life of the Survivor of them, and after the Decease of such Survivor, in conjunction with the Person or Persons empowered to grant Leases of any other Share of the said Premises, or separate from such Persons, to grant Building or Improving Leases of any Part of the said Premises for any Term or Terms of Years not exceeding Ninety-nine Years, and also to lease any Parts of the said Premises for any Term not exceeding Twenty-one Years, either absolute or determinable on the Death of One, Two, or Three Lives, and also to grant Leases of the Mines and Minerals under the said Premises or any Part thereof, subject to the Restrictions and Provisoes in the now reciting Indenture declared, and also Power for the said Trustees or Trustee at any Time or Times, by the Direction of the said *Charles Underwood* and *Mary Isabella* his Wife, or the Survivor of them, (such Request to be made in Writing in the Presence of Two or more credible Witnesses,) to dispose of and convey, by way of absolute Sale or in Exchange, all or any Part of the thereby settled Premises, or to make Partition thereof, upon the Terms therein mentioned, and for the Purposes of any such Sale, Exchange, or Partition to revoke and make void all or

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any of the Uses, Trusts, Powers, and Provisoes therein contained, and to limit any other Uses, Trusts, Powers, and Provisoes as might be necessary, and to give or receive any Sum of Money by way of Equality of Partition; and it was thereby declared that the Monies to arise by any such Sale, Exchange, or Partition should be laid out in the Purchase of Freehold or Copyhold Hereditaments in *England* or *Wales*, with the Consent in Writing of the said *Mary Isabella Underwood*, and that the Lands so purchased should be assured to the same Uses and upon the same Trusts as were therein limited and declared of and concerning the Premises which should have been so sold: And whereas by an Indenture dated the Thirtieth Day of *October* One thousand eight hundred and thirty-nine, indorsed on the lastly-recited Indenture of Settlement, and made between the said *Charles Underwood* of the First Part, the said *Mary Isabella Underwood* of the Second Part, and the said *Levett Edward Thoroton* and *Thomas Underwood* of the Third Part, and acknowledged by the said *Mary Isabella Underwood* on the First Day of *November* One thousand eight hundred and thirty-nine, pursuant to the Statute for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, and executed by the said *Charles Underwood* and *Mary Isabella Underwood* respectively in the Presence of and attested by Two Witnesses, the said *Mary Isabella Underwood*, in exercise of her said recited Power in that Behalf contained in the said recited Indenture of Settlement, appointed that if there should be no Child of the said *Charles Underwood* by her the said *Mary Isabella Underwood*, then from and after the Decease of the Survivor of them the said *Charles Underwood* and *Mary Isabella Underwood* the said One Twelfth Part of the Premises aforesaid, and other the Estates and Premises comprised in the said Settlement, should remain and be to the Use of all and every or such One or more exclusively of the other or others of the several Persons therein-after specified, that is to say, the said *Levett Edward Thoroton*, the said *Anne Roosilia Elizabeth Evans*, the said *Elizabeth Thoroton*, the then existing and future Children of the said *Levett Edward Thoroton*, the Children of the said *Thomas Blackborne Hildyard*, and the Children of the said *Robert Thoroton*, in such Shares and Manner as she the said *Mary Isabella Underwood*, notwithstanding her then existing or any future Coverture, should by any Deed or Deeds, or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of and attested by Two or more credible Witnesses, or by her Will, or any Codicil or Codicils thereto to be by her duly executed, appoint, and in default of such Appointment, and so far as every or any such should not extend, to the Use of the right Heirs of her the said *Mary Isabella Underwood* for ever: And whereas by an Indenture dated the Twenty-second Day of

Indenture dated 30th October 1839.

Indenture dated 22d January 1846.

of *January* One thousand eight hundred and forty-six, also indorsed on the said lastly-recited Indenture of Settlement, and made between the said *Charles Underwood* and *Mary Isabella Underwood* of the First Part, the said *Levett Edward Thoroton* and *Thomas Underwood* of the Second Part, the said *Kingsmill Evans* of the Third Part, and *Charles Augustus Welby* Gentleman of the Fourth Part, they the said *Charles Underwood* and *Mary Isabella Underwood*, in exercise of a Power in that Behalf contained in the said lastly-recited Settlement, appointed the said *Kingsmill Evans* to be a Trustee of such Settlement jointly with the said *Levett Edward Thoroton* in the Place of the said *Thomas Underwood*, who resigned such Trusteeship, and all the several Settled Estates and Premises were thereby conveyed and assured unto the said *Charles Augustus Welby*, his Heirs and Assigns, to the Use of the said *Levett Edward Thoroton* and *Kingsmill Evans*, their Heirs and Assigns, upon the Trusts and with and subject to the Powers and Provisoes in the said Settlement declared and contained, so far as the same were then subsisting undetermined and capable of taking effect: And whereas by another Indenture dated the Eighth Day of *December* One thousand eight hundred and fifty-one, also indorsed on the said recited Indenture of Settlement, and made between the said *Charles Underwood* and *Mary Isabella Underwood* of the First Part, the said *Levett Edward Thoroton* of the Second Part, the said *Kingsmill Manley Power* of the Third Part, and *James Wood* Gentleman of the Fourth Part, after reciting the Death of the said *Kingsmill Evans* herein-before recited, the said *Charles Underwood* and *Mary Isabella Underwood*, in further Exercise of their said Power in that Behalf, appointed the said *Kingsmill Manley Power* to be a Trustee of the said lastly-recited Settlement jointly with the said *Levett Edward Thoroton* in place of the said *Kingsmill Evans* deceased, and all the said Settled Estates and Premises were thereby granted and assured or intended to be granted and assured unto the said *James Wood* and his Heirs, to the Use of the said *Levett Edward Thoroton* and *Kingsmill Manley Power*, their Heirs and Assigns, upon the Trusts and with and subject to the Powers and Provisoes in the said Settlement declared and contained, so far as the same were then subsisting undetermined and capable of taking effect, but the said reciting Indenture was never executed by the said *Levett Edward Thoroton*: And whereas by an Indenture dated the Fifth Day of *April* One thousand eight hundred and fifty-two, and made between the said *Charles Underwood* and *Mary Isabella Underwood* of the First Part, the said *Thomas Thoroton* the eldest Son and Heir of the said *Levett Edward Thoroton* deceased of the Second Part, and the said *Kingsmill Manley Power* and *Edward Thoroton* Esquire of the Third Part, after reciting the Will and Death of the said *Levett Edward Thoroton* herein-before respectively recited,

Indenture dated 8th December 1851.

Indenture dated 5th April 1852.

and

and that the said *Levett Edward Thoroton*'s Will was not effectual to pass Real Estates vested in him as a Trustee, the said *Charles Underwood* and *Mary Isabella Underwood*, in further Exercise of their said Power in that Behalf, appointed the said *Edward Thoroton* to be a Trustee of the lastly-recited Settlement jointly with the said *Kingsmill Manley Power* in the Place of the said *Levett Edward Thoroton* deceased, and the said *Thomas Thoroton* as Heir of the said *Levett Edward Thoroton* deceased thereby granted and assured all the said Settled Estates and Premises then vested in him unto and to the Use of the said *Edward Thoroton* and *Kingsmill Manley Power*, their Heirs and Assigns, upon the Trusts and with and subject to the Powers and Provisions in the said Settlement declared and contained, so far as the same were then subsisting undetermined and capable of taking effect, without Prejudice to the said Indenture of the Thirtieth Day of *October* One thousand eight hundred and thirty-nine: And whereas the said *Charles Underwood* died on or about the First Day of *July* One thousand eight hundred and fifty-two, leaving the said *Mary Isabella Underwood* his Widow him surviving, and there was never any Issue of their Marriage: And whereas the said *Anne Croft* made her Will, dated the First Day of *August* One thousand eight hundred and forty-five, attested by Two Witnesses, and thereby devised to her Sister the said *Elizabeth Croft* all the Testatrix's Real Estate whatsoever and wheresoever, including (*inter alia*) her One Twelfth Part of the Premises aforesaid, and died on or about the Twenty-fourth Day of *December* One thousand eight hundred and fifty-two, without having revoked or altered such Will, which was on the Ninth Day of *June* One thousand eight hundred and fifty-three proved in the Prerogative Court of the Archbishop of *York* by *James Pulleine* and *John Robert Mills* herein-after mentioned, the Executors thereof: And whereas by Indentures of Lease and Release respectively dated the First and Second Days of *August* One thousand eight hundred and thirty-two, and made between *Robert Wharton* Esquire of the First Part, the said *Catharine Mary Croft* of the Second Part, and the said *Stephen Croft* and *John Thomas Wharton* Esquire of the Third Part, being a Settlement made in contemplation of the Marriage which was shortly afterwards solemnized between the said *Catharine Mary Croft* and *Robert Wharton*, her the said *Catharine Mary Croft*'s One Twelfth Share of the Premises aforesaid was conveyed and assured unto the said *Stephen Croft* and *John Thomas Wharton*, their Heirs and Assigns, to the Use of her the said *Catharine Mary Croft*, her Heirs and Assigns, till the said Marriage, and after the Solemnization thereof to the Use of the said *Stephen Croft* and *John Thomas Wharton*, and their Heirs, during the joint Lives of the said *Robert Wharton* and *Catharine Mary Croft*, without Impeachment for Waste, in trust to preserve contingent Remainders, and also

Will of Anne Croft, dated 1st August 1845.

Indenture dated 1st and 2d August 1832.

also in trust to pay the Rents, Issues, and Profits thereof to and for such Persons and Purposes as the said *Catharine Mary Croft* should by Writing, but not by way of Anticipation, appoint, and in default of such Appointment, into her own Hands for her separate Use, and after the Decease of either of them the said *Robert Wharton* and *Catharine Mary Croft*, to the Use of the Survivor of them, and his or her Assigns, for his or her Life, without Impeachment for Waste, with Remainder to the Use of the said *Stephen Croft* and *John Thomas Wharton*, and their Heirs, during the Life of such Survivor, in trust to preserve contingent Remainders, with Remainder to the Use of all and every or such one or more exclusively of the other or others of the Children of the said *Robert Wharton* by the said *Catharine Mary Croft*, for such Estates and Shares, and in such Manner in all respects, as they the said *Robert Wharton* and *Catharine Mary Croft* should in manner therein mentioned jointly appoint, and in default of such joint Appointment, then as the Survivor of them should by any Deed or Deeds by him or her legally executed, with or without Power of Revocation and new Appointment, or by his or her Will or any Codicil or Codicils thereto, appoint, and in default of such Appointment, and so far as any such should not extend, to the Use of all and every the Children of the said *Robert Wharton* by the said *Catharine Mary Croft*, and the Heirs of their respective Bodies, in equal Shares as Tenants in Common, with cross Remainders, between and amongst such Children as Tenants in Common in Tail General, with Remainder (if the said *Catharine Mary Croft* should survive the said *Robert Wharton*) to the Use of her the said *Catharine Mary Croft*, her Heirs and Assigns for ever; and in the now reciting Indenture were contained Provisions for the Maintenance, Education, and Advancement of the said Children, and Power for the Trustees for the Time being, at the Request and by the Direction in Writing of the said *Robert Wharton* and *Catharine Mary Croft*, or the Survivor of them, to lease all or any Part of the said Settled Premises for any Term or Terms not exceeding Twenty-one Years, and to grant Mining Leases for any Term or Terms not exceeding Sixty Years, and to grant Building or Improving Leases for any Term or Terms not exceeding Ninety-nine Years, subject to the Restrictions therein contained, and also Power for the Trustees or Trustee for the Time being thereof, at such Request or by such Direction as aforesaid, testified by some Writing under Hand and Seal, to dispose of and convey, either by way of absolute Sale or in Exchange for or in lieu of other Lands or Hereditaments in the United Kingdom, all or any Part of the thereby Settled Hereditaments and Premises, and to apply the Moneys to arise from such Sale orSales in the Purchase of other Lands, Hereditaments, and Premises of Freehold or Copyhold Tenure, or Leasehold, for any Term whereof not less than Sixty Years should be unexpired in possession, such

Purchases

Purchases nevertheless to be made with the Consent in Writing of the said *Robert Wharton* and *Catharine Mary Croft*, or the Survivor of them, the Hereditaments and Premises so to be purchased or to be taken in Exchange as aforesaid to be settled and assured to, for, and upon the same Uses, Trusts, and Purposes, and with and subject to the same Powers and Provisoes, as were therein declared and contained of and concerning the Lands, Hereditaments, and Premises from the Sale or Exchange whereof the same should have arisen, so far as such Uses and Trusts should be subsisting and capable of taking effect: And whereas the said *Robert Wharton* died in the Year One thousand eight hundred and forty-nine, leaving the said *Catharine Mary Wharton* (formerly *Catharine Mary Croft*) his Widow, and Seven Children by her, that is to say, *Elizabeth Anne Wharton*, *Katharine Alice Wharton*, *Robert Wharton*, *Matilda Mary Wharton*, *William James Lloyd Wharton*, *Sarah Isabella Wharton*, and *Henry Wharton*, all of whom are still living, and the said joint Power of Appointment by the lastly-recited Indenture of Settlement given to the said *Robert Wharton* and *Catharine Mary Wharton* was never exercised: And whereas the said *Elizabeth Anne Wharton* and *Katharine Alice Wharton* have respectively attained the Age of Twenty-one Years, but the said *Robert Wharton*, *Matilda Mary Wharton*, *William James Lloyd Wharton*, *Sarah Isabella Wharton*, and *Henry Wharton* are respectively Infants, and by an Order of the High Court of Chancery, made by the Master of the Rolls at Chambers on the Ninth Day of *June* One thousand eight hundred and fifty-six, the said *Catharine Mary Wharton* was appointed Guardian of her said Five infant Children, for the Purpose of watching over their Interests in the Matter of this Act, and of assenting thereto on their Behalf if the same should be found to be beneficial to the said Infants: And whereas by an Indenture dated the Seventeenth Day of *April* One thousand eight hundred and fifty-five, and made between the said *Anne Roosilia Elizabeth Evans* of the First Part, the said *Kingsmill Manley Power* of the Second Part, and the said *Elizabeth Croft* and *Thomas Hutton Croft* of the Third Part, and entered on the Court Rolls of the Manor of *Bondgate* in *Darlington* on the Twenty-seventh Day of *April* One thousand eight hundred and fifty-five, pursuant to the Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance, after reciting Three several Surrenders respectively, dated the Twenty-second Day of *October* One thousand seven hundred and fifty-four, by *Lyonel Vane*, *Margaret Bowes*, *John Forbes* and *Lucy* his Wife, and *Alice Wanley*, of, firstly, Herbage for Thirty Beasts to pasture and depasture on *Whessoe Moor* from the Feast of the Invention of the Holy Cross to the Feast of *Saint Michael* the Archangel yearly; secondly, One Close called *Leazes* otherwise *Leazes Close*, and Three other Closes called *Capshaw Well Closes*, and One Close

