ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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Cap. 6.

An Act to authorize the Trustees of the Will of *Athelstan Corbet* Esquire, deceased, to grant Building Leases and Mining Leases of the Estates thereby devised, and to raise Five thousand Pounds out of the same Estates, and apply such Sum in the Improvement of the Port of *Aberdovey* and Lands adjoining thereto, and for other Purposes. [7th *August* 1862.]

WHEREAS *Athelstan Corbet*, of *Ynys-y-Maengwyn* in the County of *Merioneth*, Esquire, deceased, (being at the Time of making his Will and of his Death seised of an Estate of Inheritance in Fee Simple in possession of or to large Estates, commonly called the *Ynys-y-Maengwyn* Estates, situate in the Parishes of *Towyn*, *Talyllyn*, *Llanegrin*, and *Pennal*, in the County of *Merioneth*, but subject as to Parts of the said Estates to certain Incumbrances herein-after more particularly mentioned, and also to an Indenture of Settlement, dated the Twenty-sixth Day of *May* One thousand eight hundred and twenty-seven, made on the Marriage of the said *Athelstan Corbet* and *Julia Barbara* his Wife, whereby the Hereditaments com-

prised in the said Settlement were charged with a Jointure Rentcharge of One thousand Pounds *per Annum* for the Benefit of his said Wife and her Assigns for her Life, and so charged, were settled upon the Issue of the said Marriage, with Remainder in default of such Issue to the Use of the right Heirs of the said *Athelstan Corbet* for ever,) made and published his last Will and Testament in Writing, dated the Twenty-second Day of *July* One thousand eight hundred and thirty-five, and thereby, after charging all his Real Estate, in exclusion of his Personal Estate, with the Payment of his Debts, Funeral and Testamentary Expenses, and Legacies, and confirming the Settlement made on his Marriage with the said *Julia Barbara Corbet*, the Testator gave and devised all and singular his Manors, Messuages, Farms, Lands, Tenements, and Hereditaments in the several Counties of *Merioneth* and *Cardigan*, and all other his Real Estate whatsoever and wheresoever, unto and to the Use of *John Edwards* and *John Evans* (both since deceased) and their Heirs, upon trust, by and out of the Rents, Issues, and Profits of the said Real Estate, to preserve and maintain the same Real Estate and every Part thereof in good and tenantable Repair, and to keep down the Interest on the Incumbrances affecting the same; and in the next place by and out of the Rents and Profits of the said Real Estate to raise and pay unto his Sister *Elizabeth Maurice* (since deceased) during her Life One Annuity of Two hundred Pounds, and to his Sister *Anne Susannah Maurice* and her Assigns during her Life One Annuity of Two hundred Pounds; and to his Cousin *Jane Corbet* of *Towyn* during her Life One Annuity of One hundred Pounds for her separate Use without Power of Anticipation; and to his said Wife and her Assigns during her Life One Annuity of Two hundred Pounds, and the said Testator directed that such Annuity should be paid to her in addition to the said Jointure of One thousand Pounds *per Annum* settled upon her by the said Settlement made on their Marriage; and upon further trust, by and out of the said Rents, Issues, and Profits of his said Real Estate, for the Space of Three Years next following the Decease of his said Wife, to raise and pay unto such Person or Persons, and for such Uses, Intents, and Purposes, as his said Wife should by any Deed or Writing appoint, the annual Sum of One thousand two hundred Pounds, free from all Deductions whatsoever, and which said yearly Sum of One thousand two hundred Pounds should become payable and be paid at such Periods as the said Jointure of One thousand Pounds is made payable by the said Marriage Settlement; but in case his said Wife should not make any such Direction or Appointment of the said annual Sum of One thousand two hundred Pounds or any Part thereof, then the same should not be raised and applied out of the said Rents, Issues, and Profits, but should cease and determine upon her Decease for the Benefit of his Estate; and he declared that after the Decease of his said Wife, the said *John Edwards* and *John Evans*, and their Heirs, should stand seised of his said Real Estate upon further trust, by and

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out of the Rents, Issues, and Profits thereof, to raise and pay unto the said *Anne Susannah Maurice* and her Assigns during her Life an additional Annuity of Five hundred Pounds on the Twenty-fifth of *March* and the Twenty-ninth of *September* in every Year, the First Payment of the said additional Annuity to be made on such of the Days as should next happen after the Decease of his said Wife in case she should make no such Appointment of the said Sum of One thousand two hundred Pounds or any Part thereof as therein-before mentioned, and in case she should make such Appointment of the same Sum or any Part thereof, then the First Payment of the said additional Annuity was to be made on such of the said Days as should happen next after Three Years from his said Wife's Decease; and after the Decease of the said *Anne Susannah Maurice* in case the said *Elizabeth Maurice* should survive her, then he gave an additional Annuity of Five hundred Pounds to the said *Elizabeth Maurice* and her Assigns for her Life, to be paid at the Times and in the Manner and subject to the Postponement thereof herein-before directed with regard to the additional Annuity bequeathed to the said *Anne Susannah Maurice;* and upon further trust during the Life of his said Wife, that they his said Trustees should apply the Residue of such Rents, Issues, and Profits from Time to Time unapplied for the Purposes aforesaid, when and as often as the same should amount to the Sum of Five hundred Pounds and upwards, in liquidation, so far as it would go, of the several Mortgages and Incumbrances affecting the same Estates; and the said Testator declared that in case the Rents, Issues, and Profits of his said Real Estate should prove insufficient to pay the Annuities and answer the Trusts therein-before declared thereof, and also to pay the Jointure settled on his said Wife, then the said Annuity of One hundred Pounds to the said *Jane Corbet,* and next the additional Annuity of Two hundred Pounds to his Wife, should abate and cease during such Insufficiency, before and in exclusion to any Abatement being made in or from the other Bequests therein contained; and after devising his Mansion House of *Ynys-y-Maengwyn* and certain other Premises to his Wife during her Widowhood, the said Testator declared that in case the Rents, Issues, and Profits of the Estates settled upon his Marriage and charged with the Payment of her said Jointure of One thousand Pounds *per Annum* should from any Cause or Circumstance prove insufficient to answer and satisfy the same Jointure, his said Trustees for the Time being should, out of the Rents, Issues, and Profits of the Residue of his said Real Estates not so settled, raise such further Sum or Sums as should be sufficient to make good such Deficiency, and pay and apply the same accordingly, provided that the several Annuities of Two hundred Pounds to each of his Sisters, the said *Elizabeth Maurice* and *Anne Susannah Maurice,* be not thereby prejudiced or abated; and subject to the Trusts aforesaid, he declared that his said Trustees should stand and be seised

