ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

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March One thousand eight hundred and nineteen, and made or expressed to be made between the said *Charles William Vane* Marquess of *Londonderry*, then called the Right Honourable *Charles William Stewart* Lord *Stewart*, of the First Part, the said *Edmund M'Donnell* and the Right Honourable *Anne Catherine* Countess of *Antrim* his Wife of the Second Part, the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim*, the said *Frances Anne Vane* Marchioness of *Londonderry*, then The Right Honourable *Frances Anne Vane* commonly called Lady *Frances Anne Vane*, and the said *Frances Anne Vane* Marchioness of *Londonderry*, of the Third Part, the said *Robert* Marquess of *Londonderry*, then The Right Honourable Sir *Robert Stewart*, and commonly called Viscount *Castlereagh*, and the said Sir *John Beckett*, then *John Beckett* Esquire, of the Fourth Part, the said *Alexander Robert Stewart* and *Edmund M'Donnell* of the Fifth Part, the said *Edward* Lord *Ellenborough* and *Thomas Henry* Lord *Ravensworth* (then Sir *Thomas Henry Liddell* Baronet) of the Sixth Part, and the said *Nathaniel* Earl of *Leitrim* and *Thomas Wood* of the Seventh Part, (being Articles of Agreement entered into previously to and in consideration of the Marriage then intended and which was shortly after had and solemnized between the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry* now his Wife,) it was witnessed, that in obedience to certain Orders of the High Court of Chancery therein recited, and for carrying certain Proposals therein recited to have been made by the said *Charles William Vane* Marquess of *Londonderry*, and to have been approved as therein mentioned, into execution, and in consideration of the said then intended Marriage, and of a certain Settlement made by an Indenture of even Date therewith, the said *Charles William Vane* Marquess of *Londonderry* did, for himself, his Heirs, Executors, and Administrators, covenant and agree with the said *Alexander Robert Stewart* and *Edmund M'Donnell*, their Executors and Administrators, that in case the said then intended Marriage should be duly had and solemnized, and the said *Frances Anne Vane* Marchioness of *Londonderry* should live to attain the Age of Twenty-one Years, they the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry*, and all necessary and proper Parties, would, on the Request of the said *Alexander Robert Stewart* and *Edmund M'Donnell*, or the Survivor of them, or the Executors or Administrators of such Survivor, make, do, and execute all such Conveyances, Assurances, Matters, and Things as should be necessary for suffering and perfecting Three or more Common Recoveries of the Manors or Lordships, Capital and other Messuages, Lands, Tithes, Collieries, Coal Mines, Seam and Seams of Coal, and Hereditaments therein mentioned, situate and arising in the County of *Durham* and in the City of *Durham*, and of One undivided Sixth Part or Share of and in the Castle, Messuages, Lands, Rents, and Hereditaments therein mentioned, situate and arising in *Ireland*, and of the Entirety of Messuages, Farms, Lands, Tenements, Rents, and Hereditaments therein mentioned, also situate and arising in *Ireland*, of or belonging to her the said *Frances Anne Vane* Marchioness of *Londonderry*, for the Purpose of barring the Estates Tail of her the said *Frances Anne Vane* Marchioness of *Londonderry* of and in all and singular the said Hereditaments and Premises, and for conveying, settling,

settling, and assuring the same Manors and other Hereditaments to the Use of the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Solemnization of the said then intended Marriage, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes, and under and subject to the Provisoes, Declarations, and Agreements hereinafter expressed of or concerning the same, and in part hereinafter mentioned, with several Remainders over, (being the Uses limited of or in the same Premises in and by the Indenture of Settlement now in recital in remainder expectant upon the Term of Five hundred Years thereby limited as herein-after is mentioned,) and with an Agreement and Declaration that the said Term of Five hundred Years so to be limited to the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, should be declared to be upon the Trusts therein mentioned for raising, during the joint Lives of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry*, the annual Sum of Two thousand Pounds for the separate Use of the said *Frances Anne Vane* Marchioness of *Londonderry*, by way of Pin Money, and upon further Trust by and out of the Rents, Issues, and Profits of the said Hereditaments and Premises during the Term of Eight Years, to be computed from the Twentieth Day of *July* One thousand eight hundred and eighteen, levy and raise the annual Sum of Four thousand Pounds, by equal half-yearly Payments on the Days therein mentioned in every Year, and to lay out and invest the same annual Sum of Four thousand Pounds (as and when the same should be so raised) in the Purchase of a competent Share or competent Shares of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, and to receive the Interest, Dividends, and annual Produce of the said Stocks, Funds, and Securities, and lay out and invest the same in or upon any such Stocks, Funds, or Securities as aforesaid, so that the same annual Sum of Four thousand Pounds, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the resulting Income and Produce thereof, might during the said Term of Eight Years accumulate in the way of Compound Interest, and to stand possessed of the said annual Sum of Four thousand Pounds, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the Accumulations thereof respectively, upon trust at the Expiration of the said Term of Eight Years to call in and convert the same into Money, and to lay out and invest the Money to be produced as lastly therein and herein before mentioned in the Purchase of Freehold Estates of Inheritance, to be situate in *England* or *Wales*, or both, or of Copyhold or Customary Land convenient to be held therewith, or with the Lands hereinbefore covenanted to be settled, and to settle and assure the Lands and Hereditaments so to be purchased in such and the same Manner as therein-after was expressed with respect to the Estates and Hereditaments to be purchased with the Money to be produced by any Sale or Sales which should be made in exercise of the Powers therein-after directed and herein-after mentioned for that Purpose of any of the said Manors, Lands, and other Hereditaments

ments therein-before covenanted to be settled as aforesaid, and should stand possessed of and interested in the said Term of Five hundred Years, subject to the Trusts therein-before declared concerning the same Term, upon such Trusts as were therein-after declared and expressed for raising Monies (if necessary) for paying the Fines, Fees, and Expenses of obtaining Renewals of the Lease or Leases of the Leasehold Coal Mines, Wayleaves, and Premises to be comprised in the said then intended Settlement, or for obtaining new Grants or Leases of Wayleaves or new Collieries, or other Advantages and Premises, as therein-after mentioned, when and so often as it should be practicable and deemed expedient to take such Renewals or new Grants, and to raise the Monies necessary for that Purpose out of the said Hereditaments comprised in the said Term of Five hundred Years, and also for raising an annual Sum or annual Sums to be accumulated for the Purpose of paying off and discharging any Monies to be raised or applied for the Payment of such Fines, Fees, and Expenses as aforesaid, or for other Purposes, according to the Provisions in that Behalf therein-after contained; and by the said Articles it is further witnessed, that in further Obedience to the said recited Orders of the said Court of Chancery on the Part of the said *Charles William Vane* Marquess of *Londonderry*, and in further Performance of the said recited Proposals, and in consideration of the said then intended Marriage, and for other the Considerations therein-before mentioned, the said *Charles William Vane* Marquess of *Londonderry*, with the Privity and Approbation of the said *Edmund M'Donnell* and *Anne Catherine* Countess of *Antrim* his Wife, did further covenant and agree with the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, that in case the said then intended Marriage should be had and solemnized he the said *Charles William Vane* Marquess of *Londonderry*, and all other necessary and proper Parties, would immediately after the Solemnization of the said then intended Marriage, by all such Acts, Deeds, Assignments, and Assurances in the Law as should be requisite and effectual for that Purpose, assign, transfer, and set over unto the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, all and singular the Coal Mines, Veins and Seams of Coal, and other Minerals, Collieries, Messuages, Lands, Tenements, Wayleaves, Rights of Way, Road, and Passage, Liberties, Rights, and Easements, and other the Premises respectively comprised in a certain Indenture of Lease bearing Date the Twentieth Day of *July* One thousand eight hundred and five, from the Dean and Chapter of the Cathedral Church of *Durham*, and the several other Indentures of Lease therein particularized and therein-before respectively recited or noticed, with the Appurtenances, and all other the Leasehold Coal Mines, Veins and Seams of Coal, to which the said *Frances Anne Vane* Marchioness of *Londonderry* was then entitled, and the Wayleaves, Rights, Liberties, Easements, and other Appurtenances and Advantages held therewith or appertaining thereto, and all other the Hereditaments and Premises whatsoever in the County of *Durham* of or to which the said *Frances Anne Vane* Marchioness of *Londonderry* was possessed or entitled under any Lease or Leases for Years, with their Appurtenances, to hold the same to the said *Robert* Marquess of *Londonderry* and

and Sir *John Beckett*, their Executors, Administrators, and Assigns, for the Residue of the several Terms of Years by the said Leases respectively granted, and which should then be to come and unexpired, subject to such Reservations and Exceptions as in the several Leases of the said Premises respectively, or any of them, were expressed and contained, upon such Trusts, and to and for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as, allowing for the different Natures and Tenures of the Estate, would best and nearest correspond with the Uses, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, therein-before expressed or mentioned and directed to be inserted and contained in the Settlement therein-before covenanted to be made of and concerning the Freehold Hereditaments of the said *Frances Anne Vane* Marchioness of *Londonderry*, in possession, agreed to be settled as aforesaid; and in the said Articles is contained a Proviso that it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, in case and when and as often as they or he should be required so to do in Writing by the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry* during their joint Lives, either before or after the Expiration of the several Terms of Years for which the said Leasehold Premises were then holden, or other the subsisting Term or Terms of Years for the Time being, to renew the then present or any future Lease or Leases of the said Leasehold Coal Mines, Lands, and Premises respectively, or any of them, or any Part or Parts thereof, either on Fines or otherwise, as should be required as aforesaid, and to make such Surrenders of the subsisting Lease or Leases for the Time being as should be necessary for obtaining any such Renewal or Renewals thereof, but subject to such Provisions as were therein-after contained for the Indemnity of the Trustees; and it was by the said Articles declared and agreed, that in all Cases the Estate or Estates, Term or Terms, which should or might be acquired by means of each and every or any Renewal of the then subsisting Leases or any of them, or any future Lease or Leases, should be vested in the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Declarations, and Agreements as the Estate or Estates, Term or Terms then previously subsisting would have been liable to in case the same had been then subsisting, and such Renewal or Renewals as aforesaid had not been made; and by the said Articles it is further declared and agreed, that for the better working of the said Collieries thereby agreed to be settled it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, or the Survivor of them, his Executors, Administrators, or Assigns, at any Time or Times, with the Consent of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry*, during their joint Lives, to take or procure Grants of any Wayleaves, Rights of Way, Road, or Passage, and other Rights, Liberties, or Easements whatsoever, or Leases of any other Colliery or Collieries, or of any Lands or

