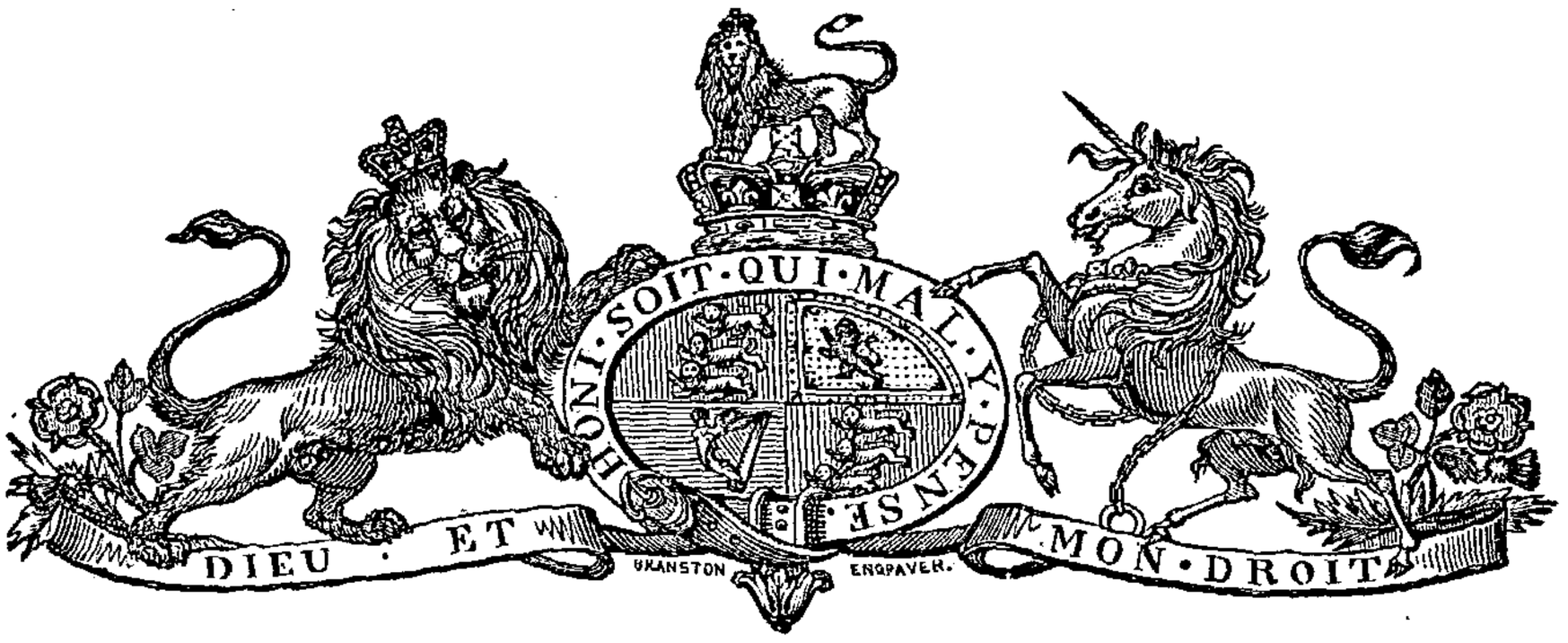


ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

***

(that is to say,) in Trust from Time to Time to place out and invest so much of the said Legacies or Sums of Thirty thousand Pounds and Ten thousand Pounds as should be raised and paid out of his Personal Estate therein-after charged with the Payment thereof in or upon Government or Real Securities, and from Time to Time to call in or dispose of the Principal Money so to be placed out or invested, and to place out or invest the same again in or upon any new or other Securities of the like Nature, at Interest, until the same should become due and payable by virtue of the Trusts and Directions of that his Will; and in Trust to permit the Residue of the said several Legacies or Sums of Thirty thousand Pounds and Ten thousand Pounds not so raised and paid out of his said Personal Estate as aforesaid to continue at Interest upon the Security of his Real Estate comprised in the Term of Three thousand Years therein-after limited to the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, in Trust as therein-after mentioned, until the same should become payable by virtue of the Trusts and Directions of his said Will, and in the meantime to bear Interest from his the said Testator's Decease after the Rate of Four Pounds *per Centum per Annum*, and no more; and as to the said first-mentioned Legacy or Sum of Thirty thousand Pounds, in Trust, during the Life of his Daughter *Mary Bunbury*, the Wife of *Walsh Hamilton Bunbury* Esquire, to pay the Interest or Dividends attending and accruing from the said Sum of Thirty thousand Pounds unto such Person or Persons, and for such Purpose, as she should from Time to Time, whether sole or married, by any Writing or Writings under her Hand, direct or appoint, and in default of such Direction or Appointment, then to the proper Hands of the said *Mary Bunbury*, to the Intent that the same might be for her separate Use, as therein mentioned; and from and after the Decease of the said *Mary Bunbury* the said Principal Sum of Thirty thousand Pounds should be in Trust for all and every the Child and Children of the said *Mary Bunbury*, in equal Shares and Proportions if more than One, the Share or respective Shares of such of the same Children as should be under the Age of Twenty-one Years at the Decease of the said *Mary Bunbury* to be paid when and as they should attain that Age, and the Share or respective Shares of such of the same Children as should attain the Age of Twenty-one Years in her Lifetime to be paid at the End of Twelve Calendar Months after her Decease; and as to the said Legacy or Sum of Ten thousand Pounds the said Testator did declare that the same should be upon the Trusts following; that is to say, in Trust to pay the Interest or Dividends attending the same to his Son *Matthew Russell*, his Executors or Administrators, for so long Time and during all the Time that the said *Mary Bunbury* should be under Coverture of her then present or any after-taken Husband, but subject nevertheless and without Prejudice to any Appointment which the said *Mary Bunbury* should or might make of the said Sum of Ten thousand Pounds, or any Part thereof respectively, to or in favour of any of her Children, by virtue of the Powers therein-after given to her in that Behalf; and from and after the Decease of her then present or any future-taken Husband, and for and during all the Time that the said *Mary Bunbury* should be a Widow, in Trust to pay the Interest or Dividends of the said Sum of Ten thousand Pounds to her the said

Mary Bunbury, during her Life and Widowhood as aforesaid, but subject nevertheless and without Prejudice to any such Appointment as aforesaid; and in case the said *Mary Bunbury* should have Two or more Children who should live to attain the Age of Twenty-one Years, then the said Sum of Ten thousand Pounds should be in Trust for all and every or such One or more (in exclusion of the rest) of the Children of the said *Mary Bunbury*, and in such Shares and Proportions, and to be payable at such Time or Times respectively, either in the Lifetime of the said *Mary Bunbury* or after her Death, as she the said *Mary Bunbury* should in manner therein mentioned appoint; and in default of such Appointment, and as to such Part or Parts of the said Legacy or Sum of Ten thousand Pounds to which such Appointment should not extend, in Trust for all and every the Child and Children of the said *Mary Bunbury* who should attain the Age of Twenty-one Years, in equal Shares and Proportions, and to be paid at the Times therein mentioned; and the said Testator did thereby declare and direct, that if the said *Mary Bunbury* should not have Two or more Children, or having such they should all (except One) die under the Age of Twenty-one Years, then the said Legacy or Sum of Ten thousand Pounds, or such Part thereof as should be raised and payable out of his the said Testator's said Personal Estate by virtue of his said Will, should, from and after the Death of his said Daughter, sink into the Residue of his Personal Estate, and go therewith as the same Residue was therein-after disposed of, and then also and in that Case the Residue of the said Principal Sum of Ten thousand Pounds which should continue on the Security of his said Real Estates as aforesaid should not be raised or payable; and the said Testator did give unto the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, the Legacy or Sum of Twenty-five thousand Pounds, and also the further Legacy or Sum of Ten thousand Pounds, upon the Trusts therein-after declared concerning the same respectively; (that is to say,) in Trust from Time to Time to place out and invest so much of the said Two several Legacies of Twenty-five thousand Pounds and Ten thousand Pounds as should be raised and paid out of his Personal Estate therein-after charged with the Payment thereof in or upon Government or Real Securities, and from Time to Time to call in and dispose of the Principal Money so to be placed out or invested, and to place out or invest the same again in or upon any new or other Securities of the like Nature, at Interest, until the same should respectively become payable by virtue of the Trusts and Directions of his said Will; and in Trust to permit the Residue of the same Legacies of Twenty-five thousand Pounds and Ten thousand Pounds, not so raised and paid out of his Personal Estate as aforesaid, to continue at Interest upon the Security of his Real Estates comprised in the said Term of Three thousand Years, therein-after given and limited to the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, in Trust as therein-after mentioned, until the same should respectively become payable by virtue of the Trusts and Directions of his said Will, and in the meantime to bear Interest from his Decease after the Rate of Four Pounds *per Centum per Annum*, and no more; and upon further Trust, during the Life of his Daughter Dame *Margaret Drummond*, the Wife of Lieutenant

tenant General Sir *Gordon Drummond*, to pay the Interest or Dividends attending or accruing due for the same Sums of Twenty-five thousand Pounds and Ten thousand Pounds respectively unto such Person or Persons and for such Purposes as she should from Time to Time, notwithstanding her Coverture, and whether sole or married, by any Writing or Writings under her Hand, direct or appoint, and in default of such Direction or Appointment then to the proper Hands of the said Dame *Margaret Drummond*, to the Intent that the same might be for her separate Use and Disposition, and might not be subject to the Debts, Control, Disposition, or Engagements of her then present or any after-taken Husband, and for which her Receipt, or the Receipts of the Person or Persons whom she should appoint to receive the same, should be a good and sufficient Discharge; and from and after the Decease of the said Dame *Margaret Drummond* the said Two Principal Sums of Twenty-five thousand Pounds and Ten thousand Pounds should be upon the Trusts therein-after declared of and concerning the same respectively; (that is to say,) in Trust for all and every the Child and Children of the said Dame *Margaret Drummond*, in equal Shares and Proportions if more than One, except as therein-after mentioned, the Share or respective Shares of such of the same Children as should be under the Age of Twenty-one Years at the Time of the Decease of the said Dame *Margaret Drummond* to be paid or transferred as and when he, she, or they should respectively attain that Age, and the Share or respective Shares of such of the same Children as should attain the Age of Twenty-one Years in her Lifetime to be paid or transferred at the End of Six Calendar Months next after her Decease; and the said Testator declared that if the said Dame *Margaret Drummond* should have One or more Son or Sons living at the Time of her Decease who should then have attained the Age of Twenty-one Years, then the original Share of the eldest of such Sons (in case there should be more than One such Son), or of such One Son (in case there should be only One such Son), of and in the said Principal Sum of Twenty-five thousand Pounds, should be double the original Share of any other of the Children of and in the same Money; and the said Testator declared, that if the said Dame *Margaret Drummond* should leave no Son or Sons living at the Time of her Decease who should then have attained the Age of Twenty-one Years, in that Case the original Share of such One of her said Sons as should first attain that Age of and in the said Sum of Twenty-five thousand Pounds should be double the original Share of any other of her Children of and in the same Money; and the said Testator thereby gave and devised his Castle and Manor or Lordship of *Brancepeth*, with the Appurtenances, and all and every the several other Manors or Lordships in the said County of *Durham* therein mentioned, with their respective Appurtenances, and all his Freehold Messuages, Lands, Tithes, Tenements, and Hereditaments situate or being in the several Towns, Townships, Precincts, or Territories therein named, or elsewhere in the said County of *Durham*, and several other Hereditaments therein mentioned or referred to, with the Rights, Members, and Appurtenances thereto respectively belonging, and all other his Real Estate whatsoever and wheresoever, of, in, or to which he was seised or possessed or entitled, either at

Law

Law or in Equity, or for the Purchase of which he had made any Contract or Agreement whatsoever, with their and every of their Appurtenances, (subject nevertheless, as to the Mansion House, Messuages, Lands, Tenements, and Hereditaments at *Newton Cap* and *Holywell* in the said County of *Durham*, to certain Gifts, Devises, Trusts, and Directions therein contained and declared of or concerning the same,) to the said *Rowland Burdon* and *John Hogg*, their Heirs and Assigns, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, and Directions therein-after limited, expressed, declared, or directed of or concerning the same, and in part herein-after mentioned; (that is to say,) to the Use of the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, for the Term of Three thousand Years, to be computed from his the said Testator's Decease, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Declarations therein-after expressed or declared of or concerning the same; and from and after the Expiration or other sooner Determination of the said Term of Three thousand Years, and subject in the meantime thereto and to the Trusts thereof, all and every the said Castle, Manors, or Lordships, Messuages, Lands, Tithes, Tenements, and Hereditaments, therein-before limited to the Use of the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, for the said Term of Three thousand Years, should (subject as to the said Hereditaments at *Newton Cap* and *Holywell* to the several Gifts, Devises, Trusts, and Declarations therein-before contained of and concerning the same) be to the Uses following; (that is to say,) to the Use of his the said Testator's Son *Matthew Russell*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of *Robert Taylor* of the Town and County of *Newcastle upon Tyne*, Gentleman, and *Thomas Humble* of *Blue House* in the Parish of *Washington* in the said County of *Durham*, Gentleman, and their Heirs, during the Life of the said *Matthew Russell*, upon Trust to preserve the contingent Uses and Estates therein-before limited; with Remainder to the Use of his the said Testator's Grandson *William Russell*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said *Robert Taylor* and *Thomas Humble*, and their Heirs, during the Life of the said *William Russell* the Grandson, in Trust to preserve the contingent Uses and Estates therein-after limited; with Remainder to the Use of the First and all and every other the Son and Sons of the Body of the said *William Russell* the Grandson lawfully to be begotten, successively according to their respective Seniorities in Tail; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the said *William Russell* the Grandson lawfully to be begotten, successively in Tail; with Remainder to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Matthew Russell* lawfully begotten or to be begotten, successively according to their respective Seniorities in Tail; with Remainder to the Use of the First and all and every other the Daughter and Daughters of the Body of the said *Matthew Russell* lawfully begotten or to be begotten, successively according