seised of such Part of his said Real Estate as was not comprised in the Settlement made on his Marriage with his said Wife, in trust for his the said Testator's First and other Sons successively in Tail, and in default of such Issue for his Daughters successively in Tail, and in default of such Issue of his Body, then his said Trustees should stand seised of all his said Real Estate upon trust for the First and every other Sons of his said Sister *Anne Susannah Maurice* successively in Tail, and in default of such Issue in trust for the First and other Daughters of his said Sister *Anne Susannah Maurice* successively in Tail, and in default of such Issue upon trust for the First and other Sons of his Sister *Henrietta*, the Wife of *Charles Decimus Williames* (both now deceased) successively in Tail, and in default of such Issue upon trust for the First and other Sons of his said Sister *Elizabeth Maurice* successively in Tail, and in default of such Issue upon trust for his Niece *Henrietta Corbet Williames*, the eldest Daughter of his Sister the said *Henrietta Williames*, and her Assigns, for her natural Life; and he declared that his said Niece should be considered as in her Minority until she should attain the Age of Thirty-one Years, and during such Minority the Rents, Issues, and Profits of his said Real Estate should be applied in manner therein and herein-after mentioned, and after her Decease upon trust for the First and other Sons of the said *Henrietta Corbet Williames* successively in Tail, and in default of such Issue upon trust for the First and other Daughters of the said *Henrietta Corbet Williames* successively in Tail, and in default of such Issue upon trust for his Niece *Maria Ann Williames*, the Second Daughter of the said *Henrietta Williames* and her Assigns for her Life, and after her Decease upon trust for the First and other Sons of his said last-mentioned Niece successively in Tail, and in default of such Issue upon trust for the First and other Daughters of his said last-mentioned Niece successively in Tail, and in default of such Issue upon trust for the Third and every other succeeding Daughter of his said Sister *Henrietta Williames* successively in Tail, and in default of such Issue upon trust for the First and other Daughters of the said *Elizabeth Maurice* successively in Tail, and in default of such Issue upon trust for his Cousin the said *Jane Corbet*, and her Assigns, for her Life, and after her Decease upon trust for the First and other Sons of the said *Jane Corbet* successively in Tail, and in default of such Issue upon trust for the First and other Daughters of the said *Jane Corbet* successively in Tail, and in default of such Issue upon trust for his Cousin *Richard Owen Powell* (since deceased), and his Assigns, for his Life, and after his Decease upon trust for the First and other Sons of the said *Richard Owen Powell* successively in Tail, with divers Remainders over, the ultimate Limitation or Trust being to or for the Testator's own right Heirs; and the said Testator further declared that notwithstanding any of the Limitations thereinbefore contained it should be lawful for the Trustees for the Time being

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acting in the Trusts of his Will, in their own absolute Discretion, in case they should think it most beneficial to his said Estate and the Persons interested therein, to lease all or any Part of his said Hereditaments (except his Mansion House and the Premises therein-before given in trust for the Benefit of his said Wife during her Widowhood) for any Term not exceeding Twenty-one Years in possession, at the best yearly Rent to be incident to the Reversion that could be reasonably had for the same, and without taking any Fine or Premium for making thereof; and the said Testator further declared, that if at any Time the Person for the Time being beneficially entitled in possession to the Rents, Issues, and Profits of his said devised Estate under the Trusts of his Will should be in his or her Minority, in such Case and so often as the same should happen the Trustees for the Time being of his Will should during such Minority receive and take the Rents, Issues, and Profits of his said Real Estate, and apply from Time to Time so much and such Part thereof as they in their Discretion should think fit, not exceeding in the whole the Sum of Three hundred Pounds in any One Year, for or towards the Maintenance and Education of the Person so for the Time being beneficially entitled as aforesaid, and lay out and invest the Residue of such Rents, Issues, and Profits in the Names of the said Trustees in the Purchase of Parliamentary Stocks or in the Public Funds of *Great Britain*, or upon Real Securities in *England* or *Wales*, to be from Time to Time altered, transferred, and varied as Occasion should require, and as his said Trustees should deem meet, and receive the Interest, Dividends, and annual Proceeds of such Stocks, Funds, and Securities, and lay out and invest the same in like Manner from Time to Time, so that the same Rents, Issues, and Profits, Stocks, Funds, and Securities, Interest, Dividends, and annual Produce might during such Minority as aforesaid be accumulated; and also it was his Will, and he thereby directed that during the Suspense of any contingent Remainder or Interest, and the Vacancy of a Person beneficially entitled in possession under the Trusts of his said Will, the Trustees for the Time being of his said Will should pay and apply the Rents, Issues, and Profits of his said devised Estate to and for the Benefit of the Person next beneficially entitled for the Time being under that his Will to a vested Interest in his said devised Real Estate but without Prejudice to the Interest or Right of the Person afterwards coming into existence, and that the Trustees for the Time being of his said Will should stand possessed of and interested in the said Accumulations upon trust, at the End of such Minority as aforesaid, or sooner if his said Trustees should think fit to call in and convert the same or any Part thereof into Money, and thereby to pay off and discharge any Mortgages, Debts, or Incumbrances in anywise affecting his said devised Real Estate, and also to lay out so much thereof as his said Trustees should think fit, in planting any Part of such Estate, and to lay out and invest so much of the said last-mentioned Money as should remain after answering the