Indenture dated 17th April 1855.

called *West Myers Close*, One Close called *Wester Horsley*, and also One Messuage called *Burtry House* with the Appurtenances, One Close called *Middle Field*, One other Close called *New Close*, One other Close called *Ox Close*, and One other Close called *West Field*; and, thirdly, One Close called *Well Leazes*, One Close called *Newton*, One Close called *Tearn*, and One other Close called *West Garth*, held of the Manor of *Bondgate* in *Darlington* in the said County of *Durham*, to the Use of *John Hutton*, of *Marske* in the County of *York*, Esquire, and his Sequels in Right, to have to the said *John Hutton* and his Sequels in Right, according to the Custom of the Court, by the Rents and Services therefore due and of right accustomed, and his Admittance thereupon, as to Five Sixth Parts thereof, upon such Trusts as the said last-mentioned *Margaret Bowes* should appoint by her Will, and in default of such Appointment in trust for the said *Margaret Bowes*, her Heirs, Sequels in Right, and Assigns for ever; and as to the remaining Sixth Part thereof, upon such Trusts as the said *Alice Wanley* should appoint by her Will, and in default of such Appointment upon trust for the said *Alice Wanley*, her Heirs, Sequels in Right, and Assigns for ever; and Three several Admittances respectively dated the Seventh Day of *August* One thousand seven hundred and seventy-three, whereby *John Hutton* of *Marske* aforesaid, the eldest Son and Heir of the before-mentioned *John Hutton* then deceased, was duly admitted Tenant of the said respective Premises comprised in the Three therein-before recited Surrenders, to hold to him and his Sequels in Right, according to the Custom of the Court of the Manor aforesaid, by the Rents and Services therefore due and of right accustomed; and reciting the Will of the said *Margaret Bowes*, dated the Twenty-fifth Day of *March* One thousand seven hundred and fifty-five, devising (in the Events which happened) her Five Sixth Parts of the same Premises to the said *Alice Wanley*, her Heirs and Assigns, and reciting the said Will of the said *Alice Wanley*, and the Death of *George Matthew Croft* therein called *George Moore Croft*, and of the said *Anne Croft* unmarried, and without having barred her Estate Tail in the said Copyhold Hereditaments and Premises, and that the said *Anne Roosilia Elizabeth Evans* had some Time previously agreed to convey and assure to the said *Kingsmill Manley Power* all her Share and Interest in the said Copyhold Hereditaments and Premises after her own Death, and that the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power* had agreed with the said *Elizabeth Croft* and *Thomas Hutton Croft* for the absolute Sale to them of all their the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power*'s Share or Interest of and in the Freehold and Copyhold Hereditaments and Premises devised by the lastly-mentioned Wills (which Sale, as to the said Share in such Part of the said Hereditaments and Premises as were Freehold of Inheri-

tance,

tance, was carried into effect by the herein-before recited Indenture of even Date with the now reciting Indenture), they the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power* did by the now reciting Indenture, for the Considerations therein mentioned, and by virtue of the last-mentioned Act, grant and assure unto the said *Elizabeth Croft* and *Thomas Hutton Croft*, and their Heirs, all that the One equal undivided Eleventh Part or Share, or other the Part, Share, or Proportion of them the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power*, and of each of them, in possession, reversion, remainder, or contingency, of and in the Copyhold Premises comprised in the said Three Surrenders and Admittances, and of and in the Allotments or Parcels of Ground which had been set out and allotted in respect of the said Rights of Pasturage, and all which Copyhold Premises then constituted the whole or Part of a Messuage, Farm, or Tenement, with the Lands thereunto belonging, containing by Admeasurement Two hundred and twenty-seven Acres Two Roods and Sixteen Perches, or thereabouts, situate at and called *Burtree House* in the Township of *Whessoe* and Parish of *Haughton-le-Skerne* in the said County of *Durham*, and of and in all other (if any) Copyhold or Customary Lands, Tenements, or Hereditaments in the Manor of *Bondgate* in *Darlington* aforesaid, and in the Township of *Crawcrook* and Parish of *Ryton* in the Manor of *Chester* in the said County of *Durham*, or elsewhere, late of the said Testatrixs *Margaret Bowes* and *Alice Wanley* or either of them, and devised by their said recited Wills or either of them, and of and in all Commons and Commonable Rights and other Rights and Appurtenances to the said Premises belonging or appertaining, to hold the said Part or Share unto the said *Elizabeth Croft* and *Thomas Hutton Croft*, and their respective Heirs and Assigns for ever, in equal Shares as Tenants in Common, free and absolutely discharged from the Estate Tail of the said *Anne Roosilia Elizabeth Evans* therein, and from all Estates, Charges, and Incumbrances whatsoever, to take effect after the Determination or in Defeasance of such Estate Tail, but subject to a proportionate Part of a certain Charge of Two thousand Pounds created by the Will of the said last-mentioned *Margaret Bowes*, and the Interest thereof, and also to a proportionate Part of the Customary Rents and Payments payable in respect of the same Premises respectively: And whereas by another Indenture bearing even Date with and made between the same Parties as the lastly-recited Indenture, and enrolled in the High Court of Chancery on the Twenty-first Day of *April* One thousand eight hundred and fifty-five, pursuant to the recited Act of the Twenty-fourth Year of *George* the Third, after reciting the Will and Death of the said *Alice Wanley* deceased, and other Things in the said lastly-recited Indenture and herein-before set forth, and (*inter alia*) the Death of *George Matthew Croft* therein called *George Moore Croft*, and of the said

Indenture dated 17th April 1855.

said *Anne Croft* unmarried, and without having barred her Estate Tail in such Portion of the Premises devised by the said *Alice Wanley*'s Will as was held by Leases for Lives, and also reciting the said Contract for Sale from the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power* to the said *Elizabeth Croft* and *Thomas Hutton Croft*, and that it had been agreed that the said purchased Share of such Portion of the said Premises as was held by Leases for Lives should be conveyed by the now reciting Indenture, they the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power* did, by the now reciting Indenture, for the Considerations therein mentioned, and by virtue of the Act last aforesaid, grant and assure unto the said *Elizabeth Croft* and *Thomas Hutton Croft*, and their Heirs, all that One equal undivided Eleventh Part or Share, or other the Part, Share, or Proportion of them the said *Anne Roosilia Elizabeth Evans* and *Kingsmill Manley Power*, and of each of them, in possession, reversion, remainder, or contingency, of and in all those several Closes or Parcels of Land or Ground therein particularly described, together with the Erections and Buildings standing thereon, situate in or near to *Archdeacon Newton* in the Parish of *Darlington* in the said County of *Durham*, and forming such Portions of the Lands and Premises comprised in an Agreement for Sale to *John Todd*, dated the Twelfth Day of *May* One thousand eight hundred and thirty, as had been included in the said herein-before recited Act of Parliament of the Twenty-fourth Year of the Reign of His Majesty King *George* the Third, with the Appurtenances, to have and to hold the said Part or Share thereby granted and conveyed of and in the Leasehold Hereditaments and Premises aforesaid, with the Appurtenances, unto the said *Elizabeth Croft* and *Thomas Hutton Croft* and their respective Heirs and Assigns, in equal Shares as Tenants in Common, for and during the Lives of the Cestuis qui vie named in the Two Leases of the Ninth Day of *March* One thousand eight hundred and twenty-seven respectively hereinafter recited, and the Life of the longest Liver of them respectively, free and absolutely discharged from all Estate or Estates Tail of her the said *Anne Roosilia Elizabeth Evans* therein, and from all Estates, Charges, and Incumbrances whatsoever, to take effect upon the Determination or in Defeasance of such Estate Tail, but subject to the Exceptions, Reservations, Covenants, and Provisoes, and to a proportionate Part of the Rents in the aforesaid Leases respectively reserved and contained, and by or on the Part of the Lessees or Assignees to be paid, observed, and performed respectively, and also subject to a Contract some Time theretofore entered into for the Sale of the aforesaid Leasehold Hereditaments and Premises:

Indenture dated 14th February 1856.

And whereas by an Indenture dated the Fourteenth Day of *February* One thousand eight hundred and fifty-six, and made between the said *Elizabeth Thoroton* of the First Part, the said *Thomas Blackborne Thoroton*

Thoroton Hildyard (the eldest Son and Heir in Tail of the said *Thomas Blackborne Hildyard*) of the Second Part, the said *Thomas Thoroton* (the eldest Son and Heir in Tail of the said *Levett Edward Thoroton*) of the Third Part, the said *Anne Sophia Elizabeth Thoroton* (one of the Coheirs in Tail of the said Colonel *Robert Thoroton* deceased) of the Fourth Part, the said *Mary Isabella Underwood* of the Fifth Part, the said *James Croft* of the Sixth Part, the said *Stephen Croft* of the Seventh Part, the said *Elizabeth Croft* of the Eighth Part, the said *Thomas Hutton Croft* of the Ninth Part, the said *Catharine Mary Wharton* of the Tenth Part, the said *Elizabeth Thoroton* and *James Croft* as Trustees of the said *Levett Edward Thoroton*'s Will of the Eleventh Part, and *Charles Griffith* and the said *Charles Augustus Welby* of the Twelfth Part, and entered on the Court Rolls of the Manor of *Bondgate* in *Darlington* aforesaid on the Fifth Day of *March* One thousand eight hundred and fifty-six pursuant to the last-mentioned Act, after reciting the several Surrenders and Admittances herein-before mentioned, and also reciting the respective Wills and Deaths of the said *Margaret Bowes* and *Alice Wanley*, and that the said *George Matthew Croft* therein called *George Moore Croft*, and *Anne Croft* Spinster, the Two Children of the said *Elizabeth* and *Robert Croft*, who had died after attaining the Age of Twenty-one Years, had not barred their respective Estates Tail in their Shares of such Parts of the Lands and Hereditaments devised by the Will of the said Testatrix *Alice Wanley* as were Copyhold or Leasehold for Lives, and also reciting that the said *Thomas Blackborne Thoroton Hildyard* had sometime previously agreed with the said *Eliazbeth Thoroton* for the Sale to her of his Share and Interest as Tenant in Tail as aforesaid of and in the said Copyholds and Leaseholds for Lives respectively, subject to all Charges and Contracts for Sale affecting the same, and also reciting the said *Levett Edward Thoroton*'s Will and Death, herein-before respectively recited, and reciting that the said *Levett Edward Thoroton* died seised for an Estate in Fee Simple in possession not only of Estates at *Rowley* aforesaid, but also of certain Parts or Shares of various Freehold Estates in the Counties of *Durham* and *Northumberland*, and was at the Time of his Decease under the Impression that the Share to which he was entitled in the said Copyholds and Leaseholds for Lives herein-before referred to would pass by his said Will for the Benefit of his younger Children to the Exclusion of the said *Thomas Thoroton* his eldest Son, and reciting that all the said *Levett Edward Thoroton*'s Children had attained the Age of Twenty-one Years, but that no Sale or Disposition had been made by his said Trustees of the Parts or Shares of or to which he had been seised or entitled for an Estate of Inheritance in Fee Simple in possession in the said Freehold Estates in the said Counties of *Durham* and *Northumberland*, and reciting that the said

The Thoroton and Croft Estate Act, 1856.

Thomas Thoroton, who was then possessed of an Estate at *Sileby* in such Will mentioned, being fully satisfied of the Wishes and Intentions of the said *Levett Edward Thoroton* his late Father, deceased, and being desirous of carrying out the same, had proposed and agreed to make such Grant and Assurance as therein-after contained of the Part or Share, Parts or Shares, then vested in him as Tenant in Tail of and in the said Copyholds therein-before referred to, with the view of barring such Entail, and of limiting and assuring the same Part or Share, Parts or Shares, unto the said *Elizabeth Thoroton* and *James Croft*, their Heirs and Assigns, upon the Trusts and for the Purposes of the therein-before recited Will of the said *Levett Edward Thoroton*, and also reciting that the said *Elizabeth Thoroton*, *Anne Sophia Elizabeth Thoroton*, *Mary Isabella Underwood*, *James Croft*, *Stephen Croft*, *Thomas Hutton Croft*, and *Catharine Mary Wharton* respectively were desirous of barring the Entail in their respective Parts or Shares of and in the said Copyhold Hereditaments and Premises, and of limiting the same in manner herein-after mentioned, they the several Persons Parties to the now reciting Indenture from the First to the Tenth Parts both inclusive, for the Considerations therein mentioned, by the same Indenture, and by virtue of the Act last aforesaid, granted and assured unto the said *Charles Griffith* and *Charles Augustus Welby*, and their Heirs, all those the respective undivided Parts or Shares which they the same several Persons respectively were possessed of or entitled to for any Estate Tail in possession, reversion, remainder, or contingency of and in all and singular the Copyhold or Customary Rights of Common, Lands, Messuage, and Hereditaments comprised in the said recited Surrenders and Admittances respectively, and described in the said secondly herein-before recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and fifty-five, and of and in all other (if any) Copyhold or Customary Lands, Tenements, or Hereditaments in the said Manor of *Bondgate* in *Darlington* and in the Township of *Crawcrook*, or elsewhere, then late of the said *Margaret Bowes* and *Alice Wanley* or either of them, and devised by their said recited Wills or either of them, to hold the said respective Parts or Shares thereby conveyed unto the said *Charles Griffith* and *Charles Augustus Welby*, their Heirs and Assigns, free and absolutely discharged from all Estates Tail of them the said conveying Parties or any of them therein, and from all Estates, Charges, and Incumbrances whatsoever, to take effect after the Determination or in Defeasance of such Estates Tail respectively, but subject to a proportionate Part of the said Charge or Mortgage for Two thousand Pounds created by the Will of the said *Margaret Bowes*, and the Interest thereof, and also subject to a proportionate Part of the Customary Rents and Payments payable in respect of the same Premises respectively; nevertheless, as to the undivided Parts

or

or Shares of each of them the said *Elizabeth Thoroton* and *Thomas Blackborne Thoroton Hildyard* respectively intended to be thereby assured, upon trust for the said *Elizabeth Thoroton*, her Heirs and Assigns for ever; and as to the said Part or Share of the said *Thomas Thoroton* intended to be thereby assured, upon trust for the said *Elizabeth Thoroton* and *James Croft*, their Heirs and Assigns, to be held by them upon the Trusts, and with and subject to the Powers and Provisoes in the said recited Will of the said *Levett Edward Thoroton* deceased declared and contained of and concerning the Real Estates thereby devised; and as to the Part or Share of each of them the said *Anne Sophia Elizabeth Thoroton*, *Mary Isabella Underwood*, *James Croft*, *Stephen Croft*, *Elizabeth Croft*, *Thomas Hutton Croft*, and *Catharine Mary Wharton* respectively intended to be thereby assured, upon trust for him or her, or his or her Heirs and Assigns for ever: And whereas by another Indenture, bearing even Date with and made between the same Parties as the last-mentioned Indenture, and enrolled in the High Court of Chancery on the Twenty-eighth Day of *February* One thousand eight hundred and fifty-six, pursuant to the Act last aforesaid, after reciting the Will and Death of the said *Alice Wanley* deceased, and other Things in the lastly-recited Indenture and herein-before recited, the said several Persons Parties to the now reciting Indenture from the First to the Tenth Parts both inclusive, for the Considerations therein mentioned, and by virtue of the same last-mentioned Act, granted and assured unto the said *Charles Griffith* and *Charles Augustus Welby*, and their Heirs, all those the respective undivided Parts, Shares, or Proportions which they the same several Persons respectively were then possessed of or entitled to for any Estate Tail in possession, reversion, remainder, or contingency of and in all and singular the Lands, Hereditaments, and Premises held by Leases for Lives, and described in the lastly herein-before recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and fifty-five, and of and in all other (if any) the Messuages, Lands, Hereditaments, and Premises late of the said *Alice Wanley* deceased, and held by Leases for Lives, in the said County of *Durham*, with the Appurtenances, to have and to hold the said Parts or Shares unto the said *Charles Griffith* and *Charles Augustus Welby*, their Heirs and Assigns, for and during the Lives of the Cestuis qui vie named in the said respective Leases of the Ninth Day of *March* One thousand eight hundred and twenty-seven, and the Life of the longest Liver of them respectively, free and absolutely discharged from all Estates Tail of the said conveying Parties or of any of them therein, and from all Estates, Charges, and Incumbrances whatsoever to take effect after the Determination or in Defeasance of such Estates Tail respectively, but subject to the Exceptions, Reservations, Covenants, and Provisoes, and to a proportionate Part of the

Indenture dated 14th February 1856.