Premises, either at Rack Rent or on Fine, or otherwise howsoever, and also to make any Waggonways, Tramroads, or Railways, and also to make any other Engagements of the same or the like Nature, and to do or cause to be done any other Acts, Matters, or Things which should or might be deemed necessary, convenient, or advantageous for the working of the Collieries intended and agreed to be settled as aforesaid, or any of them, and upon the obtaining any such Wayleaves, Easements, or Leases, or the making of any such Engagements of the same or the like Nature, to contract to pay any reasonable Sum or Sums of Money for the Purchase or as the Consideration for the same; and in the said Articles is contained a Proviso that all such Grants of Wayleaves or other Easements and Leases of Collieries, or other Tenements and Premises as aforesaid, and other beneficial Interest to be acquired under the Power last therein-before contained and herein-before mentioned, should from and after the Acquisition thereof respectively become subject to such and the same Trusts, Powers, Provisoes, Agreements, and Declarations as were therein-before declared, expressed, and contained of and concerning the said Leasehold Premises thereby agreed to be settled, or such and so many of the said Trusts, Powers, Provisoes, Agreements, and Declarations as should be existing undetermined and capable of taking effect; and as to the Sum or Sums of Money which should or might be necessary for paying the Fines, Fees, and Expenses of all and every or any such Renewal or Renewals of the then subsisting Leases or any of them, or of any subsisting Lease or Leases for the Time being, or which should or might be contracted to be paid as the Purchase Monies or Considerations for any such Grants of Wayleaves, Rights, Liberties, Easements, or Leases as aforesaid, or which should be necessary for the making of any such Ways, Tramroads, or Railways, or for effecting any other Engagement or Arrangement, or doing any other Act, Matter, or Thing necessary, convenient, or advantageous for the working of the said Collieries or any of them, according to the Powers in that Behalf therein-before contained, it was by the said Articles declared and agreed, that it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, and the Survivor of them, his Executors, Administrators, and Assigns, to raise and levy such Sum or Sums of Money by any Mortgage or Mortgages of the Hereditaments and Premises comprised in the Term of Five hundred Years therein-before directed to be limited and created, or any Part or Parts thereof, for all or any Part of the said Term of Five hundred Years, in preference to all or any of the Trusts therein-before agreed to be declared respecting the said Term, except the Trust therein-before agreed to be declared for raising an annual Sum of Two thousand Pounds by way of Pin Money, or it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, or the Survivor of them, his Executors, Administrators, or Assigns, to raise and pay such Fines, Fees, and Expenses, or other Sums of Money as aforesaid, out of the Fund therein-before provided to be raised by the Investment of the aforesaid annual Sum of Four thousand Pounds, and the Accumulation thereof during the aforesaid Period of Eight Years, or otherwise out of any other of the Funds to be raised by Investment of an annual Sum of Money, and the Accumulations thereof,

thereof, as therein and herein after mentioned, or to apply such Funds, or any or either of them, in part Payment of the Monies which it should be necessary to raise as aforesaid, and to raise and levy so much as the same would not extend to pay by way of Mortgage, as therein-before was provided; and it was by the said Articles agreed and declared, that the said respective Funds to arise from the said Investments and Accumulations respectively as aforesaid, or any of them, or any Part thereof respectively, should or might be applied for the Purposes last aforesaid, at any Time or Times, either during any Term of Years therein-before or therein-after directed for the Continuance of such Investments and Accumulations respectively, or after the Expiration thereof, and before the Application of the said Trust Fund arising by such Investment and Accumulation in the Purchase of Lands or Hereditaments, pursuant to the Trusts and Directions in that Behalf therein-before or therein-after contained; and it was by the said Articles declared and agreed, that the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, should stand possessed as well of the said Term of Five hundred Years, in preference to all other the Trusts therein-before declared concerning the same, except as therein-before excepted, as also of the accumulated Fund or Funds to be raised and created as therein-before and therein-after mentioned, and herein-before is referred to, upon trust and to the Intent to raise or levy thereout such Sum or Sums of Money as last aforesaid, as and when Occasion should from Time to Time require; and in the said Articles is contained a Proviso that when and so often as any Lease or Leases of the said Leasehold Coal Mines, Lands, and Premises, or any of them, should be renewed upon Payment of a Fine or Fines, or any new or other Grant or Grants, or Lease or Leases of any Wayleaves or other Easements, or of any Collieries, Tenements, or Premises, should be taken upon Payment of a Fine or Fines or Sum or Sums of Money, and the Amount of such Fine or Fines or Sum or Sums of Money, and the Fines, Fees, and Expenses of effecting such Renewals or Renewal, or taking such new or other Grant or Grants or Lease or Leases as last aforesaid, should be raised by any Mortgage of the settled Estates or any Part thereof, or by or out of the accumulated Funds therein-before or therein-after mentioned, or any of them, then and in every such Case it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, or the Survivor of them, and his Executors, Administrators, and Assigns, and they and he were and was thereby required, by and out of the annual Rents, Issues, and Profits of the said Manors, Lands, Tenements, and Hereditaments therein-before covenanted and agreed to be settled, and also of certain Copyhold or Customary Hereditaments therein covenanted and agreed to be settled upon Trusts corresponding with the Uses of the said Freehold Hereditaments agreed to be settled as aforesaid, and of the said Leasehold Collieries, Tenements, and Premises, but subject during the joint Lives of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry* to the said annual Sum of Two thousand Pounds, therein-before directed to be provided for the said *Frances Anne Vane* Marchioness of *Londonderry* by way of Pin Money, to raise and levy, yearly and every Year during the new Term of Years which should be

actually

actually acquired by means of any such Renewal or Grant or Lease as aforesaid, such annual Sum of Money as would be sufficient, by the Accumulation thereof in the Way of Compound Interest after the Rate of Four Pounds *per Cent. per Annum* during such new Term, to repay at the End of such new Term the Sum of Money which should have been applied in the Payment of the Fine or Fines or Sum or Sums of Money, Fees, and other necessary Charges and Expenses attending the procuring such new Term, together with Compound Interest upon the same Sum of Money after the Rate aforesaid during the Time (if any) which should elapse between the Time of the actual Payment of such Fine or Fines or Sum or Sums of Money, Fees, Charges, and Expenses, and the Time at which the new Term actually purchased therewith should have commenced; and it was by the said Articles declared and agreed, that whenever any such Renewal as aforesaid should have been effected before the Expiration of the Lease thereby renewed, and a new Lease should be taken for a full Term in possession, then and in such Case, although the then subsisting Residue of the then present Lease should be surrendered, or should be determined by the Acceptance of such new Lease, the Residue of such previous Term should, with reference to all the Provisions therein contained, be deemed and considered to be subsisting, and the Residue only of the Term granted by the renewed Lease, after deducting therefrom the then unexpired Portion of the previous Lease or Term, should be deemed to be the new Term or Terms actually acquired by such Renewal, and during which an Accumulation was to be made by raising the Monies expended in purchasing the same as aforesaid; and as to the annual Sum of Money therein-before directed to be raised from Time to Time during such new Term of Years to be acquired as aforesaid, it was thereby declared and agreed, that the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, or the Survivor of them, his Executors, Administrators, or Assigns, should stand possessed thereof upon the Trusts therein-after declared, (that is to say,) upon trust to lay out and invest the same from Time to Time in the Names or Name of the said Trustees or Trustee for the Time being, in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England*, to be from Time to Time altered and varied as Occasion should require, and to receive the Interest, Dividends, and annual Produce of the Monies so from Time to Time laid out, and the Stocks, Funds, and Securities in or upon which the same should be invested as aforesaid, and lay out and invest such Interests, Dividends, and yearly Proceeds in or upon Stocks, Funds, or Securities of the like Nature (to be also altered and varied as aforesaid), so that the same annual Sum, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce, and the resulting Income and annual Produce thereof, might, during the Period therein-before directed for the raising and Payment of such annual Sum, accumulate in the Way of Compound Interest, and the said Trustees or Trustee should stand and be possessed of and interested in the same annual Sum, Stocks, Funds, and Securities, Interests, Dividends, and annual Produce, and the Accumulations thereof respectively, upon trust at the End of the Period therein-before appointed for the Accumulation of the same annual Sum to call in and convert

convert the same respectively into Money, and to apply the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, to be situated somewhere in that Part of *Great Britain* called *England* or in the Principality of *Wales*, or both, or of Copyhold or Customary Lands convenient to be held therewith or with the Lands therein-before covenanted to be settled; and to settle and assure or cause to be settled and assured the Estates, Lands, and Hereditaments so to be purchased, as lastly therein-before expressed or declared, or directed or referred to, with respect to the Manors, Lands, and other Hereditaments to be purchased with the Produce of the accumulated Fund to arise from the said annual Sum of Four thousand Pounds therein-before directed to be raised and accumulated during the Period of Eight Years as aforesaid; and in the said Articles is contained a Proviso that it should be lawful for the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, and they or he were or was thereby required, at any Time or Times, with the Consent in Writing of the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry*, during their joint Lives, to apply any such Sum or Sums of Money as last therein-before directed to be invested in the Purchase of Freehold, Copyhold, or Customary Estates, when the same should become so applicable, in or towards Payment of any Charge or Incumbrance or Charges or Incumbrances which should or might have been created under the Trusts of the said Term of Five hundred Years therein-before agreed to be limited for the Purpose of effecting any such Renewal or Renewals of a Lease or Leases, or of obtaining any such new Grant or Lease or Grants or Leases of Wayleaves, Easements, Coal Mines, or other Premises, as therein-before directed or authorized, but if there should be no such Charge or Incumbrance or Charges or Incumbrances as last mentioned then subsisting, then and in such Case the said Trust Monies might, with such Consent or of such Authority as aforesaid, be applied in or towards Payment or Discharge of any other Charge or Charges, Incumbrance or Incumbrances, which should or might then affect the Freehold Manors, Estates, and Hereditaments thereby agreed to be settled, or any Part or Parts thereof; and reciting that the Marriage between the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry* was duly had and solemnized; and also reciting that by an Indenture indorsed upon the said Marriage Articles bearing Date on or about the First Day of *May* in the said Year One thousand eight hundred and nineteen, and made or expressed to be made between the said *Charles William Vane* Marquess of *Londonderry* (then Lord *Stewart*) and the said *Frances Anne Vane* Marchioness of *Londonderry* (then Lady *Stewart*) his Wife of the one Part, and the said *Robert* Marquess of *Londonderry* (then Viscount *Castlereagh*) and the said Sir *John Beckett* (then the Right Honourable *John Beckett*) of the other Part, it was witnessed, that in pursuance and Performance of the Covenant and Agreement contained in the herein-before recited Marriage Articles on the Part of the said *Charles William Vane* Marquess of *Londonderry* in that respect, and in consideration of the said Marriage, and for the nominal Consideration

therein mentioned, the said *Charles William Vane* Marquess of *Londonderry* did bargain, sell, assign, transfer, and set over unto the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, all and singular the Leasehold Coal Mines, Veins and Seams of Coal, and other Minerals, Collieries, and other Messuages, Lands, and Tenements, Wayleaves, Rights of Way, Road, and Passage, and other Liberties, Rights, and Easements, Tithes, Tenths, Hereditaments, and Premises in and by the herein-before recited Marriage Articles agreed to be settled as herein-before is mentioned, with their Rights, Members, and Appurtenances, to hold the same unto the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, for all the Residue and Remainder then to come and unexpired of the several Terms of Years granted by the said Indentures of Lease respectively of and in the same Premises respectively, at and under the several yearly Rents in the said several Indentures of Lease reserved, and under and subject to the Covenants, Provisoes, Conditions, and Agreements in the same Indentures respectively contained, on the Part of the Tenants or Lessees of the same Premises respectively to be observed and performed, upon the Trusts nevertheless, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations in and by the herein-before recited Marriage Articles expressed and declared of and concerning the same; and reciting that the said *Frances Anne Vane* Marchioness of *Londonderry* attained the Age of Twenty-one Years on the Seventeenth Day of *January* One thousand eight hundred and twenty-one; the Freehold Manors or Lordships, or reputed Manors or Lordships, Capital and other Messuages or Tenements, Lands, Tithes, Collieries, Seams of Coal, Hereditaments, and Premises in the said County of *Durham* and in the said City of *Durham*, and the One undivided Sixth Part or Share of and in the Castle, Messuages, Tenements, Cottages, Lands, Rents, and Hereditaments therein mentioned, situate and arising in *Ireland*, and also the several Messuages, Farms, Lands, Tenements, Rents, and Hereditaments in *Ireland* in and by the said recited Marriage Articles respectively agreed to be settled as herein-before is mentioned, (of which Premises respectively Common Recoveries had been suffered in the proper Court, in pursuance of the aforesaid Covenant or Agreement in that Behalf contained in the said Marriage Articles,) were by the said Indentures of Lease and Release now in recital settled and limited (subject and without Prejudice as in the said Indenture of Release now in recital is mentioned) to the Use of the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Solemnization of the said Marriage between the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry*, without Impeachment of Waste, upon the Trusts in the said Indenture of Release declared concerning the same and in part herein-after mentioned, with Remainder to the Use of the said *Charles William Vane* Marquess of *Londonderry* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *Alexander Robert Stewart* and *Edmund M'Donnell* and their Heirs, during

