

STAMP OFFICE
- 8 MAR. 1906
NEWCASTLE-ON-TYNE
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Law Stationers.
Newcastle on Tyne.



Chris Bidderman

made the ninth day of August One

thousand nine hundred and five Between The
Reverend Charles Woodhouse James of
The Vicarage Madeley in the County of Stafford Clerk in
Holy Orders of the first part Christian Hugh
Septimus James of Rudgehester in the County of
Northumberland Land agent of the second part Tom
James of 10 Wilbraham Place in the County of London
late a Lieutenant in His Majesty's Regiment of 14th Hussars
of the third part Effie Redesdale Stopford
Sackville (hereinafter referred to as "Mr. Stopford
Sackville") wife of Alexander William Stopford Sackville
of 10 Wilbraham Place aforesaid _____ of the
fourth part Edward Carleton Holmes the
younger of N^o 12 Bedford Row in the County of London
Solicitor and the said Charles Woodhouse or
James (hereinafter referred to as "the Fellows Trustees")
of the fifth part The Reverend Henry Chadwick
Windley of St. Chad's Gatehead in the County of
Durham Clerk in Holy Orders, the said Tom James
and Lionel Richard Stopford Sackville
of Sprivers Horsmonden in the County of Kent a Colonel
in His Majesty's Army Retired (all of whom are hereinafter
referred to as "the Stopford Sackville Trustees") of the
sixth part Frederick Woodhouse James of 33
Churton Street Westminster in the County of London
Lieutenant Colonel (retired) of His Majesty's Army and

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the said Charles Woodhouse James (who are together hereinafter referred to as "the James Trustees") of the seventh part Henry Nicholas Middleton of the City and County of Newcastle upon Tyne Banker and George Anthony Fenwick of the same place Banker (together hereinafter referred to as "the mortgagees") of the eighth part the said Christian Hugh Septimus James of the ninth part and The Reverend Richard Burdon of Heddon House in the County of Northumberland Clerk in Holy Orders of the tenth part.

Whereas these presents are supplemental to the deeds mentioned and specified in the First Schedule hereunder written.

And whereas under or by virtue of the Will and Codicil of Thomas James mentioned in the first part of the said first schedule the tithe rent charge hereinafter described and the lands and hereditaments comprised and described in the second schedule hereunder written are vested in the said Charles Woodhouse James as Trustee subject nevertheless to the mortgage and charge hereinafter referred to.

And whereas the said Charles Woodhouse James is beneficially seised of or otherwise entitled in fee simple in possession to one undivided fourth part or share and the said Tom James is beneficially seised of or otherwise entitled in fee simple in possession to one undivided eighth part or share of and in the said tithe rent charge subject nevertheless to the mortgage for Three thousand five hundred pounds hereinafter referred to) and of and

in the said lands and hereditaments

And whereas under or by virtue of the deeds documents and events mentioned and specified in the first part of the said first schedule the said Christian Hugh Septimus James is beneficially entitled in fee simple in possession to one other undivided fourth part or share of and in the said tithe rent charge (subject nevertheless to the said mortgage for Three thousand five hundred pounds hereinafter referred to) and of and in the said lands and hereditaments subject nevertheless to a charge on such one fourth part or share in favour of the James Trustees for securing the payment to them as the present Trustees of the marriage settlement of the said Christian Hugh Septimus James of the sum of Four thousand pounds.

And whereas the hereinbefore recited charge of Four thousand pounds in favour of the James Trustees was originally for the sum of Five thousand pounds but on the sale in the year one thousand of certain other property also subject to the said charge the whole of the purchase money arising from such sale amounting to the sum of One thousand pounds was paid to the James Trustees thereby reducing their charge to the said sum of Four thousand pounds.

And whereas under or by virtue of the deeds and events mentioned and specified in the second part of the said first schedule the beneficial interest in the one undivided fourth part or share of and in the said tithe rent charge (subject nevertheless to the said mortgage for Three thousand five hundred pounds hereinafter referred to) and of and in the said lands and hereditaments which Emily

Hope Fellows mentioned in the said Will of Thomas James became entitled to thereunder is now vested in the Fellows Trustees upon certain trusts for sale thereof.