Rents

Rents in and by the aforesaid Leases respectively reserved and contained, and by or on the Part of the Lessees or Assignees respectively to be paid, observed, and performed respectively, and also subject to a Contract sometime theretofore entered into for Sale of the aforesaid Leasehold Hereditaments and Premises, or any Part thereof; nevertheless, as to the Parts or Shares of either of them the said *Elizabeth Thoroton* and *Thomas Blackborne Thoroton Hildyard* respectively intended to be thereby assured, upon trust for the said *Elizabeth Thoroton*, her Heirs and Assigns; and as to the said Part or Share of the said *Thomas Thoroton* intended to be thereby assured, upon trust for the said *Elizabeth Thoroton* and *James Croft*, their Heirs and Assigns, to be held by them upon the Trusts and with and subject to the Powers and Provisoes in the said recited Will of the said *Levett Edward Thoroton* deceased declared and contained of and concerning the Real Estates thereby devised; and as to the Part or Share of each of them the said *Anne Sophia Elizabeth Thoroton*, *Mary Isabella Underwood*, *James Croft*, *Stephen Croft*, *Elizabeth Croft*, *Thomas Hutton Croft*, and *Catharine Mary Wharton* respectively intended to be thereby assured, upon trust for him or her, and his or her Heirs and Assigns: And whereas by Indentures of Lease and Release respectively dated the Eleventh and Twelfth Days of *February* One thousand eight hundred and thirty-five, the Indenture of Release made between *John Croft Brooke* and *Sextus Ramsey* of the First Part, *Ann Wright*, *Elizabeth Wright*, *Robert Parker Boyd*, and *Sarah Anne Elizabeth* his Wife, of the Second Part, *Elizabeth Croft* Widow of the Third Part, and the Reverend *Stephen Croft* and *John Thomas Wharton* of the Fourth Part, Two Sums of One thousand Pounds each, thereby appearing to be secured by way of Mortgage upon the Hereditaments thereby conveyed and assured, were assigned to the said *Stephen Croft* and *John Thomas Wharton*, and Part of the Lands at *Cowpen* devised by the said Will of the said *Alice Wanley*, and in the now reciting Indenture described as all that Messuage, Tenement, or Farmhold, and all Lands, Grounds, and Hereditaments thereunto belonging and then enjoyed therewith, situate at *Cowpen* in the Parish of *Woodhorn* in the said County of *Northumberland*, and then in the Occupation of *Joseph Ramsey* and *George Dale* as Tenants or Farmers thereof, with the Appurtenances, were conveyed and assured unto and to the Use of the said *Stephen Croft* and *John Thomas Wharton*, their Heirs and Assigns, subject to Redemption as therein expressed: And whereas by an Indenture dated the Second Day of *June* One thousand eight hundred and forty-eight, and made between the said *Levett Edward Thoroton* (since deceased), the said *Kingsmill Evans* (since deceased), the said *Elizabeth Thoroton*, the said *James Croft*, the said *Anne Croft*, the said *Stephen Croft*, the said *Thomas Hutton Croft*, and the said *Elizabeth Croft* Spinster, of

Indentures dated 11th and 12th February 1835.

Indenture dated 2d June 1848.

of the First Part, the said *Levett Edward Thoroton* as the then surviving Trustee under the Will of the said *Thomas Blackborne Hildyard* of the Second Part, the said *Levett Edward Thoroton* and *Benjamin Burton* as Trustees of the said *Robert Thoroton*'s Marriage Settlement of the Third Part, the said *Levett Edward Thoroton* and *Kingsmill Evans* as Trustees of the Marriage Settlement of the said *Mary Isabella Underwood* of the Fourth Part, the said *Stephen Croft* and *John Thomas Wharton* as Mortgagees of the lastly-mentioned Mortgage Debt of Two thousand Pounds of the Fifth Part, and the said *Levett Edward Thoroton* and *James Croft* of the Sixth Part, for the Considerations therein mentioned, the said Parties thereto of the First Part, as to the respective Twelfth Parts or Shares vested in them in their own Right, and beneficially and not further or otherwise appointed and granted, and the said *Stephen Croft* and *John Thomas Wharton*, so as to convey the legal Estate vested in them as such Mortgagees as aforesaid in Parts of the Hereditaments comprised in certain Leases specified in the Schedule thereunder written, but not further or otherwise, bargained, sold, and released unto the said *Levett Edward Thoroton* and *James Croft*, and their Heirs, all the Messuages, Lands, Hereditaments, and other the Premises comprised in the Schedule thereunder written, consisting of Parts of the said Lands and Hereditaments at *Cowpen* herein-before mentioned, and of which several Leases had been granted pursuant to the said recited Act of Parliament passed in the Year One thousand seven hundred and eighty-four, with a perpetual Right of Renewal in the Lessees, and their respective Executors, Administrators, and Assigns, (but excepting and reserving out of the now reciting Indenture all Mines, Quarries, and Beds of Coal, Stone, Clay, Sand, and Minerals of all Descriptions within or under the Premises expressed to be thereby granted and released,) with full and exclusive Authority to sink for and to dig, win, work, get up, and carry away the same in, out of, and from the said Premises, with free Ingress, Egress and Regress, Wayleave and Passage into, out of, and through any Part of the said Premises, as well on the Surface as under Ground, by means of Outstrokes or other Communications to or from any Part of the same Premises, or any other Lands whatsoever, whether on Foot or on Horseback, or with Carts or other Carriages, with full and exclusive Authority to make, grant, and use any Railway or Railways or any other Way or Ways upon or across the said Premises for the Purposes aforesaid, or for any other Purposes, and to construct such Machinery, Buildings, and Erections on any Part of the said Premises as should be necessary or convenient for working the said Mines, Quarries, Beds of Coal, Stone, Clay, Sand, and Minerals, or for making Bricks and Tiles upon the said Premises, whether for Sale or otherwise, and also with all necessary or con-

venient Ways, Passages, Conveniences, Privileges, and Powers whatsoever for or in relation to the Purposes of the now reciting Exception or any of them, and also save and excepting all Rights, Power, and Privileges granted or intended to be granted to Sir *Matthew White Ridley*, of *Blagdon* in the said County of *Northumberland*, Baronet, his Executors, Administrators, and Assigns, under or by virtue of a certain Indenture of Lease of *Coupen* Colliery bearing Date the Twenty-seventh Day of *August* One thousand eight hundred and Thirty-six, and made between *Elizabeth Croft* of *Tunbridge Wells* in the County of *Kent*, Widow of the said *Robert Croft* deceased, of the one Part, and the said Sir *Matthew White Ridley* of the other Part; provided always, that the Person or Persons entitled for the Time being to the Rights and Powers so excepted as aforesaid, or his or their Lessees or Tenants, should at all Times thereafter make reasonable Compensation for Spoil of Ground and Destruction of Buildings to be thereby occasioned, such Compensation to be determined by the Adjudication of Two indifferent Persons, one to be chosen by each of the Parties, to hold the said Messuages, Lands, Hereditaments, and Premises, with the Appurtenances, subject to the said Leases respectively, but free and discharged from the said Mortgage Debt of Two thousand Pounds and Interest, unto the said *Levett Edward Thoroton* and *James Croft*, and their Heirs, to the Uses following; (that is to say,) as to and concerning the Eight undivided Twelfth Parts or Shares of the said Persons Parties thereto of the First Part respectively, to the Use of the said *Levett Edward Thoroton* and *James Croft*, their Heirs and Assigns, upon the Trusts and for the Purposes therein and herein-after mentioned; and as to and concerning One other Twelfth Part thereof, to the Use of the said *Levett Edward Thoroton*, his Heirs and Assigns, as the surviving Trustee under the Will of the said *Thomas Blackborne Hildyard* deceased; as to One other Twelfth Part thereof, to the Use of the said *Levett Edward Thoroton* and *Benjamin Burton*, their Heirs and Assigns, as Trustees of the said *Robert Thoroton*'s Marriage Settlement; as to One other Twelfth Part thereof, to the Use of the said *Levett Edward Thoroton* and *Kingsmill Evans*, their Heirs and Assigns, as Trustees of the said *Mary Isabella Underwood*'s Marriage Settlement; and as to the remaining Twelfth Part thereof, to the Use of the said *Stephen Croft* and *John Thomas Wharton*, their Heirs and Assigns, as Trustees of the said *Catharine Mary Wharton*'s Marriage Settlement; and it was thereby agreed and declared that the said *Levett Edward Thoroton* and *James Croft*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the now reciting Indenture, should have full Power, without any further Authority or Consent of or from the said Parties thereto of the First Part, or any of them, or their respective Heirs or Assigns, as well to

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renew the said Leases comprised in the said Schedule or any of them, or any renewed Lease under and pursuant to the said recited Act, to the Extent of the Eight Twelfth Parts of and in the said Hereditaments and Premises thereby granted and conveyed, as also either before or after the said renewed Leases respectively, or any renewed Lease, to sell the said Eight Twelfth Parts, or any of them, in manner and with the Powers therein mentioned, and also with Power to give a sufficient Receipt or Discharge for the Purchase Moneys; and it was thereby further declared that the Moneys to arise by any such Sale or Sales as aforesaid should, after Payment of the Costs, Charges, and Expenses of performing and executing the Trusts and Powers in the now reciting Indenture contained, be held in trust for the said Eight Persons Parties thereto of the First Part, in equal Shares as Tenants in Common, and their respective Executors, Administrators, and Assigns: And whereas the Farms and Lands devised by the Will of the said *Alice Wanley* deceased, and other the Lands intended to be comprised in this Act, with the Contents thereof respectively, are set forth in the Schedule to this Act annexed, and the Excess of the Contents of the Farms called *Thornton*, *Barmpton*, *Brook House*, *Gilley Flatt*, and *Stoney Flatt* respectively, as stated in the Fourth Column of the said Schedule, over the Contents of the same respective Farms as stated in the Third Column thereof, together with the Messuages and Lands called *Ulnaby* and *Aislaby* respectively in such Schedule, comprise Property whereof *George Wanley Bowes* was seised or possessed for an Estate in Fee Simple, and which Property is herein-after called "the said Unentailed Estates;" but the Lands constituting such Excess of Contents respectively cannot now be identified or distinguished from the other Lands comprised in the said respective Farms herein-before mentioned and devised by the Will of the said *Alice Wanley* deceased: And whereas on the Death of the said *George Wanley Bowes*, on the Twenty-fourth Day of *February* One thousand seven hundred and seventy-two, intestate, the said Unentailed Estates descended to his Three Daughters and Coheiresses the said *Margaret Bowes*, *Anne Bowes*, afterwards the Wife of Colonel *Thomas Thoroton*, and *Elizabeth Bowes*, afterwards the Wife of the Reverend *Robert Croft*: And whereas by a Fine duly levied in the Court of Pleas at *Durham* on the First Day of *April* in the Twenty-eighth Year of the Reign of His Majesty King *George* the Third, and in the Year of our Lord One thousand seven hundred and eighty-nine, between *Stephen Croft* and *Timothy Mortimer* Plaintiffs, and the said *Thomas Thoroton* and *Anne* his Wife, *Robert Croft* and *Elizabeth* his Wife, Deforceants, and by an Indenture to declare the Uses of such Fine, dated the Fourteenth Day of *April* One thousand seven hundred and eighty-nine, and made between the said *Thomas Thoroton* and *Anne* his Wife

Fine levied 1st April 1789, and Indenture dated 14th April 1789 (28 G. 3.)