to their respective Seniorities in Tail, with divers Remainders over; and as to the said Term of Three thousand Years therein-before given and limited to the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, as aforesaid, the said Testator did thereby declare that the same was so given and limited to them upon the Trusts and to and for the Intents and Purposes therein-after declared of and concerning the same; (that is to say,) in Trust that they the said *Rowland Burdon* and *John Hogg*, and the Survivor of them, his Executors, Administrators, or Assigns, should, by and out of the Rents and Profits of the said Manors, Hereditaments, and Premises comprised in the said Term of Three thousand Years, or by Mortgage thereof or of any Part thereof, or by Sale of a competent Part thereof for all or any Part of the said Term, or by all or any of the same Ways and Means, levy and raise all such Sums of Money as should be sufficient to satisfy and discharge so much of his the said Testator's Debts and Funeral Expences, and the Annuities and pecuniary Legacies given by his said Will, as the Residue of his Personal Effects therein-after charged with the Payment thereof should not be adequate to pay and satisfy, and should use and apply the same accordingly; provided always, and the said Testator did thereby expressly order and direct, that so much of the said Four several Legacies or Sums of Thirty thousand Pounds and Ten thousand Pounds, Twenty-five thousand Pounds and Ten thousand Pounds, first therein-before given in Trust for the said *Mary Bunbury* and *Margaret Drummond* respectively, and their respective Issue as aforesaid, as should not be raised out of his Personal Estate therein charged with the Payment thereof, should continue at Interest upon the Security of his Real Estates comprised in the said Term of Three thousand Years until the same Legacies or Sums of Money should respectively become payable by virtue of the Trusts of that his Will, and should in the meantime bear Interest from the Time of his Decease after the Rate of Four Pounds *per Centum per Annum*, and no more, and upon certain further Trusts which have been incapable of Effect, with a Proviso, that when and as all the Trusts therein declared of the said Term of Three thousand Years should be perfected or satisfied or determined, and the Costs and Charges of the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, in or about the Execution and Performance thereof, should be satisfied and paid, the same Term of and in such Parts of the same Manors, Hereditaments, and Premises therein comprised as should not have been sold or mortgaged in pursuance and for the Purposes of the said Will, should absolutely cease and determine, and the Equity of Redemption of such Parts thereof as should have been mortgaged for the same Purposes should attend the Reversion and Inheritance thereof expectant upon the same Term; and in the said Will is contained a Power for the said *William Russell* the Grandson to charge the said Manors, Hereditaments, and Premises comprised in the said Term of Three thousand Years, or any Part thereof, subject nevertheless and without Prejudice to the Trusts therein-before declared for Payment of the Sums of Money therein-before directed to be paid thereout, with any Annuity or yearly Sum not exceeding the Sum of Three thousand Pounds, clear of all Taxes and Deductions, to any Woman or Women with whom the said *William Russell*

the Grandson might happen to intermarry, by way of Jointure, to be payable as therein mentioned, and with the usual Powers of Distress and Entry, and a Term of Years, for effectually securing and enforcing the Payment and Recovery thereof; and in the said Will were contained certain Powers of leasing the said Manors, Hereditaments, and Premises; and after devising and bequeathing certain Copyhold Hereditaments holden on Leases for Lives and Years respectively to the Persons and in manner therein mentioned, the said Testator bequeathed all the Rest and Residue of his Personal Estate and Effects whatsoever and wheresoever, not therein-before otherwise effectually disposed of, unto his said Son *Matthew Russell*, his Executors, Administrators, and Assigns, charged and chargeable, in the first place, with the Payment of all his just Debts and Funeral Expences, and the several Annuities and Legacies given by his said Will, exclusive of the Four several Legacies or Sums of Thirty thousand Pounds, Ten thousand Pounds, Twenty-five thousand Pounds, and Ten thousand Pounds, therein-before given in Trust for the said *Mary Bunbury* and *Margaret Drummond*, and their respective Issue as aforesaid, and after Payment of such Debts, Funeral Expences, Annuities, and Legacies as aforesaid, then charged and chargeable with the Payment of the said Four several Legacies or Sums of Thirty thousand Pounds, Ten thousand Pounds, Twenty-five thousand Pounds, and Ten thousand Pounds, or so much thereof as the same should then be sufficient to pay and satisfy; and the said Testator thereby appointed his said Son *Matthew Russell* sole Executor of his said Will: And whereas the said *William Russell* the Testator duly made, signed, and published a Codicil to his said Will, which Codicil bears Date on or about the Nineteenth Day of *December* One thousand eight hundred and sixteen, and did thereby revoke his said Will with respect to the said Legacy or Sum of Ten thousand Pounds thereby given, upon divers Trusts in the same Will declared, in favour and for the Benefit of the said *Margaret Drummond* and her Children as herein-before is mentioned, and all the Trusts thereby declared concerning the same, and did also revoke the Devise in his said Will contained of his said Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises at *Newton Cap* aforesaid, and all the Uses and Trusts thereby declared concerning the same; and after giving and devising the last-mentioned Capital and other Messuages, Lands, Tenements, Hereditaments, and Premises, unto and to the Use of *Thomas Robinson Grey* of *Newton* in the County of *Durham*, Esquire, and *Matthew Woodifield* of the *College* in or near the City of *Durham*, Gentleman, their Heirs and Assigns, upon certain Trusts for the Benefit of the said Sir *Gordon Drummond* and *Margaret Drummond* his Wife, and their Issue, and after reciting or noticing the aforesaid Devise contained in his said Will of the Castle and Manor or Lordship of *Brancepeth* aforesaid, and other the Manors, Lands, and Hereditaments in his said Will mentioned, the said Testator did by his said Codicil declare and direct that it should be lawful for the said *Rowland Burdon* and *John Hogg*, or the Trustee or Trustees for the Time being of the said Premises comprised in the said Term of Three thousand Years, by and with the Consent and Direction of the Person or Persons who, by virtue of the said Will and that Codicil thereto, should be entitled to the first

Codicil, dated 19th Dec. 1816.

Estate

Estate of Freehold and Inheritance in Possession of and in the said Manors, Hereditaments, and Premises comprised in the said Term of Three thousand Years, or any Part thereof immediately expectant upon the Determination of the said Term, (such Consent and Direction to be signified as therein mentioned,) to contract and agree with the said *Thomas Robinson Grey* and *Matthew Woodifield*, their Heirs or Assigns, for the absolute Purchase of the Inheritance in Fee Simple in Possession of and in the said Capital Messuage and other Messuages, Lands, Tenements, Hereditaments, and Premises, situate at *Newton Cap* aforesaid, therein-before devised, and that it should be lawful for the said *Thomas Robinson Grey* and *Matthew Woodifield*, their Heirs or Assigns, to contract and agree for the Sale and Conveyance of the same Messuages, Lands, Tenements, Hereditaments, and Premises, to be thereupon settled and conveyed to such and the same Uses, upon such and the same Trusts, and to and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Limitations, and Directions, as therein-after were limited, declared, or referred to of or concerning his said Castle or Lordship of *Brancepeth* aforesaid, and his other Lands and Hereditaments there; and the said Testator did thereby further declare and direct, that the Money which should be agreed to be paid for the Purchase of the said Premises at *Newton Cap* aforesaid should be raised by the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, or Assigns, by and out of the said Premises comprised in the said Term of Three thousand Years, (with the Exception only of his Estates at *Bletchingley*, *Saltash*, and *Holywell*, in his said Will mentioned,) and by the Ways and Means in his said Will expressed for raising and paying thereout the yearly and other Sums of Money therein mentioned; and the said Testator thereby directed, that the Money which should arise by such Sale of the Premises at *Newton Cap* aforesaid should be applied in the Manner therein mentioned; and as to the said Testator's said Castle and Manor of *Brancepeth* aforesaid, and all and singular his other Manors, Messuages, Lands, Tithes, Tenements, and Hereditaments whatsoever, by his said Will devised unto the said *Rowland Burdon* and *John Hogg*, their Heirs and Assigns, the said Testator did thereby further revoke the several Uses, Trusts, and Estates, Powers, Provisoes, Limitations, and Directions, in and by his said Will given, created, and contained of, in, and concerning the same Castle, Manors, and Hereditaments, so far as might be necessary to give Effect to the said Codicil now in recital, and he did thereby give and devise the same Castle, Manors, Hereditaments, and Premises, and all other his Real Estates, (except only his said Estate at *Newton Cap*, *Blechingley*, and *Saltash* aforesaid,) unto the said *Rowland Burdon* and *John Hogg*, their Heirs and Assigns, to the following Uses; (that is to say,) to the Use of the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, for the Term of Three thousand Years, to be computed from his Decease, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes, Declarations, and Directions therein-after expressed, declared, and directed or referred to of and concerning the same; and from and after the Expiration or other sooner Determination of

of the said Term of Three thousand Years, and in the meantime subject thereto, and to all and singular the Trusts thereof, and also subject, as to his Mansion House and Grounds at *Holywell*, to the Devise thereof to his Wife for her Life, or for so long as she should continue to reside therein, upon the Terms and in the Manner mentioned and expressed in his said Will, all and every the said Castle, Manor, or Lordships, Messuages, Lands, Tithes, Tenements, and Hereditaments, therein-before limited in Use to the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, for the Term of Three thousand Years, should be to the Use of such Person and Persons, and for such Estate and Estates, Use and Uses, Intents and Purposes, and upon, under, and subject to such Trusts, Charges, Conditions, Powers, Restrictions, Limitations, and Provisoes, and in such Manner and Form, as his said Son *Matthew Russell*, at any Time or Times during his Life, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be executed and attested as therein mentioned, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, or by any Writing or Writings purporting to be or in the Nature of his last Will and Testament, or a Codicil or Codicils thereto, to be signed and published by him in the Presence of and attested by Three or more credible Witnesses, should direct, limit, give, devise, or appoint; and in default of and until such Direction, Limitation, Gift, Devise, or Appointment, to, for, and upon such and the same Uses, Trusts, Estates, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Limitations, and Directions, as were in and by his said Will expressed, declared, and contained of and concerning his said Castle, Manor, and Hereditaments subsequently, and subject to the said Term of Three thousand Years thereby limited to the Use of the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns; and as to the said Term of Three thousand Years by the said Codicil given and limited to the said *Rowland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, the said Testator did thereby declare, that the same were so given and limited to them upon the same Trusts, and to and for the same Intents and Purposes, and with and under the same Powers, Provisions, and Restrictions, as were in his said Will mentioned, declared, and directed of and concerning the said Term of Three thousand Years thereby given and limited to the said *Roland Burdon* and *John Hogg*, their Executors, Administrators, and Assigns, save only and except as to the said Sum of Ten thousand Pounds, the Trusts whereof were by his said Will declared in favour and for the Benefit of the said *Margaret Drummond* and her Children, and which Bequest and Trusts of the said Sum of Ten thousand Pounds were by that Codicil revoked as therein and herein before mentioned: And whereas the said *William Russell* the Testator died on or about the Eighth Day of *June* One thousand eight hundred and seventeen: And whereas the Lands specified in the First Part of the Schedule to this Act are Lands within the said Manor or Lordship and Parish of *Brancepeth* and elsewhere in the said County of *Durham* which were devised by the said Will and Codicil respectively of the said *William Russell* deceased, as herein-before is mentioned: And whereas

Death of Wm. Russell the Testator, 8th June 1817.

whereas all the Debts and Legacies given by the said Will of the said *William Russell* deceased were paid out of his Personal Estate, except the said Legacies of Thirty thousand Pounds and Ten thousand Pounds given for the Benefit of the said *Mary Bunbury* and her Children, and the said Legacy of Twenty-five thousand Pounds given for the Benefit of the said Dame *Margaret Drummond* and her Children, and all the Annuities bequeathed by the said Will of the said *William Russell* deceased have determined by the Deceases of the respective Annuitants, except an Annuity of Ten Pounds payable to *George Armstrong* during his life: And whereas the said *Mary Bunbury* died on or about the Twenty-third Day of *April* One thousand eight hundred and thirty-two: And whereas there was Issue of the said *Mary Bunbury* One Child only, namely, *Mary Diana Bunbury*, and the said *Mary Diana Bunbury* attained the Age of Twenty-one Years in the Lifetime of the said *Mary Bunbury*, and hath since, (that is to say,) on or about the Twenty-seventh Day of *February* One thousand eight hundred and thirty-three, intermarried with and is now the Wife of *Henry Mill Bunbury* of *Grantford House* in the County of *Berks*, Esquire: And whereas there hath been Issue of the said Sir *Gordon Drummond* and Dame *Margaret* his Wife Three Children, and no more, (that is to say,) *Gordon Drummond* Esquire, a Captain in Her Majesty's Army, the eldest Son and Heir Apparent of the said Sir *Gordon Drummond*, *William Russell Drummond* Esquire, and the Honourable *Eliza Howard*, the Wife of the Right Honourable *Henry Howard* commonly called Lord *Howard* of *Effingham*, eldest Son and Heir Apparent of the Right Honourable the Earl of *Effingham*: And whereas the said *Gordon Drummond* and *Eliza Howard* have both attained the Age of Twenty-one Years; and the said *William Russell Drummond* attained the Age of Twenty-one Years, and afterwards died a Bachelor and intestate, and Administration of his Goods, Chattels, and Effects was, on or about the Twentieth Day of *April* One thousand eight hundred and thirty-six, granted by the Prerogative Court of the Archbishop of *Canterbury* to the said Sir *Gordon Drummond*: And whereas the said *Matthew Russell* intermarried with *Elizabeth Tennyson* on or about the Twenty-third Day of *January* One thousand seven hundred and ninety-eight, and had Issue by her Two Children, namely, the said *William Russell* the Grandson, and *Emma Maria Russell* (now *Emma Maria Hamilton*, the Wife of the Honourable *Gustavus Frederick Hamilton*, the only Son and Heir Apparent of the Right Honourable *Gustavus* Viscount *Boyne*): And whereas the said *Matthew Russell* duly made, signed, and published his last Will and Testament in Writing, bearing Date the First Day of *October* One thousand eight hundred and eighteen, and thereby, after reciting or noticing the said Will and Codicil of the said *William Russell* deceased, he the said *Matthew Russell* did, by that his last Will and Testament by him duly signed and published in the Presence of Three credible Persons whose Names are subscribed as Witnesses to the Execution thereof, direct, limit, and appoint that all that the Castle and Manor or Lordship of *Brancepeth* aforesaid, with the Appurtenances, and all the Messuages, Lands, Tenements, Tithes, and Hereditaments situate, being, or arising in the

Will of Matthew Russell, dated 1st Oct. 1818.