the Purposes aforesaid, or as his said Trustees should think fit, in the Purchase of Lands to be settled in such Manner as by his said Will was expressed with respect to his said devised Real Estate, and in the meantime until such Payments or Purchases should be made, to stand possessed of the said Accumulations upon such Trusts as were by his said Will declared of his said Real Estate, or as near thereto as might be; and the said Testator thereby empowered his said Trustees to fell the Timber and thin out the Plantations upon his said Real Estate, and to sell the Residue thereof not required for the Repairs of the said Estate, and to hold the Monies arising from such Sale upon the like Trusts as therein-before declared concerning the Accumulations of the Rents and Profits of his said Real Estate; and in the said Will was contained a Power for appointing new Trustees whenever the said Trustees thereof or either of them should die, and for conveying the Trust Estates upon any such Appointment, so as to vest the same in such new Trustee or Trustees only or jointly with such continuing Trustees or Trustee as the Case should require: And whereas the said Testator *Athelstan Corbet* died on the Twenty-sixth Day of *December* One thousand eight hundred and thirty-five, without having altered or revoked his said Will, and without leaving Issue living at his Death, and his said Will was duly proved in the proper Ecclesiastical Court by the said *John Edwards* and *John Evans*, the Executors in the said Will named: And whereas the Three following Causes have been instituted and are now pending in the High Court of Chancery for the Purpose of having the Trusts of the said Will carried into execution; namely, first, an original Cause wherein the said *Julia Barbara Corbet*, the Widow of the said Testator, but now the Wife of Sir *Archer Denman Croft* Baronet, the said *Jane Corbet*, the said *Henrietta Corbet Williames* (then an Infant, but now of Age and the Wife of *John Soden*), the said *Anne Maria Williames* (then an Infant, but now of Age and the Wife of *Richard Vesey Blathwayt*), the said *Richard Owen Powell* (since deceased), and *Athelstan Owen Powell* (then an Infant, by his next Friend, but now of Age), were (and as respects the Survivors) are Plaintiffs, and the said *Elizabeth Maurice* (since deceased), the said *Anne Susannah Maurice*, the said *John Edwards* (since deceased), the said *John Evans* (since deceased), and the said *Charles Decimus Williames* and *Henrietta* his Wife (both since deceased), were (and as respects the Survivors) are Defendants; secondly, a supplemental Cause wherein the said *Jane Corbet*, *Henrietta Corbet Williames*, *Anne Maria Williames*, *Richard Owen Powell* (since deceased), and *Athelstan Owen Powell* were (and as respects the Survivors) are Plaintiffs, and the said Sir *Archer Denman Croft* and *Julia Barbara* his Wife, the Honourable *Richard Denman*, and *George William Traill* (since deceased), the said *Anne Susannah Maurice*, *Elizabeth Maurice* (since deceased), the said *John Edwards* (since deceased), the said *John Evans* (since deceased), and *Charles Decimus Williames* and *Henrietta* his Wife (both since deceased), were and (as

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respects the Survivors) are Defendants; and thirdly, a supplemental Cause wherein *Athelstan John Soden Soden*, *Arthur Herbert Soden Soden*, *Harcourt Soden Soden*, *Robert Soden Soden*, and *Mary Blathwayt* Spinster (then and still Infants, by their next Friend) were and are Plaintiffs, and the said *Jane Corbet* and *Athelstan Owen Powell*, *John Soden*, and *Henrietta Corbet* his Wife, *Richard Vesey Blathwayt* and *Anne Maria* his Wife, Sir *Archer Denman Croft* and *Julia Barbara* his Wife, the Honourable *Richard Denman* and *George William Traill* (since deceased), and *Anne Susannah Maurice*, and *Rowland Evans* were and (as respects the Survivors) are Defendants: And whereas in pursuance of a Decree of the said Court of Chancery made on the Hearing of the said original Cause of *Corbet* versus *Maurice*, dated the Eighteenth of *June* One thousand eight hundred and thirty-seven, and of another Decree dated the Fourth of *May* One thousand eight hundred and thirty-eight, made in the First supplemental Cause of *Corbet* versus *Croft*, (and by which First Decree it was declared that the said Will was well proved, and that the same ought to be established and the Trusts thereof performed and carried into execution, and that the said Testator's Debts, Funeral and Testamentary Expenses, and the Legacies given by his said Will were a Charge upon and ought to be raised by Sale or Mortgage of the said Testator's Real Estate, and whereby it was ordered that the Master should inquire into and report on the Points amongst others in his separate and general Reports respectively mentioned or referred to,) the Master to whom such Causes stood referred, by his separate Report dated the Twenty-seventh of *July* One thousand eight hundred and thirty-eight, found that the several Real Estates set forth by way of Third Schedule to his Report were devised by the said Will, and he found that the annual Rents and Profits thereof, inclusive of the Mansion House and Premises devised in trust for the said *Julia Barbara Corbet* during her Widowhood (the Rent of which Mansion House and Premises had since fallen in by her subsequent Marriage) amounted to the Sum of Four thousand four hundred and thirty-seven Pounds; and he found that such Parts of the said Real Estate as were mentioned in the First Part of the said Third Schedule were subject to and charged with the Payment of the respective Sums of Ten thousand five hundred Pounds, Fifteen thousand five hundred Pounds, and Interest under and by virtue of certain Indentures of Lease and Release of the Sixth and Seventh of *June* One thousand eight hundred and twenty-eight, and the First and Second of *July* One thousand eight hundred and thirty, the Release dated the Seventh of *June* One thousand eight hundred and twenty-eight being made between *Thomas Wilkinson* the elder of the First Part, *John Reay*, *Charles March Adams*, and *David Powell* of the Second Part, *William Sykes*, *John Watson*, *Henry Sykes*, and *Thomas Wilkinson* the younger of the Third Part, *Vincent Corbet* of the Fourth Part, the said *Athelstan Corbet*, the Testator, of the Fifth Part, and *Benjamin Harrison*, *George Dorrien*, *Rowland Stephenson*, and Sir *Claudius*