Wife of the First Part, the said *Robert Croft* and *Elizabeth* his Wife of the Second Part, the lastly-mentioned *Stephen Croft* of the Third Part, and *Robert Scott* Gentleman of the Fourth Part, the said *Anne Thoroton*'s One Third Share of the said Unentailed Estate was limited and assured to such Uses, subject to such Trusts, and in such Manner as the said *Thomas Thoroton* by any Deed, sealed and delivered, and attested by Two or more credible Witnesses, with or without Power of Revocation, or by his Will, signed and declared in the Presence of Three or more Witnesses, should appoint, and in default of such Appointment to the Use of the said *Thomas Thoroton* and *Robert Scott*, and the Heirs of the said *Robert Scott* during the Life of the said *Thomas Thoroton*, but as to the Estate of the said *Robert Scott* in trust for the said *Thomas Thoroton*, his Heirs and Assigns, and from and after the Decease of the said *Thomas Thoroton* to the Use of his Heirs and Assigns for ever; and by the same Fine and Indenture the One Third Part or Share of the said *Elizabeth Croft* in the said Unentailed Estates was limited and assured to such Uses and subject to such Trusts and in such Manner as the said *Robert Croft* by any Deed, sealed and delivered, and attested by Two or more credible Witnesses, with or without Power of Revocation, or by his Will, signed and declared in the Presence of Three or more Witnesses, should appoint, and in default of such Appointment, to the Use of the said *Robert Croft* and *Robert Scott*, and the Heirs of the said *Robert Scott* during the Life of the said *Robert Croft*, but as to the Estate of the said *Robert Scott* in trust for the said *Robert Croft* and his Assigns, and from and after the Decease of the said *Robert Croft* to the Use of his Heirs and Assigns for ever: And whereas the said *Thomas Thoroton* made his Will, dated the Twentieth Day of *June* One thousand seven hundred and ninety-five, attested by Three Witnesses, and thereby gave and devised all his Right, Title, Interest, and Estate of and in the said Unentailed Estates unto the Reverend *John Thoroton* Rector of *Bottesford* in the County of *Leicester*, and *Thomas Manners Sutton*, of *Lincoln's Inn* in the County of *Middlesex*, Esquire, and their Heirs, in trust for his said Wife *Anne Thoroton* during her Life, and after her Decease in trust that the said Trustees, or the Survivor of them or his Heirs, should as soon as conveniently might be sell the same, and after discharging all Expenses, in trust to pay and distribute the Produce of such Sale to and amongst all his younger Children living at his Decease in equal Shares, as to Sons at their respective Ages of Twenty-one Years, and as to Daughters at that Age or on Marriage; and the Testator died on or about the Thirteenth Day of *November* One thousand eight hundred and thirteen, without having revoked or altered his said recited Will, and without having made any Appointment by Deed of his Share of the said Unentailed Estates, and the said *Anne Thoroton*, the

Will of Colonel Thomas Thoroton, dated 20th June 1795.

the sole Executrix in such Will named, having renounced Probate thereof, Letters of Administration, with the said Will annexed, were on the Tenth Day of *June* One thousand eight hundred and fifteen granted by the Prerogative Court of the Archbishop of *York* to the said *Thomas Blackborne Thoroton*, afterwards *Thomas Blackborne Hildyard*, the Testator's eldest Son and Heir: And whereas the said *John Thoroton*, one of the Trustees of the said *Thomas Thoroton*'s Will, died in the Month of *December* One thousand eight hundred and twenty, leaving the said *Thomas Manners Sutton*, who after the Date of the said Will was created Baron *Manners*, his Co-Trustee, him surviving, and the said Baron *Manners* died in the Year One thousand eight hundred and forty-two, having by his Will, dated the Thirtieth Day of *March* One thousand eight hundred and thirty-five, devised all Estates vested in him upon any Trusts unto Lord *Charles Somerset Manners* therein called Lord *Charles Manners* and the Reverend *Thomas Manners Sutton*, their Heirs and Assigns, and on the Twentieth Day of July One thousand eight hundred and forty-two his said Will was proved by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas the said Lord *Charles Somerset Manners* survived the said Reverend *Thomas Manners Sutton*, and died in the Month of *May* One thousand eight hundred and fifty-five intestate as to Real Estates vested in him as a Trustee, leaving the Most Noble *John Henry* Duke of *Rutland* his eldest Brother and Heir-at-Law: And whereas the said Testator *Thomas Thoroton* left Five younger Children him surviving, (that is to say,) the said *Levett Edward Thoroton*, the said *Robert Thoroton*, the said *Anne Roosilia Elizabeth Evans*, the said *Elizabeth Thoroton*, and the said *Mary Isabella Underwood*: And whereas the said *Levett Edward Thoroton*, by his Will herein-before recited, bequeathed all his Money and other Personal Estate, including his One Fifth Share of the Monies to arise from the Sale directed by the Will of his late Father *Thomas Thoroton*, unto his Sister and sole Executrix the said *Elizabeth Thoroton*, her Executors, Administrators, and Assigns, upon trust to pay all his Debts and Funeral and Testamentary Expenses, and a Legacy of Two hundred Pounds thereby given to his eldest Son *Thomas Thoroton*, and to invest the Surplus of such Personal Estate in manner therein mentioned, and to divide the same equally between his younger Children, the Shares of Sons to be vested at the Age of Twenty-one Years, and of Daughters at that Age or on Marriage: And whereas the said *Robert Thoroton*'s One Fifth Share of the Monies to arise from the Sale under the said *Thomas Thoroton*'s Will was, by his Marriage Settlement of the Third Day of *August* One thousand eight hundred and twenty-four herein-before recited, assigned to the said *Thomas Blackborne Hildyard* and Sir *Richard Sutton*, their Executors, Administrators, and Assigns, upon the Trusts therein mentioned

and herein-before recited of and concerning the Monies to arise from the Sale of the said *Robert Thoroton*'s One Twelfth Part of the Estates firstly herein-before mentioned, and one Moiety of the Monies to arise from the Sale of such lastly-mentioned One Fifth Share is now vested in the said *William Fitzwilliam Burton* as surviving Trustee of the said Settlement, and the other Moiety thereof was included in the said recited Settlement of the Seventeenth Day of *May* One thousand eight hundred and forty-seven, made on the Marriage of the said *Sophia Catharine Mary Thoroton* with the said *Henry Bolton Power*, and such lastly-mentioned Moiety is now vested in the said *William Fitzwilliam Burton* and *Kingsmill Manley Power* as Trustees of such last-mentioned Settlement, upon the Trusts therein declared and herein-before recited of and concerning the other Monies thereby settled, subject to the Life Interest therein of the said *Sophia Catharine Thoroton* Widow of the said *Robert Thoroton* under his said recited Marriage Settlement: And whereas by the first herein-before recited Indenture of the Seventeenth Day of *April* One thousand eight hundred and fifty-five the said *Anne Roosilia Elizabeth Evans*' One Fifth Share of and in the Monies to arise from the Sale under the said *Thomas Thoroton*'s Will was assigned to the said *Elizabeth Croft* and *Thomas Hutton Croft*, their respective Executors, Administrators, and Assigns, as Tenants in Common: And whereas the said *Mary Isabella Underwood*'s One Fifth Share in the Monies to arise from the Sale under the said *Thomas Thoroton*'s Will was by her said Marriage Settlement of the Second Day of *October* One thousand eight hundred and thirty-nine herein-before recited assigned to the said *Levett Edward Thoroton* and *Thomas Underwood*, their Executors, Administrators, and Assigns, upon such Trusts as the said *Mary Isabella Underwood* alone, during the joint Lives of herself and the said *Charles Underwood*, by any Deed, sealed and delivered by her in the Presence of and attested by Two or more credible Witnesses, should appoint, and in default of and until such Appointment, and so far as any such should not extend, upon trust to call in and invest the said Share of the said Monies in manner therein mentioned (but with the Consent of the said *Mary Isabella Underwood* during her Life), and to stand possessed of such Monies so called in, and the Investments thereof, upon trust for the separate Use of the said *Mary Isabella Underwood* as therein mentioned during the joint Lives of herself and the said *Charles Underwood*, and after the Decease of either of them upon trust to pay the annual Income thereof unto or to permit the same to be received by the Survivor of them, and his or her Assigns, for his or her Life, and after the Decease of such Survivor upon trust for the Child or Children of the said *Charles Underwood* by the said *Mary Isabella* his Wife, and if there should be no such Child then upon such Trusts as

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the said *Mary Isabella Underwood*, whether covert or sole, should by Deed or Will appoint, and in default of such Appointment, and whether the said *Mary Isabella Underwood* should or should not survive the said *Charles Underwood*, in trust for the Person or Persons who at the Decease of the said *Mary Isabella Underwood* would have been entitled to her Personal Estate under the Statute for Distribution of the Personal Estate of Intestates in case she had died unmarried and intestate: And whereas by the said recited Indenture of the Thirtieth Day of *October* One thousand eight hundred and thirty-nine the said *Mary Isabella Underwood* appointed that after the Decease of herself and her said Husband, and in default or on failure of their Children, the lastly-mentioned Fifth Part or Share of the Monies aforesaid should be held upon trust for all and every or such One or more of them the said *Levett Edward Thoroton*, *Anne Roosilia Elizabeth Evans*, *Elizabeth Thoroton*, and the Children of the said *Levett Edward Thoroton*, *Thomas Blackborne Hildyard*, and *Robert Thoroton* respectively, in such Manner as the said *Mary Isabella Underwood*, whether covert or sole, should by any Deed or Deeds, Instrument or Instruments in Writing, attested by Two or more Witnesses, or by her Will or any Codicil or Codicils thereto, appoint, and in default of such Appointment, or so far as any such should not extend, if she the said *Mary Isabella Underwood* should survive the said *Charles Underwood*, in trust for her the said *Mary Isabella Underwood*, her Executors, Administrators, and Assigns: And whereas by virtue of the said recited Indentures of the Twenty-second Day of *January* One thousand eight hundred and forty-six, the Eighth Day of *December* One thousand eight hundred and fifty-one, and the Fifth Day of *April* One thousand eight hundred and fifty-two, respectively, the lastly-mentioned Fifth Share of the Monies aforesaid became and is now vested in the said *Kingsmill Manley Power* and *Edward Thoroton* upon the Trusts and subject to the Powers in the said recited Settlement of the Second Day of *October* One thousand eight hundred and thirty-nine declared and contained respectively, so far as the same are now subsisting and capable of taking effect, but subject and without Prejudice to the said Indenture of the Thirtieth Day of *October* One thousand eight hundred and thirty-nine, and the Trusts and Powers thereof: And whereas the said *Robert Croft* made his Will, dated the Twenty-ninth Day of *November* One thousand eight hundred and twenty-nine, executed in the Presence of and attested by Three Witnesses, and thereby, after giving divers specific and pecuniary Legacies, gave and bequeathed all his ready Money and Money in the Funds or on Mortgage or other Security, and the Securities for the same, and all the Residue of his Personal Estate and Effects, unto the said *Thomas Croft*, therein described as of *Guildford Street* in the said City of *London*, Esquire, (since deceased,) and *John Robert Mills*,

Will of the Rev. R. Croft, dated 29th Nov. 1829.

Mills, of the said City of *York*, Gentleman, (therein called *John Mills*,) their Executors, Administrators, and Assigns, upon trust, to sell a sufficient Portion thereof for Payment of his Funeral and Testamentary Expenses and Debts, and the pecuniary Legacies thereby given, and to stand possessed of and interested in the Residue of such Monies, Securities, and Personal Estate in trust for all his Children, except his Son the said *Thomas Hutton Croft*, (that is to say,) the said *James Croft*, *Stephen Croft*, *Elizabeth Croft* the younger, *Catharine Mary Wharton* (then *Catharine Mary Croft*), and *Anne Croft*, since deceased, in equal Shares and Proportions, their respective Executors, Administrators, and Assigns; and the said Testator, after devising certain Lands therein particularly mentioned, gave and devised all other his Messuages, Lands, and Hereditaments, and Parts and Shares of Messuages, Lands, and Hereditaments whatsoever and wheresoever, and all other his Real Estate not therein-before devised, and which Devise now in recital comprised (*inter alia*) the Testator's One Third Part of the said Unentailed Estates, unto and to the Use of his said Trustees the said *Thomas Croft* and *John Robert Mills* (therein called *John Mills*), their Heirs, Executors, Administrators, and Assigns, according to the different Natures and Tenures thereof respectively, in trust to sell and dispose of and convey the same in manner therein mentioned; and the Testator directed his said Trustees to stand possessed of and interested in the Monies arising from such Sale or Sales upon trust for his Children the said *James Croft*, *Stephen Croft*, *Anne Croft* (since deceased), *Elizabeth Croft*, and *Catharine Mary Croft* now the said *Catharine Mary Wharton*, in equal Shares and Proportions, their respective Executors, Administrators, and Assigns, and the Testator appointed his said Wife *Elizabeth Croft* the elder and the said *Thomas Croft* and *John Robert Mills* Executrix and Executors thereof: And whereas the said Testator *Robert Croft* made a Codicil to his said recited Will, dated the Sixteenth Day of *September* One thousand eight hundred and thirty, executed in the Presence of and attested by Three Witnesses, and thereby appointed *Henry Stafford Thompson* a Trustee of his said Will, together with the said *Thomas Croft* and *John Robert Mills*, and an Executor thereof, together with them and his said Wife, and thereby declared and directed that the Bequest, Devises, and Directions and Powers given or conferred by his said Will to or upon the said *Thomas Croft* and *John Robert Mills* as Trustees, or to or upon them and his said Wife as Executors and Executrix, should in all respects apply to the said *Henry Stafford Thompson* as though he had been jointly named therein as a Trustee and Executor thereof, but he did not thereby further alter the Bequests, Devises, and Trusts in his said Will contained and herein-before recited; and the said Testator died on the Twenty-third Day of *March* One thousand eight

Codicil to the Will of the Rev. R. Croft, dated 16th Sept. 1830.

eight hundred and thirty-one as herein-before recited, without having revoked or altered the said Devise and Trusts lastly recited, except as the same was altered or affected by the Appointment of the said *Henry Stafford Thompson* as a Trustee of his said Will by the herein-before recited Codicil of the Sixteenth Day of *September* One thousand eight hundred and thirty, and the said Will and Codicil were proved in the Prerogative Court of the Archbishop of *York* by the said *Elizabeth Croft* the Widow, *Thomas Croft*, *John Robert Mills*, and *Henry Stafford Thompson* on the Tenth Day of *August* One thousand eight hundred and thirty-one: And whereas the said *Anne Croft*, by her Will herein-before recited, after bequeathing certain pecuniary Legacies, gave the rest of her Personal Estate to her said Sister *Elizabeth Croft*, for her absolute Use and Benefit: And whereas the One Fifth Share of the said *Anne Croft* in the said *Robert Croft*'s One Third Part of the said Unentailed Estates, or of the Monies to be produced by the Sale thereof, passed by the Will of her the said *Anne Croft* herein-before recited to the said *Elizabeth Croft*: And whereas by an Indenture, dated the Sixth Day of *July* One thousand eight hundred and fifty-four, between the said *John Robert Mills* and *Henry Stafford Thompson* of the First Part, the said *Thomas Hutton Croft* of the Second Part, and the said *James Croft*, *Stephen Croft*, *Elizabeth Croft*, and *Catharine Mary Wharton* of the Third Part, the said *John Robert Mills* and *Henry Stafford Thompson*, as surviving Trustees and Executors of the Will of the said *Robert Croft* deceased, granted and assigned all the residuary Real and Personal Estate of the said Testator *Robert Croft*, and which remained unsold or undisposed of, and which included the said Testator's One Third Share of the said Unentailed Estates, or the Monies to arise by the Sale thereof, and also the said Principal Sum of Two thousand Pounds which thereby appeared to have been charged by the Will of *Margaret Bowes* on her Real Estates comprising Five undivided Sixths of the Estates which had been devised by the Will of *Alice Wanley* as herein-before appearing unto and to the Use of the said *James Croft*, *Stephen Croft*, *Elizabeth Croft*, and *Catharine Mary Wharton*, their respective Heirs, Executors, Administrators, and Assigns, according to the respective Natures or Tenures thereof, as Tenants in Common, in the Proportions following, (that is to say,) unto each of them the said *James Croft*, *Stephen Croft*, and *Catharine Mary Wharton*, and his or her Heirs, Executors, Administrators, and Assigns, One equal undivided Fifth Part or Share thereof, and unto the said *Elizabeth Croft*, her Heirs, Executors, Administrators, and Assigns, the remaining Two undivided Fifth Parts or Shares thereof: And whereas on the Death of the said *Margaret Bowes* on the Twentieth Day of *August* One thousand eight hundred and fourteen, unmarried and intestate as herein-before recited, her One Third Part or Share of the said Unentailed

Indenture, dated 6th July 1854.