during the Life of the said *Charles William Vane* Marquess of *Londonderry*, upon trust to support contingent Remainders, with Remainder to the Use of the said *Frances Anne Vane* Marchioness of *Londonderry* and her Assigns for her Life, without Impeachment of Waste, with Remainder to the Use of the said *Alexander Robert Stewart* and *Edmund M'Donnell* and their Heirs during the Life of the said *Frances Anne Vane* Marchioness of *Londonderry*, upon trust to support the contingent Remainders, with Remainder to the Use of the said *Edward* Lord *Ellenborough* and *Thomas Henry* Lord *Ravensworth*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the Decease of the Survivor of them the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry*, without Impeachment of Waste, upon the Trusts in the said Indenture of Release declared concerning the same, and in part herein-after mentioned, with Remainder to the Use of the Honourable *George Henry Robert Charles Vane* commonly called Viscount *Seaham*, the eldest Son of the said *Charles William Vane* Marquess of *Londonderry* by the said *Frances Anne Vane* Marchioness of *Londonderry*, and the Heirs Male of his Body lawfully issuing, with divers Remainders over; and as to the said Term of Five hundred Years limited to the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, their Executors, Administrators, and Assigns, it was by the said Indenture of Release agreed and declared that the same was so limited to them upon trust by the Ways and Means therein mentioned to raise the annual Sum of Two thousand Pounds for the separate Use of the said *Frances Anne Vane* Marchioness of *Londonderry*, by way of Pin Money, during the joint Lives of the said *Charles William Vane* Marquess of *Londonderry* and her the said *Frances Anne Vane* Marchioness of *Londonderry*, and upon further Trust during the then Residue of the Term of Eight Years, to be computed from the Twentieth Day of *July* One thousand eight hundred and eighteen, to raise the annual Sum of Four thousand Pounds by half-yearly Payments, and to stand possessed thereof upon the Trusts declared concerning the same in and by the said Marriage Articles; and it was thereby further agreed and declared, that the said *Robert* Marquess of *Londonderry* and Sir *John Beckett*, and the Survivor of them, his Executors, Administrators, and Assigns, should stand possessed of the said Term of Five hundred Years thereby limited as aforesaid upon the Trusts therein mentioned (being such Trusts as were in the herein-before recited Marriage Articles declared or directed to be declared and expressed of or concerning the Term of Five hundred Years thereby directed to be limited as herein-before is mentioned); and the Trusts of the said Term of One thousand Years thereby limited to the said *Edward* Lord *Ellenborough* and *Thomas Henry* Lord *Ravensworth* were declared to be for the raising the Sum or Sums of Money therein mentioned for Portions for the younger Children of the said *Charles William Vane* Marquess of *Londonderry* by the said *Frances Anne Vane* Marchioness of *Londonderry* his Wife; and the Trusts of the said Term of One thousand five hundred Years thereby limited to the said *Nathaniel* Earl of *Leitrim* and *Thomas Wood* were declared to be for raising

increased

increased Portions for the Daughters of the said Marriage in case of Failure of Issue Male thereof: And whereas the Marriage between the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry* was solemnized as aforesaid on the Third Day of *April* in the said Year One thousand eight hundred and nineteen, and there is Issue of the said Marriage Three Sons, namely, the said *George Henry Robert Charles Vane* commonly called Viscount *Seaham*, the Honourable *Adolphus Frederick Charles William Stewart Vane* commonly called *Lord Adolphus Vane*, and the Honourable *Ernest Randell Vane* commonly called Lord *Ernest Vane*, and no other Son: And whereas by Indenture bearing Date the Twentieth Day of *June* One thousand eight hundred and thirty-eight, and made between the said Sir *John Beckett* of the First Part, the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry* of the Second Part, the said *Arthur Hill* Viscount *Dungannon* of the Third Part, the said Sir *John Beckett* and the said *Arthur Hill* Viscount *Dungannon* of the Fourth Part, and *John Ball* of the Fifth Part, the said *Arthur Hill* Viscount *Dungannon* was appointed a Trustee in the Place of the said *Robert* Marquess of *Londonderry* for such of the Purposes for which the said *Robert* Marquess of *Londonderry* was in and by the said Marriage Articles of the Twenty-seventh Day of *March* One thousand eight hundred and nineteen appointed a Trustee of the said Term of Five hundred Years as then remained to be performed, and by the said Indenture the said Sir *John Beckett* assigned all the Freehold, Copyhold, and Leasehold Hereditaments and Premises comprised in and then subject to the Trusts of the said Term of Five hundred Years, with their Appurtenances, unto the said *John Ball*, his Executors, Administrators, and Assigns, for all the Residue of the said Term of Five hundred Years, upon Trust that the said *John Ball* should forthwith assign the same unto the said Sir *John Beckett* and Viscount *Dungannon*, their Executors, Administrators, and Assigns, for all the Residue of the said Term of Five hundred Years, upon and for the Trusts, Intents, and Purposes declared by the said Marriage Articles of the Twenty-seventh Day of *March* One thousand eight hundred and nineteen of or concerning the Estates and Premises whereof the said *Robert* Marquess of *Londonderry* and Sir *John Beckett* were appointed Trustees, or such of the same Trusts, Intents, and Purposes as were then subsisting or capable of taking effect, which Re-assignments were made by the said *John Ball* accordingly by Indenture respectively bearing Date the Twenty-first Day of *June* One thousand eight hundred and thirty-eight, and made between the said *John Ball* of the one Part, and the said Sir *John Beckett* and the said *Arthur Hill* Viscount *Dungannon* of the other Part: And whereas the said Viscount *Seaham* attained the Age of Twenty-one Years in or about the Month of *April* One thousand eight hundred and forty-two:

Indenture dated 20th June 1838, for Appointment of new Trustee.

Indenture of 27th August 1842, for Appointment of Edmund M'Donnell as Trustee.

And whereas by Indenture bearing Date the Twenty-seventh Day of *August* One thousand eight hundred and forty-two, and made between the said Sir *John Beckett* and Viscount *Dungannon* of the First Part, the said Marquess and Marchioness of the Second Part, the said Sir *John Beckett* of the Third Part, the said Viscount *Dungannon* and *Edmund M'Donnell* of the Fourth Part, and *William Cox* of the Fifth Part,

Part, after reciting (amongst other things) that the said Sir *John Beckett* was desirous of being discharged from acting in the Execution of the Trusts reposed in him by the said Marriage Articles and Indenture of Settlement respectively, it was witnessed, that in exercise of the Power or Authority for that Purpose by the herein-before recited Marriage Articles and Indenture of the Eighth Day of *June* One thousand eight hundred and twenty-two vested in the said Viscount *Dungannon*, the said Viscount *Dungannon* did, with the Consent of the said Marquess and Marchioness, nominate the said *Edmund M'Donnell* to be a Trustee in the Stead or Place of the said Sir *John Beckett*, for such of the Purposes for which the said Sir *John Beckett* was in and by the said Marriage Articles and the said Indenture of the Eighth Day of *June* One thousand eight hundred and twenty-two respectively, or either of them, appointed a Trustee, as then remained to be performed; and by the Indenture now in recital the said Sir *John Beckett* and Viscount *Dungannon* did assign unto the said *William Cox*, his Executors, Administrators, and Assigns, all and singular the Freehold, Copyhold, and Leasehold Hereditaments which immediately before the Execution of the Indenture now in recital were vested in the said Sir *John Beckett* and Viscount *Dungannon*, as Trustees of the said Marriage Articles of the Twenty-seventh Day of *March* One thousand eight hundred and nineteen and the said Indenture of the Eighth Day of *June* One thousand eight hundred and twenty-two, or either of them, to hold the Premises unto the said *William Cox*, his Executors, Administrators, and Assigns, for the then subsisting Term or Terms of Years therein respectively made, upon trust nevertheless that he the said *William Cox* should assign and transfer the same Leasehold Premises unto the said Viscount *Dungannon* and *Edmund M'Donnell*, their Executors, Administrators, and Assigns, for all the Residue therein respectively of the Terms of Years for which the same were respectively holden, upon and for the Trusts, Intents, and Purposes by the said Indenture or Marriage Articles of the Twenty-seventh Day of *March* One thousand eight hundred and nineteen declared concerning the Leasehold Hereditaments whereof the said *Robert* Second Marquess of *Londonderry* and Sir *John Beckett* were by the same Marriage Articles appointed Trustees, or such of the same Trusts as were then subsisting or capable of taking effect, and which Assignment was accordingly made by an Indenture bearing Date the Twenty-eighth Day of *August* One thousand eight hundred and forty-two, between the said *William Cox* of the one Part, and the said Viscount *Dungannon* and *Edmund M'Donnell* of the other Part: And whereas by Indenture of Resettlement, bearing Date the Twenty-ninth of *December* One thousand eight hundred and forty-two, by and between the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry* of the First Part, the said Viscount *Seaham* of the Second Part, the said *Arthur Hill* Viscount *Dungannon* and *Edmund M'Donnell* of the Third Part, Sir *Charles Fergusson Forbes* and *John Buddle*, since deceased, of the Fourth Part, *George William Pierrepont Bentinck* and *William Lyon* of the Fifth Part, and the Right Honourable *Frederick William Robert Stewart* commonly called Viscount *Castlereagh* of the Sixth Part, the said Estates and Hereditaments in the County of

Indenture of Resettlement of Estates, dated 29th December, 1842.