And whereas under or by virtue of the deed mentioned and specified in the third part of the said first schedule the beneficial interest in the one undivided eighth part or share of and in the said tithe rent charge (subject nevertheless to the said mortgage for Three thousand five hundred pounds hereinafter referred to) and of and in the said lands and hereditaments which the said Mr. Stopford Sackville became entitled to under the said Will of the said Thomas James is now vested in the Stopford Sackville Trustees upon certain trusts for sale thereof at the request in writing of Mr. Stopford Sackville.

And whereas under or by virtue of the deeds documents and events mentioned and specified in the fourth part of the said first schedule the tithe rent charge hereinafter described and intended to be hereby granted is now vested in the mortgagees by way of mortgage for securing the repayment to them of the sum of Three thousand five hundred pounds all interest thereon having been paid to the date of these presents.

And whereas the persons parties hereto of the first six parts have agreed with the said Christian Hugh Septimus James and Richard Burdon for the sale to them of the said tithe rent charge lands and hereditaments and the fee simple thereof in possession free from incumbrances at the price of Twenty six thousand five hundred pounds and it has been arranged that such conveyance of portions thereof should be made to the said Christian

Hugh Septimus James and Richard Burdon respectively
as is hereinafter contained.

Now this Indenture Witnesseth that in pursuance
of the said agreement and in consideration of the sum of
Three thousand five hundred pounds on the execution
of these presents paid to the mortgagees by the said
Christian Hugh Septimus James and Richard Burdon
at the request and by the direction of the said persons
parties hereto of the first ~~seven~~^{six} parts respectively (the receipt
whereof is hereby acknowledged) the mortgagees hereby
at the request and by the direction aforesaid and as
mortgagees grant and release and the said Charles
Woodhouse James as to the entirety of the said tithes
rent charge doth hereby as trustee of the Will of the
said Thomas James grant and convey and the Fellows
Trustees as to one equal undivided fourth part or share
of and in the said tithes rent charge do hereby as Trustees
grant and convey and the said Charles Woodhouse
James as to one other undivided fourth part or share of
and in the said tithes rent charge doth hereby as beneficial
owner grant and convey and the James Trustees as to
one other undivided fourth part or share of and in the said
tithes rent charge at the request of the said Christian Hugh
Septimus James do hereby release and the said Christian
Hugh Septimus James as to such last mentioned part or
share doth hereby as beneficial owner grant and convey
and the said Tom James as to one undivided eighth part
or share of and in the said tithes rent charge doth hereby
as beneficial owner grant and convey and the Stamford
Sackville Trustees as to one other undivided eighth part or

share of and in the said tithe rent charge as Trustees and with the consent and by the direction of Mr. Stopford Seckville as beneficial owner do hereby grant and convey unto the said Richard Burdon and his heirs

All that freehold tithe commutation rent charge of One hundred and fifty pounds sterling payable in lieu of tithes arising out of the several lands within the township of Rowchester otherwise Rudechester in the Parish of Gvingham in the County of Northumberland and ^{right title and interest} all other the estate etc. of the parties hereto of the first eight parts in or to the said tithe rent charge or in to or upon the said lands and hereditaments of Rudechester or upon or against the owners or occupiers for the time being thereof in respect of the said tithe rent charge or any part thereof.

To hold the same tithe rent charge unto the said Richard Burdon and his heirs To the use of the said Christian Hugh Septimus James and Richard Burdon their heirs and assigns freed and absolutely discharged from all right or equity of redemption and from all claims and demands under or by virtue of the Indentures mentioned and specified in the Fourth part of the First Schedule hereto or any of them.