Unentailed Estates descended to her Two Sisters the said *Anne Thoroton* Wife of the said *Thomas Thoroton* and *Elizabeth Croft* Wife of the said *Robert Croft* as her Coheiresses-at-Law in equal Moieties:

Will of Anne Thoroton, dated 6th June 1822.

And whereas the said *Anne Thoroton*, having survived her said Husband *Thomas Thoroton*, made her Will, dated the Sixth Day of *June* One thousand eight hundred and twenty-two, attested by Three Witnesses, and thereby devised and bequeathed her Moiety of the last-mentioned Third Part of the said Unentailed Estates, and all her residuary Real and Personal Estates, unto and to the Use of her Son the said *Robert Thoroton* and her Daughters the said *Elizabeth Thoroton* and *Mary Isabella Underwood* (then *Mary Isabella Thoroton*) in equal Shares as Tenants in Common, and their respective Heirs, Executors, Administrators, and Assigns, and the Testatrix died in the Month of *January* One thousand eight hundred and twenty-seven, without having revoked or altered her said recited Will, and the same was in the same Year proved in the Prerogative Court of the Archbishop of *York* by the said *Thomas Blackborne Hildyard* and *Kingsmill Evans*, the Executors therein appointed: And whereas the said *Robert Thoroton* died intestate as to Real Estate, leaving his Daughters the said *Anne Sophia Elizabeth Thoroton* and *Sophia Catharine Mary Thoroton* afterwards the Wife of the said *Henry Bolton Power* his Coheiresses-at-Law, who therefore became entitled, in equal Moieties, to the Share devised to him by the said *Anne Thoroton*'s Will of and in the said Unentailed Estates, such Share being One Third of a Moiety of a Third Part (or One Eighteenth of the whole) as herein-before mentioned; and upon the Decease of the said *Sophia Catharine Mary Power* as herein-before mentioned, her Moiety of the said lastly-mentioned Share descended to the said *Thoroton Manley Power* her only Son and Heir, but in her said recited Marriage Settlement of the Seventeenth Day of *May* One thousand eight hundred and forty-seven the said *Henry Bolton Power* covenanted with the said *William Fitzwilliam Burton* and *Kingsmill Manley Power* the Trustees thereof that her said Moiety (being One Thirty-sixth of the whole of the said Unentailed Estates) should be considered as Personal Estate for the Purposes of the same Settlement, and should be transferred to and vested in the said Trustees upon the Trusts and subject to the Powers and Provisoes therein-before declared and herein-before recited of and concerning the other Trust Premises thereby settled: And whereas the said *Mary Isabella Underwood*'s One Third Share of the Part or Share so devised by the said *Anne Thoroton* deceased, being One Eighteenth Part of the whole of the said Unentailed Estates, was by the said recited Indentures of the First and Second Days of *October* One thousand eight hundred and thirty-nine conveyed and assured unto the said *Levett Edward Thoroton* and *Thomas Underwood* the Trustees therein named, and their Heirs, to the same Uses, upon the same Trusts, and with and subject to the same Powers and Provisoes

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as were therein contained and herein-before recited of and concerning her One Twelfth Share in the said Estates devised by the said *Alice Wanley*'s Will, and by the said Indenture of the Thirtieth Day of *October* One thousand eight hundred and thirty-nine the same One Eighteenth Share was by the said *Mary Isabella Underwood* appointed to the same Uses as were therein expressed and herein-before recited of and concerning her One Twelfth Share of the said other Estates herein-before mentioned; and by virtue of the said recited Indentures of the Twenty-second Day of *January* One thousand eight hundred and forty-six, the Eighth Day of *December* One thousand eight hundred and fifty-one, and the Fifth Day of *April* One thousand eight hundred and fifty-two, the said lastly-mentioned One Eighteenth Share in the said Unentailed Estates became and is now vested in the said *Edward Thoroton* and *Kingsmill Manley Power*, their Heirs and Assigns, upon the Trusts and with and subject to the Powers and Provisoes in the said recited Settlement of the Second Day of *October* One thousand eight hundred and thirty-nine declared and contained, or such of them as are now subsisting undetermined and capable of taking effect, without Prejudice to the said Indenture of the Thirtieth Day of *October* One thousand eight hundred and thirty-nine and the Trusts and Powers thereof: And whereas the said *Elizabeth Croft* then the Wife of the said *Robert Croft* deceased made her Will, by virtue of a certain Power of Appointment therein referred to, dated the Seventeenth Day of *December* One thousand eight hundred and twenty-eight, attested by Three Witnesses, but such Will did not affect her Moiety of One Third of the said Unentailed Estates which descended to her as one of the Sisters and Coheiresses of the said *Margaret Bowes* deceased; and the Testatrix made a Codicil to her said Will after the Decease of her said Husband *Robert Croft*, dated the Twenty-third Day of *September* One thousand eight hundred and thirty-one, and thereby, after reciting that by the Decease of her said Husband she had Power to dispose of certain Landed Estates that she was possessed of in the Counties of *Durham* and *Northumberland*, or one of them, she devised and appointed all the said Estates, and all her Personalties and Property whatsoever, for the Use of her Six Children, the said *James Croft*, *Stephen Croft*, *Thomas Hutton Croft* in the said Will called *Thomas Croft*, *Anne Croft*, *Elizabeth Croft* and *Catharine Mary Wharton* then *Catharine Mary Croft*, in equal Shares as Tenants in Common, and their respective Heirs and Assigns for ever; and the said Testatrix *Elizabeth Croft* made another Codicil to her said Will, dated the Twenty-eighth Day of *September* One thousand eight hundred and thirty-six, and thereby appointed the said *James Croft* and *Robert Wharton* Executors of her said Will, but did not thereby alter the Devise in her said First Codicil contained and herein-before mentioned: And whereas the said Testatrix *Elizabeth*

Codicil to the Will of Elizabeth Croft, dated 23d September 1831.

beth Croft died on the Second Day of *May* One thousand eight hundred and forty-one, without having revoked or altered her said Will or Codicils, except as herein-before mentioned, and such Will and Codicils were, on the Seventeenth Day of *July* One thousand eight hundred and forty-one, proved in the Prerogative Court of the Archbishop of *York* by the said *Robert Wharton* as the surviving Executor thereof: And whereas the One Sixth Share devised by the said *Elizabeth Croft*'s Will to her said Daughter *Anne Croft* of and in the Moiety of One Third of the said Unentailed Estates, which descended to the said *Elizabeth Croft* as one of the Coheiresses of her Sister *Margaret Bowes* deceased, was included in the Devise to her the said *Anne Croft*'s Sister the said *Elizabeth Croft* Spinster in her said Will contained and herein-before recited: And whereas the said Lands and Estates comprised in the said *Alice Wanley*'s Will, and situate at *Heighington* and *Gainford* respectively in the said County of *Durham*, have been sometime since sold and conveyed to the respective Purchasers thereof: And whereas the said *George White*, one of the Trustees appointed by the said recited Act of Parliament of the Twenty-fourth Year of the Reign of King *George* the Third, died in or about the Month of *December* One thousand eight hundred and thirteen, leaving the said *Thomas Croft* his Co-Trustee of the said Act him surviving, and the said *Thomas Croft* died in the Month of *November* One thousand eight hundred and thirty-five intestate as to Trust Estates, and leaving Issue Two Children only, that is to say, *Marianne* the Wife of *John Deverell*, of *Purbroke House* in the County of *Hants*, Esquire, and *Harriet* the Wife of the said *Henry Stafford Thompson*, his Coheiresses him surviving; and the said *Marianne Deverell* died in or about the Month of *March* One thousand eight hundred and forty-seven, leaving *William Henry Deverell*, now a Minor of the Age of Twenty Years or thereabouts, her eldest Son and Heir-at-Law, her surviving, whereupon the said *William Henry Deverell* and *Harriet Thompson* became and now are the Coheirs-at-Law of the said *Thomas Croft*: And whereas, pursuant to the said recited Act of Parliament of the Twenty-fourth Year of the Reign of King *George* the Third, divers Leases of Portions of the said Lands and Estates at *Cowpen* in the said County of *Northumberland* have been granted to various Parties for Three Lives, with a perpetual Right of Renewal in the Lessees respectively, and by virtue of the same Act and the said recited Indenture of the Second Day of *June* One thousand eight hundred and forty-eight such Leases have been from Time to Time renewed, and Agreements for other Leases for Lives of Parts of the said Lands at *Cowpen* aforesaid, with similar Right of Renewal, have been entered into by the Persons under such Act and Indenture, or one of them, entitled to grant such Leases respectively: And whereas the respective Lessees to whom such

Leases

Leases and renewed Leases respectively have been granted as aforesaid have erected Houses and other Buildings on the thereby demised Premises, and have otherwise improved the same, and pursuant to the said Act of Parliament Portions of the said Lands at *Cowpen* have been laid out and appropriated as Roads, Ways, Streets, or Passages convenient for the respective Lessees under the aforesaid Leases, and other the Occupiers of the said demised Premises respectively: And whereas the Commerce and Population of the Port of *Blyth* in the County of *Northumberland* adjoining the Lands at *Cowpen* aforesaid have been for some Years past and still are rapidly increasing, in consequence of the opening out of divers extensive Coal Mines in the immediate Vicinity, and the Construction of Railways, Docks, Staiths, and Shipping Places for leading away and vending the Produce of such Mines: And whereas the Commerce and Population of the County of *Durham* in the Vicinity of the Lands and Estates comprised in the Act, Wills, Codicils, and Indentures herein-before respectively recited have also been for some Years past and still are rapidly increasing, from the opening out of extensive Mines of Coal, Iron, and other Minerals and Quarries of Stone, and the manufacturing and Sale of the Produce thereof, and the Construction of Railways, Docks, Staiths, Shipping Places, and other Accommodations in connexion therewith, by reason whereof and of the Increase of Commerce and Population at *Blyth* as aforesaid there is a constant Demand for Ground for building and making Railways and other Purposes both in the said County of *Durham* and at *Cowpen* aforesaid, and divers valuable Mines and Quarries comprised in the said recited Wills, Codicils, and Deeds, or some of them, might with great Advantage to the respective Persons interested therein be leased to Parties willing to open out and work the same if Leases could be granted thereof respectively for all or some or one of the Purposes herein-after mentioned: And whereas it would also be of Advantage to the several Persons interested therein if the said Lands and Estates, or some Part thereof, could be sold or exchanged, or if Partition could be made thereof, and if Leases thereof or of Parts thereof could be granted for the Purposes of Agriculture, making Railways, building, and other Purposes: And whereas the several Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Henry* Duke of *Rutland*, the said *Elizabeth Thoroton* Daughter of the said Colonel *Thomas Thoroton* deceased (on behalf of herself), the said *Caroline Anne Thoroton*, *Mary Thoroton*, *Thomas Thoroton*, *Charles Thoroton*, *Edward Thoroton*, *Elizabeth Thoroton*, *Levett Thoroton*, *Isabella Mary Thoroton*, and *Robert Grant Thoroton*, the Children of the said *Levett Edward Thoroton* deceased, and the said *Elizabeth Thoroton* Daughter of the said Colonel *Thomas Thoroton* deceased and *James Croft* as Trustees

of the Will of the said *Levett Edward Thoroton* deceased, the said *William Fitzwilliam Burton* as surviving Trustee of the said *Sophia Catharine Thoroton*'s Marriage Settlement, the said *Sophia Catharine Thoroton*, the said *Anne Sophia Elizabeth Thoroton*, the said *Henry Bolton Power* (on behalf of himself), the said *Henry Bolton Power*, *William Fitzwilliam Burton*, and *Kingsmill Manley Power* (on behalf of the said *Henry Bolton Power*'s infant Son the said *Thoroton Manley Power*), the said *Mary Isabella Underwood*, the said *Kingsmill Manley Power* and *Edward Thoroton* as Trustees of the said *Mary Isabella Underwood*'s Settlement herein-before recited, the said *James Croft*, *Stephen Croft*, *Thomas Hutton Croft*, *Elizabeth Croft*, and the said *Catharine Mary Wharton* (on behalf of herself), *Elizabeth Anne Wharton* and *Katharine Alice Wharton* (on behalf of themselves), and the said *Catharine Mary Wharton* (on behalf of her infant Children) the said *Robert Wharton*, *Matilda Mary Wharton*, *William James Lloyd Wharton*, *Sarah Isabella Wharton*, and *Henry Wharton*), and the said *Stephen Croft* and *John Thomas Wharton* as Trustees of the said *Catharine Mary Wharton*'s Marriage Settlement, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

24 G. 3. c. 28. repealed, without Prejudice to existing Sales, Leases, &c. under such Act.

I. The said recited Act of the Twenty-fourth Year of the Reign of King *George* the Third shall be and the same is hereby repealed as from the passing of this Act, without Prejudice nevertheless to the Leases, Sales, and Contracts, or Agreements for Sales, or for renewing such Leases, or for granting Leases, at any Time heretofore granted, made, or entered into pursuant to such recited Act.

Lands and Hereditaments described in the Schedule to this Act, and the Lands and Hereditaments formerly belonging to Margaret Bowes, Alice Wanley, and George Wanley Bowes, or any of them, vested in Trustees;

II. From and after the passing of this Act the Manor of *Thornton* in the County of *Durham*, and all and singular the Freehold and Copyhold or Customary and Leasehold Messuages, Lands, Tenements, and Hereditaments set forth in the Schedule hereunto annexed, and all and singular other the Freehold and Copyhold or Customary and Leasehold Manors, Messuages, Tenements, Mills, Lands, Mines, Minerals, Quarries, Tithes, Hereditaments, and Premises whatsoever, or Parts or Shares of Manors, Messuages, Tenements, Mills, Lands, Mines, Minerals, Quarries, Tithes, Hereditaments, and Premises in the Counties of *Northumberland* and *Durham* or either of them, or elsewhere, whereof or whereto the said *Margaret Bowes* the Testatrix of the Twenty-fifth Day of *March* One thousand seven hundred and fifty-five, and the said *Alice Wanley* the Testatrix of the Twenty-first Day of *July* One thousand seven hundred and seventy-two, and the said *George*

George Wanley Bowes the Nephew of the said *Margaret Bowes*, or any or either of them, died seised, possessed, or entitled for any Estate or Interest whatsoever now remaining subject to all or any of the Trusts, Powers, or Provisions of or contained in the herein-before recited Act of Parliament, Wills, Codicils, Deeds, and Instruments, or any of them, shall be and the same are hereby vested in *Edward Thoroton*, of the *Inner Temple*, *London*, Esquire, and *George Arthur Hutton Croft*, of *Hutton Bushell* in the County of *York*, Esquire, their Heirs, Executors, Administrators, and Assigns, according to the respective Natures or Tenures of the said Properties, upon trust that the Trustees do and shall from Time to Time hereafter, when and as they shall think fit, lease, sell, or otherwise dispose of the said Lands or any of them, or any Part or Share, or Parts or Shares, thereof respectively, with the respective Rights, Members, and Appurtenances, pursuant and subject to the several Provisions herein-after respectively contained, to any Persons freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoes, Conditions, Charges and Incumbrances, Claims and Demands whatsoever, which in and by or by virtue of or under the said Act of Parliament, Wills, Codicils, Deeds, Instruments, Acts, Events, and Things respectively herein-before recited, or any of them, are or shall be limited, expressed, or declared of or concerning or do or shall affect the same or any of them, or any Part or Interest, Parts or Interests, of or in the same; but subject nevertheless and without Prejudice to the respective Leases at any Time or Times heretofore granted (and now subsisting) of any Part or Parts of the said Lands at *Cowpen*, aforesaid, or of any other of the said Lands, pursuant to the said recited Act of Parliament and the said recited Indenture of the Second Day of *June* One thousand eight hundred and forty-eight, or either of them, or otherwise by the Person or Persons competent in that Behalf, and to all Agreements heretofore entered into by such Person or Persons for the granting or renewing of any Lease or Leases pursuant to such Act and Indenture, or either of them, or otherwise.

upon Trust to lease, sell, or dispose thereof, subject to the Provisions of this Act;

but subject to existing Leases and Agreements.