Durham, to which the said Viscount *Seaham* was under and by virtue of the herein-before recited Indenture of Settlement of the Eighth Day of *June* One thousand eight hundred and twenty-two entitled for an Estate in Tail Male, with the Appurtenances, (the Estate Tail of the said Viscount *Seaham* in all the said Hereditaments having been previously barred by an Indenture dated the Tenth Day of *August* One thousand eight hundred and forty-two,) were settled to the Use of the said Viscount *Castlereagh*, his Executors, Administrators, and Assigns, for the Term of One Day, in reversion expectant upon the Determination of the said Term of Five hundred Years limited by the said Indenture of the Eighth of *June* One thousand eight hundred and twenty-two, upon trust to prevent the Merger of the said Term of Five hundred Years in any Estate therein-after limited, and upon Trust to permit the Rents, Issues, and Profits of the said Estates, Hereditaments, and Premises to be enjoyed as if the said Term of One Day had not been thereby limited, and as if such Term of Five hundred Years in the same Premises would not have merged without such Term of One Day being created, and from and immediately after the Determination of such Term of One Day, and in the meantime subject thereto and to the Trust thereof, as, to, for, and concerning all and singular the Coal Mines and Seam and Seams of Coal opened or which should at any Time or Times thereafter be opened within or under the Lands, Tenements, and Hereditaments commonly called or known as the *Grange* Estate, the *Kelloe* Estate, and the *Seaham* Estate, and respectively mentioned and comprised in the First Schedule to the said Indenture annexed, with full Power to search for, and win, work, take, use, and dispose of all the Coal and Cinders whatsoever which should be found in the same Mines and Seams, with various Liberties, Privileges, and Easements for those Purposes, to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, upon and for the Trusts therein-after declared of and concerning the same, and as to all and singular the said Estates and Hereditaments (other than and except the said Mines, Minerals, Easements, Hereditaments, and Premises therein-before limited to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns), to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell* for the Term of Six hundred Years, without Impeachment of Waste, upon the Trusts therein-after declared of and concerning the same, and from and immediately after the Expiration or sooner Determination of the said Term of Six hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use that the said Viscount *Seaham* and his Assigns should, during the joint Lives of himself and of both or either of them the said *Charles William Vane* Marquess of *Londonderry* and the said *Frances Anne Vane* Marchioness of *Londonderry*, receive and take One annual Sum or yearly Rent-charge of One thousand five hundred Pounds, and after he should have attained the Age of Twenty-five Years the annual Sum or yearly Rent-charge of Two thousand Pounds, and after he should have attained the Age of Thirty Years the annual Sum or yearly Rent-charge of Two thousand five hundred Pounds, with Powers of Distress and Entry, as therein mentioned, and, subject and charged as therein-before is mentioned, to the Use of the said *George William*

William Pierrepont Bentinck and *William Lyon*, their Executors, Administrators and Assigns, for the Term of Seven hundred Years, to commence and be computed from the Day of the Date of the said Indenture, without Impeachment of Waste, upon the Trusts therein-after declared of and concerning the same, for the better securing the Payment of the said annual Sums respectively, and from and after the Expiration or other sooner Determination of the said Term of Seven hundred Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said *Charles William Vane* Marquess of *Londonderry* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Charles Fergusson Forbes* and *John Buddle*, their Heirs and Assigns, during the Life of the said *Charles William Vane* Marquess of *Londonderry*, upon trust to preserve the contingent Remainders, with Remainder to the Use of the said *Frances Anne Vane* Marchioness of *Londonderry* and her Assigns during her Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Charles Fergusson Forbes* and *John Buddle* during the Life of the said Marchioness of *Londonderry*, upon trust to preserve the contingent Remainders, with Remainder to the Use of the said Viscount *Seaham* during his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Charles Fergusson Forbes* and *John Buddle* during the Life of the said Viscount *Seaham*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said Viscount *Seaham* successively in Tail Male, and in default of such Issue to the Use of the said Lord *Adolphus Vane* during his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Charles Fergusson Forbes* and *John Buddle* during the Life of the said Lord *Adolphus Vane*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said Lord *Adolphus Vane* successively in Tail Male, with Remainder to the Use of the said Lord *Ernest Vane* for his Life, without Impeachment of Waste, with Remainder to the Use of the said Sir *Charles Fergusson Forbes* and *John Buddle* during the Life of the said Lord *Ernest Vane*, upon trust to preserve contingent Remainders, with Remainder to the Use of the First and other Sons of the said Lord *Ernest Vane* successively in Tail Male, with Remainder to the Use of the Fourth and every subsequent-born Son of the said *Charles William Vane* Marquess of *Londonderry* by the said *Frances Anne Vane* Marchioness of *Londonderry* successively in Tail Male, with Remainder to such Uses, upon and for such Trusts, Intents, and Purposes, as the said *Charles William Vane* Marquess of *Londonderry*, *Frances Anne Vane* Marchioness of *Londonderry*, and Viscount *Seaham* should by Deed or Instrument appoint, and in default of and until such Appointment, and so far as no such Appointment should extend, to such Uses, upon and for such Trusts, Intents, and Purposes as in the Indenture now in recital is expressed and declared of and concerning the same; and it was by the Indenture now in recital agreed and declared, that the said Estates, Hereditaments, and Premises were therein-before limited to the said Viscount *Dungannon* and *Edmund M'Donnell* for the said Term of Six hundred Years, and that the said Viscount *Dungannon* and *Edmund M'Donnell* should thenceforth stand and be possessed of the Residue of the said Term of Five hundred Years, limited by or by reference to the said

Indenture

Indenture of the Eighth of *June* One thousand eight hundred and twenty-two, of and in the Hereditaments comprised in the same Term, upon trust to continue to raise and apply the annual Sum of Two thousand Pounds for Pin Money for the said Marchioness of *Londonderry*, according to the Provisions in that Behalf in the said Indenture of the Eighth of *June* One thousand eight hundred and twenty-two contained or referred to, and subject thereto upon trust to raise from Time to Time as and when the same should be raiseable the several half-yearly Sums which had already become raiseable, and the several half-yearly Sums which should thereafter become raiseable in respect of any part Renewal or Purchase, and to accumulate and apply the same in manner in that Behalf provided by the said Indenture of the Eighth of *June* One thousand eight hundred and twenty-two, and the said Marriage Articles, and that the said Viscount *Dungannon* and *Edmund M'Donnell* should stand possessed of the Residue of the said Term of Five hundred Years limited by or by reference to the said Indenture of the Eighth of *June* One thousand eight hundred and twenty-two in such of the Hereditaments comprised in same Term as were thereby limited in strict Settlement, and of the said Term of Six hundred Years in the same Premises, upon further trust, as and when the same should become raiseable, by and out of the annual Rents, Issues, and Profits of the said Estates, Hereditaments, and Premises thereby limited in strict Settlement to levy and raise half-yearly during the respective Periods in that Behalf specified in the Third Part of the said Second Schedule thereunder written or thereunto annexed the half-yearly Sums in such Third Part of such Schedule mentioned or referred to, and should lay out and invest every such half-yearly Sum from Time to Time in the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and should receive the Interest, Dividends, and annual Produce of the Monies so laid out or invested, and lay out and invest such Interest, Dividends, and annual Produce in or upon Stocks, Funds, or Securities of the like Nature, so that the same half-yearly Sums, Stocks, Funds, and Securities, Interests, Dividends, and annual Produce, and the resulting Income and Produce thereof, might accumulate in the way of Compound Interest until the Twentieth of *July* One thousand eight hundred and fifty-seven, and the same Trustees or Trustee should stand and be possessed of and interested in the same half-yearly Sums, Stocks, Funds, and Securities, Interests, Dividends, and annual Produce, and the Accumulations thereof respectively, upon trust on the Twenty-first Day of *July* One thousand eight hundred and fifty-seven, the Day after the Day when the said Accumulation would cease, to call in and convert the accumulated Fund into Money, and to apply the Money to be produced thereby in the Purchase of Freehold Estates of Inheritance, and should settle and assure the Estates, Lands, and Hereditaments so to be purchased to the Uses, and upon and for the Trusts, Intents, and Purposes, to and upon which the said Estates, Hereditaments, and Premises thereby limited in strict Settlement should stand limited and settled under and by virtue of the said Indenture of the Twenty-ninth of *December* One thousand eight hundred and forty-two, but with Powers of applying such accumulated Fund in the Discharge of Incumbrances,

Incumbrances, and of investing such accumulated Fund in or upon Stocks, Funds, or Securities until the same should be laid out in the Purchase of Estates, and of altering, varying, or transferring such Stocks, Funds, or Securities, and with such or the like Provision as to the Application of the Interest, Dividends, and annual Produce of Trust Monies, Stocks, Funds, and Securities in the meantime, and until the Purchase of Estates, as were therein-after in the Power of Sale therein-after limited given and contained as to the Monies produced by Sales made under such Power of Sale: Provided always, and it was thereby agreed and declared, that in case it should happen in any Year or Years during the Life of a Tenant for Life in possession under the Uses of that Settlement (the Year being considered as commencing on the First Day of *January*) that the Profits of the Freehold and Leasehold Collieries of which such Tenant for Life should be in possession under the Uses and Trusts of the same Settlement should not be equal in Amount to the Payment or Payments for such Year or Years in respect of the said half-yearly Sums mentioned or referred to in the said Third Part of the said Second Schedule (such Profits first contributing in a due Proportion along with the Rents and Profits of the other Hereditaments and Premises thereby limited in strict Settlement to the Payment of all Interest on Mortgages, and all yearly and half-yearly Sums for the Time being chargeable on the Hereditaments and Premises thereby limited in strict Settlement, other than and not including the said half-yearly Sums mentioned in the said Third Part of the said Second Schedule), then and in such Case the whole, or, as the Case might require, so much of the Payment or Payments for the current Year in respect of such half-yearly Sums as such Colliery Profits should fall short of amounting to should not be raised during such Year or Years, but such Payment or Payments, or so much thereof respectively as should not be so raised, should be raised during the succeeding Year or succeeding Years, so and in such Manner as that the same might be raised as soon as the Case would admit (without Interest in the meantime), but without Prejudice to the Payment or Payments (if any) payable for or in respect of such succeeding Year or Years, and so as that no greater Sum should be raised in any Year than should be equal to the Amount of Colliery Profits in such Year after deducting from such Amount the Payment or Payments, if any, in respect of such half-yearly Sums for the current Year; and it was thereby agreed and declared (amongst other things) that the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, should be seised of and interested in said Coal Mines and Seams of Coal, Hereditaments, and Premises therein-before limited to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, with their Appurtenances, upon trust that they the said Viscount *Dungannon* and *Edmund M'Donnell*, and the Survivor of them, and the Heirs and Assigns of such Survivor, should, as and when and as often as and where it should seem expedient to them or him so to do, bore, search for, and win and make workable all and every or any of the same Coal Mines and Seams of Coal, and should during the whole of the natural Life of the said Marquess of *Londonderry* work, carry on, and manage the said Coal Mines and Seams of Coal, and should sell the Coals and other Produce of the same

same Coal Mines and Seams of Coal, and should with and out of the Monies thence arising pay all the Expenses of such working as aforesaid, and, subject thereto, should lay out and invest the clear Profits of such Collieries, Coal Mines, Seam and Seams of Coal, in the Funds or upon Government or Real Securities at Interest, and should from Time to Time receive and lay out the Interest, Dividends, and annual Produce of such Stocks, Funds, and Securities so and in such Manner as that the Profits of such Collieries, Coal Mines and Seams of Coal, and the resulting Income and Produce thereof, might accumulate in the way of Compound Interest during the whole of the natural Life of the said *Charles William Vane* Marquess of *Londonderry*; and it was thereby declared that from and after the Decease of the said Marquess of *Londonderry* all the Bank Annuities purchased with the said clear Profits, and all Accumulations thereof, should be held and applied upon and for such and the same Trusts, Intents, and Purposes as the same would have been held in case the same had been purchased under the Power in that Behalf therein-before contained with Monies produced by Sales made under the Power of Sale in the said Indenture limited; and it was thereby agreed and declared, that when and so often as the said Trust for the Accumulation of Profits should be determined the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, should settle and assure the Collieries, Coal Mines and Seams of Coal, Hereditaments, and Premises therein-before limited to the Use of the said Viscount *Dungannon* and *Edmund M'Donnell*, their Heirs and Assigns, to such and the same Uses, upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, Agreements, and Declarations (including the Powers to work and to lease Mines) as should be subsisting or capable of taking effect of and in the other Hereditaments therein-before limited in strict Settlement: And whereas the said Third Part of the said Second Schedule of said Indenture of Resettlement, bearing Date the Twenty-ninth of *December* One thousand eight hundred and forty-two, was in the Form and in the Words and Figures or to the Purport and Effect following; (that is to say,)

Third Part of Second Schedule to Resettlement.