And this Indenture further Witnesseth that in further pursuance of the said agreements and in consideration of the sum of Twenty three thousand pounds upon the execution of these presents paid by the said Christian Hugh Septimus James and Richard Burdon in manner following that is to say the sum of Five thousand pounds to the Fellows Trustees the sum of Five thousand pounds to the said Charles Woodhouse

James the sum of Four thousand pounds to the James Trustees at the request of the said Christian Hugh Septimus James the sum of One thousand pounds to the said Christian Hugh Septimus James the sum of Three thousand pounds to the said Tom James and the sum of Three thousand pounds to the Stopford Sackville Trustees (the receipt of which said sums respectively is hereby respectively acknowledged and the said receipt of which said sum of Four thousand pounds the James Trustees do hereby acknowledge to be in full discharge of all claims by them against the estate of the said Thomas James deceased) the said Charles Woodhouse James as to the entirety of the lands and hereditaments hereinafter described doth hereby as Trustee of the Will of the said Thomas James grant and convey and the Fellows Trustees as to one undivided fourth part or share of and in the said lands and hereditaments do hereby as Trustees grant and convey and the said Charles Woodhouse James as to one other undivided fourth part or share of and in the said lands and hereditaments doth hereby as beneficial owner grant and convey and the James Trustees as to one other undivided fourth part or share of and in the said lands and hereditaments at the request of the said Christian Hugh Septimus James do hereby release and the said Christian Hugh Septimus James as to such last mentioned part or share doth hereby as beneficial owner grant and convey and the said Tom James as to one undivided eighth part or share of and in the said lands and hereditaments doth hereby as beneficial owner grant and convey and the Stopford Sackville Trustees as to one other undivided eighth part or share of and in the

said lands and hereditaments as Trustees and with the consent and by the direction of Mr. Stopford Sackville as beneficial owner do hereby grant and convey unto the said Richard Burdon and his heirs

Firstly The lands and hereditaments situate in the Township of Rudchester in the Parish of Orvingham in the County of Northumberland which are described in the first part of the second Schedule hereunder written and are also delineated on the plan hereto annexed and are therein surrounded with a red verge line

Secondly The lands and hereditaments also situate in the Township of Rudchester which are described in the second part of the second Schedule hereunder written and are also delineated on the plan hereto annexed and are thereon surrounded with a yellow verge line.

To hold the said lands and hereditaments hereinbefore granted to the said Richard Burdon and his heirs (subject nevertheless to the said tithes and charge hereinbefore expressed to be hereby granted and to the rights and remedies for securing payment thereof) as to the lands and hereditaments described in the first part of the second Schedule hereunder written To the use of the said Christian Hugh Septimus James his heirs and assigns and as to the lands and hereditaments described in the second part of the second schedule hereunder written To the use of the said Richard Burdon his heirs and assigns

And the James Trustees hereby acknowledge the right of each of them the said Christian Hugh Septimus James and Richard Burdon to production of the Indentures dated respectively the fifth June one thousand eight hundred

and seventy eight and eighteenth November one thousand eight hundred and ninety six mentioned and specified in the first part of the first schedule hereto and to delivery of copies thereof.

And the Fellows Trustees hereby acknowledge the right of each of them the said Christian Hugh Septimus James and Richard Burdon to production of the Indentures mentioned and specified in the second part of the First Schedule hereto and to delivery of copies thereof.

And the Hopford Sackville Trustees hereby acknowledge the right of each of them the said Christian Hugh Septimus James and Richard Burdon to production of the Indenture mentioned and specified in the third part of the first Schedule hereto and to delivery of copies thereof.

And the said Christian Hugh Septimus James hereby acknowledges the right of the said Richard Burdon to production of the Indentures mentioned and specified in the fourth part of the first schedule hereto and to delivery of copies thereof and hereby undertakes for the safe custody thereof.

In witness whereof the said persons parties hereto have hereunto set their respective hands and seals the day and year first hereinbefore written.

The First Schedule

above referred to

Part I

16th July 1873 Will of Thomas James of Otterburn Tower in the County of Northumberland Esquire

1873. Death of Harry Redesdale James without issue
1st November 1875. Death of Richard James without issue
20th July 1878. Codicil to the Will of the said Thomas James
27th February 1883. Death of John Hollinson James
14th June 1883. Death of the said Thomas James
5th June 1878. Indenture of Settlement on the marriage of

the said Christian Hugh Septimus James
 made between the said Christian Hugh
 Septimus James of the first part Susannah
 Elizabeth James of the second part the said
 Thomas James of the third part and the said
 Frederick Woodhouse James the said Charles
 Woodhouse James and Jasper Redgrave of the
 fourth part.