Parish of *Brancepeth* aforesaid, being Part and Parcel of the said Premises comprised in the said Term of Three thousand Years created by the said Codicil, should (subject and without Prejudice to the Trusts in and by the said Codicil expressed or declared of or concerning the said Term of Three thousand Years thereby created as aforesaid) remain and be to and for the several Uses, Intents, and Purposes therein-after expressed or declared of or concerning the same; (that is to say,) to the Use, Intent, and Purpose that his the said Testator *William Russell*'s Wife, *Elizabeth Russell*, and her Assigns, should from and after his Decease have, receive, and take thereout, for and during her natural Life, the Annuity or yearly Sum of Two thousand four hundred Pounds of lawful Money, *English* Currency, free from Taxes, and clear of all other Deductions whatsoever, over and above and in addition to the Annuity or yearly Sum of Six hundred Pounds secured to her by their Marriage Settlement, the said additional Annuity of Two thousand four hundred Pounds to be payable at or upon the same Days or Times and in the same Manner as by such Settlement was appointed for the Payment of the said Annuity or yearly Sum of Six hundred Pounds; the first Payment of the said Annuity or yearly Sum of Two thousand four hundred Pounds to begin and be made on such of those Days of Payment as should first happen next after his the same Testator's Decease, with the usual Powers of Distress and Entry for Nonpayment of the said Annuity or yearly Sum of Two thousand four hundred Pounds; and, subject to the said Annuity or yearly Sum of Two thousand four hundred Pounds, and to the Remedies and Powers thereby given and provided for securing and enforcing the Recovery and Payment thereof, the said Castle, Manor, Hereditaments, and Premises thereby charged with the Payment of the same Annuity or yearly Sum should be to the Use of the said Sir *Gordon Drummond* and *Thomas Robinson Grey*, and of the Right Honourable *Charles Tennyson d'Eyncourt* (then *Charles Tennyson* Esquire), their Executors, Administrators, and Assigns, for and during the Term of Four thousand Years, to be computed from his the said Testator *William Russell*'s Decease, without Impeachment of Waste, upon the Trusts, and to and for the Intents and Purposes, and subject to the Provisoes and Declarations therein-after expressed or declared concerning the same; and from and after the Expiration or sooner Determination of the said Term of Four thousand Years, and subject in the meantime thereto and to the Trusts thereof, the said Castle, Manor, Hereditaments, and Premises thereby limited in Use to the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt* as aforesaid, should go, remain, and be to such and the same Uses, and to and for such and the same Estates, Trusts, Intents, and Purposes, and with and under and subject to such and the same Powers, Provisoes, and Declarations, as in and by the said Will of the said Testator *William Russell* were limited, appointed, expressed, declared, or directed of or concerning the same Castle, Manor, Hereditaments, and Premises, to take effect from and immediately after his the said *Matthew Russell*'s Decease, or as near thereto as might be, and the Deaths of the Persons and other Circumstances would admit of; and the said Testator *Matthew Russell* did thereby declare, direct, and appoint that the said Sir *Gordon Drummond*, *Thomas*

Thomas Robinson Grey, and *Charles Tennyson d'Eyncourt*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in the said Term of Four thousand Years therein-before limited and appointed to them as aforesaid, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Declarations, therein-after expressed or declared of or concerning the same; (that is to say,) upon the Trusts therein mentioned for raising and paying the said Annuity or yearly Sum of Two thousand four hundred Pounds therein-before limited and appointed to his said Wife for her Life as aforesaid, and subject to the raising and paying of the said Annuity or yearly Sum of Two thousand four hundred Pounds as aforesaid, upon Trust that they the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, by Mortgage of the said Castle, Manor, Hereditaments, and Premises comprised in the said Term of Four thousand Years, or of any Part of the same Premises, for all or any Part of the same Term, or by Sale of a competent Part of the same Premises for all or any Part of the same Term, or by and out of the Rents and Profits of the same Premises, or by all or any of the same Ways and Means, raise and levy within Six Calendar Months next after his Decease all such Sums of Money as should be sufficient to discharge such Part of the Sum of Sixty thousand Pounds therein-after directed to be raised and set apart out of his Personal Estate therein-after made subject and liable thereto as his said Personal Estate so charged therewith should not be adequate to pay and satisfy, with Interest for the same from the Time of his Decease until the actual Payment thereof after the Rate of Five Pounds *per Centum per Annum*, without any Deduction or Abatement for Taxes or otherwise howsoever, and should retain the Sum and Sums of Money and Interest thereby directed to be raised as last mentioned upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Powers, Provisoes, and Declarations, therein-after expressed or directed of or concerning the same; and the said Testator *Matthew Russell* did thereby expressly order and direct, that so much of the said Sum of Sixty thousand Pounds as should not be raised out of his Personal Estate therein-after charged with the Payment thereof should continue at Interest upon the Security of the said Premises comprised in the said Term of Four thousand Years until the same should become payable by virtue of the Trusts of that his Will, and should in the meantime bear Interest from the Day of his Decease after the Rate aforesaid; and the said Testator *Matthew Russell* did declare and direct, that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors, Administrators, and Assigns, should permit and suffer the Residue and Surplus of the Rents and Profits of the said Castle, Manor, Hereditaments, and Premises comprised in the said Term of Four thousand Years, therein-before limited to them as aforesaid, which should remain after, and should not be issued and applied in, for, or towards the Execution and Performance of the Trusts of the same Term, to be had, received, and taken by the Person or Persons to whom the Reversion or Remainder of the same Premises immediately expectant upon the Determination of the same Term should for the Time being belong;

and

and that when and as all the Trusts therein declared of the said Term of Four thousand Years should be performed, satisfied, and determined, and the Costs and Charges of the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors, Administrators, and Assigns, in and about the Execution and Performance thereof, satisfied and paid, then and from thenceforth the said Term of Four thousand Years, of and in such Part of the said Castle, Manor, Hereditaments, and Premises therein comprised as should not have been sold or mortgaged in pursuance and for the Purposes of that his Will, should cease and determine, and the Equity of Redemption of such Parts thereof as should have been mortgaged for the same Purposes should attend the Reversion and Inheritance thereof expectant upon the same Term; and the said Testator *Matthew Russell* declared that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt* should, within Six Calendar Months next after his Decease, raise and set apart, out of his Personal Estate therein-after charged therewith, the Sum of Sixty thousand Pounds, upon Trust to place out or invest the same Sum in or upon Government or Real Securities at Interest, and from Time to Time to call in or dispose of the Principal Money so to be placed out or invested, and to place out or invest the same again in or upon new or other Securities of the like Nature at Interest, until the same should become payable by virtue of the Trusts and Directions therein-after contained; and the said Testator *Matthew Russell* did declare, that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in the said Sum of Sixty thousand Pounds therein-before directed to be placed out at Interest, upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Powers, Provisoes, and Declarations, therein-after expressed or declared of or concerning the same; (that is to say,) in Trust during the Life of his Daughter the said *Emma Maria Hamilton* (then *Emma Maria Russell*) to pay the Interest, Dividends, and yearly Proceeds arising and to be produced from the same Sum of Sixty thousand Pounds, as and when the said Interest, Dividends, and yearly Proceeds shall come in and be received, unto such Person and Persons and for such Purposes as his said Daughter *Emma Maria Hamilton*, whether sole or married, and notwithstanding her Coverture, should from Time to Time, by any Writing or Writings under her Hand, direct or appoint, and for want of and until such Direction or Appointment into the proper Hands of her the said *Emma Maria Hamilton*, to the Intent that the same might be for her separate and peculiar Use and Disposition, and might not be subject or liable to the Debts, Dispositions, Engagements, Power, or Control of any Person with whom she might happen to marry, and for which her Receipt or Receipts, or the Receipt or Receipts of the Person or Persons whom she should appoint to receive the same, notwithstanding her Coverture, and whether she should be sole or married, be a sufficient Discharge for the same to the Trustee or Trustees for the Time being paying the same; and from and after the Decease of his said Daughter *Emma Maria Hamilton* the said Principal Money therein-before directed to be placed out at Interest as aforesaid should

be upon such Trusts, and to and for such Intents and Purposes, and subject to such Powers, Provisoes, and Limitations, and in such Manner and Form, either absolutely or conditionally, as the said *Emma Maria Hamilton*, whether sole or married, and notwithstanding her Coverture, by her last Will and Testament in Writing, or any Writing purporting to be or in the Nature of her last Will and Testament, to be by her signed and published as therein mentioned, should give, direct, or appoint; and in default of such Gift, Direction, or Appointment, and in the meantime until such Gift, Direction, or Appointment should be made and take effect, the same Principal Money should be in Trust for all and every the Child and Children of his said Daughter *Emma Maria Hamilton* lawfully to be begotten, in equal Shares if more than One, the said Share or respective Shares to be considered as vested Interests in such Child or Children as and when he or they should respectively attain the Age of Twenty-one Years, but to be paid at the respective Times therein-after mentioned; (that is to say,) the Share or respective Shares of such of the said Children as should be under the Age of Twenty-one Years at the Decease of his said Daughter *Emma Maria Hamilton* to be paid as and when he, she, or they respectively should attain that Age, and the Share or respective Shares of such of the said Children of his said Daughter *Emma Maria Hamilton* as should attain the Age of Twenty-one Years in her Lifetime to be paid at the End of Six Calendar Months next after her Decease, with the Interest attending the same from the Time of her Decease until the actual Payment thereof; and the said Testator did thereby declare and direct, that if any One or more of the said Children of his said Daughter *Emma Maria Hamilton* should die under the Age of Twenty-one Years, then and in every such Case, and thenceforth, as well the original Share as every other Share of him, her, or them so dying of and in the said Principal Money therein-before directed to be placed out at Interest as aforesaid, should be in Trust for the others or other of them, in equal Shares if more than One, but should not be vested or payable sooner than the original Share or Shares of such other or others of them should respectively become vested and payable as therein-before mentioned; and the said Testator declared, that if his said Daughter should have no Child or Children lawfully to be begotten, or being such Child or Children all of them should die before any of them should attain the Age of Twenty-one Years, then and in that Case the said Principal Money therein-before directed to be placed out at Interest as aforesaid should be in Trust for his the said Testator *Matthew Russell*'s only Son, the said *William Russell* the Grandson, his Executors, Administrators, and Assigns; and after giving certain specific and pecuniary Legacies the said Testator *Matthew Russell* gave and bequeathed all the Rest and Residue of his Personal Estate and Effects to the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, upon the Trusts therein mentioned; and he thereby appointed the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, Executors of his said Will, and appointed his Wife *Elizabeth Russell* during her Life, and from and after her Decease the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, and the Survivors and Survivor of them, Guardians and Guardian of such Child or Children as he should

have living at the Time of his Death, or born alive afterwards, until he, she, or they should respectively attain the Age of Twenty-one Years: And whereas the said *Matthew Russell* duly made, signed, and published a Codicil to his said Will, which Codicil bears Date the Third Day of *May* One thousand eight hundred and twenty-two, and thereby, after revoking the Bequest in the said Will contained of his Ready Money, and Money upon Securities, and other his Personal Estate not by his said Will specifically disposed of, the said Testator gave and devised all the Messuages, Lands, Tenements, Tithes, and Hereditaments situate, lying, and being in the Counties of *Durham* and *York*, or either of them, whereof he, or any Person or Persons in Trust for him, was or were seised in Possession, Reversion, Remainder, or Expectancy, or over which he had any disposing Power otherwise than under or by virtue of the Will and Codicil of his said then late Father, with their and every of their Appurtenances, unto the said *Charles Tennyson d'Eyncourt* and *Thomas Robinson Grey*, their Heirs and Assigns, to such and the same Uses, upon and for such and the same Trusts, and with, under, and subject to such and the same Powers, Provisoes, and Declarations, as in and by the said Will of his said Father were limited, expressed, and declared of and concerning the Manor or Lordship and Castle of *Brancepeth* aforesaid, in Remainder expectant upon and to take effect from and immediately after his the said *Matthew Russell*'s Decease, but not so as to make duplicate or cumulative Powers, Charges, or Provisions: Provided always, and the said Testator declared, that in case there should be a Failure of Issue of the respective Bodies of his Son the said *William Russell* the Grandson and his Daughter the said *Emma Maria Hamilton* (then *Emma Maria Russell*) to take under the Uses therein-before by Reference declared of his said Estates thereby devised, then and in such Case it should be lawful for his said Son *William Russell*, by his last Will and Testament in Writing, or any Writing purporting to be or in the Nature of his last Will and Testament, or any Codicil thereto, to be respectively executed as therein mentioned, to revoke and make void all and every the Uses, Trusts, Powers, Provisoes, and Declarations limited to take effect upon, from, and after such Failure of Issue as aforesaid, and to direct, limit, and appoint any new or other Uses, Trusts, Powers, Provisoes, and Declarations of and concerning his said Estates thereby devised, or any Part thereof; and the said Testator gave and bequeathed unto the said *William Russell* the Grandson, and the said *Charles Tennyson d'Eyncourt* and *Thomas Robinson Grey*, their Executors, Administrators, and Assigns, all the Collieries, Coal Mines, and Seams of Coal, and Parts and Shares of Collieries, Coal Mines, and Seams of Coal, as well opened as not opened, and Wayleaves, which he should hold at the Time of his Decease under any Lease or Agreement for a Lease, and all his Share, Right, and Interest in the Live and Dead Stock, Materials, and Effects which should at the Time of his Decease be in use upon or belong to the said Collieries and Coal Mines, to hold the same unto the said *William Russell* the Grandson, *Charles Tennyson d'Eyncourt*, and *Thomas Robinson Grey*, their Executors, Administrators, and Assigns, upon Trust to carry on and work the same in the Way and Manner therein mentioned, for the Term or Period of Fifteen Years from his the said Testator's Decease, unless his Interest therein should sooner