Commencement of accumulating Fund.	Half-yearly Sum.	Days of Payment.	Last half-yearly Sum.
20th July 1843.	Such a Sum as being accumulated will yield by the 20th July 1857 (including the half-yearly Sum payable on that Day) the Sum raised for Costs, Charges, and Expenses under the Trust in that Behalf first before declared; each half-yearly Payment and all the resulting Income thereof being considered as laid out at Interest at £3 per Cent. per Annum.	20th July and 20th January.	20th July 1857.
20th July 1846.	Three thousand nine hundred and eighty-nine Pounds.	20th July and 20th January.	20th July 1857.

And

Suit in Chancery instituted 28th May 1848.

And whereas on the Twenty-eighth Day of *May* One thousand eight hundred and forty-eight the said *Charles William Vane* Marquess of *Londonderry* filed his Bill in the High Court of Chancery against the said *Frances Anne Vane* Marchioness of *Londonderry*, the said Viscount *Seaham*, Lord *Adolphus Vane*, Lord *Ernest Vane*, Viscount *Dungannon*, *Edmund M'Donnell*, and others, alleging that the said Sum of Three thousand nine hundred and eighty-nine Pounds in the Third Part of the Second Schedule to the said Indenture of Resettlement mentioned was not the Sum which ought to have been inserted therein according to the true Intent and Meaning of the Parties, and that the said Sum was inserted therein by Mistake, and praying that the said Indenture of Resettlement, so far as relates to the said Sum of Three thousand nine hundred and eighty-nine Pounds, might be rectified and made conformable to certain Agreements of the Thirteenth Day of *May* and the Twelfth Day of *December* One thousand eight hundred and forty-two, set forth in the Master's Report of the Eighth Day of *July* One thousand eight hundred and forty-eight, herein-after recited, by the Insertion of the Sum of One thousand two hundred and sixty-five Pounds in the said Third Part of the said Second Schedule in the Place of the said Sum of Three thousand nine hundred and eighty-nine Pounds, or if for any Reason the said Court should be of opinion that the said Indenture of Resettlement could not be rectified and made conformable to the said Agreements of the Thirteenth Day of *May* and the Twelfth Day of *December* One thousand eight hundred and forty-two, then that the said Indenture of Resettlement might be declared to have been executed by Plaintiff under a Mistake as to the Effect thereof, and that the same was not in conformity with the said Agreements, and that the said Indenture of Resettlement might be declared void and set aside by the Order and Direction of the said Court, and in that Case that the said Indenture of Resettlement might be delivered up to be cancelled, and that Plaintiff and the other Parties to the said Indenture of Resettlement might be replaced in or restored to the same Position with respect to the said Estates and Hereditaments and other Property comprised in the said Indenture of Resettlement as they respectively were in before the Execution thereof: And

Order of Reference as to Compromise, dated 15th June 1848.

whereas by an Order made in the said Cause by his Lordship the Master of the Rolls, bearing Date the Fifteenth Day of *June* One thousand eight hundred and forty-eight, upon the Petition of the said *Charles William Vane* Marquess of *Londonderry*, it was ordered that it should be referred to the Master of the said Court in rotation to inquire and state to the Court whether it would be fit and proper, and for the Benefit of the several Parties interested in the Estates and Collieries comprised in the said Indenture of Resettlement of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two, that the said Suit, and all Matters in question therein, should be compromised, upon the Terms proposed in the said Petition, or upon any and what Terms, and in case he should so find, then whether it would be fit and proper that an Application should be made for an Act of Parliament for the Purpose of effecting such Compromise, and the said Master was to be at liberty to state any Circumstances specially as he should think fit:

And

Master's Report, dated 8th July 1848.

And whereas *James William Farrer* Esquire, the Master of the said Court of Chancery in rotation to whom the said Cause was referred, by his Report bearing Date the Eighth Day of *July* One thousand eight hundred and forty-eight certified that he had been attended by the Solicitors for the said Plaintiff and Defendants, and that a State of Facts had been laid before him on the Part of the said Plaintiff, supported by the Affidavits and Evidence in his said Report mentioned; and after stating the herein-before recited Marriage Articles of the Twenty-seventh Day of *March* One thousand eight hundred and nineteen, and Indenture of Settlement of the Eighth Day of *June* One thousand eight hundred and twenty-two, the said Master found that at the Time when the said Viscount *Seaham* attained the Age of Twenty-one Years the Mortgage Debts secured on the said Estates and Hereditaments settled by or subject to the Uses of the herein-before recited Indenture of the Eighth Day of *June* One thousand eight hundred and twenty-two amounted to One hundred and eighty-five thousand Pounds, and that the Sum of One hundred and thirty-two thousand one hundred Pounds, Part of such Sum of One hundred and eighty-five thousand Pounds, consisted of Mortgages created under the Trusts of the said Term of Five hundred Years in respect of Renewals and Purchases of Leaseholds, and was to be repaid by annual Sums raiseable for Accumulation out of the Rents and Profits of the said settled Estates and Collieries, in accordance with the Provisions herein-before recited in that Behalf mentioned, and that the said *Charles William Vane* Marquess of *Londonderry* was also indebted in certain Sums of Money on his private Account, and that the Life Interest of the said *Charles William Vane* Marquess of *Londonderry* in the said settled Estates and Collieries, and the unsettled Estates and Personal Property of the said *Charles William Vane* Marquess of *Londonderry* in the said County of *Durham*, including the Basins, Docks, and Shipping Places called *Seaham* Harbour, constructed by him on Part of the settled Estates under a Lease thereof for Ninety-nine Years from the Twenty-fifth of *December* One thousand eight hundred and twenty-nine, granted under the Powers of an Act of Parliament, and the Railway called *Seaham* Railway, leading from the settled Collieries to the said Harbour, and constructed by or for the said *Charles William Vane* Marquess of *Londonderry*, under the said Lease, and certain other Leases of Wayleave for Terms of Years, had for some Time been and were then vested in the said *Edmund M'Donnell*, upon trust for the Payment of Debts due from the said *Charles William Vane* Marquess of *Londonderry*; and the said Master found that at the Time when the said Viscount *Seaham* attained the Age of Twenty-one Years as aforesaid the Accumulation Fund which had arisen under the Provisions of the said Marriage Articles, and then remained undisposed of, consisted of Cash and Funds to the Amount or Value of Twenty-three thousand six hundred Pounds Sterling, and the half-yearly Sums then actually raiseable for Accumulation under the Trusts of the said Term of Five hundred Years amounted together to the annual Sum of Eleven thousand eight hundred and fifty-nine Pounds Nineteen Shillings and Sixpence, but of the said annual Sum of Eleven thousand eight hundred and fifty-nine Pounds Nineteen Shillings and Sixpence, the Payment of the Sum of Sixty-nine Pounds Four Shillings would cease

cease on the First of *February* One thousand eight hundred and forty-five, and the Payment of the Sum of Six thousand six hundred and thirty-nine Pounds Nine Shillings, other Part thereof, would cease on the First of *January* One thousand eight hundred and forty-six, and the Payment of the annual Sum of Four thousand three hundred and seventy-seven Pounds Twelve Shillings, other Part thereof, would cease on the Twentieth of *July* One thousand eight hundred and fifty-two, when such last-mentioned annual Sum was to be succeeded by other Sums of smaller Amount in the whole, which would become payable in respect of the Renewal of certain Leaseholds effected in the Year One thousand eight hundred and forty-one, and all the said Payments making up the said annual Sum of Eleven thousand eight hundred and fifty-nine Pounds Nineteen Shillings and Sixpence would cease in or previous to the Year One thousand eight hundred and fifty-seven; and the said Master found that shortly after the Defendant Viscount *Seaham* attained the Age of Twenty-one Years as aforesaid Arrangements were set on foot for a Resettlement of the said settled Estates and Premises, and for providing Means for paying off the said Debts for the Payment of which the said *Edmund M'Donnell* was Trustee as aforesaid, and on the Thirteenth Day of *May* One thousand eight hundred and forty-two the said *Charles William Vane* Marquess of *Londonderry* and the said Marchioness of *Londonderry* and Viscount *Seaham* agreed upon Terms for a Resettlement, and signed a Paper which, so far as is material, was in the Words and Figures following; (that is to say,) "As to the Estates, &c. which were "settled on the Marriage of the Most Honourable the Marquis and "Marchioness of *Londonderry*. Arrangements were submitted by "Mr. *Gregson*, as the Solicitor of the Family, for the Consideration "of the Parties, which, after full Discussion, and Modification on some "Points, were settled as follows: — (1.) That Lord *Seaham* shall have "an Allowance during the Lives of his Parents and the Life of "the Survivor of them of One thousand five hundred Pounds *per* "*Annum* till Twenty-five, Two thousand Pounds *per Annum* from "Twenty-five to Thirty, and Two thousand five hundred Pounds "after Thirty, the Increase above Two thousand Pounds to be "provided out of the Accumulation Funds for the Time being; — "(2.) That Lord and Lady *Londonderry* and Lord *Seaham* shall "join forthwith in raising by Mortgage of the settled Estates and "Collieries in *England* Fifty thousand Pounds, to be applied in "satisfying the Obligations of the Trust before referred to affecting "the Life Estate and unsettled Property of Lord *Londonderry*, and if "any Surplus shall remain of the Fifty thousand Pounds after answering "that Object such Surplus to belong to Lord *Londonderry*; — (3.) That "Lord and Lady *Londonderry* and Lord *Seaham* shall demise the "*Grange* Coal for Forty-two Years, free of certain and Tentale Rent, "Lord *Londonderry* guaranteeing the leading and Shipment for "Three Shillings *per* Chaldron, to Trustees, upon trust to permit "Lord *Londonderry* to win the Coal (his Lordship engaging so to do at "his own Expense), and upon further Trust, by Mortgage, Sale, or "other Disposition of the Colliery when won, to raise Fifty thousand "Pounds, and therewith discharge the Fifty thousand Pounds to "be borrowed on the Credit of the settled Estate as above mentioned, "with Power to Trustees, if required by Lord and Lady *Londonderry*

" and Lord *Seaham*, instead of selling the Colliery, to appropriate the " Profits thereof exclusively for the Repayment of the Fifty thousand " Pounds, the Colliery (subject to raising and paying the Fifty " thousand Pounds as above mentioned) to go and be held with the " other settled Collieries; — (4.) Lord *Londonderry* to charge *Seaham* " Harbour and Railway and the Colliery Stock Instalments with the " Fifty thousand Pounds to be paid at his Lordship's Decease, and to " be laid out in the Purchase of Lands to go along with the settled " Estate, or to be applied in discharge of any Incumbrances which " may then be existing on the settled Estate; — (5.) The Trustees to " be empowered, on the Request of Lord and Lady *Londonderry* and " Lord *Seaham*, to apply the whole or any Part of the Fifty thousand " Pounds to arise from the *Grange* Coal in the winning of the *Seaham* " Coal, or any other settled Coal which it may be deemed desirable " to win, the Amount so applied to be repaid to the settled Estate by " annual Instalments, without Interest, out of the first Produce of " the Colliery so to be won; — (6.) The Advowson of *Seaham* to be " purchased for the settled Estate, and the Right of Presentation to " be made available (as far as legally can be) in reduction of the " settled Debt incurred for this Purchase;—(7.) The existing Accu- " mulation Funds to be applicable exclusively to the Purchase of " Land to go with the settled Estate, or in discharge of settled Debt, " and upon the Cessation of the Large *Pittington* Accumulation Fund " of Six thousand six hundred and thirty-nine Pounds Seven Shillings " *per Annum* on First of *January* One thousand eight hundred and " forty-six such Addition to be made to the then continuing Ac- " cumulation Funds (the Addition to take effect exclusively out " of Colliery Profits) as shall enable those Funds to provide within " Fifteen Years from this Date so much as may remain unpaid of—