III. All or any now subsisting Leases or Lease, and all or any Leases or Lease hereafter to be granted pursuant to any now subsisting Agreements or Agreement made under the Act hereby repealed, and which respectively ought, according to the true Intent of such Leases or Lease or Agreements or Agreement respectively, to be renewed, shall and may be respectively renewed by the Trustees upon the Terms on which such Renewals would or ought to have been granted in case this Act had not been passed.

Renewable Leases now subsisting, or to be granted under subsisting Agreements, to be renewed by the Trustees.

IV. All Leases which ought to be granted pursuant to such now subsisting Agreements respectively shall and may be granted by the Trustees

Trustees to grant Leases pursuant to

subsisting Agreements.

Trustees upon the Terms on which such Leases respectively would or ought to have been granted if this Act had not been passed.

Trustees empowered to lease for Twenty-one Years at best Rents, without Fine.

V. The Trustees from Time to Time may lease any Parts of the said Lands for any Term not exceeding Twenty-one Years in possession only, and at the best Rents, without Fine, and on such Terms and Conditions as they think reasonable, but so as the Lessees be not made dispunishable for Waste, and so as such Provision by Re-entry or otherwise for securing Payment of the Rent reserved, and Performance and Observance on the Lessees Part of the Terms and Conditions of the Lease, as the Trustees think reasonable, be thereby made.

Trustees may appropriate Lands for Squares, &c., and for building.

VI. The Trustees may appropriate any Parts of the said Lands as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the Property, and any other Parts of the said Lands as Lots for building and improving Purposes.

Trustees may grant Building or Improving Leases of Lands.

VII. The Trustees from Time to Time, in accordance with the Provisions of this Act, may lease any Parts of the said Lands to any Persons willing to erect, make, or improve any Building or Construction thereon, or to annex the same to any adjoining Parts of the said Lands for Gardens, Yards, Pleasure Grounds, or other Conveniences, or otherwise to improve the same.

Terms of Building and Improving Leases.

VIII. Such Leases respectively may be made for any Terms of Years absolute, not exceeding Nine hundred and ninety-nine Years in possession, and not in reversion.

Rents to be reserved by Building and Improving Leases.

IX. The Consideration for any such Lease shall be the best and most beneficial yearly Rent, without Fine, which at the Time of the making of the Lease or of the Contract for the Lease, and considering the Nature and Circumstances of the Case, can be reasonably had for the same, and the Rent shall be made payable half-yearly, or more often.

Liberties which may be granted by Building or Improving Leases.

X. The Trustees may grant to the respective Lessees for building or improving Purposes all or any of the following Liberties and Easements; to wit,

First, Liberty to appropriate any Part of the Lands leased as Sites for Squares, Crescents, Streets, Roads, Ways, and other open Places, and otherwise for the general Improvement of the Property:

Second, Liberty to make, lay, or use in any Part of the said Lands any Sewers, Drains, Watercourses, and other Conveniences:

Third,

Third, Liberty to dig and take in and out of the Lands leased, and to use on any of the said Lands, any Stone, Clay, Gravel, or other Substances:

Fourth, Liberty to fell, carry away, and use any Trees, Shrubs, and Plants on the Lands leased:

Fifth, Liberty to take down or remove all or any Part of the Buildings or Constructions on the Land leased, and to apply and dispose of the Materials thereof to any Purposes agreed on:

Sixth, Liberty to alter any Building or Construction comprised in the Lease, but with the Privity and to the Satisfaction of the Trustees or the Reversioner, or their respective Surveyors or Agents:

Seventh, Easements of Ways, Waters, Drainage, Lights, and Support and other Easements affecting any Part of the said Lands:

Eighth, Any other Liberties and Easements usual or proper in like Cases, or which the Trustees think reasonable.

Reservations which may be made by Building or Improving Leases.

XI. The Trustees may make by such Leases for building or improving Purposes all or any of the following Reservations; to wit,

First, Reservation of Right or Power to make, lay, or use in the Land leased any Sewers, Drains, Watercourses, or other Conveniences:

Second, Reservation of Easements of Ways, Waters, Drainage, Lights, and Support and other Easements affecting the Land leased:

Third, Reservation of Timber or other Trees, and of Rights with respect to the same:

Fourth, any other Reservations usual or proper in like Cases, or which the Trustees think reasonable.

Covenants to be inserted in Building and Improving Leases.

XII. There shall be contained in every such Lease for building or improving Purposes such of the following Covenants as are applicable to the Case; to wit,

First, A Covenant for Payment of the Rent reserved:

Second, A Covenant for Payment of all Landlords and Tenants Taxes, Rates, Assessments, and Impositions whatsoever affecting or to affect the Land leased, Landlords Property Tax excepted:

Third, A Covenant to make and finish within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be made:

Fourth, A Covenant to improve within a Time therein specified, and to keep in repair during the Term, the Building or Construction, if any, agreed to be improved:

Fifth, A Covenant to make any other Improvements, if any, within a Time therein specified:

Sixth, A Covenant to keep the Buildings or Constructions on the Land leased insured against Damage by Fire, to the Amount of Three Fourths at least of the insurable Value thereof, in some respectable Insurance Office from Time to Time approved by the Trustees or the Reversioner:

Seventh, A Covenant to lay out the Money received on such Insurance, and such other Money as is requisite, in substantially restoring the Buildings or Constructions destroyed or damaged by Fire:

Eighth, A Covenant to yield up, on the Expiration or sooner Determination of the Term, the Possession of the Land leased, with the Buildings, Constructions, and Improvements to be made or maintained thereon in good Repair and Condition.

Powers to be inserted in Building and Improving Leases.

XIII. There shall be contained in every such Lease for building or improving Purposes Powers for the following Purposes; to wit,

First, For the Trustees or the Reversioner, or their respective Surveyors or Agents, to enter at least twice in every Year upon the Land leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:

Second, For the Trustees or the Reversioner to enter and receive the Rents and Profits, or to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of all such as are agreed on of the Covenants by the Lessee.

Provisions which may be inserted in Building and Improving Leases.

XIV. There may be contained in any such Lease for building or improving Purposes Provisions for all or any of the following Purposes; to wit,

First, That Breach of any Covenant by the Lessee (except the Covenant for Payment of the Rent reserved, and such other Covenants, if any, as the Parties agree to except,) shall not give any such Right of Re-entry, unless or until Judgment in an Action for Breach of such Covenant be obtained and the Damages be assessed, and the Damages and Costs recovered thereon remain for Three Months after the assessing of such Costs unpaid:

Second, That in case of Breach of any Covenant by the Lessee to insure against Damage by Fire, or to restore any Building or Construction

Construction destroyed or damaged by Fire, the Trustees or the Reversioner may insure or restore such Buildings or Constructions according to the Terms of the Covenant, and may recover all Expenses of and incident to such insuring and restoring by Entry on the Lands leased and Distress, or by Entry and Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:

Third, Any other Provisions usual or proper in like Cases, or which the Trustees think reasonable.

Conditions of Re-entry may be restricted to Part of the Lands leased for building or improving Purposes.

XV. No Lease under this Act for building or improving Purposes, and no Contract for any such Lease, shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Land leased or contracted so to be where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of such Land.

Conditions in Building and Improving Leases for Re-entry to be apportionable.

XVI. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry, of any such Lease or Contract as to Part only of the Land leased for building or improving Purposes, or contracted so to be, the Condition or Right of Re-entry and other (if any) the Conditions of such Lease or Contract shall remain and be in force as to such Parts of such Land as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition, or Right of Re-entry and other Condition, shall be apportionable and shall have effect, according to the Intention of the Parties expressed in that Behalf in the Lease or Contract.

Under-leases not to be forfeited for Nonpayment of Rent, &c., for Land leased for building or improving Purposes, but not comprised in the Under-leases, and vice versâ.

XVII. No Under-lease of any Part of the Land comprised in any original Lease shall be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof; and no such Nonpayment or Breach with respect to the Land comprised in such Under-lease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable, and apportioned so as to have distinct and exclusive Operation with respect to such Parts of the Land comprised in the original Lease as are respectively comprised and not comprised in the Under-lease.

XVIII. The

Trustees may grant Mining Leases.

XVIII. The Trustees from Time to Time, in accordance with the Provisions of this Act, may lease any Mines and Minerals being Part of the said Lands, and either before or after the Opening thereof, and any Part of the said Lands which it may be thought expedient to lease with such Mines or Minerals for the better working of the same, to any Persons for any Term of Years not exceeding, as regards Stone or Coal, Forty-one Years, and not exceeding, as regards Iron or Ironstone and Coal accompanying the same, if found therewith, and other Minerals, Sixty Years, and respectively to take effect in possession.

Licences which may be granted by Mining Leases.

XIX. By any such Lease there may be granted to the Lessees all or any of the following Licences and Advantages; to wit,

First, Licence to open such Mines, and to sink, dig, search, bore, and try for, and by mining and by open Day Working respectively win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of all such Minerals as shall be found within, under, or upon the Mines or Ground thereby demised, or in working or winning the same; and also all such Minerals as may be raised or brought from any other Lands:

Second, Licence to dig, sink, make, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and to make, erect, set up, and work such Furnaces, Brick Kilns, Tile Kilns, Fire Engines, Steam Engines, Windmills, Watermills, and other Mills, Gins, and other Engines and Machinery, Collieries, and other Works or Contrivances, whether of present Use or future Invention, as shall be deemed necessary or convenient for finding, winning, working, procuring or conveying, burning, smelting, or manufacturing such Minerals, or any of them, within, under, out of, and from the demised Premises:

Third, Licence for making, burning, and manufacturing Coke, Brick, and Tiles for the Use of any of such Furnaces and Works, or otherwise, and for turning, bringing, and carrying Water for working the Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the Mines and Works:

Fourth, Licence for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings:

Fifth, Licence to take and use in or upon the said Lands sufficient Ground Room, Heap Room, and Pit Room for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from or be wrought, dug, or gotten out of the Mines, or from or out of any Furnaces, Brick Kilns, Manufactories, Works, or Collieries to be

so

so erected, set up, or made, or that may be raised or brought from any other Lands:

Sixth, Licence to erect, build, set up, and hold, occupy and enjoy, in any convenient Places on any Parts of the said Lands, all such Houses, Cottages, Hovels, Lodges, Store Rooms, Heap Rooms, Coke Hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Brick Kilns, and other Works, with such Yards, Gardens, Curtilages, Stone Yards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently enjoying and working the Mines and Works respectively, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals, or Produce to be respectively employed or used or gotten in or about the same:

Seventh, Licence to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar and other Materials, or any other Produce of the Mines, or which may be found in or on the said Lands fit for the Purpose, or which may be raised or brought from any other Lands for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences, or any of them, or any Ways or Roads:

Eighth, Licence to have, use, and take (so far as the Trustees may be competent to grant the same, and without Injury or Prejudice to the Rights of other Parties,) all or any of the Water flowing or to flow or be made to flow in upon any of the said Lands, and (without Prejudice as aforesaid) to turn and convey such Water into the Mines or Works, or for working any Machinery to be so erected, or for any other Purpose connected with the beneficial Working of the Mines:

Ninth, Licence to make, have, use, and enjoy such Stone Yards and other like Easements and Privileges in, upon, out of, or over, or under all or any Part of the said Lands, as will render the Occupation and Working of the Mines, and the Deposit, Manufacture, Sale, and Carriage of the Minerals and other Produce, advantageous or convenient, or as may reasonably be required by the Person to whom any such Lease may be proposed to be granted:

Tenth, Licence to have, make, and set up, and to use such Wayleaves, Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways or Watercourses, in, over, or upon,

upon, or under any Parts of the said Lands as may be necessary or convenient for carrying such Minerals from the Mines or Works, or to or from any Furnace, Brick Kiln, Tile Kiln, or other Place whatsoever, or for carrying and conducting Water to or from the Mines or Works:

Eleventh, Licence to make and set up such Gates, Hedges, Mounds, Embankments, or other Fences as may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Lands adjoining thereto:

Twelfth, And all such other Licences, Rights, Powers, Privileges, Easements, and Advantages whatsoever as may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering marketable, selling, carrying away, or otherwise disposing of the Mines or Minerals leased, or to be raised or brought from any other Lands, or for any Purpose or Thing connected therewith, as may be usual or customary in the Neighbourhood or be agreed upon with the Lessee.

Rents to be reserved by Mining Leases.

XX. The Rent reserved by every such Mining Lease shall be made payable yearly, or oftener, during the Continuance of the Lease, and shall be the best Rent either in Money or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of the Lease, and considering the Circumstances of the Case and the Responsibility of the Lessee, be reasonably obtained, and without taking any Fine or Foregift, but so that the Rents reserved, wholly or partly in Money, have reference to the Quantity of Minerals obtained, except that Part thereof may, if the Trustees think fit, and on such Terms as they think fit, be made payable as a certain Money Rent, with Liberty to make up short Workings, as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased.

Covenants and Provisoes to be contained in Mining Leases.

XXI. In every such Mining Lease there shall be contained a Covenant by the Lessee for the due and punctual Payment or Delivery of the Rent thereby reserved, and of all Taxes, Rates, Assessments, Charges, Compositions, and Impositions whatsoever affecting or to affect the demised Premises other than Landlord's Property Tax, and also a Condition or Power of Re-entry in case the Rent reserved be unpaid for any Period therein limited, not exceeding Forty Days after the Time appointed for Payment or Delivery thereof, such Rent having been lawfully demanded, or in case of Breach of any Covenant by the Lessee in the Lease contained, and in that Behalf therein specified.