Codicil to Will of Matthew Russell, dated 3d May 1822;

sooner determine, or it should seem expedient sooner to discontinue the same; and from and after the End or Expiration of the said Term of Fifteen Years, and subject to the Trusts and Directions therein-before declared and directed to take effect during that Period, the said Testator *Matthew Russell* declared, that the said *William Russell* the Grandson, *Charles Tennyson d'Eyncourt*, and *Thomas Robinson Grey*, their Executors, Administrators, and Assigns, should stand and be possessed of and interested in all his said Collieries, Coal Mines, Seams of Coal, and Wayleaves, and Parts and Shares of Collieries, Coal Mines, Seams of Coal, and Wayleaves, and any Interest to be acquired by Renewal therein, and the said Live and Dead Stock, Materials, and Effects, and the Profits thenceforth to arise therefrom, upon the Trusts therein referred to; and the said Testator *Matthew Russell* gave and bequeathed all his Ready Money, and Monies in the Public Funds, and all his Money due upon Security, and Securities for the same, and all the Rest, Residue, and Remainder of his Personal Estate and Effects, not by his Will or the said Codicil thereto specifically bequeathed, which should remain after Payment of his Debts, Legacies, and Funeral Expences, unto his said Son *William Russell*, and the said *Charles Tennyson d'Eyncourt* and *Thomas Robinson Grey*, their Executors, Administrators, and Assigns, upon Trust, as soon as conveniently might be after his Decease, to get in and receive, and convert the same into Money, and to stand possessed of the Money to arise therefrom, upon Trust that the said *William Russell*, *Charles Tennyson d'Eyncourt*, and *Thomas Robinson Grey*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should, by and out of his Personal Estate, with all convenient Expedition after his Decease, complete and finish the Repairs and new Buildings of the Castle at *Brancepeth*, and the Offices thereto belonging, and the fitting up and furnishing of the same, according to the Designs and Plans then in prosecution by him the said Testator, if the same should not be prosecuted in his Lifetime; and should in the next place, by and out of the said Personal Estate, pay to the Trustees in his said Will named for that Purpose the Sum of Sixty thousand Pounds, and the Interest for the same, for the Benefit of his Daughter the said *Emma Maria Hamilton*, at the Times and in the Manner in and by his said Will directed in respect thereto, to be by them applied upon and for the Trusts and Purposes by his said Will declared concerning the same; and should in the next place, from Time to Time, apply any Part or Parts of his said residuary Personal Estate as to them or him should seem necessary and proper in aid of his Share of the Capital Stock and Effects upon or belonging to the said Collieries, as and when it should seem expedient so to do, for the effectually and advantageously carrying on and conducting the Concerns of his said Collieries and Coal Mines in the Way and Manner therein-before directed; and as to all the Monies which should arise from the net Gains and Profits of his said Collieries and Coal Mines during the said Term of Fifteen Years, and also as to the Monies to arise from the Residue of his Personal Estate and Effects thereby bequeathed to the said *William Russell* the Grandson, *Charles Tennyson d'Eyncourt*, and *Thomas Robinson Grey*, subject to and after answering the several Trusts and Purposes therein-before declared, the said *William Russell*, *Charles*

Charles Tennyson d'Eyncourt, and *Thomas Robinson Grey*, their Executors, Administrators, and Assigns, should stand and be possessed thereof upon Trust that they, and the Survivors or Survivor of them, and the Executors and Administrators of such Survivor, should from Time to Time lay out and invest the same in the Purchase of Freehold, Copyhold, or Customary Lands and Hereditaments, to be situate somewhere in *England*, and as contiguous to or convenient to be held with the said Manors or Lordships, Hereditaments and Premises, devised by the said Will of his the said Testator's said Father, and his the said Testator's Estates thereby devised, as might be, and should from Time to Time convey, settle, and assure all and every the Estates and Hereditaments so to be purchased to such and the same Uses, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, and Declarations, as were therein-before limited, expressed, and declared of and concerning the said Freehold Estates and Hereditaments thereby devised, or as near thereto as the Deaths of Parties and other intervening Circumstances would then admit of, but not so as to make duplicate or cumulative Powers, Charges, and Provisions: And whereas the said *Matthew Russell* died on or about the Sixth Day of *May* One thousand eight hundred and twenty-two, leaving his said Son *William Russell* his only Son and Heir at Law, and the said *Emma Maria Hamilton* (then *Emma Maria Russell*) his only Daughter, and no other Issue; and on or about the Twenty-second Day of *June* One thousand eight hundred and twenty-two the said Will and Codicil of the said *Matthew Russell* were duly proved by the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, the Executors in the same Will named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the Lands specified in the Second Part of the said Schedule to this Act are Lands within the said Manor or Lordship and Parish of *Brancepeth* and elsewhere in the said County of *Durham* which were devised by the said Codicil of the said *Matthew Russell*: And whereas the Messuages, Lands, and Hereditaments comprised in the Third Part of the said Schedule to this Act were respectively purchased by the said *William Russell* the Grandson, *Charles Tennyson d'Eyncourt*, and *Thomas Robinson Grey*, as Trustees under the herein-before recited Codicil of the said *Matthew Russell*, with Monies which were applicable for the Purchase of Lands or Hereditaments under the aforesaid Trust or Devise in that Behalf in the same Codicil declared or contained: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-first Day of *March* One thousand eight hundred and twenty-eight, made in a Cause then and there depending, in which the said *Elizabeth Russell* and *Emma Maria Hamilton*, then *Emma Maria Russell*, an Infant under the Age of Twenty-one Years, by the said *Elizabeth Russell* her next Friend, were Plaintiffs, and the said *William Russell* the Grandson, Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, then *Charles Tennyson*, were Defendants, it was ordered that it should be referred to *John Edmund Dowdeswell* Esquire (the Master to whom the said Cause stood referred) to inquire and state to the Court whether the proposed Marriage between the said *Gustavus Frederick Hamilton* and *Emma Maria*

Maria Hamilton was a proper Marriage for the said *Emma Maria Hamilton* to contract; and it was ordered that if the said Master should be of opinion that the said proposed Marriage was a proper Marriage, then the said Master should be at liberty to receive Proposals for proper Settlements to be made on such Marriage; and the said Master was to state the same, with his Opinion thereon, to the Court: And whereas the said Master, by his Report bearing Date on or about the Twenty-second Day of *April* One thousand eight hundred and twenty-eight, made pursuant to the said Order, certified that a State of Facts and Proposals for Settlements on the said then intended Marriage had been laid before him by the said *Gustavus Frederick Hamilton*, and that the said *Gustavus Frederick Hamilton* had, with respect to the Real and Personal Estate of the said *Emma Maria Hamilton*, proposed that the said *Emma Maria Hamilton* should by Deed appoint that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors and Administrators, should, in case the said then intended Marriage should take effect, and thenceforth during the natural Life of the said *Emma Maria Hamilton*, stand possessed of the said Sum of Sixty thousand Pounds given to or provided for her by the Will of her said Father the said *Matthew Russell* deceased, and the Accumulations thereof, and the Stocks and Securities of which the same should from Time to Time consist, upon Trust during the joint Lives of the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton*, out of the annual Produce of the said Sixty thousand Pounds, and Accumulations, Stocks, Funds, and Securities, as the same should arise and become due, to levy and raise the annual Sum of Six hundred Pounds, free and clear of all Taxes and Deductions, and to pay the same by half-yearly Payments unto such Person or Persons as the said *Emma Maria Hamilton* should by Writing under her Hand appoint, notwithstanding Coverture, but not by way of Anticipation, and in default of such Appointment to pay the same from Time to Time into the proper Hands of the said *Emma Maria Hamilton* for her sole and separate Use, and not to be subject to the Debts, Control, Contracts, or Engagements of the said *Gustavus Frederick Hamilton*, and for which the Receipt of the said *Emma Maria Hamilton*, or of her Appointee, should alone be a sufficient Discharge; and that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, or the Survivor of them, his Executors and Administrators, should, during the joint Lives of the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton*, pay unto or permit and suffer the said *Gustavus Frederick Hamilton* and his Assigns to receive and take the Surplus of the said annual Produce of the said Sixty thousand Pounds, and Accumulations, Stocks, Funds, and Securities, which should remain after answering and paying the said Sum of Six hundred Pounds *per Annum*, for his and their own Use and Benefit; and in case the said *Gustavus Frederick Hamilton* should die in the Lifetime of the said *Emma Maria Hamilton*, then that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors and Administrators, should apply and dispose of the whole of the annual Produce of the said Sixty thousand Pounds, and Accumulations, Stocks, Funds, and Securities, unto such Person or Persons as the said *Emma Maria Hamilton* should from Time to Time after the

Decease of the said *Gustavus Frederick Hamilton*, by Writing under her Hand, appoint, for her sole and separate Use, independent of any Husband whom she should marry after the Death of the said *Gustavus Frederick Hamilton*, and not to be subject to the Debts, Contract, or Control of any future Husband; and that the said *Emma Maria Hamilton* should covenant with the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, that in case the said then intended Marriage should take effect she the said *Emma Maria Hamilton* should not at any Time exercise the Power of Appointment by Will given or reserved to her in and by the said Will of the said *Matthew Russell*, as therein and herein before is mentioned, so as to hinder or prevent the Sum of Fifty thousand Pounds Sterling at the least, and the Stocks, Funds, and Securities upon which the same might be invested, (Part of the said Sum of Sixty thousand Pounds, and Accumulations, Stocks, Funds, and Securities,) from devolving upon or vesting in the Child or Children of the said *Emma Maria Hamilton*, pursuant to the Will of the said *Matthew Russell*, in default of the Appointment thereby authorized to be made thereof by the said *Emma Maria Hamilton* as aforesaid; except that she the said *Emma Maria Hamilton* might, by her last Will and Testament in Writing, signed, published, and attested as required by the Will of the said *Matthew Russell*, (notwithstanding Coverture,) direct or appoint the Whole or any Part of the Interest, Dividends, and annual Produce of the said Fifty thousand Pounds, or the Stocks, Funds, or Securities upon which the same might be invested, unto or for the Benefit of the said *Gustavus Frederick Hamilton*, or any after-taken Husband, for the Life of the said *Gustavus Frederick Hamilton* or such after-taken Husband; and except that she might by her last Will and Testament (notwithstanding Coverture) give, direct, or appoint the Whole or any Part of the said Fifty thousand Pounds, and the Stocks, Funds, and Securities upon which the same might be invested, unto, between, or amongst all, or any One or more exclusively of the others or other, of the Child or Children of the said then intended Marriage, at such Age or Ages, Days or Times, and in such Parts, Shares, and Proportions, and with, under, and subject to such Conditions, Restrictions, Charges, and Limitations over (such Limitations over being for the Benefit of such Child or Children as aforesaid, or some or one of them), as she the said *Emma Maria Hamilton* should think fit; with a Proviso that in case there should be no Child of the said then intended Marriage, or, being any Child or Children of the said then intended Marriage, in case no such Child should live to attain the Age of Twenty-one Years, then and in such Case the said proposed Covenant on the Part of the said *Emma Maria Hamilton*, for restraining her from exercising the Power reserved to her by the said recited Will of the said *Matthew Russell* of appointing the said Sum of Fifty thousand Pounds, and Accumulations, Stocks, Funds, and Securities, as therein-before was mentioned, should thenceforth cease, determine, and be no longer available; and with respect to the reversionary Estate of the said *Emma Maria Hamilton* in the Estates so devised by the said Wills and Codicils of the said *William Russell* the Grandfather and *Matthew Russell* as aforesaid (the said *William Russell* the Grandson, the Tenant for Life in Possession

Possession of the same Estates, having signified before the said Master his Willingness to concur in making a Tenant to the Præcipe, for suffering a Recovery or Recoveries thereof), the said *Gustavus Frederick Hamilton* proposed that the said *William Russell* the Grandson, and he the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton* his then intended Wife, and all other necessary and proper Parties, should convey and assure the said Castle and Manor of *Brancepeth*, and all and singular other the Estates to which the said *Emma Maria Hamilton*, by virtue of the said Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*, or any of them, was then entitled, for an Estate Tail in Remainder expectant upon the Decease and Failure of Issue of the said *William Russell* the Grandson as aforesaid, (or might thereafter, by means of Purchases to be made of Lands and Hereditaments, in pursuance of the Trusts declared in and by the said recited Codicil to the Will of the said *Matthew Russell*, for laying out in the Purchase of Lands the Monies which should arise from the net Gains and Proceeds of his said Collieries and Coal Mines during the said Term of Fifteen Years, and the Monies to arise from the Residue of his Personal Estate,) to some proper Person or Persons, and his or their Heirs, during the joint Lives of the said *William Russell* the Grandson and such Person or Persons, to the Intent to make him or them Tenant or Tenants to the immediate Freehold of the said Estates, in order that One or more good and sufficient Common Recovery or Common Recoveries might be had and suffered thereof, in which the said *Emma Maria Hamilton* should be vouched so and in such Manner as to bar and destroy her said Estate Tail in Remainder, and all Limitations and Remainders over expectant or dependent thereon; which Recovery or Recoveries should be declared to enure, in the first place, to the Use, Intent, and Purpose, to confirm the Estate for Life therein of the said *William Russell* the Grandson, and all Powers and Privileges relating, annexed, or collateral to such Estate for Life, and also to confirm the contingent Limitations or Remainders to the Issue in Tail of the said *William Russell* the Grandson therein-before mentioned; and, subject and without prejudice to such Uses and Intents, to the Use of Trustees for the Term of Ninety-nine Years, without Impeachment of Waste (except cutting down or felling Trees for Shelter or Ornament), upon the Trusts therein-after proposed concerning the same Term; with Remainder to the Use of the said *Emma Maria Hamilton* and her Assigns, for Life, without Waste (except as aforesaid); with Remainder to the Use of Trustees and their Heirs during the Life of the said *Emma Maria Hamilton*, upon Trust to preserve contingent Remainders; with Remainder as for and concerning all the same Estates (except the Mansion House, Gardens, Park, and Pleasure Grounds of *Hardwicke* in the Parish of *Sedgefield* in the County of *Durham*), to the Use of Trustees for the Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein-after proposed concerning the same Term; and, subject thereto, to the Use of the said *Gustavus Frederick Hamilton* for his Life, in case he should survive the said *Emma Maria Hamilton*, and any Issue of the said then intended Marriage between the said *Gustavus Frederick Hamilton* and the said *Emma Maria Hamilton* should so long live; with Remainder to the Use of Trustees during the Life of the said