	£	s.	d.	£	s.	d.
" The settled Debt of - - - -				185,000	0	0
" After deducting the Amount of Trust Funds at present available, amounting to - - -	23,600	0	0			
" Less *Seaham* Advowson - -	14,500	0	0			
				9,100	0	0
" To be raised by Accumulation				175,900	0	0

" The Accumulation Funds from the First of *January* One thou- " sand eight hundred and forty-six to be forthwith ascertained " by an Actuary on the Footing of the Accumulations being in " Consolidated Annuities at Ninety-two *per Centum*; any future " Renewal Fines to be provided for according to the Rules of the " existing Settlement; — (8.) The *English* Estates and Collieries " to be resettled, so as that they shall after the Decease of Lord and " Lady *Londonderry* devolve on Lord *Seaham* for Life, afterwards on " his First and other Sons in Tail Male, and failing such Issue on " Lord *Adolphus* for Life, afterwards on Lord *Adolphus*' First and " other Sons in Tail Male, and failing such Issue on Lord *Ernest* for " Life, afterwards on Lord *Ernest*'s First and other Sons in Tail Male, " and failing Male Issue on the Female Branches, with all usual and

" requisite

" requisite Powers to the successive Tenants for Life of jointuring, " raising Portions for younger Children, &c.; — (9.) The *Antrim* " Estate will remain for the present subject to the Arrangements of " the existing Settlements; — (10.) An Auditor to be appointed by " Deed to receive the Rents and Profits of the Estates and Collieries, " and thereout to pay in the first instance the Annuities, Interests, " and Accumulation Funds, and to pay over the clear Surplus to the " Tenant for Life for the Time being.—We approve of the Arrangement " above suggested for our Consideration, and instruct Mr. *Gregson*, " under the Advice of Counsel, to prepare for our Signature the " necessary legal Instruments for carrying the same into effect.—Dated " this Thirteenth Day of *May* One thousand eight hundred and " forty-two." And the said Master found that the Trust Funds available for the Purpose of the said Arrangements became increased by the Accruer of half-yearly Payments during the Progress thereof, and after paying the Purchase Monies for the said *Seaham* Advowson there were applicable to the Purpose of Accumulation in the Month of *August* One thousand eight hundred and forty-two, when the said Arrangements came to be carried into effect, the Sum of Nine thousand five hundred Pounds Sterling, and the Sum of Five thousand nine hundred and fifty-five Pounds Three Pounds *per Cent.* Consolidated Annuities and Five thousand five hundred and eighty-nine Pounds Three Pounds *per Cent.* Reduced Annuities, with the current half-yearly Sums payable under the then existing Provisions for Accumulation; and the said Master found that a Resettlement was prepared for carrying the said Arrangements into effect; and he found that before the Resettlement so prepared was executed the said *Charles William Vane* Marquess of *Londonderry* consulted Mr. *William Clayton Walters* of *Newcastle-upon-Tyne*, Barrister at Law, upon the Terms contained in the said Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two, and that much Discussion arose, and many Communications took place between and by or on behalf of the several Parties interested in the said Resettlement, and it was eventually agreed, in substitution for so much of the said original Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two as had reference to the raising of the Sum of Fifty thousand Pounds, that in consideration of the Payment to the said *Charles William Vane* Marquess of *Londonderry* of Three several Sums of Twenty thousand Pounds, Ten thousand two hundred Pounds, and Six thousand two hundred and forty Pounds, making together Thirty-six thousand four hundred and forty Pounds, the said *Charles William Vane* Marquess of *Londonderry* should sell to the Trustees of the said accumulating Funds his Life Interest in the Three several Coal Fields, Parts of the said settled Estates, called and known as the *Grange* Coal, the *Kelloe* Coal, and the *Seaham* Coal, with the Privileges of having the *Grange* Coal and the *Seaham* Coal led along the said Railway to and shipped at *Seaham* Harbour, on the Payment of certain stipulated Dues, and (forgiving Effect to the said Agreement that the said *Antrim* Estate should remain subject to the Uses of the existing Settlements) it was agreed that, as between the *Durham* and *Antrim* Estates, the former should bear the Charges affecting both the said Estates, and that the latter should be released therefrom; and the said Master found

that

that at the Time when the said Discussions were proceeding, a Company called the *Seaton* Coal Company were the Proprietors of a Tract of Coal adjoining to the said *Seaham* Coal Field, and called the *Seaton* Coal Field, which was subject to the Payment to the said *Charles William Vane* Marquess of *Londonderry* of a Sum of Four thousand Pounds or thereabouts, out of the Profits of the said *Seaton* Coal Field, when the same should be won and wrought, for forehand or dead Rents in respect of the said *Seaton* Coal, and that Negotiations were pending between the said *Charles William Vane* Marquess of *Londonderry* and the said *Seaton* Coal Company for making a joint Winning to serve the Purposes both of the *Seaham* Coal Field and of the said *Seaton* Coal, and that one Half of the Expense of such Winning should be paid by the said *Charles William Vane* Marquess of *Londonderry* and the other Half by the said *Seaton* Coal Company; and the said Master found that Terms for the said altered Arrangement were on the Twelfth Day of *December* One thousand eight hundred and forty-two reduced to Writing by the said *Edmund M'Donnell*, and approved of by the said Mr. *Walters*, and that the same were in the Words and Figures following; (that is to say,)

"*Newcastle-on-Tyne*, 12th *December* 1842.

"First. Fifteen thousand Pounds to be raised by Mortgage of the "Harbour and Railway, with the Guarantee of the Inheritance to be "paid to Mr. *M'Donnell*, to be applied by him to pay Lord *London-*"*derry*'s Personal Debts.

"Second. The *English* Estates to be resettled and the *Irish* Estates "released as proposed.

"Third. The *Seaham* Advowson to be paid for out of the Funds "in hand, which will thereby be reduced to Twenty-two thousand "one hundred and fifty Pounds.

"Fourth. Lord *Londonderry* to sell to the Inheritance—

	£	s.	d.
"His Colliery Stock Instalments, with "Guarantee as suggested in Statement "of Twenty-sixth *October*, for - - -	7,191	0	0
"Life Interest in *Grange* Coal, with "Three thousand Pounds additional if "Winning required - - - - -	13,750	0	0
"Life Interest in the *Kelloe* Coal - -	7,268	0	0
"Life Interest in *Seaham* Coal, with "Engagements and Right of Shipment "at One Shilling *per* Chaldron - -	13,000	0	0
	£41,209	0	0

"to be paid by the following Instalments, and applied in aid of the "intermediate Surpluses in liquidation of the Trust Debt; *videlicet*, "Twenty thousand Pounds down (within a Month of the signing of "the Deeds), Eleven thousand Pounds on the Twentieth of *July* next, "and Interest at Four Pounds *per Centum*, and Ten thousand two "hundred and nine Pounds on the Twentieth of *January* following, with "Interest, when the Trust shall cease as soon as practicable, and an "Auditor or Trustee to be named as proposed by Mr. *Walters*, but "not to act until Default, and not to be removed without the Con-"sent of the Trustees, Lord *Dungannon* and Mr. *M'Donnell*.

"Fifth.

"Fifth. The Family Share of the joint Winning of *Seaham* to be paid "out of the Sinking Funds, Lord *Londonderry* engaging to provide "small Coal, Stones, &c., the Produce of the settled Collieries and "Estate, Cost free to the Family Share, and the whole Proceeds of "the *Grange* Coal, *Kelloe*, and *Seaham*, to be accumulated until Re-"payment to the Sinking Fund of the Thirty-four thousand Pounds "paid Lord *Londonderry* for these Properties, with Compound In-"terest at Four Pounds *per Centum* and also of the Money expended "in winning *Seaham*, and then to revert to the Possessor for the Time "being under the Settlement; the Amount of the Monies due to "Lord *Londonderry* for dead Rents to be ascertained, and the Sum "to remain with the Inheritance, bearing Simple Interest at Five "Pounds *per Centum* until the Sum of Fifteen thousand Pounds men-"tioned in the First Article is repaid. — Under all the Circumstances, "I approve of this Proposal on behalf of Lord *Londonderry*, it being "understood that the Sum of Fifteen thousand Pounds, mentioned in "Article 1, is to be increased if necessary, and that the Expense of "the Settlement is to be paid by the Inheritance. *William Clayton* "*Walters*, *Newcastle*, *December* Twelfth, One thousand eight hun-"dred and forty-two." And the said Master found that subsequent Correspondence took place between the Parties, and it was by such Correspondence ultimately settled that the reversionary Instalments payable to the said *Charles William Vane* Marquess of *Londonderry* in respect of Colliery Stock, and valued at Seven thousand one hundred and ninety-one Pounds in the said Paper of the Twelfth Day of *December* One thousand eight hundred and forty-two, should be withdrawn from the said Arrangements, and that the Purchase Monies for the Life Interest of the said *Charles William Vane* Marquess of *Londonderry* in the said Three Coal Fields, including the said forehand or dead Rents, should be the said Sum of Thirty-six thousand four hundred and forty Pounds, to be paid by Three Instalments, of Twenty thousand Pounds on the First of *March* One thousand eight hundred and forty-two, Ten thousand two hundred Pounds on the Twentieth *July* One thousand eight hundred and forty-three, and Six thousand two hundred and forty Pounds on the Twentieth *January* One thousand eight hundred and forty-four, and that the Proceeds of the said Three Coal Fields should be accumulated during the whole Life of the said *Charles William Vane* Marquess of *Londonderry*, instead of reverting to him, if living, when the said Thirty-six thousand four hundred and forty Pounds, with its Compound Interest, should be repaid; and the said Master found that in all respects the said original Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two, as altered by the said Agreement of the Twelfth Day of *December* One thousand eight hundred and forty-three, contained the Terms of the Arrangements ultimately agreed upon by the said Parties, and to be carried into effect by the proposed Resettlement; and the said Master found that after the said Alterations in the said original Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two had been so agreed upon a Statement was prepared, for the Purpose of obtaining from Mr. *Hillman*, an Actuary, a Calculation of the Amount of the additional half-yearly Sum to be payable after the Year One thousand eight hundred and forty-six for

the Purpose of Accumulation, in accordance with the Seventh Article of the said Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two, and such Statement was in the Words and Figures following; *videlicet*, "It is desired to raise the Sum of "One hundred and eighty-five thousand Pounds on the Twentieth "Day of *July* One thousand eight hundred and fifty-seven, by the "Appropriation and Accumulation and Investment of half-yearly "Sums in each Year; the Sum of Nine thousand five hundred Pounds "Sterling, and the Sums of Five thousand nine hundred and fifty-five "Pounds Three Pounds *per Centum* Consolidated and Five thousand "five hundred and eighty-nine Pounds Three Pounds *per Centum* "Reduced, and the following half-yearly Sums are at present appli- "cable towards the Object, including all half-yearly Payments accru- "ing on and subsequent to the First of *January* One thousand eight "hundred and forty-three:

No.	Half-yearly Sums.			Days of Payment.	Last half-yearly Payment.
	£	s.	d.		
1	58	5	11	28th March and 28th September.	28th September 1852.
2	32	16	2	11th February and 11th August.	11th August 1853.
3	3,329	14	6	1st January and 1st July.	1st January 1846.
4	97	18	9	1st January and 1st July.	1st July 1854.
5	51	14	5	1st January and 1st July.	1st January 1857.
6	136	2	0	28th June and 28th December.	28th June 1852.
7	2,188	16	0	20th January and 20th July.	20th July 1852.