18th November 1896. Indenture made between the said Jasper
 Redgrave of the first part the said Christian
 Hugh Septimus James and Susannah
 Elizabeth James his wife of the second part
 and the said Frederick Woodhouse James
 and Charles Woodhouse James of the third
 part whereby the said Jasper Redgrave was
 discharged from the trusts of the lastly mentioned
 Indenture dated 5th June 1878.

Part 2

11th October 1870. Indenture of Settlement on the marriage of
 the said Emily Hope Fellows with the said
 Henry Fellows made between the said Emily
 Hope Fellows (then Emily Hope James) of the
 first part the said Henry Fellows of the second

part the said Thomas James of the third part and Robert Ernest Wainwright and Richard James of the fourth part. —

3rd May 1872. Indenture made between the said Henry Fellows and Emily Hope Fellows his wife of the first part the said Robert Ernest Wainwright of the second part Thomas Alexander Riddell Garre of the third part and the said Richard James of the fourth part whereby the said Thomas Alexander Riddell Garre was appointed a trustee of the lastly mentioned Indenture dated 11th October 1870 in the place of the said Robert Ernest Wainwright. —

8th February 1878 Indenture made between the said Henry Fellows and Emily Hope Fellows his wife of the first part the said Edward Carleton Holmes the younger of the second part and the said Thomas Alexander Riddell Garre and Edward Carleton Holmes the younger of the third part whereby the said Edward Carleton Holmes the younger was appointed a trustee of the said Indenture dated 11th October 1870 in the place of the said Richard James deceased. —

24th July 1901. Indenture made between the said Emily Hope Fellows of the first part and the said Thomas Alexander Riddell Garre and Edward Carleton Holmes the younger of the second part whereby the share of the

real estate of the said Thomas James to which the said Emily Hope Fellows was then entitled under his Will was assured to the said Thomas Alexander Riddell Garre and Edward Garleton Holmes the younger to the uses and upon the trusts expressed or referred to in the said Indenture of 11th October 1870.

21st March 1905. Death of the said Thomas Alexander Riddell Garre.

19th June 1905. Indenture made between the said Henry Fellows and Emily Hope Fellows his wife of the first part the said Charles Woodhouse James of the second part and the said Edward Garleton Holmes the younger and Charles Woodhouse James of the third part whereby the said Charles Woodhouse James was appointed a trustee of the said Indenture dated 11th October 1870 in the place of the said Thomas Alexander Riddell Garre deceased.

Part 3

21st January 1903. Indenture of Settlement on the marriage of the said Effie Kedestale Stopford Sackville (then Effie Kedestale James) of the first part the said Alexander William Stopford Sackville of the second part and the said Henry Gladwick Windley Tom James and Lionel Richard Stopford Sackville of the third part

Part 4

12th December
1861

Indenture made between the Reverend William Marriott Smith Marriott Thomas Greenwood John William Anderson Chandless and William Ghafer of the one part and the said Thomas James of the other part being the conveyance to the said Thomas James of the before mentioned tithe rent charge of £150.

15th February
1862

Indenture made between the said Thomas James of the one part and John Ridley and John Clayton of the other part being a mortgage of the said tithe rent charge to secure the sum of £3500 and interest.

9th August 1865
17th August

Death of the said John Ridley
Indenture made between the said John Clayton of the one part and Henry Thomas Butler of the other part being a transfer of the lastly mentioned mortgage to the said Henry Thomas Butler.

16th April 1880

Indenture made between the said Henry Thomas Butler of the one part and Nathaniel George Clayton of the other part being a transfer of the said mortgage to the said Nathaniel George Clayton.

17th January
1883

Indenture made between the said Nathaniel George Clayton of the one part and the said Henry Nicholas Middleton and George P Anthony Fenwick and Richard Clayton (sinec

deceased) being a transfer of the said mortgage
to the said Henry Nicholas Middleton,
George Anthony Fenwick and Richard Clayton
29th November 1903. Death of the said Richard Clayton.