Gustavus

Gustavus Frederick Hamilton, if any such Issue as last mentioned should so long live, upon Trust to preserve contingent Remainders; with Remainder, as to the said Mansion House, Garden, Park, and Pleasure Grounds of *Hardwicke*, from and immediately after the Decease of the said *Emma Maria Hamilton*, and as to the said several other Estates from and after the Determination of the Estates therein-before proposed to be limited thereof, to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail Male; with Remainder, to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail General; Remainder to the Use of the Daughters of the said *Emma Maria Hamilton* as Tenants in Common in Tail General, with cross Remainders over in Tail between them upon the Failure of Issue of any of them; Remainder to the Use of such Persons or Person, for such Estates or Estate, and in such Manner and Form, as the said *William Russell* the Grandson and *Emma Maria Hamilton*, notwithstanding her Coverture, should jointly by Deed appoint, and in default of such Appointment to the Use of such Person or Persons, for such Estate or Estates, and in such Manner and Form, as the said *William Russell* the Grandson should by Deed appoint, and in default of such last-mentioned Appointment to the Uses therein mentioned; and that the said Term of Ninety-nine Years therein-before proposed to be limited should be declared to be in Trust, after the same Term should be reduced into Possession by the Failure of the preceding Limitations or Estates to the said *William Russell* the Grandson and his Issue, and thenceforth during the joint Lives of the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton*, by and out of the annual Rents and Profits of the said Estates, to levy and raise the annual Sum of Two thousand Pounds for the separate Use of the said *Emma Maria Hamilton*; and that the Trusts of the said Term of Five hundred Years should be declared to be upon Trust, in case the said *Emma Maria Hamilton* should die in the Lifetime of the said *Gustavus Frederick Hamilton*, and there should be Issue Male of her Body living at her Decease, and at the Failure or Determination of the preceding Limitations or Estates of the said *William Russell* the Grandson and his Issue in Tail, to raise for such Issue Male, being for the Time being the Heir at Law of the said *Emma Maria Hamilton*, during the then Residue of the Estate and Interest for Life of the said *Gustavus Frederick Hamilton*, by and out of the annual Rents and Profits of the Hereditaments and Premises comprised in the said Term, the several Sums of Money therein mentioned; and upon further Trust, in case the said *Gustavus Frederick Hamilton* should survive the said *Emma Maria Hamilton*, and there should be no Issue of the said then intended Marriage, or, being such Issue, if all such Issue should fail in the Lifetime of the said *Gustavus Frederick Hamilton*, then and in such Case, if the said Term of Five hundred Years should be reduced into Possession by the Failure or Determination of such preceding Limitations or Estates as aforesaid, and thenceforth during the Residue of the Life of the said *Gustavus Frederick Hamilton*, by and out of the annual Rents and Profits of the said Hereditaments and Premises, to levy and raise, and pay to the said *Gustavus Frederick Hamilton* and his Assigns, the annual Sum of Four thousand Pounds; and upon Trust to permit the Person or

Persons to whom the next or immediate Reversion or Remainder expectant upon the Determination of the said Term of Five hundred Years should belong, to receive and take the Rents and Profits which should not be applied in execution of the Trusts of the same Term for his and their own Use; with a Proviso for Cesser of the said Term of Five hundred Years when the Trusts before proposed thereof should have ceased or become unnecessary, or incapable of taking effect; and that in the said Settlement there should be contained such Powers as therein respectively mentioned of granting Leases for any Term not exceeding Twenty-one Years, at Rack Rent, of all or any Part or Parts of the said Estates, and of opening and working Mines upon and under any Part of the said Estates; and that there should be contained in the Settlement to be made of the said Estates a Power enabling the said *William Russell* the Grandson, so far as the Parties to the said proposed Settlement were or should be authorized or empowered to enable him, and after his Decease the said *Emma Maria Hamilton* during her Life, when and if in Possession, and afterwards the Person or Persons entitled to the actual Possession or Receipt of the Rents and Profits of the said Estates, to grant, demise, and lease all and every or any of the Mines, Veins, and Seams of Iron, Ironstone, and Coal, and other Mines, Minerals, or Quarries, opened or found, or to be opened, found, or discovered, under or upon any of the same Estates proposed to be settled, and also any Part or Parts of the Lands and Hereditaments to be settled which it might be thought expedient to demise and lease with such Mines and Quarries for the better and more effectually working the same, to the same Effect as the Power in that Behalf in and by the herein-after recited Indenture of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight agreed to be inserted in the Settlement or Settlements thereby agreed to be made, as the same Power is herein-after fully set out, and also such Powers as therein respectively mentioned of granting Building or Repairing Leases of all or any Part of the said Estates (except the Castle of *Brancepeth* and the Mansion House of *Hardwicke*, with the Gardens, Park, and Pleasure Grounds thereto respectively belonging), and of granting Leases of the Messuages, Lands, Hereditaments, and Estates at *Blechingley* and *Saltash*, for the Life of the Grantee, or for any less Estate of Freehold; and the said Master further certified, that he was of opinion that the said proposed Marriage was a proper Marriage for the said *Emma Maria Hamilton* to contract, and that being of that Opinion he the said Master had proceeded to consider the Proposals for a Settlement so laid before him as aforesaid, and that he was of opinion that the said Proposal was a proper Proposal for Settlements to be made on such Marriage: And whereas by an Order made in the said Cause, and bearing Date on or about the Twenty-sixth Day of *April* One thousand eight hundred and twenty-eight, it was ordered that the said Master's said Report dated the Twenty-second Day of *April* One thousand eight hundred and twenty-eight should be confirmed, and that the Proposal of the said *Gustavus Frederick Hamilton*, therein mentioned, and approved of by the said Master, should be adopted, with the Variations therein and herein after mentioned; and it was thereby ordered, that instead of the Uses proposed to be limited after the Decease of the said

Emma Maria Hamilton of the Estates of which the said *Emma Maria Hamilton* was Tenant in Tail in Remainder expectant upon the Decease and Failure of Issue of the said *William Russell* the Grandson, such last-mentioned Estates should be limited, after the Decease of the said *Emma Maria Hamilton*, to the Uses following; (that is to say,) to the Use of Trustees for the Term of Five hundred Years, without Impeachment of Waste, upon the Trusts therein-after mentioned or referred to; with Remainder, as to all the same Estate (except the Mansion House, Garden, Park, and Pleasure Grounds of *Hardwicke* in the Parish of *Sedgefield* in the County of *Durham*, and the several other Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments situate, being, and arising in the said Parish of *Sedgefield*, and in the several Parishes, Townships, or Places of *Bishop Middleham*, *Mordon*, *Shotton*, *Foxton*, *Layton*, *Thorpe*, *Thorpe Thewles*, *Fulthorpe*, *Blakiston*, *Norton*, and *Portrack*, in the said County of *Durham*, and the Messuages, Lands, Tenements, and Hereditaments, and Parts and Shares of Messuages, Lands, Tenements, and Hereditaments, situate in the County of *Cornwall*, with the Appurtenances, to the Use of the said *Gustavus Frederick Hamilton* during his Life, in case he should survive the said *Emma Maria Hamilton*, and the Limitations precedent to her Estate for Life should determine in her Lifetime; with Remainder to the Use of Trustees during the Life of the said *Gustavus Frederick Hamilton*, in case he should survive the said *Emma Maria Hamilton*, and the Limitations precedent to her Life Estate should determine in her Lifetime as aforesaid, in Trust to preserve contingent Remainders; and as to the said Mansion House, Gardens, Park, and Pleasure Grounds of *Hardwicke*, and the said several other Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments situate, lying, being, and arising in the said Parish of *Sedgefield*, and in the said several Parishes, Townships, or Places of *Bishop Middleham*, *Mordon*, *Shotton*, *Foxton*, *Layton*, *Thorpe*, *Thorpe Thewles*, *Fulthorpe*, *Blakiston*, *Norton*, and *Portrack*, with the Appurtenances, from and after the Decease of the said *Emma Maria Hamilton*, subject to the said Term of Five hundred Years and the Trusts thereof, and as to the Residue of the said Estate from and after the Determination of the Estates before proposed to be limited thereof (subject to the said Term and the Trusts thereof), to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail Male; Remainder to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail General; Remainder to the Use of the Daughters of the said *Emma Hamilton* as Tenants in Common in Tail General, with cross Remainders in Tail between them upon the Failure of Issue of any of them; with such Remainders and Limitations over, in default of Issue of the said *Emma Maria Hamilton*, as were proposed by the said *Gustavus Frederick Hamilton*, as in the said Report mentioned; with a Provision, that as between the Estates proposed to be limited to the Issue of the said *Emma Maria Hamilton* immediately after her Decease, and the Estates proposed to be limited to the said *Gustavus Frederick Hamilton* for Life, the last-mentioned Estates should bear and pay the Charges subsisting on the whole of the said Estates under the Wills and Codicils of the said *William Russell* the Grandfather and *Matthew Russell* respectively, in exoneration

tion

tion of the said first-mentioned Estates; and it was ordered that instead of the Trusts proposed to be declared of the said Term of Five hundred Years the Trusts of the said Term should be declared to be upon Trust, in the first place, in case the said *Emma Maria Hamilton* should depart this Life before the Determination or Failure of the Limitations to the said *William Russell* the Grandson and his Issue in Tail, and the said *Gustavus Frederick Hamilton* should survive the said *Emma Maria Hamilton*, then and in that Case to raise and pay the annual Sum of Five thousand Pounds to the said *Gustavus Frederick Hamilton* for the Residue of his Life, by half-yearly Payments, free from Taxes and all other Deductions; and it was ordered that it should be provided, that in case the said *Gustavus Frederick Hamilton* should die in the Lifetime of the said *Emma Maria Hamilton*, it should be lawful for her, at any Time or Times after the Decease of the said *Gustavus Frederick Hamilton*, by Deed or Will, to charge the said Estates of which she was Tenant in Tail in Remainder as aforesaid (subject nevertheless to her own Estate for Life, and the Limitations precedent thereto,) with any Sum or Sums of Money, not exceeding Twenty thousand Pounds in the whole, for the Portions of any Child or Children of the said *Emma Maria Hamilton* by any after-taken Husband or Husbands, and to limit a Term of Years (subject as aforesaid) for securing such Portions: And whereas by an Order of the said Court of Chancery made in the said Cause, dated the Twelfth Day of *July* One thousand eight hundred and twenty-eight, it was ordered (amongst other things) that it should be referred to the said Master to settle and approve of a proper Deed or Deeds for carrying into effect the said Proposals for Settlements approved as aforesaid, with the Variations directed by the said Order of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-eight, and the said Order now in recital, and that upon the Execution of such Deed or Deeds by all necessary Parties, to be certified by the said Master, the said *Emma Maria Hamilton* should be at liberty to intermarry with the said *Gustavus Frederick Hamilton*: And whereas by an Indenture bearing Date the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight, made between the said *Emma Maria Hamilton*, therein mentioned to be of the Age of Nineteen Years or thereabouts (then *Emma Maria Russell* Spinster), and the said *Elizabeth Russell*, of the First Part, the said *Gustavus Frederick Hamilton* of the Second Part, the said Sir *Gordon Drummond* and *Thomas Robinson Grey* and the said *Charles Tennyson d'Eyncourt* (then called *Charles Tennyson*) of the Third Part, the said *William Russell* the Grandson of the Fourth Part, and *Robert William Mills* Esquire and *William Somerville* Esquire of the Fifth Part, after reciting as or to the Effect herein-before recited, and that the said Master had approved of the said Indenture now in recital as proper Articles for a Settlement upon the said then intended Marriage of the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton*, pursuant to the said Proposals and Report, and the said Orders of the Court of Chancery confirming the same, it was witnessed, that in pursuance of the aforesaid Proposals for the Settlement of the Property and Estates of the said *Emma Maria Hamilton*, and in consideration of the said then intended Marriage, and of the Settlements made of the Real Estates of the said *Gustavus* Viscount *Boyne* in *Ireland*,

land, and of the Real Estates of *Harriet* Viscountess *Boyne* in *England*, as therein mentioned, and in obedience to the said recited Orders of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-eight and Twelfth Day of *July* One thousand eight hundred and twenty-eight, it was thereby agreed and declared, between and by the said *Gustavus Frederick Hamilton*, so far as concerned his own Acts, Deeds, and Defaults, and the said *Emma Maria Hamilton*, with the Consent and Approbation of the said *Elizabeth Russell* as her Guardian, that in case the said then intended Marriage should take effect, the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, their Executors and Administrators, should, during the Life of the said *Emma Maria Hamilton*, and so far as they were or should be authorized by the Authority or Sanction of the said Court of Chancery, or by virtue of or under the Exercise or Execution made and effected or to be made and effected by the said *Emma Maria Hamilton* of the Power or Authority reserved to her for that Purpose, as therein-before mentioned, stand possessed of and interested in the said Sum of Sixty thousand Pounds and Accumulations, and the Stocks, Funds, and Securities of which the same should from Time to Time respectively consist, upon and for the Trusts, Intents, and Purposes therein-after expressed and declared of and concerning the same; (that is to say,) upon Trust that the said Sir *Gordon Drummond*, *Thomas Robinson Grey*, and *Charles Tennyson d'Eyncourt*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, should thenceforth during the joint Lives of the said *Gustavus Frederick Hamilton* and *Emma Maria Hamilton*, by, with, and out of the Interest, Dividends, and annual Produce of the said Sum of Sixty thousand Pounds, and Accumulations thereof, Stocks, Funds, and Securities, as the same should arise and become due, levy and raise the annual Sum of Six hundred Pounds, free and clear of and from all Taxes and other Deductions whatsoever, and should pay, apply, and dispose of the said annual Sum of Six hundred Pounds, by half-yearly Payments, unto such Person or Persons, and for such Intents and Purposes, as the said *Emma Maria Hamilton*, by any Writing or Writings under her Hand, should from Time to Time, notwithstanding her Coverture, but not by way of Anticipation, direct or appoint, and in default of such Appointment should pay the said annual Sum of Six hundred Pounds, or so much thereof whereof she should make no such Direction or Appointment as aforesaid, into the proper Hands of the said *Emma Maria Hamilton*, for her sole and separate Use and Benefit, independently of the said *Gustavus Frederick Hamilton*, and not to be subject to his Debts, Control, Contracts, or Engagements, and the Receipt or Receipts in Writing of the said *Emma Maria Hamilton*, or of such Person or Persons as she should from Time to Time direct or appoint to receive all or any Part of the said annual Sum of Six hundred Pounds, should from Time to Time, notwithstanding her Coverture, be a good and effectual Release and Discharge for such Sum or Sums of Money as in such Receipt or Receipts should be expressed or acknowledged to be received, the first half-yearly Payment of the said annual Sum of Six hundred Pounds to be made within Six Calendar Months next after the Solemnization of the said then intended Marriage; and