Claudius Stephen Hunter (who were then the Trustees for the *London* Life Association) of the Sixth Part, and the Release dated the Second of *July* One thousand eight hundred and thirty being made between *Richard Phillips* of the First Part, the said *Athelstan Corbet*, the Testator, of the Second Part, the said *Vincent Corbet* of the Third Part, *Henry James Brooke* of the Fourth Part, the said Sir *Claudius Stephen Hunter*, *Thomas Poynder* the younger, *Charles Franks*, and *Michael Gibbs* (who were then the Trustees for the *London* Life Association) of the Fifth Part, *Ambrose Humphreys* of the Sixth Part, and *John Druce* of the Seventh Part; and the said Master found that such Parts of the Real Estate as were mentioned in the Second Part of the said Third Schedule, and which are the Hereditaments specified in the First Schedule to this Act) were subject to the Payment of the said Jointure of One thousand Pounds to the said *Julia Barbara Corbet* for her Life under the said Indenture of Settlement of the Twenty-sixth of *May* One thousand eight hundred and twenty-seven; and the Master found that such Parts of the said Real Estates as were mentioned in the Third Part of the said Third Schedule were not affected by any Mortgages or Incumbrances, save and except as therein-after mentioned, (that was to say,) the Sum of One thousand three hundred and fifty Pounds and Interest, secured by certain Indentures of Lease and Release of the Seventh and Eighth of *September* One thousand eight hundred and twenty-five and the Fifteenth and Sixteenth of *February* One thousand eight hundred and twenty-eight, the Release dated the Eighth of *September* One thousand eight hundred and twenty-five being made between *John Pugh* and *Rachel* his Wife of the First Part, the said *Athelstan Corbet*, the Testator, of the Second Part, *Sarah Griffiths* Widow of the Third Part, and *Joseph Jones* of the Fourth Part, and the Release dated the Sixteenth of *February* One thousand eight hundred and twenty-eight being made between *Susannah Griffiths* Spinster of the First Part, *John Edwards* of the Second Part, the said *Sarah Griffiths* of the Third Part, *Matthew Davies Williams* of the Fourth Part, and *Charles Lloyd Williams* and *David Pritchard* of the Fifth Part; and the Master found that such Part of the said Real Estates as were mentioned in the Fourth Part of the said Third Schedule were devised to the said *Julia Barbara Corbet* during her Widowhood, but were affected by the said Indentures of Mortgage of the Sixth and Seventh of *June* One thousand eight hundred and twenty-eight and the First and Second of *July* One thousand eight hundred and thirty; and he found that there were no Mortgages or Incumbrances affecting the said Real Estates except the Mortgages and Incumbrances therein-before and herein-before stated, and such of the Bond Debts of the Testator as had been proved before him and included in the First Schedule to his Report; and the Master stated that he was of Opinion that it would be most for the Benefit of the Testator's Estate and the Persons entitled under his Will that the Debts (including the said Mortgage Debt of One thousand three hundred and fifty Pounds) and

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Funeral and Testamentary Expenses and Legacies should be raised by Mortgage, and that the Sum of Eighteen thousand Pounds would be required for that Purpose, but which Sum did not include the Sum due to the *London* Life Association; and the Master was of Opinion that the whole of the Testator's Real Estate should be mortgaged for the Purpose aforesaid: And whereas by an Order in the same Cause, dated the Eighth of *August* One thousand eight hundred and thirty-eight, it was ordered that the said Report should be confirmed, except as to the Payment of the Arrears of the Annuities and Jointure therein mentioned, and it was ordered that the said *John Edwards* and *John Evans* should be at liberty to raise the Sum of Seventeen thousand and six Pounds Seven Shillings by a Mortgage in Fee of the whole of the Testator's Real Estates: And whereas by certain Indentures of Lease and Release, dated respectively the Fourth and Fifth of *October* One thousand eight hundred and thirty-eight, and made between the said *John Edwards*, then Sir *John Edwards* Baronet, and *John Evans* of the First or one Part, and *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert* of the Second or other Part, in pursuance of the said Decree, and in consideration of One thousand three hundred and fifty Pounds paid in discharge of the said Mortgage Debt of that Amount, and of the Sum of Fifteen thousand six hundred and fifty Pounds (making together with the said Sum of One thousand three hundred and fifty Pounds the Sum of Seventeen thousand Pounds) to the said Parties thereto of the First Part paid by the said Parties thereto of the Second Part, all the Hereditaments therein described, being the whole of the Testator's Real Estate, were duly conveyed and assured unto and to the Use of the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, their Heirs and Assigns, subject nevertheless, as to such of the same Hereditaments as were comprised therein, to the aforesaid Mortgages created by the said several Indentures of the Sixth and Seventh of *June* One thousand eight hundred and twenty-eight and the First and Second of *June* One thousand eight hundred and thirty for securing Payment to the said Trustees of the said *London* Life Association of the said several Sums of Ten thousand five hundred Pounds and Fifteen thousand five hundred Pounds and Interest, and as to such of the same Hereditaments as were comprised in the said Indentures of the Twenty-fifth and Twenty-sixth of *May* One thousand eight hundred and twenty-seven to the Payment of the said Jointure Rentcharge of One thousand Pounds *per Annum* to the said Testator's Widow, then Dame *Julia Barbara Croft*, and as to such of the same Hereditaments as were comprised therein to the aforesaid Mortgage created by the Indentures of the Seventh and Eighth of *September* One thousand eight hundred and twenty-five and the Fifteenth and Sixteenth of *February* One thousand eight hundred and twenty-eight for securing Payment of the said Sum of One thousand three hundred and fifty Pounds and Interest, and which