"And the following half-yearly Sums will come into operation "on the half-yearly Days after specified, and will continue beyond "the Twentieth *July* 1857:

No.	Half-yearly Sums.			Days of Payment.	First half-yearly Payment.
	£	s.	d.		
8	29	18	0	1st February and 1st August.	1st February 1845.
9	652	10	6	12th March and 12th September.	12th March 1846.
10	748	0	0	20th January and 20th July.	20th January 1853.

"Each half-yearly Sum when received is to be accumulated "till the last half-yearly Day of Payment of the same, and at the "Period of the Expiration of the Accumulation of each half-yearly "Sum the Interest on the Capital Fund produced by means of its "Accumulation becomes applicable to another Object, and for the "Purpose of the present Calculation the Accumulation thereof must "be considered to stop at that Time, but the Capital Fund must be "treated as applicable towards the One hundred and eighty-five "thousand Pounds; out of the Nine thousand five hundred Pounds, "and Five thousand nine hundred and fifty-five Pounds Consolidated "and Five thousand five hundred and eighty-nine Pounds Reduced, "and the Funds to be produced by Accumulations of half-yearly "Sums, the following Sums will be raiseable for other Purposes "at the Times afterwards; *videlicet*, Twenty thousand Pounds on

"the

" the First of *March* One thousand eight hundred and forty-three,
" Ten thousand two hundred Pounds on the Twentieth of *July*
" One thousand eight hundred and forty-three, and Six thousand
" two hundred and forty Pounds on the Twenty-eighth of *January*
" One thousand eight hundred and forty-four; the above-mentioned
" Cash and Three Pounds *per Centum* Annuities, and all Accumulations
" thereof up to the Time of their Application, will be first applied to
" pay the Three Sums so to be raised, and the Residue of those
" Sums will be raised out of the Accumulation Funds for the Time
" being in hand from the half-yearly Sums marked Numbers Two,
" Three, Six, and Seven, they being taken in that Order: It is wished
" to raise, by half-yearly Sums payable on the Twentieth of *January*
" and the Twentieth of *July* the first half-yearly Payment being
" made on the Twentieth of *July* One thousand eight hundred and
" forty-six, and by the Accumulation of such half-yearly Sums until
" the Twentieth of *July* One thousand eight hundred and fifty-seven,
" including the half-yearly Payment to fall due on that Day, such
" a Sum as with the Balance of the above-mentioned Cash and Three
" Pounds *per Cent.* Annuities, and of the half-yearly Sums above
" specified, and the Accumulations thereof, after deducting the
" Twenty thousand Pounds, Ten thousand two hundred Pounds, and
" Six thousand two hundred and forty Pounds, at the Time above
" mentioned, will yield One hundred and eighty-five thousand Pounds
" by the Twentieth of *July* One thousand eight hundred and fifty-
" seven: For all Purposes of this Calculation Interest is to be com-
" puted at Three Pounds *per Centum*, and the Price of Three Pounds
" *per Centum* Consolidated and Three Pounds *per Centum* Reduced is
" to be considered Ninety-two Pounds Sterling: What should be the
" half-yearly Sum commencing Payment on the Twentieth of *July*
" One thousand eight hundred and forty-six, and payable until the
" Twentieth of *July* One thousand eight hundred and fifty-seven
" inclusive?" And the said Master found that the said Mr. *Hillman*, on the Twenty-sixth of *January* One thousand eight hundred and forty-three, answered the Inquiry thereby made, in Writing at the Foot of the said Statement, as follows; (*videlicet*,) " Answer:
" Three thousand nine hundred and eighty-nine Pounds Sterling,
" to be laid out in the Purchase of Three *per* Cents, for the Pur-
" poses aforesaid, at Ninety-two.—*William Hillman*, West of *Eng-*
" *land* Fire Office, Twenty-sixth *January* One thousand eight
" hundred and forty-three." And the said Master found that on the same Twenty-sixth Day of *January* One thousand eight hundred and forty-three the said Sum of Three thousand nine hundred and eighty-nine Pounds was inserted in the Third Part of the Second Schedule to the Indenture of Resettlement herein-before mentioned in a Blank left for the same (being the only Place in the said Indenture in which the half-yearly Sum to be raised appears), and the said Indenture of Resettlement was executed on the Twenty-eighth *January* One thousand eight hundred and forty-three, and that thereby the said Estates in the County of *Durham* were settled and limited to the Uses to which the same were agreed to be limited by the said Agreement of the Thirteenth Day of *May* One thousand eight hundred and forty-two, and all the other Terms of that Agreement were carried into effect, except the raising of Fifty thousand Pounds, to

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be applied in or towards satisfying the Obligations of the Life Estate Trust for which by the said altered Arrangement the raising of the said Sum of Thirty-six thousand four hundred and forty Pounds, and the raising of a Sum of Twenty thousand Pounds on Mortgage of *Seaham* Harbour and Railway, Part of the unsettled Property of the said *Charles William Vane* Marquess of *Londonderry*, were substituted; and the said Master found that the said Resettlement having been executed as aforesaid on the Twenty-eighth Day of *January* One thousand eight hundred and forty-three, the said Mr. *Walters* on the Thirtieth Day of the same Month wrote to Mr. *Gregson*, stating that he apprehended that the Calculation on which the said Sum of Three thousand nine hundred and eighty-nine Pounds was made was based on erroneous Premises, and that it was necessary by some Means or other to rectify the same; and the said Master found that much and frequent Discussion took place subsequently to the said Thirtieth Day of *January* One thousand eight hundred and forty-three, and that on the Part of the said *Charles William Vane* Marquess of *Londonderry* it was alleged that, according to the true Intent and Meaning of the Parties in the Arrangements ultimately agreed on as aforesaid, the said Thirty-six thousand four hundred and forty Pounds, with Compound Interest thereon, was to be repaid to the said accumulating Trust Fund by means of the Rents and Profits to be derived from the said Three Coal Fields during the Life of the said *Charles William Vane* Marquess of *Londonderry*, but that by the said Indenture the said Thirty-six thousand four hundred and forty Pounds, and the Compound Interest thereon, are to be raised and paid to the said accumulating Trust Fund out of the Rents and Profits of the Estates and Collieries of which the said *Charles William Vane* Marquess of *Londonderry* is Tenant for Life, by reason that the half-yearly Sum of Three thousand nine hundred and thirty-nine Pounds, thereby directed to be raised from the Twentieth Day of *July* One thousand eight hundred and forty-six to the Twentieth Day of *July* One thousand eight hundred and fifty-seven, out of the said last-mentioned Rents and Profits, is of an Amount sufficient to bring back to the said Fund the said Thirty-six thousand six hundred and forty Pounds, and its Compound Interest, in addition to the Proceeds of the Three Coal Fields during the Life of the said *Charles William Vane* Marquess of *Londonderry*, and as appeared from a subsequent Calculation made by the said Mr. *Hillman*, herein-after set forth, the Effect of the said Error is to overcharge the said *Charles William Vane* Marquess of *Londonderry* during his Estate for Life in the said settled Estates with the Payment of the Sum of Two thousand seven hundred and twenty-four Pounds half-yearly; and the said Master was of opinion, and found, upon Consideration of the Circumstances aforesaid, and the Evidence produced before him, that there was such Mistake as aforesaid in the Data or Premises upon which the aforesaid half-yearly Sum of Three thousand nine hundred and eighty-nine Pounds was calculated; and the said Master found that in execution of the Trusts declared thereof by the said Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two the said *Grange* Coal was, on or about the Twentieth Day of *April* One thousand eight hundred and forty-four, leased to responsible Parties for Forty-two Years from the

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Twenty-third of *November* One thousand eight hundred and forty-three, at the clear annual Rent of Two thousand Pounds, and that the said *Kelloe* Coal was, on or about the Twenty-sixth Day of *May* One thousand eight hundred and forty-six, leased to responsible Parties for Forty-two Years, from the First of *August* One thousand eight hundred and forty-three, at the clear annual Rent of Three thousand Pounds, and that the *Seaham* Coal was, on the Fifth of *October* One thousand eight hundred and forty-two, estimated by Mr. *John Buddle*, the then Colliery Agent of the said *Charles William Vane* Marquess of *Londonderry*, as worth the annual Sum of Two thousand Pounds, and that the said *Seaham* Coal Field had since the Execution of the said Resettlement, and in accordance with the Trusts thereof, been sunk to and won by the Trustees of the said accumulating Fund, in conjunction with the said *Seaton* Coal Company, at an Expense of Fifty-four thousand Pounds or thereabouts, one Half whereof had been paid by the said Trustees of the said accumulating Fund, and the other Half by the said *Seaton* Coal Company; and as Evidence of the Value thereof the said Master found that the said *Seaton* Coal Company had offered to give the Sum of Forty-five thousand Pounds for the Trustees Interest in the said Winning, and to take the said Coal on Lease at the said certain Rent of Two thousand Pounds *per Annum*; and the said Master found that after much Discussion and Consideration of the Claims of the said *Charles William Vane* Marquess of *Londonderry* to be relieved from the Effects of the said Mistake, it was considered that an half-yearly Sum of One thousand seven hundred and ninety-eight Pounds, to be raised and accumulated during the Period aforesaid, instead of the said half-yearly Sum of Three thousand nine hundred and eighty-nine Pounds, would accomplish the Objects for which the last-mentioned half-yearly Sum had been directed to be raised, and would, in addition thereto, produce at the End of the Period of Accumulation a considerable Surplus to answer any Deficiency in the Proceeds of the said Three Coal Fields, to make up the Amount for which they had been looked to in the course of the Arrangements, and that the Terms of Compromise next herein-after stated were accordingly agreed upon; (that is to say,) "The undersigned Marquis of *Londonderry* "having alleged and complained that the Sum of Three thousand nine "hundred and eighty-nine Pounds standing in the Third Part of the "Second Schedule to the within-written Indenture was inserted "therein by Mistake, instead of the Sum of One thousand seven "hundred and ninety-eight Pounds, by reason of the Actuary who "calculated the said Sum of Three thousand nine hundred and "eighty-nine Pounds not having had before him the correct Facts "and Data, we the undersigned Marchioness of *Londonderry* and "Viscount *Seaham* do, at the Request of the said Marquis, agree "and declare that the within-written Settlement shall be read and "construed as if the Sum of One thousand seven hundred and "ninety-eight Pounds had been contained in the Third Part of the "said Second Schedule instead of the Sum of Three thousand nine "hundred and eighty-nine Pounds;" and that a Memorandum in those Words was on the Thirty-first Day of *July* One thousand eight hundred and forty-six indorsed upon the said Resettlement, and signed by the said *Charles William Vane* Marquess of *Londonderry*,

Frances Anne Vane Marchioness of *Londonderry*, and Viscount *Seaham* respectively; and the said Master found that in the Arrangements and Settlements upon the Marriage of the said Viscount *Seaham* in *August* One thousand eight hundred and forty-six, on which Occasion he executed the Powers of jointuring and charging Portions for the younger Children of his Marriage limited to him by the said Resettlement, the said Sum of One thousand seven hundred and ninety-eight Pounds was stated as the Sum payable half-yearly to the Trustees of the said accumulating Fund; and the said Master found that on the Eighteenth Day of *April* One thousand eight hundred and forty-eight a Statement was laid before the said Mr. *Hillman*, for the Purpose of showing what would have been the half-yearly Sum to be raised by Accumulation if the aforesaid Mistake had not occurred, and such Statement was in the Words and Figures following; (that is to say,) — "In *August* One thousand "eight hundred and forty-two it was desired to raise the Sum of "One hundred and eighty-five thousand Pounds on the Twentieth "Day of *July* One thousand eight hundred and fifty-seven by the "Appropriation and Accumulation and Investment of half-yearly "Sums in each Year; the Sum of Nine thousand five hundred "Pounds Sterling, and the Sums of Five thousand nine hundred "and fifty-five Pounds Three Pounds *per Centum* Consolidated "Annuities and Five thousand five hundred and eighty-nine Pounds "Three Pounds *per Centum* Reduced, and the following half-yearly "Sums, were applicable towards this Object, including all half-yearly "Payments accruing on and subsequent to the First of *January* "One thousand eight hundred and forty-three:

No.	Half-yearly Sums.			Days of Payment.	Last half-yearly Payment.
	£	s.	d.		
1	58	5	11	28th March and 28th September.	28th September 1852
2	32	16	2	11th February and 11th August.	11th August 1853.
3	3,329	14	6	1st January and 1st July.	1st January 1846.
4	97	18	9	1st January and 1st July.	1st July 1854.
5	51	14	5	1st January and 1st July.	1st January 1857.
6	136	2	0	28th June and 28th December.	28th June 1852.
7	2,188	16	0	20th January and 20th July.	20th July 1852.