(testified as aforesaid), it was thereby agreed and declared between and by the said *Emma Maria Hamilton*, *Gustavus Frederick Hamilton*, and *William Russell*, Party thereto, with the Consent of the said *Elizabeth Russell* as Guardian as aforesaid, and each of them the said *Gustavus Frederick Hamilton* and *William Russell* the Grandson, did thereby, for himself, his Heirs, Executors, and Administrators, and so far as concerned his own Acts, Deeds, and Defaults only, covenant and agree with the said *Robert William Mills* and *William Somerville*, their Heirs and Assigns, that in case the said then intended Marriage should take effect, and the said *Emma Maria Hamilton* should live to attain the Age of Twenty-one Years, the said *Gustavus Frederick Hamilton* and *William Russell* the Grandson respectively, or such of them as should be then living, and also the said *Emma Maria Hamilton*, should, at the Expence of the Trust Funds, as soon thereafter as the Circumstances, Nature, and State of the Title of the said *Emma Maria Hamilton* of and in her reversionary Estate, Right, and Interest of and in the Real, Copyhold, and Customary Estates late of the said *William Russell* the Grandfather and *Matthew Russell*, would admit, make, do, or execute, and join and concur with all necessary and proper Parties in making, doing, and executing, all such Acts, Matters, and Things, Conveyances and Assurances in the Law, as should be requisite or necessary and proper, either by Fine or Fines, Common Recovery or Common Recoveries, or otherwise, to the Satisfaction of the said *Robert William Mills* and *William Somerville*, or the Survivor of them, or his Heirs, or their or his Counsel in the Law, for conveying and assuring (subject and without Prejudice to the Life Estate therein of the said *William Russell* the Grandson, and the Limitations contained in the said recited Wills and Codicils, or any of them, to the Issue of the said *William Russell* the Grandson as aforesaid, and to all Powers relating, collateral, or annexed to such Estate for Life of the said *William Russell* the Grandson, and to the respective Estates Tail of his Issue,) unto the said *Robert William Mills* and *William Somerville*, and their Heirs, all and singular the Freehold Estates to which she the said *Emma Maria Hamilton*, by virtue of or under the said Wills and Codicils of the said *William Russell* deceased and *Matthew Russell* respectively, was then entitled for an Estate Tail in Remainder expectant upon the Decease and Failure of Issue of the said *William Russell* the Grandson as aforesaid, or might thereafter, by means of Purchases to be made of Lands and Hereditaments in pursuance of the Trusts declared in and by the said recited Codicil to the Will of the said *Matthew Russell* deceased, become entitled, for such Estate Tail, and the Inheritance in Fee Simple of the Freehold Parts thereof, and the absolute Customary Estate of Inheritance of the Copyhold or Customary Parts thereof, to hold (subject and without Prejudice as aforesaid) to the Use of Trustees, to be named as therein mentioned, during the Term of Ninety-nine Years, without Impeachment of Waste, except cutting down or felling Trees serving for Shelter or Ornament, upon and for the Trusts, Intents, and Purposes therein-before mentioned, and confirmed and ordered by the said recited Orders of the said Court of Chancery; with Remainder to the Use of the said *Emma Maria Hamilton*, and her Assigns, during her Life, without Impeachment of Waste, except as

as aforesaid; with Remainder to the Use of the said *Robert William Mills* and *William Somerville*, and their Heirs, during the Life of the said *Emma Maria Hamilton*, in Trust to support the contingent Uses; with Remainder to the Use of Trustees, to be named in such Settlement, as therein mentioned, during the Term of Five hundred Years, without Impeachment of Waste (except cutting down or felling Trees serving for Shelter or Ornament), upon and for the Trusts, Intents, and Purposes upon and for which same Term was ordered or directed to be made subject or liable to by virtue of or under the said recited Orders of the said Court of Chancery; with Remainder (except as to the Mansion House, Garden, Park, and Pleasure Grounds of *Hardwicke* in the said Parish of *Sedgefield*, and the several Parishes, Townships, or Places of *Bishop Middleham*, *Mordon*, *Shotton*, *Foxton*, *Layton*, *Thorpe*, *Thorpe Thewles*, *Fulthorpe*, *Blakiston*, *Norton*, and *Portrack*, in the County of *Durham*, and the Messuages, Lands, Tenements, and Hereditaments, and Parts and Shares of Messuages, Lands, Tenements, and Hereditaments, situate in the County of *Cornwall*, with the Appurtenances, subject to the said Term of Five hundred Years and the Trusts thereof,) to the Use of the said *Gustavus Frederick Hamilton*, and his Assigns, for his Life, without Impeachment of Waste (except as aforesaid), in case he should survive the said *Emma Maria Hamilton*, and the Limitations precedent to her Estate for Life should determine in her Lifetime; with Remainder to the Use of the said *Robert William Mills* and *William Somerville*, and their Heirs, during the Life of the said *Gustavus Frederick Hamilton*, in case he should survive the said *Emma Maria Hamilton*, and the Limitations precedent to her Life Estate should determine in her Lifetime as aforesaid, in Trust to support contingent Uses; and as for and concerning the said Mansion House, Gardens, Parks, and Pleasure Grounds of *Hardwicke*, and the said several other excepted Hereditaments, from and immediately after the Decease of the said *Emma Maria Hamilton*, subject to the said Term of Five hundred Years, and as for and concerning the Residue of the said Estates thereby agreed to be settled as aforesaid from and after the Determination of the Estates thereby agreed to be limited thereof, subject to the said Term of Five hundred Years, and the Trusts thereof, to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail Male; Remainder to the Use of the First and other Sons of the said *Emma Maria Hamilton* successively in Tail General; with Remainder to, for, and upon the several Uses, Trusts, Intents, and Purposes, and under and subject to which the same Hereditaments and Premises were directed to be settled in and by the said therein and herein before recited Order of the Twenty-sixth Day of *April* One thousand eight hundred and twenty-eight, as therein and herein before mentioned; and it was thereby (amongst other Provisions for the Insertion in the Settlement or Settlements so to be made as aforesaid of the several Powers in the said Proposal of the said *Gustavus Frederick Hamilton* for making a Settlement on his Marriage with the said *Emma Maria Hamilton* proposed to be inserted in such Settlement) agreed and declared, that in the said Settlement or Settlements so to be made as aforesaid it should be provided and declared, that it should be lawful for the said *William Russell* the

Grandson during his Life, so far as the Parties to such Settlement should be authorized to enable him so to do, and after his Decease for the said *Emma Maria Hamilton* when in Possession, and afterwards for the Person or Persons who for the Time being should, by virtue of or under the Limitations thereby agreed to be contained in such Settlement or Settlements, to grant, demise, and lease all and every or any of the Mines, Veins, and Seams of Iron, Ironstone, and Coal, and other Mines, Minerals, or Quarries, found or discovered, or which should at any Time or Times thereafter be opened, found, or discovered, in, under, or upon any of the same Estates thereby agreed to be settled as aforesaid; and also any Part or Parts of the Lands and Hereditaments thereby agreed to be settled which it might be thought expedient to demise and lease with such Mines and Quarries, for the better and more effectually working the same, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in Possession, and not in Reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search for, take, use, and dispose of all such Iron, Ironstone, Coals, and other Metals and Minerals whatsoever as should be found in the same Mines, Veins, Seams, and Quarries, and to sink, win, work, and make Grooves, Shafts, Drifts, Trenches, Sluices, Ways, Gates, Watergates, and Watercourses, and to erect any Furnace or Furnaces, Fire or other Engines, Mills, or Gins, and to use all other lawful Ways and Means whatsoever, as well for the finding, discovering, winning, working, and getting of Iron, Ironstone, Coals, and Metals or Minerals, forth and out of the said Mines and Quarries, as for avoiding and carrying away Water, foul Air, or Stench, from, forth, and out of the same; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room, for laying, placing, and manufacturing the Iron, Ironstone, Coals, Earth, and Rubbish that should from Time to Time proceed from, and be wrought, dug, or gotten out of the said Mines and Quarries, and also full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases, and their Agents, Workmen, and Servants, from Time to Time, during the Continuance of such Leases respectively, to take and carry away, with Horses, Carts, Wains, Waggons, and other Carriages, all the Iron, Ironstone, Coals, Metals, and Minerals which should from Time to Time be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, in any convenient Place or Places near any of the said Mines or Quarries so to be demised or leased, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for the standing, laying, and placing any Workmen, Horses, Gear, Utensils, or Materials to be employed or used in or about the working of the said Mines and Quarries respectively, and to dig and get up Stone, Peat, or Clay for erecting, building, or repairing such Houses and other Buildings, and to do whatsoever else shall be deemed needful or requisite in or about or for the winning, working, obtaining, getting, washing, cleansing, and smelting of Iron, Ironstone,

stone, Coals, Metals, and Minerals, from, forth, and out of the said Mines and Quarries, and for the manufacturing, taking, and carrying away the same; and also to grant, demise, and lease unto any Person or Persons whomsoever full and free Liberty of Way and Passage, with Horses, Waggons, Wains, Steam Engines, Carts, and Carriages, for the Conveyance of Coal, Freestone, and other Commodities, and of constructing and making Railways, Sideways, Byeways, Batteries, Cuts, Inclined Planes, and all other Works necessary or incident thereto, upon, along, over, and across the same Estates or any Part thereof respectively; so that upon every such Lease there should be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents, Tolls, Duties, and Reservations that could under the Circumstances of the Case be reasonably had or gotten for the same, without taking any Fines, Premiums, or Foregifts for the making thereof; and so that in every such Lease there should be contained a Condition or Power of Re-entry for the Nonpayment of the Rent or Rents, Tolls, Duties, or Reservations to be thereby respectively reserved at such Time or Times after the same should become due as should be thought proper or deemed advisable; and so that the respective Lessees to be named in such Leases should duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and punctual rendering and paying the Rent or Rents, Tolls, Duties, and Reservations to be thereby respectively reserved, and for the working and managing of the said Mines and Works, and for the building, repairing, and keeping in repair the Houses, Cottages, and other Buildings to be mentioned in such Leases respectively, as should be deemed necessary, or as should be thought proper and reasonable: And whereas the Marriage so agreed upon as aforesaid between the said *Gustavus Frederick Hamilton* and the said *Emma Maria Hamilton* was duly solemnized on the Ninth Day of *September* One thousand eight hundred and twenty-eight, and there is Issue of such Marriage One Son, *Gustavus Russell Hamilton*, and no other Child: And whereas the said *John Hogg* departed this Life on or about the Twenty-third Day of *December* in the Year One thousand eight hundred and twenty-three, leaving the said *Rowland Burdon* him surviving: And whereas by an Act passed in the Session of Parliament holden in the Eleventh Year of His late Majesty King *George* the Fourth and the First Year of His late Majesty King *William* the Fourth, intituled *An Act to effect an Exchange of Part of the Estates in the County of* Durham *devised by the Will and Codicil of* William Russell *Esquire, deceased, for Part of the Estates comprised in the Settlement made in pursuance of the Articles upon the Marriage of the Most Honourable* Charles William Vane *Marquis of* Londonderry *with the Most Honourable* Frances Anne Vane *Marchioness of* Londonderry, it was enacted (among other things) that the Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence, therein mentioned to have been agreed to be paid for Equality of Exchange, as therein mentioned, should, as soon as conveniently might be after the passing of the said Act, be paid by *Alexander Robert Stewart* and *Edmund M'Donnell*, therein respectively named, or the Survivor of them, or the Executors or Administrators of such Survivor, into the Bank of *England*, in the Name and with the Privity of the Accountant

Marriage of Mr. and Mrs Hamilton, 9th Sept. 1828.

Death of John Hogg, 23d Dec. 1823.

11 G. 4. & 1 W. 4. c. 50.

Accountant General of the High Court of Chancery, to be placed to his Account there "*ex parte* the Estate of *William Russell* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that the Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence, as soon as might be after the same should have been so paid as aforesaid, should, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *William Russell* the Grandson during his Life, and after his Decease by the Person or Persons who would under the Limitations contained in the said Will and Codicil of the said *William Russell* deceased for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments in the said First Schedule to the said Act comprised, being Part of the said Hereditaments devised by the said Will and Codicil of the said *William Russell* deceased, if the said Act had not been made, or if such Person or Persons should be an Infant or Infants, then of his, her, or their Guardian or Guardians, be laid out and invested in the Purchase or Purchases of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, or of Copyhold Lands or Hereditaments, such Copyhold Lands not exceeding in Value One Third Part of the Value of the Freehold Lands to be purchased as aforesaid; all which Premises so to be purchased as aforesaid should be conveyed, settled, and assured to, for, and upon such and so many of the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Charges, and Declarations limited, created, declared, or expressed in and by the said Will and Codicil of the said *William Russell* deceased of and concerning the said Hereditaments and Premises comprised in the said First Schedule to the said Act as should be then subsisting undetermined or capable of taking effect; and in the said Act was contained the usual Provision for investing the said Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence so to be paid into the Bank as aforesaid in the Purchase of Navy or Victualling or Exchequer Bills, in the meantime and until the same should be laid out in the Purchase of Lands or Hereditaments as aforesaid: And whereas soon after the passing of the herein-before recited Act the said *Alexander Robert Stewart* and *Edmund M'Donnell* paid the Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence into the Bank of *England*, pursuant to the Direction in that Behalf in the same Act contained: And whereas the said *Rowland Burdon* departed this Life on or about the Seventeenth Day of *September* One thousand eight hundred and thirty-eight, having by his last Will and Testament in Writing, bearing Date the Tenth Day of *September* One thousand eight hundred and thirty-two, appointed his Son *Rowland Burdon* sole Executor of his said Will, who hath since his Decease duly proved the same Will in the Consistory Court of *Durham*: And whereas the said *Thomas Robinson Grey* departed this Life on or about the Seventeenth Day of *June* One thousand eight hundred and thirty-three: And whereas the said *William Russell* the Grandson is a Bachelor:

Death of Rowland Burdon, 17th Sept. 1838, and his Will.

Death of Thos. Robinson Grey, 17th June 1833.

Bachelor: And whereas it would be greatly for the Benefit of the said *William Russell* the Grandson, and of the several other Persons who are or shall be entitled, under the Limitations contained in the said Will and Codicil of the said *William Russell* deceased, and the said Will and Codicil of the said *Matthew Russell* respectively, or any of them, or under the Limitations to be contained in the said Settlement or Settlements in and by the herein-before recited Indenture or Marriage Articles of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight agreed to be made, as herein-before is mentioned, if a Power were vested in the said *William Russell* the Grandson during his Life, and after his Decease in the Guardian or Guardians of any Son or Daughter of the said *William Russell* the Grandson who for the Time being shall be Tenant in Tail in Possession under any of the Limitations aforesaid, and shall be under the Age of Twenty-one Years, to grant Leases of the Coal Mines and Seams of Coal, and other Mines, Minerals, or Quarries, found or discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered, in, under, or upon any of the said Lands specified in the said Schedule to this Act, or in, under, or upon any Lands in the said Manor or Lordship and Parish of *Brancepeth*, or elsewhere in the said County of *Durham*, which may be purchased with the said Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence so paid into the Bank of *England* as herein-before is mentioned, and also any Part or Parts of the same Lands respectively which it may be thought expedient to demise and lease with such Mines, Minerals, and Quarries, to the same Effect as the aforesaid Power of granting Mining Leases in and by the said Indenture or Articles of Agreement of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight agreed to be inserted in the Settlement or Settlements thereby agreed to be made and executed; but by reason of the Limitations contained in the said Will and Codicil of the said *William Russell* deceased and the said Will and Codicil of the said *Matthew Russell* respectively the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *William Russell* the Grandson doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act it shall and may be lawful to and for the said *William Russell* the Grandson during his Life, and after his Decease to and for the Guardian or Guardians of any Son or Daughter of the said *William Russell* the Grandson who for the Time being, under any of the Limitations contained in the said Will and Codicil of the said *William Russell* deceased and the said Will and Codicil of the said *Matthew Russell* respectively, shall be Tenant in Tail in Possession of the said Manor or Lordship of *Brancepeth*, or any of the said Lands specified in the said Schedule to this Act, or of any Lands in the said Manor or Lordship of *Brancepeth*, or elsewhere in the said County of *Durham*, which may be purchased with the said Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence so paid into the Bank

Wm. Russell the Grandson, and the Guardians of any of his Issue under 21, empowered to grant Mining Leases in the Terms of the Power in the Marriage Articles.