The Second Schedule

above referred to

Part I

Property conveyed to the said
Christian Hugh Septimus James

N ^o on Plan	State of Cultivation	Area
14 and 18.	Old grass	37.118.
16.	Woodland	.171.
17.	Woodland	6.130.
19.	Homestead &c.	27.49.
18 ^A	Orchard	.916
18 ^B	Plantation	.862.
19 ^A	Old grass	3.332.
20.	Smithy	.148.
21.	Quarry Plantation	3.038.
22. 26	Old grass	73.228.
23.	Old grass	15.988.
23 ^A	Bog and Lake	11.608.
24 ^A	Old grass	17.770
24 ^B	Old grass	17.865
		190.919

Part I Continued

N ^o on Plan	State of Cultivation	Area 190.919
25.	Arable	18.193.
27 ^A	Old grass	24.328.
27 ^B	Old grass	25.313.
27 ^C	Old grass	1.990.
28.	Old grass	19.415.
28 ^A	Blakeley Plantation	6.369
28 ^B	Houghton Moor Farm House and Byres.	.995.
29.	Cottage and Byres	.275.
34.	Road	.881.
35	One (southern) half of Military Road ad medium filum	1.998.
		290.676

Part 2

Property conveyed to the said Richard Burdon

		acres
1.	Pasture	46.718
2.	Pasture	7.537
3.	Old grass	30.571.
8 ^A	Old grass	32.145.
32.	Site of Old Road - pasture	3.286.
4	Pasture	14.252.
5.	Woodland	.839.
6.	Old grass	38.332.
7.	Arable	20.464

Part 2 Continued

N ^o on Plan	State of Cultivation	Area
8 ^b	Arable	21.079.
9.	Woodland	4.553
10.	Arable	49.465.
11.	Woodland	2.274
12.	Cottage	.168.
13.	Old grass	63.762.
33	Public Road	4.906.
15	Old Toll House	.015
35.	One (northern) half of Military Road ad medium filum	1.998.

Signed sealed and delivered
by the said Charles Woodhouse
James in the presence of

Charles Woodhouse James

James Willey

Widow Housekeeper

Mordeley Vicarage

C. H. S. James.

Signed Sealed and delivered
by the said Christian Hugh
Septimus James in the presence

Tom James

J. T. Graham
117 Pilgrim Street
Newcastle-upon-Tyne
Whiston

Signed sealed and delivered by the
said Tom James in the presence

Effie Reddel Stopped Pickle

Annice Prince

Wife of Wm Prince Mariner
of Colvelly Devon

Signed Sealed and Delivered
by the said Effie Redesdale
Stopford Sackville in the
presence of

Ernest Theiger.
Artist

142 Sloane St. S.W.

Signed Sealed and delivered
by the said Edward Carlton
Holmes the younger in the
presence of

George & H. Zell

12 Bedford Row W.P. Frederick Woodhouse James.
Solor

Signed Sealed and delivered
Henry Chadwick Windley in the
presence of

W. J. Davison

Clerk in Holy Orders George A. Fenwick
Assistant Curate St. Chad's Finsbury

Signed Sealed and Delivered by
the said Lionel Richard Stopford
Sackville in the presence of

J. Henry B. Gregory
1 Bedford Row
London. Solicitor

Signed Sealed and Delivered by
the said Frederick Woodhouse James
in the presence of

James Wakefield

Secretary
J. Constitutional Club
Piccadilly W.1

Edw^d Carlton Holmes J^r.

H. Chadwick Windley.

Lionel R. Stopford Sackville

Henry Chadwick Windley

Richard Burdon.

Signed Sealed and Delivered
by the said Henry Nicholas
Middleton in the presence
of

C.P. Gibson

3 Windsor Terrace
Newcastle upon Tyne
Solicitor

Signed Sealed and Delivered
by the said George Anthony
Fenwick in the presence of

Esther Woodgate

Hellmerston Presby-

Spinner

Signed Sealed and Delivered
by the said Richard Burdon
in the presence of

L.D. Foster

Cashier to Messrs. J. & W. Hawes
Solicitors. Newcastle on Tyne.

Dated 9th August 1905

The Rev.^d C. W. James
and Others

— to —

C. H. S. James Esq.^{re} and
The Rev. Richard Burdon

Forfeiture

— of —

the Rudchester Estate in
the County of Northumberland —