was then vested or intended to be vested in the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, who had paid off the same as aforesaid, and as to all the same Hereditaments, also subject to the Proviso for Redemption therein contained on Payment of the said Sum of Seventeen thousand Pounds and Interest intended to be thereby secured, of which Sum it was thereby declared that the said Sum of One thousand three hundred and fifty Pounds was to be considered as Part: And whereas by certain Indentures of Lease and Release, the Release dated the Fifth of *October* One thousand eight hundred and thirty-eight, and made between the said *David Pritchard* of the First Part, the said *Matthew David Williams* and *Susannah* his Wife of the Second Part, *Joseph Jones* of the Third Part, the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert* of the Fourth Part, and *Robert Edward Johnson* of the Fifth Part, the said Mortgage Debt of One thousand three hundred and fifty Pounds and the Securities for the same were transferred unto the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, their Heirs, Executors, Administrators, and Assigns, according to the Nature thereof respectively, subject to such Equity of Redemption as was then subsisting therein; and by the said Indenture of Release a certain outstanding Term of Five hundred Years in the said Hereditaments was assigned to the said *Robert Edward Johnson* upon trust for the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, their Heirs and Assigns, and to attend the Inheritance: And whereas by certain Indentures of Lease and Release, the Release dated the Fifth of *January* One thousand eight hundred and thirty-nine, and made between *Henry James Brooke* of the First Part, the said *Benjamin Harrison*, Sir *Claudius Stephen Hunter*, and *Thomas Poynder* the younger of the Second Part, *Charles Druce* of the Third Part, the said *Charles Franks* and *Michael Gibbs* and *Dease Barnewall* and *Charles Perkins*, the then Trustees of the *London* Life Association, of the Fourth Part, the said Sir *John Edwards* and *John Evans* of the Fifth Part, the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert* of the Sixth Part, *John Druce* of the Seventh Part, and *Archer Thomas Upton* of the Eighth Part in consideration of the Sum of Twenty-six thousand Pounds to the Parties of the Fourth Part advanced and paid by the Parties of the Sixth Part by the Direction of the said Sir *John Edwards* and *John Evans*, the said Mortgage Debts of Ten thousand five hundred Pounds and Fifteen thousand five hundred Pounds, then due and owing by virtue of the said Indentures of the Sixth and Seventh of *June* One thousand eight hundred and twenty-eight and the First and Second *July* One thousand eight hundred and thirty, and all Interest for the same, were assigned unto the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, and all the Hereditaments and Premises devised by the Testator's Will were duly conveyed to them in Fee to secure the Repayment of the said Sum of

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Twenty-six thousand Pounds with Interest, and the said Sum of Seventeen thousand Pounds so secured as aforesaid by the said Indenture of the Fifth of *October* One thousand eight hundred and thirty-eight: And whereas by his General Report made in pursuance of the said Decree, and dated the Twenty-fourth of *July* One thousand eight hundred and thirty-nine, and duly confirmed by an Order dated the Third of *August* One thousand eight hundred and thirty-nine, the said Master found that the said Sir *John Edwards* and *John Evans* had duly raised and borrowed of the said *Robert Vaughan Richards*, *William Henry Tinney*, and *William Tetlow Hibbert*, therein by Mistake called *Andrew Tetlow Hibbert*, upon the Security of the said Testator's Real Estates, the Sum of Seventeen thousand Pounds, and that the said Indenture of Mortgage of the Fifth of *February* One thousand eight hundred and thirty-eight had been executed by all necessary and proper Parties, and that the said Sir *John Edwards* and *John Evans* had duly received the said Sum of Seventeen thousand Pounds and applied the same in Payment of the Debts and Testamentary Expenses and Legacies and Interest in the said separate Report mentioned; and the said Master also found that the Solicitors for the respective Parties had for the present waived the Inquiry by the said Decree directed, whether it would be for the Benefit of the Testator's Estate and the Persons interested therein that any and what Building Leases should be granted, except for the Purpose of confirming certain Contracts entered into by the Testator; and under the Circumstances aforesaid the Master also found that it would not be for the Benefit of the said Testator's Estate that Application should at present be made to Parliament for an Act enabling the Trustees of the Testator's Will to grant Building Leases of the said Testator's Property in or near *Aberdovey* aforesaid: And whereas by the Order made on the further Consideration of the said original Cause of *Corbet* versus *Maurice*, and First supplemental Cause of *Corbet* versus *Croft*, and dated the Thirtieth of *January* One thousand eight hundred and forty, it was declared that the said Contracts mentioned in the said General Report ought to be carried into effect, and it was, amongst other things, ordered that the Parties should be at liberty to apply as to the proposed Act of Parliament in the same Report mentioned, and otherwise as they should be advised: And whereas under or by virtue of an Indenture dated the Fifth Day of *February* One thousand eight hundred and forty-six, and an Indenture dated the Twenty-fourth of *May* One thousand eight hundred and fifty (both endorsed on the said First herein-before mentioned Indenture of the Fifth of *October* One thousand eight hundred and thirty-eight), the said Mortgage Debts of Twenty-six thousand Pounds and Seventeen thousand Pounds, and the said Hereditaments comprised in the same Indenture of the Fifth of *October* One thousand eight hundred and thirty-eight, and other Securities for such Mortgage Debts, became vested in *Robert Vaughan Richards* (since deceased) and *James Vincent Harting*, in

trust for *Charles Shapland Whitmore* and *Charles Alexander Wood*, their Heirs, Executors, Administrators, and Assigns, respectively, and the Sum of Thirty-thousand Pounds and no more is now due to the said *Charles Shapland Whitmore* and *Charles Alexander Wood* under the said Mortgage Securities: And whereas the said *Julia Barbara Corbet*, the said Testator's Widow, on or about the Thirty-first Day of *August* One thousand eight hundred and thirty-seven, married the said Sir *Archer Denman Croft*, and upon the Occasion of the said Marriage, by Indenture dated the Thirtieth Day of *August* One thousand eight hundred and thirty-seven, and made between the said Sir *Archer Denman Croft* Baronet of the First Part, the said *Julia Barbara Croft*, then *Julia Barbara Corbet* Widow, of the Second Part, and the Honourable *Richard Denman* and *George William Traill* (since deceased) of the Third Part, the said Jointure Rentcharge of the said *Julia Barbara Croft*, and the Annuity and other her Interest in the said devised Real Estates under the said Will, were assigned to the said *Richard Denman* and *George William Traill* upon the Trusts therein declared concerning the same: And whereas the said Sir *John Edwards* died on the Eighteenth of *April* One thousand eight hundred and fifty, and by an Indenture dated the Twenty-sixth Day of *July* One thousand eight hundred and fifty, and made between the said *John Evans* of the First Part, the said *Rowland Evans* of the Second Part, and *Henry Johnson* of the Third Part, the said *Rowland Evans* was duly appointed a Trustee of the said Will in the Place of the said Sir *John Edwards*, and all the Trust Estates were duly vested in the said *Rowland Evans* jointly with the said *John Evans* accordingly: And whereas the said *John Evans* died in the Month of *August* One thousand eight hundred and fifty-one, and by an Indenture dated the Fourteenth Day of *October* One thousand eight hundred and fifty-one, and made between the said *Rowland Evans* of the First Part, the said *John Soden* of the Second Part, and the said *Henry Johnson* of the Third Part, the said *John Soden* was duly appointed a Trustee of the said Will in the Place of the said *John Evans*, and all the Trust Estates were duly vested in the said *John Soden* jointly with the said *Rowland Evans* accordingly: And whereas the said *Anne Susannah Maurice* has never been married, and the said *Elizabeth Maurice* died on the Twentieth Day of *January* One thousand eight hundred and forty-eight without ever having been married: And whereas the said *Henrietta Williames* died on the Twenty-seventh Day of *February* One thousand eight hundred and forty-one, leaving the said *Henrietta Corbet Soden* (then *Henrietta Corbet Williames*) and the said *Anne Maria Blathwayt* (then *Anne Maria Williames*) her only Children her surviving, and the said *Charles Decimus Williames* died in the Month of *April* One thousand eight hundred and forty-four: And whereas the said *Henrietta Corbet Soden*, then *Henrietta Corbet Williames* Spinster, married the said *John Soden* on the Twentieth Day of *April* One thousand eight hundred and forty-seven, and there have been born of such Marriage Seven Children and