Bank of *England* as herein-before is mentioned, or any Part thereof, and shall be under the Age of Twenty-one Years, from Time to Time to grant, demise, and lease all and every or any of the Coal Mines and Seams of Coal, and other Mines, Minerals, and Quarries, opened, found, or discovered, or which shall at any Time or Times hereafter be opened, found, or discovered in the said Manor or Lordship of *Brancepeth*, or any of the Lands specified in the Schedule to this Act, or any Lands in the said Manor or Lordship of *Brancepeth*, or elsewhere in the said County of *Durham*, which may be purchased with the said Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence so paid into the Bank of *England* as herein-before is mentioned, or any Part thereof, and also any Part or Parts of the same Lands respectively which it shall or may be thought expedient to demise and lease with such Mines, Minerals, and Quarries, for the better and more effectually working the same, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in Possession, and not in Reversion or by way of future Interest; together with full and free Liberty, Licence, Power, and Authority to search for, and win, work, take, use, and dispose of all such Coals, Iron, Ironstone, and other Minerals whatsoever as shall be found in the same Mines, Seams, and Quarries, and to sink, make, and work Grooves, Shafts, Drifts, Trenches, Sluices, Waygates, Watergates, and Watercourses, and to erect Furnace or Furnaces, Fire or other Engines, Mills, or Gins, and to use all other Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, and getting of Coals, Iron, Ironstone, and other Metals or Minerals, forth and out of the said Coal Mines and Seams of Coal, and other Mines and Quarries, as for the avoiding and carrying away Water, foul Air, or Stench from, forth, and out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Coal Mines or Seams of Coal; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room, for laying, placing, and manufacturing the Coals, Iron, Ironstone, Earth, and Rubbish that shall from Time to Time be wrought, dug, gotten, or proceed from, forth, or out of the said Coal Mines and Seams of Coal, and other Mines and Quarries, and also sufficient Ways, Paths, and Passages to and for the respective Lessees, to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of such Leases respectively, to take and carry away, with Horses, Carts, Wains, Waggons, and other Carriages, over any of the Lands specified in the Schedule to this Act, all the Coals, Iron, Ironstone, Metals, and Minerals which shall from Time to Time be wrought, won, or gotten in, from, forth, and out of the said Coal Mines and Seams of Coal, and other Mines and Quarries to be demised or leased as aforesaid, or any adjoining Coal Mines or Seams of Coal; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, in any convenient Place or Places near any of the said Coal Mines or other Mines or Quarries so to be demised or leased, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for the standing, laying, and placing

any Workmen, Horses, Gear, Utensils, or Materials to be employed or used in or about the working of the said Mines and Quarries respectively, and to dig and get Stone, Peat, or Clay, for erecting, building, or repairing such Houses and other Buildings, and to do whatsoever else shall be needful or requisite in or about or for the winning, working, obtaining, getting, washing, cleansing, and smelting of Coals, Iron, Ironstone, Metals, and Minerals from, forth, and out of the said Coal Mines, Seams of Coal, and other Mines and Quarries, and for the manufacturing, taking, and carrying away the same; and also to grant, demise, and lease unto any Person or Persons whomsoever full and free Liberty of Way and Passage, with Horses, Waggons, Wains, Steam Engines, Carts, and Carriages, for the Conveyance of Coal, Freestone, and other Commodities, and of constructing and making Railways, Sideways, Byeways, Batteries, Cuts, Inclined Planes, and all other Works necessary or incident thereto, upon, along, over, and across the same Lands or any Part thereof respectively; so that upon every such Lease there shall be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents, Tolls, Duties, and Reservations that can under the Circumstances of the Case be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof; and so that in every such Lease there shall be contained a Condition or Power of Re-entry for the Nonpayment of the Rent or Rents, Tolls, Duties, or Reservations to be thereby respectively reserved, at such Time or Times after the same shall become due as shall be thought proper or deemed advisable; and so that the respective Lessees to be named in such Leases shall duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and punctual rendering and paying the Rent or Rents, Tolls, Duties, and Reservations to be thereby respectively reserved, and for the due and orderly working and managing of the said Mines and Works, and for the building, repairing, and keeping in repair the Houses, Cottages, and other Buildings to be mentioned in such Leases respectively, as shall be deemed necessary, or as shall be thought proper and reasonable.

Trustees to receive Rents on Leases during the Life of Wm. Russell the Grandson.

II. Provided always, and be it further enacted, That the Rent or Rents, Tolls, Duties, and Reservations to be reserved and made payable upon every Lease to be granted under the Authority of this Act of any Mine or Mines unopened at the Time of passing this Act, shall from Time to Time, during the Life of the said *William Russell* the Grandson, and during the Minority of any Son or Daughter of the said *William Russell* the Grandson being Tenant in Tail of such Mine or Mines, be received by *Robert William Mills* of *Willington* in the County of *Durham*, Esquire, and *Thomas Morriss* of *Washington* in the same County, Colliery Viewer, and the Survivor of them, and the Executors or Administrators of such Survivor, instead of by the said *William Russell* the Grandson, or his Assigns, or any Trustee or Trustees for preserving contingent Remainders under the said Wills and Codicils, or any of them, or any Tenant in Tail, or the Guardian or Guardians of any Tenant in Tail; and the said *Robert William Mills* and *Thomas Morriss*, and the Survivor of them, and the Executors or Administrators of such Survivor, shall have

have such and the same Powers and Remedies for recovering and enforcing the Payment of the same Rent or Rents, Tolls, Duties, and Reservations, by Distress or Action, as the said *William Russell* the Grandson, or his Assigns, or any such Trustee or Trustees for preserving contingent Remainders, or any such Tenant in Tail, would legally have had if this present Provision had not been inserted in this Act; and the Receipts in Writing of the said *Robert William Mills* and *Thomas Morriss*, or the Survivor of them, or the Executors or Administrators of such Survivor, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee or Lessees, or his or their Executors, Administrators, or Assigns, for the said Rent or Rents, Tolls, Duties, and Reservations, or for so much thereof as in such Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the said *William Russell* the Grandson, or his Assigns, or any such Trustee or Trustees for preserving contingent Remainders as aforesaid, or any such Tenant in Tail, or Guardian or Guardians of any such Tenant in Tail, to re-enter on the Premises to be demised by any such Lease by reason of any Forfeiture for Non-payment of Rent or otherwise.

Application of Rents received by the Trustees.

III. And be it further enacted, That the said *Robert William Mills* and *Thomas Morriss*, and the Survivor of them, and the Executors or Administrators of such Survivor, shall stand and be possessed of and interested in the Rents, Tolls, Duties, and Reservations so to be received by them or him as aforesaid, upon the Trusts following; (that is to say,) upon Trust from Time to Time to pay One equal Fourth Part of the said Rents, Tolls, Duties, and Reservations into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account to be entitled "*Ex parte Russell*'s Mine Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, Chapter Twenty-four; and the Receipt or Receipts of any Cashier of the Bank of *England* for the said One Fourth Part of the said Rents, Tolls, Duties, and Reservations, and the Certificate or Certificates of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge, or effectual and conclusive Discharges, to the Person or Persons paying the same, for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificates and Receipts as aforesaid the said *Robert William Mills* and *Thomas Morriss*, or either of them, their or either of their Executors or Administrators, or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts hereby created, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money, or any Part thereof; and as to the remaining Three equal Fourth Parts of the said Rents, Tolls, Duties, and Reservations so to be received by them or him as aforesaid, upon Trust to pay the same

same unto the said *William Russell* the Grandson, and his Executors, Administrators, or Assigns, for his or their proper Use and Benefit, during his Life, and after his Decease unto the Tenant in Tail for the Time being, or his or her Guardian or Guardians, after deducting and retaining out of such Three Fourth Parts all such Costs or Charges, if any, as they or he shall have incurred in or about the Recovery or Receipt of the said entire Rents, Tolls, Duties, and Reservations.

Court of Chancery empowered to direct the Money to be laid out in Purchase of Lands or Discharge of Incumbrances.

IV. And be it further enacted, That upon a Petition to be preferred to the said Court in a summary Way by any Person or Persons interested in the Hereditaments for the Time being subject to the Limitations and Provisions of the said recited Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*, and the said Indenture or Articles of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight, or any of them, either in Possession, Remainder, or Reversion, or of the Guardian or Guardians of any such Person or Persons, being an Infant or Infants, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein-after contained, to be from Time to Time laid out in such Manner as the said Court of Chancery shall direct in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Incumbrance or Incumbrances affecting all or any Part of the Hereditaments and Premises comprised in the said Schedule to this Act, or in the Purchase or Purchases of any Freehold or Copyhold Manors, Messuages, Tenements, Lands, or Hereditaments in *England* or *Wales* whereof the Copyhold shall not exceed more than One Sixth Part of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature); and the same Hereditaments shall immediately after the Purchase thereof be settled and assured to and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, and Limitations, as the Coal Mines or Seams of Coal and Premises from which the Monies to be laid out in such Purchase or Purchases arose now stand limited and settled under or by virtue of the said Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*, and the said Indenture or Articles of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight, or any of them, or as near thereto as the Deaths of Parties and other Circumstances will admit.

For Investment of Trust Monies in Navy or Exchequer Bills till laid out in Purchase of Lands.

V. Provided always, and be it further enacted, That all Monies which, pursuant to the Direction herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, shall in the meantime, and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills; and the Monies received for the same as they shall respectively

respectively be paid off by Government shall from Time to Time be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchase or Purchases as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expences of the Application to the Court shall be paid by such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to this Act, or to the Representative or Representatives of such Person or Persons respectively.

For Payment of Costs.

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

For the Appointment of new Trustees.

VII. Provided always, and be it further enacted, That if the said *Robert William Mills* and *Thomas Morriss*, or either of them, or any future Trustee or Trustees who shall succeed or shall be appointed in the Stead or Place of them or either of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to

be discharged from, or shall refuse or decline or become incapable to act in, the Trusts or Powers hereby vested or reposed in them or him, before the said Trusts or Powers shall be fully executed or performed, or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery, in a summary Way, upon the Petition of any Person or Persons interested in the Hereditaments for the Time being subject to the Limitations contained in the said recited Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*, and the said Indenture or Articles of Agreement of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight, or any of them, either in Possession, Remainder, or Reversion, or of the Guardian or Guardians of any such Person or Persons, being an Infant or Infants, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Trustees to be indemnified.

VIII. Provided always, and be it further enacted, That the said *Robert William Mills* and *Thomas Morriss*, and other the Trustee or Trustees for the Time acting in the Execution of the Trusts and Powers hereby created, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them and each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts, for the Sake of Conformity; and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses, or for the Misconduct of any Receiver, Bailiff, Agent, or other Persons or Person who shall or may be appointed or employed by them or any of them in relation to the Premises; and also that it shall be lawful for them, with or out of the Monies which shall come to their respective Hands by virtue of the Trusts and Provisions of this Act, to retain and reimburse themselves respectively, and also to allow to their respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at, or be put unto in or about the Execution of the aforesaid Trusts and Provisions, or in relation thereto.

Act not to prejudice existing Powers.

IX. Provided always, and be it further enacted, That nothing in this Act contained shall be construed, deemed, or taken to revoke, annul, prejudice, lessen, or affect any of the Powers of leasing or other Powers given by, contained in, or referred to by the said recited Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*

Russell respectively, or any of them, or the said recited Indenture or Articles of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight.

Saving Clause.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Russell* the Grandson, and all and every the Son and Sons of the Body of the said *William Russell* the Grandson lawfully to be begotten, and the Heirs of the Body and respective Bodies of all and every such Son and Sons, and all and every the Daughter and Daughters of the Body of the said *William Russell* the Grandson lawfully to be begotten, and the Heirs of the Body and respective Bodies of all and every such Daughter and Daughters; and also the said *Emma Maria Hamilton*, and also the said *Gustavus Frederick Hamilton*, and also all and every the Son and Sons of the Body of the said *Emma Maria Hamilton* lawfully begotten or to be begotten, and the Heirs Male and Heirs General of the Body and respective Bodies of all and every such Son and Sons, and all and every the Daughter and Daughters of the Body of the said *Emma Maria Hamilton* lawfully begotten or to be begotten, and the Heirs of the Body and respective Bodies of all and every such Daughter and Daughters; and all and every Persons and Person to whom or for whose Benefit any Appointment or Appointments shall or may be or otherwise might have been made by the said *William Russell* the Grandson and *Emma Maria Hamilton* jointly, or by the said *William Russell* the Grandson alone, and all and every other Persons and Person having or claiming, or who shall or may have or claim, any Estate, Charge, Right, Title, or Interest of, in, to, out of, or upon all or any Part or Parts of the said Land specified in the said Schedule to this Act, or in, to, out of, or upon any Lands to be purchased with the said Sum of Two thousand five hundred and fifty-eight Pounds Seventeen Shillings and Sixpence, or any Part thereof, under or by virtue of the said Wills and Codicils of the said *William Russell* deceased and *Matthew Russell*, or any of them, or the said Indenture or Articles of Agreement of the Twenty-sixth Day of *August* One thousand eight hundred and twenty-eight, or the Settlement or Settlements made or to be made in pursuance of the same Articles,) all such Estate, Right, Title, Interest, Claims and Demands whatsoever, of, in, to, out of, or upon the same Lands respectively, and every or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

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

The

The SCHEDULE to which the foregoing Act refers

THE FIRST PART;

CONTAINING

LANDS and HEREDITAMENTS devised by the WILL and CODICIL of WILLIAM RUSSELL, Esquire, deceased.