Lease as to Lands to

XXII. The Lease of all Lands leased with any Mines or Minerals, or given up or used for the Purpose of Wayleaves, Railways, Tramroads,

roads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses, shall cease with the Lease of the Mines or Minerals.

Cease with Lease as to Mines.

XXIII. In every such Mining Lease there shall be contained a Covenant by the Lessee that the Person entitled beneficially or otherwise to the Rent reserved by the Lease, if he think fit, may, at the Determination of the Lease, (he giving Six Months previous Notice in Writing of his Intention so to do,) purchase all or any of the Rails, Tramplates, Engines, Tools, Implements, and Utensils used by the Lessee, and at the Time of giving such Notice in, upon, or about the demised Premises, and also the unexpired Estate, Term, or Interest, if any, of the Lessee in any Wayleave over any other Lands used in connexion with or for the Purposes of the demised Premises, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be appointed within a Period by such Lease fixed, one of them by the Person so intending to purchase, another by the Lessee, and the Third by the Two Persons first appointed, and before they enter upon the Valuation; and by the Lease such Provisions, in case of Failure to appoint any such Person, or to make an Award within a Time thereby limited, and for giving full Effect to the Submission to Arbitration and Valuation, shall be made as the Parties to the Lease agree on.

Provision in Mining Leases to enable Lessor to purchase Plant.

XXIV. Any such Mining Lease may be made determinable by either Party, and may contain such other Covenants, Conditions, and Provisions, not inconsistent with or tending to defeat any Covenant, Proviso, Condition, or Provision by this Act directed to be inserted therein, as the Parties to the Lease agree on.

General Conditions of Mining Leases.

XXV. The Trustees from Time to Time may enter into Contracts in Writing for granting any Leases according to this Act.

Trustees may enter into Contracts for Leases.

XXVI. Such Contracts may contain all such Terms and Conditions as the Trustees think advantageous, and they may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as they think advantageous, any such Contract or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Trustees to which they are not under this Act authorized to give Effect by a Lease.

Terms of Contracts for Leases.

XXVII. Every Lease under this Act shall be deemed duly made, although it was preceded by a Contract not in due Accordance with this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding

Leases good notwithstanding any Defects in Contracts.

standing any Variation between the Lease and the Contract, but so as the Lease be conformable to this Act.

Leases to be made in pursuance of Contracts.

XXVIII. Every Contract under this Act for a Lease shall (except as is by this Act otherwise provided) be carried into effect by a Lease or Leases in pursuance thereof, but only in accordance with this Act.

Contracts not to form Part of Title to Leases.

XXIX. After any Lease is made in accordance with this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Counterparts of Leases.

XXX. A Counterpart of every Lease made under this Act shall be executed by the Lessee and be delivered to the Trustees, and a Memorandum under the Hand of any Persons or Person, being Trustees or a Trustee of this Act, of the Receipt of any such Counterpart, shall be *primâ facie* Evidence that the Counterpart was duly executed and delivered as by this Act required.

Trustees empowered to confirm Leases.

XXXI. The Trustees from Time to Time, if they think fit, may confirm any Lease purporting to be made under this Act in any Case in which for some technical Error, Informality, or Irregularity in making or executing it the Lease is thought void or voidable, and may make in lieu thereof a Lease in accordance with this Act, but only for the same Term and at the same Rent, and with the same Covenants, Powers, and Provisions, as were or were intended to be respectively granted, reserved, and contained in and by the Lease thought void or voidable.

No Fine to be received for Confirmation.

XXXII. Provided always, That no Fine shall be taken for making any such Confirmation of a Lease thought void or voidable.

Trustees to sell Mining Rents reserved otherwise than in Money.

XXXIII. The Trustees from Time to Time shall sell or convert into Money Parts, if any, of the Rents reserved by any Mining Leases granted under this Act as shall not be reserved and paid in Money, and the net Monies received by the Trustees by such Sales or Conversions shall be deemed Parts of the Rents paid on such Mining Leases.

Rents and Covenants in Leases to be reserved to and made with the Trustees.

XXXIV. In every Lease or renewed Lease granted by the Trustees in pursuance of this Act the Rent and other Monies payable by the Lessee shall be made payable to the Trustees, and the Covenants therein contained by or on the Part of the Lessee shall be entered into with the Trustees, and the Trustees shall receive all such Rent and Monies, and also all the Fines payable on renewing

any

any Lease for Lives, and shall pay such Rent and Fines unto and amongst the respective Persons for the Time being beneficially entitled to the Rent Reservations and Fines of the Lands, Mines, Hereditaments, and Premises comprised in such Lease, or to their respective Heirs, Executors, Administrators, or Assigns, Trustee or Trustees, competent to give an effectual Receipt or Discharge to the Trustees of this Act for the same.

Application of the Rents and Fines.

XXXV. Provided always, That the Trustees shall from Time to Time retain as Purchase Monies such Portion as next herein-after expressed of the Amount or Value of the net Rents from Time to Time received by virtue of the Mining Leases granted under this Act; to wit, where any Person from Time to Time beneficially entitled according to this Act to such of those Rents as become due and payable during the Life of such Person, or to any Share thereof, is so entitled as Tenant for Life in possession without Impeachment of Waste, there shall be so retained by the Trustees One equal Fourth Part of the Amount or Value of the net Rents so from Time to Time received, or of the Share of such Person thereof; and where any such Person is so entitled as Tenant for Life impeachable for Waste, or as Tenant in Tail in possession, and is a Minor, there shall be so retained by the Trustees Three equal Fourth Parts of the Amount or Value of the net Rents so from Time to Time received, or of the Share of such Person thereof; and the Monies so from Time to Time retained by the Trustees shall be deemed Monies received by the Trustees by virtue of Sales under this Act, and shall be disposed of accordingly.

Portions of Mining Rents to be retained by Trustees as Purchase Monies.

XXXVI. The Trustees from Time to Time, or at any Time or Times, may sell or exchange for any other Messuages, Lands, or Hereditaments in the Counties of *Northumberland* and *Durham*, or either of them, or elsewhere in *England* or *Wales*, and being Freehold or Copyhold, or Customary of Inheritance, all or any Part or Parts of the said Lands comprised in this Act, or may join with any other Person or Persons in making Partition of any Lands, Hereditaments, or Premises, any undivided Share or Shares whereof is, are, or may be comprised in this Act, and may pay or receive any Sum or Sums of Money by way of Equality of Exchange or Partition; and any such Sale or Sales may be made either by Public Auction or Private Contract for the best Price or Prices that can reasonably be obtained, in One Lot or in several Lots, to such Person or Persons, and subject to such Conditions, and in such Manner in all respects, as the Trustees shall think proper; and the Trustees shall have full Power to buy in the Premises offered for Sale at any such Auction or Auctions, or any Parcel or Parcels thereof, or to

Power of Sale, Exchange, and Partition.

rescind any Contract for the Sale of the said Lands, or of any Part or Parts thereof, and afterwards to re-sell (in either of the Ways aforesaid) the Premises so bought in or as to which any Contract shall have been rescinded, without being responsible for any Loss or Diminution of Price that may arise thereby, and to enter into, make, and execute all or any Contracts, Agreements, Grants, Assignments, Surrenders, Admittances, Conveyances, Assurances, Acts, Deeds, Matters, and Things whatsoever which shall be necessary or expedient for effectuating and completing any such Sale, Exchange, or Partition, and for conveying and assuring the said Lands, or any Part or Parts thereof, by way of Sale or Exchange, or on Partition, to the Purchaser or Purchasers respectively, or other the Person or Persons entitled thereto, and his and their respective Heirs, Sequels in Right, and Assigns, or otherwise as he or they respectively shall direct or appoint, free from all Trusts, Powers and Provisions, Charges and Incumbrances whatsoever affecting the same, or any Part thereof, by virtue of this Act, or the Act of Parliament, Wills, Codicils, Deeds, or other Instruments herein-before recited, or any of them.

Lands taken by way of Exchange, or on Partition, to be conveyed to the Trustees upon the same Trusts as the Lands conveyed by them.

XXXVII. The Lands, Hereditaments, and Premises to be taken by the Trustees by way of Exchange, or to be allotted to and taken by them in Severalty on Partition as aforesaid, shall be conveyed, surrendered, and assured to the Trustees, their Heirs, Sequels in Right, and Assigns, upon the Trusts and with the Powers and Provisions in this Act contained, and subject to such Charges, Incumbrances, and Equities as the Lands, Hereditaments, and Premises conveyed by the Trustees upon such Exchange or Partition respectively would have been subject to in case such Exchange or Partition had not been made.

Provisions of Act to apply to Lands leased or contracted to be leased when in possession.

XXXVIII. When the Possession of any Part of the said Lands leased under this Act, or contracted so to be, is resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter leased or otherwise dealt with and disposed of under this Act.

The Trustees may exercise the foregoing Powers, reserving Mines, Rights, or Easements.

XXXIX. The Trustees if they think fit, in the Exercise of the Powers of leasing, Sale, Exchange, and Partition, or any of them, herein contained, may reserve any Mines, Minerals, Quarries, Wayleaves, Rights of Way, or of Outstroke, Instroke, Aircourse, Watercourse, or other Rights, Easements, or Privileges whatsoever out of, in, through, over, upon, or underneath all or any Part of the Lands, Hereditaments, and Premises leased, sold, or exchanged, or of which Partition shall be made, and may take any Lands, Hereditaments,

or

or Premises under any such Exchange or Partition, subject to any such Reservations.

Money to be paid for Equality of Exchange or Partition may be raised by Sale of the Property taken in Exchange or on Partition.

XL. The Trustees may raise and pay any Sum or Sums of Money paid or to be paid by them for Equality of Exchange or Partition under the Powers herein-before contained by or out or on the Security of the Rents and Profits of the Lands, Hereditaments, or Premises to be taken by them upon such Exchange or Partition, or by exercising the Power of Sale herein-before contained with respect to such Lands, Hereditaments, or Premises, or a competent Part or Parts thereof, or by all or any of the said Ways and Means.

Application of the Money to arise from Sales, Exchanges, or Partitions.

XLI. The Monies to be received by the Trustees upon or by virtue of any Sale, Exchange, or Partition that may be made pursuant to this Act shall be by the Trustees applied, in the first place, in or towards Payment of the Expenses occasioned by or incident to the preparing for, making, and completing such Sale, Exchange, or Partition, as the Case may be, and, in the next place, in discharging the Principal and Interest Monies for the Time being due and unpaid by virtue of any Mortgage, Charge, or Incumbrance of or affecting the Lands, Hereditaments, and Premises comprised in such Sale, Exchange, or Partition, unless such Sale, Exchange, or Partition shall have been made subject to such Mortgage, Charge, or Incumbrance; and the Surplus of the Monies to arise from such Sale, Exchange, or Partition shall (but subject and without Prejudice to the Provisions herein-after contained for Payment of the Costs, Charges, and Expenses of obtaining this Act and of carrying the same into execution) be paid unto and amongst the respective Persons for the Time being entitled to receive and competent to give an effectual Receipt or Discharge to the Trustees of this Act for the same, according to the respective Shares and Interests of such Persons in such surplus Monies.

Power for the Trustees to make Partition of the Lands comprised in this Act amongst the Parties beneficially entitled.

XLII. The Trustees at any Time may make Partition of all the said Lands between and amongst the respective Persons beneficially entitled thereto or interested therein, and may convey, surrender, and assure the respective Premises to be allotted in Severalty to the respective Persons entitled thereto, and their respective Heirs, Executors, Administrators, Trustees, or Assigns, in such Manner as shall be necessary or expedient for effectuating such Partition; and the Premises to be allotted to any Person or Persons in Severalty upon such Partition shall be free from the Trusts and Powers in this Act, and the Act, Wills, Codicils, Deeds, and Instruments herein-before recited, and every or any of them, declared or contained, save and except such Trusts and Powers declared or contained in and by the recited Act,

Wills,

Wills, Codicils, Deeds, or Instruments, or any of them, as shall or may at the Time of such Partition affect the undivided Share or Shares respectively in respect of which such Premises shall be so allotted in Severalty as aforesaid.

Allotments on Partition may be conveyed to Trustees without Subdivision amongst the Cestuisqui Trust.

XLIII. As to any Share or Shares in the said Lands which any Person or Persons is or are or may be entitled to as a Trustee or Trustees for any other Persons, the Trustees of this Act may, if they think fit, upon such Partition allot and convey any Premises to such Trustee or Trustees in Severalty in respect of his or their Share or Shares, without making any Partition or Subdivision thereof amongst the Cestuisqui Trust.

Upon Partition, Trustees may direct Incumbrances to be borne by any Portions of the Property exclusively.

XLIV. The Trustees upon such Partition, if they shall think fit, may order and direct that any Mortgage, Charge, or Incumbrance upon or affecting the Premises allotted in Severalty to any Person or Persons respectively, or any Part of such Premises, shall be wholly or partially borne by such Premises, or by any Part or Parts thereof, solely or jointly with any other Premises allotted to any other Person or Persons, in such Proportions and Manner as the Trustees shall think proper, and that any Person or Persons to whom any Allotment of Premises in Severalty shall be made shall give and execute to any other such Person or Persons such Indemnity or Security against or in respect of any Mortgage, Charge, or Incumbrance, or any Part or Parts thereof, as the Trustees shall deem just and expedient and shall direct in that Behalf.

The Trustees may direct Money to be paid for Equality of Partition.

XLV. The Trustees, at their Discretion, may direct that any Person or Persons to whom any Premises shall be allotted in Severalty upon such Partition as last aforesaid shall pay to any other Person or Persons to whom any other Premises shall be allotted in Severalty upon the same Partition any Sum or Sums of Money for Equality of Partition, and the Premises allotted to the Person or Persons respectively directed to pay any such Money shall be charged with such Money, and shall be conveyed or assured to such Person or Persons, or as he or they may direct, subject to such Powers and Remedies, and in such Manner for securing such Money, and with such Interest thereon, as the Trustees shall think proper; and any Monies to be paid for Equality of Partition as last aforesaid may, if the Trustees think proper, be applied in or towards the Discharge of any Mortgage or Incumbrance of or affecting the Premises allotted in Severalty to the Person or Persons to whom or for whose Benefit such Money shall be directed to be paid, and, subject thereto, shall be paid unto the Person or respective Persons for the Time being beneficially entitled thereto, or to their respective Heirs, Executors, Administrators, or Assigns,

Assigns, or Trustee or Trustees, competent to give an effectual Receipt or Discharge for the same, and any such Monies for which there shall be no Person competent to give an effectual Receipt or Discharge may be paid to the Trustees of this Act, upon trust for the Person or Persons beneficially interested therein.

Tenants for Life to keep down Interest on Mortgages.