no

no more, namely, *Charles Soden Soden*, *Henrietta Josephine Soden*, and *Reginald William Soden Soden*, of whom the said *Charles Soden Soden* died on the Thirtieth Day of *March* One thousand eight hundred and fifty-eight, an Infant aged Six Years and upwards, the said *Henrietta Josephine Soden* died on the Thirty-first of *March* One thousand eight hundred and fifty-eight, an Infant aged Three Years and upwards, and the said *Reginald William Soden Soden* died on the Twenty-ninth of *March* One thousand eight hundred and fifty-eight, aged One Year and upwards, and the said *Athelstan John Soden Soden*, who was born on the Twenty-ninth of *June* One thousand eight hundred and fifty, and who is the First Tenant in Tail under the said Will, the said *Arthur Herbert Soden Soden*, who was born on the Fifteenth of *June* One thousand eight hundred and fifty-seven, the said *Harcourt Soden Soden*, who was born on the Fourteenth of *August* One thousand eight hundred and fifty-nine, and the said *Robert Soden Soden*, who was born the Twentieth of *March*, One thousand eight hundred and sixty-one: And whereas the said *Anne Maria Blathwayt*, then *Anne Maria Williames* Spinster, married the said *Richard Vesey Blathwayt* on the Second Day of *September* One thousand eight hundred and fifty-seven, and there has been born of such Marriage One Child only, namely, the said *Mary Blathwayt*, who was born on or about the Twelfth Day of *July* One thousand eight hundred and fifty-eight: And whereas the said *Jane Corbet* has never been married, and is now of the Age of Forty Years and upwards: And whereas the said *Richard Owen Powell* died on the Fourth Day of *June* One thousand eight hundred and fifty-nine, and the said *Athelstan Owen Powell* was the eldest Son of the said *Richard Owen Powell*, and is the First Tenant in Tail in existence of full Age under the said Will: And whereas the Estates devised by the Will of the said Testator comprise the Towns of *Towyn* and *Aberdovey* and the Districts adjoining thereto, and the said Town of *Towyn* is much frequented as a Watering Place, and its present House Accommodation is wholly inadequate to the Visitors coming there, and the numerous Persons engaged in the increasing Trade of the Town and Port of *Aberdovey* are suffering from the Want of proper Dwelling Houses, and disused Stables and dark Hovels are fitted up as Dwellings for Numbers of the poorer Classes resident there, and the Influx of Workmen consequent on the Commencement of the *Aberystwith and Welsh Coast* Railway close to the said Towns without due Accommodation for them will produce serious Evils: And whereas the said Testator's Will contains no Power of granting Leases other than Leases for Twenty-one Years as herein-before recited; and for the like Reason no Leases can be granted of the Minerals, consisting of Copper and Lead, and of the Slate in large Quantities, under the said devised Estates: And whereas the granting of Building and Mining Leases, for which Applications are constantly made, would be a Source of increased and permanent Profit to the said Estates: And whereas the said *Jane Corbet* has always declined and still declines to concur in any

Application to the said Court of Chancery for the Exercise of the Powers conferred by the Act of the Nineteenth and Twentieth of the Reign of Her present Majesty, entitled *An Act to facilitate Leases and Sales of Settled Estates*, and such Powers cannot accordingly be exercised, except subject to and so as not to affect the Right, Estate, or Interest of the said *Jane Corbet*: And whereas certain of the Lands devised by the said Will and abutting on the River *Dovey*, and believed to have been Part of the Testator's Estate, and which Lands are specified in the Second Schedule to this Act, have since the Testator's Death been found to belong to the Crown, but the Commissioners of Her Majesty's Woods and Forests and Land Revenues are prepared (subject to the Approval of the Lords Commissioners of Her Majesty's Treasury) to grant a Lease of the same for a Term of Years not exceeding Seventy Years to the said *John Soden* and *Rowland Evans*, or the Trustees for the Time being of the said Will, upon the Condition of their permanently improving the same by the Erection of a Wharf and Warehouses thereon, and otherwise, and the Cost of such permanent Improvements, including the Erection of the said Wharf and Warehouses, is estimated, so far as the same can now be ascertained, at the Sum of Three thousand five hundred Pounds, but it will be for the Benefit of the devised Estates and the Persons interested therein if the Trustees for the Time being of the said Will should be authorized to raise and apply such Sum or Sums of Money, not exceeding in the whole the Sum of Five thousand Pounds, as may eventually be required for effectuating such Improvements: And whereas there is no Residence for the Clergyman of *Aberdovey*, which contains a Population of about One thousand five hundred, and it is of much Importance that a Power should exist granting a Site for that Purpose, and also for granting Sites for Parsonage Houses, Churches, and Schools, in those Districts in which Building would take place if Building Leases could be granted, but there is no Tenant for Life in possession under the Trusts of the said Will of the said devised Estates who can exercise the Powers of granting such Sites respectively by the Acts of Parliament in that Behalf conferred: And whereas by an Order of the said Court of Chancery, made on the Seventh of *March* One thousand eight hundred and sixty-two, in the Three Causes aforesaid, by his Honour the Vice Chancellor Sir *Richard Torin Kindersley* upon the Petition of the said *John Soden* and *Henrietta Corbet* his Wife, and *Rowland Evans*, and the said *Athelstan John Soden Soden*, *Arthur Herbert Soden Soden*, *Harcourt Soden Soden*, *Robert Soden Soden*, and *Mary Blathwayt* by their next Friend, and the said *Athelstan Owen Powell*, *Richard Vesey Blathwayt*, and *Maria Anne*, in such Order called *Anne Maria*, his Wife, and *Anne Susannah Maurice*, and upon hearing Counsel for the Petitioners and for the said *Jane Corbet*, Sir *Archer Denman Croft*, and *Julia Barbara* his Wife, the Honourable *Richard Denman* and *George William Traill*, and the said *Charles Shapland Whitmore* and *Charles Alexander Wood*, and upon reading (amongst