Description.	Occupiers.	Quantities.
The Manor or Lordship of Brancepeth in the County of Durham, to the Royalties whereof William Russell, Esquire, is entitled as Lord of the Manor, including the Coal, et ceteræ, under:—		A. R. P.
Inclosed Lands in Cornsay - -	Various - - -	1,120 1 22
Uninclosed ditto - -	Ditto - - -	753 2 7
Thornley Royalty - -	Ditto - - -	789 0 11
Ivesley Common Allotments - -	Ditto - - -	164 2 38
Brancepeth Common ditto - -	Ditto - - -	191 1 17

FARMS, LANDS, AND HEREDITAMENTS IN THE COUNTY OF DURHAM.

Township of Brancepeth in the Parish of Brancepeth.

Part of Brancepeth Park, Pleasure Grounds, and Gardens - - - -	William Russell, Esquire -	245	0	0
Part of Brancepeth Park and Part of East Parks	John Kirton - -	78	1	4
Part of Brancepeth Park - - -	William Pickering -	30	0	0
Lodge and East Parks - - -	John Hunter - -	293	2	0
High and Low Holywell, and Part of East Parks	Thomas Crofton - -	240	1	23
Holywell Hall, Park, and Grounds - -	Nicholas Crofton Hunter -	25	0	27
Nafferton and Part of Low Woolley - -	William Wheatley - -	236	2	12
Scripton, Little White, and Part of East Parks	Richard Crofton - -	392	2	26
Quarry Hill and Morley - - -	William Bowser - -	197	3	19
Morley Pasture - - - -	John Kirton - -	113	0	0
Field near Morley - - - -	Thomas Gregson - -	11	2	28
Garth and Part of Morley Pasture - -	William Russell, Esquire -	8	0	0
Brawn's Den and Weather Hill - -	Thomas Brownless - -	202	1	26
Low Woolley and Woolley Close - -	John Thompson - -	231	1	6
Middles - - - -	Thomas Lax - -	200	0	0
Land adjoining Littlewhite and Brancepeth -	John Ford - -	42	3	4

Description.	Occupiers.	Quantities. A.	R.	P.
Part of Redbarns - - - -	Joseph Bartram - -	11	1	14
Boggle Hole and Field near Quarry Hill -	George Pattison - -	15	0	0
Field near Quarry Hill - - -	Anthony Baxter - -	4	0	35
Ditto - ditto - - - -	William Pickering - -	1	2	36
Ditto - ditto - - - -	William Madgin, junior -	1	2	26
Ditto - ditto - - - -	Robert Davison - -	1	1	26
Ditto - ditto - - - -	Thomas Bird - -	3	0	0
Ditto - ditto - - - -	William Madgin, senior -	2	0	0
Field at Brancepeth - - -	Nathaniel Snaith - -	3	0	0
Ditto - ditto - - - -	William Bell, junior -	2	0	0
Ditto - ditto - - - -	William Bell, senior -	2	0	0
Ditto - ditto - - - -	Joseph Dowell - -	4	0	0
Field near Scripton - - -	Elizabeth Lowdon - -	4	0	35
Ditto - ditto - - - -	Thomas Crooks - -	5	0	33
Woodlands at Hollywell, Littlewhite, Morley, Quarry Hill, Weather Hill, Woolley, Brawnsden, Middles, and Brancepeth -	William Russell, Esquire -	365	0	0

Township of Stockley in the Parish of Brancepeth.

Stockley Pasture - - -	William Russell, Esq. -	63	0	0
Goodwell Field - - -	George Pattison - -	122	3	15
Stockley Fell - - - -	George Parkinson - -	186	3	21
Part of Stockley Fell - - -	Anthony Adamson - -	40	1	29
Stockley - - - - -	Henry Brownless, junior -	106	2	24
Ox Close and Stockley - - -	William, Sarah, and Harriet Cairns.	371	2	0
Fields near Ox Close - - -	John and Ralph Coates -	28	2	0
Field at Stockley - - -	William Bird - -	2	0	0
Ditto - ditto - - -	John Linsby - -	4	2	0
Woodlands in Stockley - - -	William Russell, Esquire -	113	0	0
Field adjoining Page Bank - - -	John Hunter - -	10	0	0

Township of Brandon in the Parish of Brancepeth.

Low Burnigill - - - -	Thomas Crofton - -	262	1	1
High Burnigill - - -	Cuthbert Jackson - -	191	3	7
Spite Hall - - - - -	John Anderson - -	5	3	20
Littleburn - - - -	Anthony James Crofton -	317	3	37
Humbersledge and Part of Burnigill -	Robert Bartram - -	217	0	38
Part of Burnigill - - -	William Wheatley - -	39	3	0
Red Barns - - - -	Joseph Bartram - -	151	0	17
Low Barns - - - -	Anthony Pattison - -	143	2	27
Brandon Hall and Brandon - - -	John Harling - -	357	1	22
Brandon Hall - - -	Thomas Gregson - -	150	1	33
Standalone - - - -	Henry Brownless, senior -	366	1	33
Brandon - - - -	George Hepworth -	137	1	27
Land near Brandon - - -	William Forster - -	5	2	22
Ditto - ditto - - - -	John Madgin - -	4	1	15
Ditto - ditto - - - -	Anthony Dodds - -	4	2	39
Ditto - ditto - - - -	Jacob Jackson - -	1	0	36
Primrose Side - - - -	George Wallace - -	107	0	1

Description.	Occupiers.	Quantities. A.	R.	P.
Bleach Green	William Thompson	8	3	7
Sleetburn Mill	Absalom Burton	22	1	36
Stob House	Thomas Lambton Harling	175	3	2
Pringle House	William Harling	287	2	17
Sleetburn House	Francis Lockey	116	1	37
Hareholm	John Robson	126	0	18
Biggin	John Wheatley	214	3	19
Hillhouse, High and Low Waterhouses	John Kirton	700	3	23
West Brandon	John Elliott	288	2	7
South Brandon	Ann Hall	139	3	18
Bail Hill	Deborah Hull	322	2	24
Old Ivesley	Ralph Brownless	250	2	38
New Ivesley	William Button	227	2	31
Hayslett House	Thomas Button	150	0	9
Woodlands at West and South Brandon, Hillhouse, Biggin, High and Low Waterhouses, Bail Hill, Ivesley, and Hayslett House	William Russell, Esquire	423	0	0
Township of Hedley Hope in the Parish of Lanchester.				
Part of Old Ivesley (formerly Common)	Ralph Brownless	101	3	3
Township of Cornsay in the same Parish.				
Part of Cornsay Lane Foot	Eleanor Batey	59	0	31
Township of Crook and Billy Row in the Parish of Brancepeth.				
Billy Hall	Thomas Thompson	152	1	20
Township of Willington in the Parish of Brancepeth.				
Lingey Close	John and Ralph Coates	147	0	16
Willington Tile Sheds	Mary Bowman	8	0	0
Willington Farm	Joseph Hall	182	2	10
Willington Farm	Thomas Atkinson	136	3	38
Willington Old Hall	William Richardson	160	0	0
Woodlands at Old Hall	William Russell, Esquire	14	0	17
Willington Batts	Joseph Nattrass	38	3	12
Land at Willington	Robert William Mills	15	3	4
Township of Byers Green in the Parish of St. Andrew Auckland.				
Part of Willington Farm	Thomas Atkinson	35	3	0
Byers Green	Elizabeth Turnbull	9	3	14
Byers Green	Joseph Nattrass	26	2	9
Woodlands Byers Green	William Russell, Esquire	—		
Township of Framwellgate in the Chapelry of Saint Margaret and Parish of Saint Oswald.				
Newton Hall	Henry John Spearman	69	1	14
Frankland	William Wallace	180	1	6
Carr House	John Proud	113	0	7
Trewitt Mires	John Pattison	72	3	3

Description.	Occupiers.	Quantities. A. R. P.
East Moor Leas - - -	John Lockey - -	81 0 33
Low Newton - - -	Ann Dobson - - -	111 3 30
Red House - - - - -	John Waugh - -	106 0 38
Hag House and Red Brea - - -	George Robinson - -	204 3 5
Entersteads and Nagsfold - - -	John Bowes - -	52 1 27
Woodlands at Red House and Carr House -	William Russell, Esquire -	28 0 0
Township of Mordon in the Parish of Sedgefield.		
Rudds House - - -	Thomas Smith - -	225 3 23
Township of Foxton cum Shotten in the same Parish.		
Bog Hall and Crowdy Hall - -	John Thompson - -	379 2 38
Foxton Farm - - - -	Robert Smith - -	207 0 2
Foxton Farm - - -	Ralph Peacock - -	165 1 26
Foxton Farm - - - -	William Bayston - -	128 0 12
Part of Hely House Farm - - -	Matthew Fawell - -	103 0 16
Part of West Layton Farm - - -	William Race - -	42 1 38
Shotton Farm - - - -	William Mawlam - -	397 2 29
Shotton Farm - - - -	John Applegarth - -	290 3 32
Woodlands in Foxton and Shotton, and Waste	William Russell, Esquire -	65 0 12
Township of Bradbury in same Parish.		
Part of Brakes Farm - - -	Isabella Stephenson -	81 1 4
Woodlands ditto - - -	William Russell, Esquire -	12 3 29
Township of Sedgefield in same Parish.		
South Layton Farm - - - -	William Thompson -	220 1 32
Cowley Houses - - - -	Michael Tinkler - -	339 0 0
East Layton - - - -	Thomas Richardson -	249 3 36
Part of West Layton - - -	William Race - -	161 3 18
Part of Hely House - - -	Matthew Fawell - -	82 2 8
Woodlands at Layton - - -	William Russell, Esq. -	56 3 21
Township of Trimdon in the Parish of Kelloe.		
Park House, Trimdon - - -	Robert Kay - -	215 0 0
Township of Bishop Middleham in the Parish of Bishop Middleham.		
Bishop Middleham - - - -	Thomas Wilkinson -	103 0 0
Middleham East House - -	John Miller - -	140 3 13
Bishop Middleham - - - -	Tiplady Garthwaite -	10 2 30
Bishop Middleham - - - -	Reverend John Smeddle -	12 3 27
Township of Thorpe in the Parish of Grindon.		
Woodend - - - -	Elizabeth Crawford -	215 3 27
Woodside - - - -	John Fawell - -	226 2 10
Moor House - - - -	Hannah Moutrey - -	193 2 27

Description.	Occupiers.	Quantities. A. R. P.
Fulthorp - - - -	William and Thomas Wheatley.	324 2 13
Thorp Farm - - - -	Thomas Parkin - -	189 2 8
Thorp Farm - - - -	Carlisle Bamlett - -	127 1 32
Land near Thorp - - -	George Maughan - -	6 3 18
Land near Thorp - - -	Peter Golightly - -	4 3 26
Blue Stone Mill - - -	James Crisp - -	10 0 0
Part of Low Middlefield House - -	Abraham and Robert Fletcher	18 2 0
Thorp Thewles - - - -	Thomas Watt - -	268 1 1
Woodland, et cetera - - -	William Russell, Esq. -	90 2 36
Township of Norton in the Parish of Norton.		
Low Middlefield House - -	Abraham and Robert Fletcher	183 2 20
Middlefield House - - - -	Carlisle Bamlet - -	199 2 9
High Middlefield House - - -	Joseph Maughan - -	183 2 28
Thorney Close - - - -	Christopher Collpitts -	136 1 32
Part of Blue Stone Mill - - -	James Crisp - -	1 2 0
Blakiston Mill - - - -	George Maughan - -	26 2 31
Blakiston Old Hall - - - -	Joseph Wanless - -	20 2 30
Woodlands and Waste, et cetera - -	William Russell, Esquire -	5 0 0
Township of Usworth in the Parish of Washington.		
Usworth, East House, and Follousby -	Thomas Morriss - -	375 0 39
Usworth and Blue House - - -	William Russell, Esquire, and Co.	350 0 0

THE SECOND PART;

CONTAINING

LANDS devised by the CODICIL to the WILL of MATTHEW RUSSELL, Esquire, deceased.

Township of Brancepeth in the Parish of Brancepeth.

Oakenshaw - - - -	Anthony Adamson -	175 0 14
Milkupbank - - - -	Robert Hearon - -	209 0 17
West Parks - - - - -	William Hewitson - -	246 3 17
Park House - - - -	William Jackson - -	151 1 23
Lock Gate Field, West Parks - - -	Henry Brownless, junior -	20 3 2
Woodlands at Oakenshaw, Park House, and West Parks - - - -	William Russell, Esquire -	115 0 15

Township of Cornsay in the Parish of Lanchester.

Part of Cornsay Lane Foot - - -	Eleanor Batey - -	62 3 22

Description.	Occupiers.	Quantities.
Township of Helmington Row in the Parish of Brancepeth.		
		A. R. P.
Helmington Row - - - -	Thomas Lindsay - -	240 3 5
Township of Willington in same Parish.		
Burn Mouth - - -	William Jackson - -	5 2 27

THE THIRD PART;

CONTAINING

LANDS purchased by the TRUSTEES under the CODICIL to the WILL of MATTHEW RUSSELL, Esquire, deceased.

Township of Brancepeth in the Parish of Brancepeth.

Kirkley's Field near Brancepeth - -	William Pickering -	4 2 0
Township of Willington in same Parish.		
Field at Lingey Close - - -	John and Ralph Coates -	5 0 0
Field near Willington - - -	Joseph Hall - -	5 0 0
Township of Hett in the Parish of Church Merrington.		
Hett - - - -	James Innes - -	167 0 15
Township of Sedgefield in the Parish of Sedgefield.		
Hogg's House - - -	Thomas Fleetham - -	171 1 14
Part of ancient Hardwick Estate - -	James Lockey - -	255 1 15
Mill Lands, Part of ditto - - -	Robert Thompson -	12 2 19
Temple Field and Brakes, ditto - -	Isabella Stephenson -	110 3 0
Rye Hill Fields, ditto - - -	William Bowser - -	30 2 28
Part of Park, ditto - - - -	John Hall - - -	9 1 8
Pleasure Grounds and Gardens, ditto, and Woodlands - - - -	William Russell, Esquire -	132 0 37
Township of Bishop Middleham in the Parish of Bishop Middleham.		
Part of Green Knowles - - -	James Lockey - -	56 1 31
Part of Knotty Hill - - - -	John Hall - -	65 2 26

R. W. MILLS.
JOHN GREGSON.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1839.