XLVI. Provided always, That the Interest payable on any Mortgage or Charge made under this Act shall be paid by the respective Tenants for Life of the Lands mortgaged or charged during their respective Lives, and according to their respective Life Estates or Interests, and no more than One Year's Arrear of any such Interest which ought to be paid by any such Tenant for Life shall be payable by or recoverable against any Remainderman; and if any Interest which ought to be paid by any such Tenant for Life be paid by or recovered against any Remainderman or his Representatives, he or they may recover the Amount thereof, with Costs, in any Court of competent Jurisdiction against the Real or Personal Representatives of the Tenant for Life by whom the same ought to have been paid.

Subject to the Provisions of this Act, the Trustees to hold the Lands upon trust for the Persons beneficially interested therein.

XLVII. Subject and without Prejudice to and until the Exercise and Execution of the Trusts and Powers in and by this Act declared and contained, and also subject to the Enactment next herein-after contained, the Trustees shall stand and be seised, possessed of, and interested in the said Lands, and shall and may receive the Rents and Profits thereof upon trust for the respective Persons who would have been entitled thereto or interested therein in case this Act had not been passed, and for the like Estates or Interests as such Persons would have been entitled to therein in case this Act had not been passed, and until the Premises to be allotted to any Person or Persons upon Partition pursuant to this Act be conveyed or assured in such Manner as to carry such Partition into complete Effect, the Trustees shall stand seised or possessed of such Premises respectively upon trust for such Person or Persons as would have been entitled thereto, and subject to such Powers, Charges, and Incumbrances as the same Premises respectively would have been subject to in case an actual Conveyance or Assurance thereof had been made by the Trustees pursuant to the Provisions of this Act.

Parties deemed entitled to every Portion of the Premises in the same Shares as they are entitled to in the Entirety.

XLVIII. The Persons for the Time being beneficially entitled to or interested in the respective Premises comprised under the several Denominations or Descriptions set forth in the Schedule hereunto annexed shall be deemed entitled to or interested in every Portion of such Premises respectively, and the Rents and Profits thereof, and the Monies to arise from every Portion thereof respectively, by the Performance or Exercise of the Trusts or Powers in this Act contained, in such Shares and in such Manner as the same Persons respectively are

are or shall be entitled to or interested in the Entirety of the same respective Premises and the Rents and Profits thereof, and the Monies to arise as aforesaid therefrom.

Monies for which there shall be no Person competent to give a Receipt may be paid by the Trustees into the Bank of England, under Trustees Relief Acts.

XLIX. Any Monies coming to or being in the Hands of the Trustees by virtue of this Act upon trust for any Person or Persons, and for which there shall be no Person competent to give an effectual Receipt or Discharge to the Trustees, may be paid by the Trustees into the Bank of *England*, pursuant to the Provisions of an Act of Parliament passed in the Eleventh Year of the Reign of Her present Majesty, intituled *An Act for better securing Trust Funds and for the Relief of Trustees*, and of another Act passed in the Thirteenth Year of the Reign of Her present Majesty, intituled *An Act for the further Relief of Trustees*, or of One of such Acts.

Leases and Mortgages not to be prejudiced by any Sale, Exchange, or Partition under this Act.

L. Provided always, That no Lease or Agreement for granting or renewing any Lease now subsisting or hereafter to be made by the Trustees in pursuance of this Act, nor any Mortgage or Incumbrance hereafter to be made by the Trustees in pursuance of this Act of or affecting the said Lands, or any Part or Parts thereof, shall be prejudiced or affected by any Sale, Exchange, Partition, Mortgage, Charge, Conveyance, or Assurance whatsoever that may hereafter be made by the Trustees in pursuance of this Act, but the Trustees at their Discretion may make any such Sale, Exchange or Partition, Mortgage, Conveyance, or Assurance, subject or not subject to any previous Mortgage or Incumbrance, and may make such Provisions for discharging any Mortgage or Incumbrance as they shall think expedient.

This Act not to dispense with Surrenders or Admittances as to Copyholds.

LI. Provided always, That no Messuages, Tenements, Lands, Hereditaments, or Premises held by Copy of Court Roll, and passing by Surrender and Admittance, shall by virtue only of this Act be vested in the Trustees or in any other Person or Persons for an Estate at Law, without such Surrenders and Admittances and Payment of such Fines and Fees as are or may be necessary in that Behalf.

Tenants in Tail not to be entitled absolutely to Land or Money under this Act until the Entail be barred.

LII. Provided also, That no Person who is or shall or may hereafter be entitled to any Part or Parts of the said Lands, or to any Principal Monies to arise by the Exercise of the Trusts or Powers in this Act contained, or any of them, for an Estate Tail or *quasi* Estate Tail, shall by virtue of this Act be entitled to a Conveyance in Fee Simple of such Part or Parts of the said Lands, or of any Premises in lieu of such Part or Parts upon a Partition, or to the Receipt of such Principal Monies, or of any Part or Parts thereof, unless and until such Person shall (in manner by Law required in that Behalf) have barred and extinguished such Estate Tail or *quasi* Estate Tail, and all Reversions, Remainders, Estates, Trusts, and Interests whatsoever, to

to take effect after the Expiration or Determination or in Defeasance thereof.

The Trustees may employ Surveyors, Agents, &c. to assist in the Execution of this Act.

LIII. The Trustees may employ all or any such Surveyors, Valuers, Accountants, Clerks, Solicitors, Agents, and other Persons whomsoever as they may think proper for the better enabling them to grant or make any Leases, Sales, Exchanges, or Partitions, pursuant to this Act or otherwise, for enabling or assisting them to carry this Act into execution, and may pay or allow to such Persons respectively such Remuneration as to the Trustees shall seem reasonable.

Provisions for Payment of Costs.

LIV. The Trustees shall and may from Time to Time, as Occasion may require, provide for and pay all the Costs, Charges, and Expenses of or incident to the Preparation or the applying for, obtaining, passing, and carrying into execution this Act (except Remuneration of Agents, Clerks, or other Persons permanently employed by the Trustees, and other Payments in the Nature of current annual Outgoings,) by or out of any Principal Monies coming to their Hands under or by virtue of this Act, or the Trusts or Powers herein contained, or by exercising the Power of Sale herein-before contained, or by mortgaging the said Lands or any Part thereof, or by all or any of the same Ways or Means; but the Remuneration of Persons permanently employed by the said Trustees, and other Payments in the Nature of current annual Outgoings, shall and may be paid and allowed by the Trustees out of the Rents and Profits of the said Lands.

The Receipts of the Trustees to be effectual Discharges for Money received by them under this Act.

LV. The Receipts of the Trustees in Writing shall be sufficient and effectual Discharges for all Monies that shall come to their Hands by virtue of this Act, or of the Trusts or Powers herein contained, or any of them, and shall exonerate the Person or Persons paying such Monies from all Responsibility as to the Application thereof, and no Purchaser, Mortgagee, Lessee or Tenant, or other Person or Persons whomsoever, paying Money to or taking any Lease, Conveyance, or Assurance from or otherwise dealing with the Trustees, shall be bound to ascertain or inquire into the Necessity for or Propriety or Expediency of the granting or making of such Lease, or of any Sale, Exchange, Partition, Conveyance, or Assurance by the Trustees in pursuance of this Act, nor whether the Trustees or any of them receiving such Money, or granting or making such Lease, Sale, Exchange, Partition, Conveyance, or Assurance, or otherwise acting or assuming to act as Trustees or a Trustee hereof, shall or shall not have been duly or lawfully appointed Trustees or a Trustee of this Act.

Provision for Change of Trustees.

LVI. When and so often as the said *Edward Thoroton* and *George Arthur Hutton Croft*, or either of them, or any other Trustees or Trustee for the Time being of this Act, shall die or desire to retire from,

from, or refuse, neglect, or become incapable or unfit to act in the Performance and Execution of the Trusts and Powers in this Act declared and contained, or shall go to reside beyond the Jurisdiction of the Court of Chancery, the Court of Chancery may in a summary Way, upon Application of any Person for the Time being beneficially interested in the said Lands, whether under Disability or not, or of the Trustees or Trustee, Guardians or Guardian of any such Person, and with the Consent of such other Person or Persons as the said Court may deem necessary in that Behalf, make an Order appointing a new Trustee or new Trustees in the Place of the Trustee or Trustees so dying, desiring to retire, refusing, neglecting, or becoming incapable or unfit to act, or going to reside as aforesaid: Provided always, that the Court in making any such Order shall have regard to the Circumstances of the said *Edward Thoroton* having been chosen to be a Trustee of this Act by or on behalf of the *Thoroton* Family, and of the said *George Arthur Hutton Croft* having been chosen to be a Trustee of this Act by or on behalf of the *Croft* Family.

Indemnity to Trustees.

LVII. The Trustees shall not be answerable or accountable for each other, notwithstanding their joining in Receipts or other Acts for Conformity, nor shall they be answerable for more Money than they respectively shall actually receive under the Trusts and Powers herein declared and contained, or any of them, nor for any Misfortune, Loss, or Damage which may occur in the Performance or Exercise of the said Trusts and Powers, or any of them, or otherwise in carrying this Act into execution, unless the same shall occur by or through their own respective wilful Act, Neglect, or Default; and the Trustees respectively may, by and out of any Monies which shall come to their respective Hands by virtue or in execution of this Act, retain to and reimburse themselves respectively and allow to each other all Costs, Charges, and Expenses (if any) not herein particularly provided for which they respectively shall or may pay, incur, or sustain in or about the Preparation, obtaining, and carrying into execution of this Act.

General Saving of Rights.

LVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns (other than and except the several Persons who are by this Act expressly excepted out of this general Saving), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, or to, upon, or with respect to the said Lands or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

LIX. Pro-

Persons excepted from general Saving of Rights.

LIX. Provided always, That the following Persons are expressly excepted out of the general Saving in this Act contained, and they accordingly are the only Persons bound by this Act; to wit, the said *John Henry* Duke of *Rutland*, *William Henry Deverell*, *John Deverell*, *Henry Stafford Thompson* and *Harriet* his Wife, *Elizabeth Thoroton* Daughter of the said Colonel *Thomas Thoroton* deceased; *Caroline Ann Thoroton*, *Mary Thoroton*, *Thomas Thoroton*, *Charles Thoroton*, *Edward Thoroton*, *Elizabeth Thoroton*, *Levett Thoroton*, *Isabella Mary Thoroton*, and *Robert Grant Thoroton*, Children of the said *Levett Edward Thoroton* deceased, *Sophia Catharine Thoroton*, *Anne Sophia Elizabeth Thoroton*, *Henry Bolton Power*, *William Fitzwilliam Burton*, *Kingsmill Manley Power*, *Thoroton Manley Power*, *Mary Isabella Underwood*, *James Croft*, *Stephen Croft*, *Thomas Hutton Croft*, *Elizabeth Croft*, *Catharine Mary Wharton*, *Elizabeth Anne Wharton*, *Katharine Alice Wharton*, and *Robert Wharton*, *Matilda Mary Wharton*, *William James Lloyd Wharton*, *Sarah Isabella Wharton*, and *Henry Wharton*, the Children of her the said *Catharine Mary Wharton* and *John Thomas Wharton*, and their respective Heirs, Executors, Administrators, and Assigns.

Interpretation of Terms.

LX. The following Words and Expressions shall in this Act, except where the Nature of the Provision or the Context shall exclude such Interpretation, have the several Meanings herein assigned to them; (that is to say,)

The Expression "the Trustees" shall extend to and include the said *Edward Thoroton* and *George Arthur Hutton Croft*, and the Survivor of them, and other the Trustees or Trustee for the Time being acting in the Execution of this Act:

The Expression "the said Lands" shall extend to and include all and singular the Manors, Messuages, Tenements, Mills, Lands, Tithes, Mines, Minerals, Quarries, Hereditaments, and Premises, and Parts, Shares, and Proportions of Manors, Messuages, Tenements, Mills, Lands, Tithes, Mines, Minerals, Quarries, Hereditaments, and Premises comprised in or for the Time being subject to the Provisions of this Act, and also all or any Principal Monies for the Time being subject to the Provisions hereof, and the Word "Rents" shall extend to and include the Interest or annual Income of or arising from any such Monies:

The Word "Mines" includes Mines, Delphs, Quarries, Beds, Lodes, Veins, and Seams of Minerals whatsoever:

The Word "Minerals" includes Iron, Iron Ore, and Ironstone, Manganese, Culm, Firestone, Flags, Slates, Marble, Limestone, and other Stone, Fire Clay, and other Clay, Brick, Earth, Gravel, Peat, and all other Minerals, Mineral and Earthy Substances, and Fossils:

The Word "Rent" includes all Tolls, Duties, Royalties, and Reservations whatsoever.

Short Title.

LXI. In citing or referring to this Act in other Acts of Parliament, or in legal Documents or Pleadings, or otherwise, it shall be sufficient to use the Expression "The *Thoroton and Croft* Estate Act, 1856."

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

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

The

The SCHEDULE referred to by the foregoing Act of Parliament.

COUNTY OF NORTHUMBERLAND.

—	Tenants.	Contents.
Freehold Messuages and Lands in the Township of Cowpen.	Thomas Matthew Smith, Joseph Hodgson, and others.	Eight hundred Acres, or thereabouts, by Estimation.

COUNTY OF DURHAM.

—	Tenants.	Quantities subject to the Entail under Alice Wanley's Will, or thereabouts.	Contents by Admeasurement, or thereabouts.
		A. R. P.	A. R. P.
Freehold Messuages and Lands, called Thornton, otherwise Thornton Hall, in the Parishes of Coniscliffe and Heighington -	John Greenwell	266 3 5	394 0 38
Freehold Messuages and Lands, called Ulnaby, in the Parish of Coniscliffe - -	Robert Addison	- - -	305 2 33
Freehold Messuage and Lands, called Barmpton, in the Parish of Haughton le Skerne	Baker Greenwell	244 1 20	293 0 15
Freehold Messuages and Lands, called Gilley Flatt and Little Stainton, in the Parish of Bishopton - - - - -	David Iveson -	264 1 22	303 1 14
Freehold Messuages and Lands, called Brook House, in the Parish of Bishopton -	William Longstaff	154 2 13	185 1 8
Freehold Messuage and Lands, called Stoney Flatt, in the Parish of Bishopton -	John Cook -	84 2 12	149 3 38
Freehold Messuage and Lands, called Aislaby, in the Parish of Eaglescliffe -	Henry Sherwood	- - -	98 0 25
Freehold Messuages and Lands at Crawcrook, in the Parish of Ryton - -	Ralph Green -	The whole -	307 1 8
Copyhold Messuage and Lands, called Burtree House, in the Parish of Haughton le Skerne - - - - -	Joseph Gardiner	The whole -	227 2 16
Leaseholds for Lives in Archdeacon Newton	Representatives of John Todd, deceased.	The whole -	53 3 27

Charles Griffith.

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1856.