other

other things) the said herein-before mentioned Decrees, Orders, and Reports, the said Indenture of Lease and Release of the Fourth and Fifth of *January* One thousand eight hundred and thirty-nine, the said Indentures dated respectively the Fifth of *February* One thousand eight hundred and forty-six, the Twenty-fourth of *May* One thousand eight hundred and fifty, and the Twenty-sixth of *July* One thousand eight hundred and fifty, an Exhibit marked A., being the said Indenture of the Fourteenth of *October* One thousand eight hundred and fifty-one, an Affidavit of its Execution by the said *Rowland Evans* and *John Soden*, an Affidavit of *Jacob Henry Cotterell*, filed the Twenty-fourth of *February* One thousand eight hundred and sixty-two, and Evidence of the Deaths of the said *Richard Owen Powell*, Sir *John Edwards*, *John Evans*, *Elizabeth Maurice*, *Charles Decimus Williames* and *Henrietta* (in the Certificate of Burial called *Henrietta Maurice*) his Wife, *Reginald William Soden Soden*, *Henrietta Josephine Soden*, and *Charles Soden Soden*, and Evidence of the Marriage of the said *John Soden* and *Henrietta Corbet Williames*, and of the Births of the said *Athelstan John Soden Soden*, *Arthur Herbert Soden Soden*, *Harcourt Soden Soden*, and *Robert Soden Soden*, and of the said Three deceased Children of the said *John Soden* and *Henrietta Corbet* his Wife, and Evidence of the Marriage of *Richard Vesey Blathwayt* and *Maria Anne* (in the Certificate of Marriage called *Anne Maria Elizabeth*) *Williames*, and of the Baptism of the said *Mary Blathwayt*, it was ordered that an Inquiry should be made whether it would be fit and proper and for the Benefit of the Estate of the said Testator and the Persons entitled thereto under his Will, that an Application should be made to Parliament for an Act to enable the Petitioners *John Soden* and *Rowland Evans*, or other the Trustees for the Time being of the said Will, to grant Building Leases and Mining Leases and to accept the Surrender of existing Leases of the Property thereby devised, and also to enable the Petitioners *John Soden* and *Rowland Evans*, or such Trustees as aforesaid, to charge the Property devised by the said Will, except such Parts as are subject to the Jointure of the said *Julia Barbara Croft*, with any Sum not exceeding Five thousand Pounds, for the Purpose of improving the Port of *Aberdovey*, with a view to the Grant of an extended Lease of the Foreshore from the Crown, or for any other substantial Improvement, and also to enable the Petitioners *John Soden* and *Henrietta Corbet Soden*, during the Lifetime of the said *Julia Barbara Croft* and the Subsistence of the Mortgages affecting the Testator's Estate, to be considered as the Tenants for Life in possession, for the Purposes of the Church, Parsonage House, and School Building Acts, and other Acts of a similar Nature, and in case it should be certified to be proper, then it was ordered that a proper Bill for that Purpose be settled by the Judge, and any of the Parties were to be at liberty to apply as they might be advised: And whereas by the Certificate of the Chief Clerk of the said Vice Chancellor Sir *Richard Torin Kindersley*, the Judge aforesaid, bearing Date the Thirteenth Day of

of *May* One thousand eight hundred and sixty-two, and duly approved by the said Judge, it is certified that it will be fit and proper and for the Benefit of the Estate of *Athelstan Corbet* the Testator, in the said Order of the Seventh Day of *March* One thousand eight hundred and sixty-two named, and the Persons entitled thereto under his Will, that an Application should be made to Parliament for an Act to enable *John Soden* and *Rowland Evans*, or other the Trustees for the Time being of the Will of *Athelstan Corbet* the Testator, in the said Order named, to grant Building Leases and Mining Leases and to accept the Surrender of existing Leases of the Property thereby devised, or of any Portions thereof, and also to enable the said *John Soden* and *Rowland Evans*, as such Trustees as aforesaid, to charge the Property devised by the said Will (except such Parts as are subject to the Jointure of the Defendant *Julia Barbara Croft*) with any Sum not exceeding Five thousand Pounds for the Purpose of improving the Port of *Aberdovey*, with a view to the Grant of an extended Lease of the Foreshore from the Crown, or for any other substantial Improvement, and also to enable the Defendants *John Soden* and *Henrietta Corbet Soden*, during the Lifetime of the Defendant *Julia Barbara Croft* and the Subsistence of the Mortgages affecting the Testator's Estate, to be considered as the Tenants for Life in possession for the Purposes of the Church, Parsonage House, School Buildings, and other Acts of a similar Nature, and that the Draft of a proper Bill for the Purposes mentioned in the said Order has been settled and approved of by the said Judge, and that in testimony of such Approval the said Judge has signed his Name at the Foot of a printed Copy of the said Draft Bill, and that the several Instruments, Facts, and Events recited in the Preamble of the said Draft Bill, before the Recital of this Certificate, have been proved in the said Causes: And whereas the said *Rowland Evans* died on the Third Day of *July* One thousand eight hundred and sixty-two: And whereas the several Purposes aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *John Soden*, on behalf of his Wife the said *Henrietta Corbet Soden* and the said *Athelstan John Soden Soden* his infant Son, and his other infant Children, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same as follows; (to wit,)

Short Title.