"And the following half-yearly Sums were to come into the "Operation on the half-yearly Days after specified, and to continue "beyond the Twentieth of *July* One thousand eight hundred and "fifty-seven:

No.	Half-yearly Sums.			Days of Payment.	First half-yearly Payment.
8	29	18	0	1st February and 1st August.	1st February 1845.
9	652	10	6	12th March and 12th September.	12th March 1846.
10	748	0	0	20th January and 20th July.	20th January 1853.

"Each half-yearly Sum when received was and is to be accu- "mulated till the last half-yearly Day of Payment of the same Sum,

"and

" and at the Period of the Expiration of the Accumulation of each half-
" yearly Sum the Interest on the Capital Fund produced by means
" of its Accumulation was and is to become applicable to another
" Object; and for the Purpose of the present Calculation the Ac-
" cumulation thereof must be considered as stopping at that Time,
" but the Capital Fund is to be treated as applicable towards the One
" hundred and eighty-five thousand Pounds; it was wished to raise
" by half-yearly Sums payable on the Twentieth of *January* and
" Twentieth of *July* the first half-yearly Payment being made
" on the Twentieth of *July*, One thousand eight hundred and forty-
" six, and by the Accumulation in Three Pounds *per Cent.* Consols
" of such half-yearly Sums until the Twentieth of *July* One thou-
" sand eight hundred and fifty-seven, including the half-yearly
" Payment to fall due on that Day, such a Sum as with the above-
" mentioned Cash and Bank Annuities, and the several half-yearly
" Sums above specified, and the Accumulations thereof respectively
" in Consols, would yield One hundred and eighty-five thousand
" Pounds by the Twentieth of *July* One thousand eight hundred
" and fifty-seven; for all the Purposes of the Calculation Interest
" to be computed at Three Pounds *per Cent.* and the Price of the
" Three Pounds *per Cent.* (Consolidated and Reduced) to be taken
" at Ninety-two Pounds *per Cent.*: What should be the half-yearly
" Sum commencing Payment on the Twentieth Day of *July* One
" thousand eight hundred and forty-six, and payable until the Twen-
" tieth of *July* One thousand eight hundred and fifty-seven inclusive,
" for the above Object?" And the said Master found that the said Mr. *Hillman* answered such last-mentioned Statement in the Words following; (that is to say,) " The half-yearly Cash Amount required
" for the Purposes of the Question is One thousand two hundred
" and sixty-five Pounds.—*William Hillman*, Actuary, London,
" Eighteenth of *April* One thousand eight hundred and forty-eight."
And the said Master found, from Calculations verified by the Affidavits of the said *William Hillman*, that the Produce of the said Accumulation Funds on the said Twentieth Day of *July* One thousand eight hundred and fifty-seven (the said half-yearly Sum of One thousand seven hundred and ninety-eight Pounds being substituted for the said half-yearly Sum of Three thousand nine hundred and eighty-nine Pounds) would amount to the Sum of One hundred and thirty-nine thousand five hundred and twenty-six Pounds, and that the Produce of the said *Grange*, *Seaham*, and *Kelloe* Coal Fields, taken at the yearly Rents of Two thousand Pounds, Two thousand Pounds, and Three thousand Pounds, would produce, during the Expectancy of Life of the said *Charles William Vane* Marquess of *Londonderry* in the Month of *August* One thousand eight hundred and forty-two, according to the *Carlisle* Tables, the Sum of Ninety-eight thousand seven hundred and seventy-eight Pounds; and the said Master found that from the many Transactions which had taken place by the Parties under the said Resettlement since the Execution thereof, and from the Relation in which they stand to each other, and the Interests acquired by others under the said Resettlement, great Inconveniences would arise if the said Suit should be carried on; and the said Master found that the Terms of Compromise mentioned in the said Petition are the same Terms as

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the Terms of Compromise herein-before stated; and the said Master certified that he had considered the said State of Facts and Evidence, and was of opinion and found that it would be fit and proper and for the Benefit of the several Parties not competent to consent were interested and who might become interested in the Estates and Collieries comprised in the Indenture of Resettlement of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two, in the Petition mentioned, that the said Suit and all Matters in question therein should be compromised on the Terms proposed in the said Petition, with the following Addition to the said Terms, namely, that the Costs, Charges, and Expenses of the said Suit and other Proceedings already taken or to be taken for the Purpose of carrying the said Compromise into effect ought to be borne by the said accumulating Trust Fund; and the said Master was of opinion and found that it would be fit and proper that an Application should be made for an Act of Parliament for the Purpose of effecting such Compromise: And whereas by an Order made by his Lordship the Master of the Rolls on the Eighteenth Day of *July* One thousand eight hundred and forty-eight it was ordered that the said Master's said Report of the Eighth Day of *July* One thousand eight hundred and forty-eight should be confirmed, and that it should be referred back to the said Master to approve of the Draft of a Bill to be presented to Parliament with proper Provisions for carrying the said Compromise into effect, with such Addition as in the said Report mentioned: And whereas the said Master by his Report bearing Date the Nineteenth Day of *July* One thousand eight hundred and forty-eight certified that he had approved of the Draft of a Bill for the Purposes aforesaid, and had signed the same: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Charles William Vane* Marquess of *Londonderry*, on behalf of himself and the said Lord *Ernest Vane* his infant Son, and the said *Frances Anne Vane* Marchioness of *Londonderry*, and the said Viscount *Seaham*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the herein-before recited Indenture of Resettlement of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two, and all and singular the Uses, Trusts, Intents, Purposes, Powers, Provisoes, Agreements, and Declarations therein limited, declared, and contained, shall operate and enure and be deemed and taken to operate and enure as well retrospectively as prospectively, and shall be read and construed in the same Way and Manner in all respects as the same respectively would have done and been in case the Sum of One thousand seven hundred and ninety-eight Pounds had at the Time of the Execution of the said Indenture of Resettlement been inserted in the Third Part of the Second Schedule thereto, instead of the Sum of Three thousand nine hundred and eighty-nine Pounds.

Order confirming Report, dated 18th July 1848.

Report approving Draft of Bill, dated 19th July 1848.

Settlement dated 29th December 1842 to operate as if the Sum of 1,798*l.* had been inserted in the Third Part of the Second Schedule thereto, instead of 3,989*l.*

Court of Chancery to make Orders

II. And be it further enacted, That it shall be lawful for the said Court of Chancery and the said Court is hereby authorized and required

required from Time to Time to make such Order or Orders as to the same Court shall seem fit for taxing and settling all the Costs, Charges, and Expenses which have been or may be incurred in preparing, soliciting, obtaining, or passing this Act, or incidental thereto, and in making the several Applications to the said Court in pursuance thereof, or in or about the said Suit in the said Court of Chancery; and that all such Costs, Charges, and Expenses as aforesaid, when so taxed and settled, shall be paid out of the Trust Funds for the Time being in the Hands of the said Viscount *Dungannon* and *Edmund M'Donnell*, or the Survivor of them, or the Executors or Administrators of such Survivor, or the Trustees or Trustee for the Time being of the said Indenture of Re-settlement appointed in their or either of their Stead, which have arisen or shall arise from the Rents and Profits of the Coal Mines and Hereditaments by the said Indenture of Re-settlement of the Twentieth Day of *December* One thousand eight hundred and forty-two limited to the said Viscount *Dungannon* and *Edmund M'Donnell*, and their Heirs and Assigns, upon trust as therein and herein-before mentioned, and they and he are hereby authorized and directed to pay the same accordingly.

respecting Costs.

III. And whereas the said Honourable *Adolphus Frederick Charles William Stewart Vane* commonly called Lord *Adolphus Vane* is resident beyond the Seas, and his Consent to this Act has not yet been proved: Be it therefore enacted, That this Act shall not nor shall anything herein contained be of any Effect as against the said *Adolphus Frederick Charles William Stewart Vane*, his Heirs, Executors, Administrators, or Assigns, until the said *Adolphus Frederick Charles William Stewart Vane* shall signify his Consent to this Act by Writing under his Hand, attested by One or more Witness or Witnesses, which Writing shall be enrolled in the High Court of Chancery within Three Years from the passing of this Act, and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding on the said *Adolphus Frederick Charles William Stewart Vane*, his Heirs, Executors, Administrators, and Assigns, as if such Consent had been obtained and proved before the passing of this Act; and that such Consent may be given in the Form or to the Effect following; (that is to say,)

Provision for Consent of Lord Adolphus Vane.

'I do hereby consent to an Act of Parliament made and
' passed in the Year of the Reign of Her most Excellent
' Majesty Queen Victoria, intituled [*here insert the Title of this Act*].
' Given under my Hand this Day of 18 .'

IV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Executors, and Administrators, (other than and except the said *Charles William Vane* Marquess of *Londonderry* and *Frances Anne Vane* Marchioness of *Londonderry* his Wife, and also except the said Viscount *Seaham*, and the First and other Sons of the said Viscount *Seaham*, and the Heirs Male of their respective Bodies, and also except the said Lord *Adolphus Vane*, and his First and other Sons,

General Saving of Rights.

and the Heirs Male of their respective Bodies, and also except the said Lord *Ernest Vane*, and his First and other Sons, and the Heirs Male of their respective Bodies, and also except the Fourth and every subsequent-born Son of the said *Charles William Vane* Marquess of *Londonderry* by the said Marchioness of *Londonderry*, and the Heirs Male of their respective Bodies, and also except the said Viscount *Dungannon* and *Edmund M'Donnell* as such Trustees as aforesaid under the said Indenture of Re-settlement, and their respective Heirs, Executors, Administrators, and Assigns, and also except all and every other Person and Persons to whom any Estate, Right, Charge, Power, Title, or Interest, at Law and in Equity, shall have been settled or limited, or may have descended or devolved, or shall descend or devolve, under or by virtue of the said Indenture of Re-settlement of the Twenty-ninth Day of *December* One thousand eight hundred and forty-two, or under the Exercise of any Power or Powers therein contained, and the Heirs, Executors, Administrators, or Assigns of such Persons respectively,) all such Right, Title, Interest, Claim, and Demand whatsoever in, to, or upon the aforesaid half-yearly Sum of Three thousand nine hundred and eighty-nine Pounds, mentioned in the Third Part of the Second Schedule to the said Indenture of Re-settlement, and the Accumulations thereof, and the Estate and Hereditaments and other Property comprised in the said Indenture of Re-settlement, as they, every or any of them, had before the passing of this Act, or could or might have had and enjoyed in case this Act had not been passed.

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

V. 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.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.