1. This Act may be cited for all Purposes as "*Corbet's* Estate Act, 1862."

Power to grant Mining Leases.

2. It shall be lawful for the said *John Soden*, or other the Trustees or Trustee for the Time being of the said Will of the said Testator *Athelstan Corbet*, whether appointed under the Power for that Purpose in the same Will contained, or by Her Majesty's High Court of Chancery,

Chancery, (which said *John Soden* and other the Trustees or Trustee for the Time being as aforesaid are intended to be herein-after throughout this Act included under the Designation of the said Trustees or Trustee for the Time being), but with the Consent in Writing of the Person or Persons who shall for the Time being be of full Age and entitled as Tenant for Life or Tenant in Tail by Purchase under the said Will to the Possession of the Estates thereby devised or subject to the Trusts thereof, all which are intended to be hereafter referred to under the Description of "the devised Estates," or if there shall be no such Person or Persons who shall for the Time being, be of full Age and entitled as last aforesaid, then at the absolute Discretion of the said Trustees or Trustee for the Time being, to lease all or any of the Mines, Quarries, Minerals, Stones, Slate, and Substances in, under, and upon the said devised Estates, or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, Streams of Water, or Water Rights, or other Hereditaments convenient to be held with the same respectively, and either with or without the Surface of the Lands in or under which the same or any Part thereof respectively shall be, and whether the same have or have not been hitherto opened or worked, for any Term of Years not exceeding Sixty Years, to take effect in possession, together with all such Liberties, Licences, Powers, Authorities, Accommodations, and Privileges for searching for, winning, working, getting, washing, smelting, rendering merchantable, drawing, taking, and carrying away and disposing of the said Mines, Quarries, Minerals, Slate, Stones, and Substances as shall be necessary or are usually contained in Leases of Mines in the County, Place, or Neighbourhood where the Hereditaments intended to be leased shall be situated, or as to the said Trustees or Trustee for the Time being shall seem expedient, so as there be reserved in every such Lease the best Rent or Rents, Tolls, Duties, Royalties, or Reservations, by the Acre, the Ton, or otherwise, and to be incident to the immediate Reversion, that can be reasonably gotten without taking anything in the Nature of a Fine, Premium, or Foregift, and so as there be contained in every such Lease a Condition for Re-entry for Nonpayment or Nondelivery within a reasonable Time, to be therein specified, of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved, and so as the Lessee or Lessees do execute a Counterpart thereof, and do thereby covenant for the due Payment or Delivery of the Rent or Rents, Tolls, Duties, Royalties, or Reservations thereby reserved: Provided always, that One Fourth Part of the Rents, Tolls, Duties, or Royalties to be reserved in every such Lease when and so long as the Person beneficially entitled to the Receipt thereof shall be Tenant in Tail in possession of the devised Estates, and otherwise Three Fourth Parts of such Rents, Tolls, Duties, or Royalties, shall be set aside and retained and applied by the said Trustees or Trustee for the Time being, to some One or more of the following Purposes; *viz.*, the Purchase or Redemption of the Land Tax, or the

A Part of the Rents, &c. reserved, to be treated as Corpus.

Discharge or Redemption of any Incumbrance affecting the devised Estates, or the Purchase of other Hereditaments to be settled upon the same Trusts as are by the said Will and hereby declared of the devised Estates; and until such Payments or Purchases can be made, the Monies so to be retained under this present Proviso shall be invested by the said Trustees or Trustee for the Time being, in their or his Names or Name, in Exchequer Bills; and such Investments shall be held by them or him upon the same Trusts as are by the said Will declared of the devised Estates, or as near thereto as may be.

Power to grant Building, Repairing, and Improving Leases.

3. It shall also be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as aforesaid, to lease all or any Part of such of the devised Estates as are specified in the Third Schedule to this Act, and are coloured Pink upon a Plan, a Copy of which, signed by the Right Honourable the Lord *Redesdale*, the Chairman of Committees of the House of Lords, has been deposited in the Office of the Clerk of the Parliaments, either with or without any Buildings thereon, and with or without any Mills, Dams, Ponds, Streams of Water, Rights of Water, or other Easements, and with or without any necessary Conveniences for Mills and Factories, for any Term not exceeding Ninety-nine Years, to take effect in possession and not in reversion or by way of future Interest, to any Person or Persons who shall be willing to erect any House, Warehouse, Office, Shop, Mill, Factory, or other Building on the Land to be leased, or any Part thereof, or to improve or repair any Buildings thereon, or to erect any other Buildings in lieu thereof or in addition thereto, or to annex any Buildings erected or to be erected on the said Land, or otherwise permanently to improve the said Premises or any Part thereof, in such Way as shall be thought adequate to the Interest to be departed with therein, and with or without Liberty given or a Grant to the Lessees or Lessee in such Leases, and those claiming through or under them or him, to do all or any of the following Acts; namely, to take down existing Buildings and convert the Materials to such Purposes or dispose of the same as may be agreed upon; to appropriate Parts of the Land so leased for Gardens, Pleasure Grounds, Plantations, and Paddocks or other Conveniences to the detached or other Messuages or Buildings to be erected, rebuilt, repaired, or improved for the Use or Enjoyment of the Tenants or Occupiers thereof respectively; to allot any Land for Streets, Squares, or other open Space or otherwise for the Use and Convenience of individual Lessees or Occupiers of the Premises, or for the general Improvement thereof; to make under the said Lands so appropriated and allotted any Arches, Sewers, Drains, or other Easements to any House, Buildings, or Lands; to make Milldams, Races, or Ponds or other necessary Conveniences for Mills or Factories, and to appropriate for such Purposes an adequate Portion of other Parts adjacent or in the Neighbourhood not exceeding Three Acres of the Land so leased; to fell, dig, raise, and use, carry away,

away, sell, or dispose of such Timber, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances as it may be convenient to use or remove for effecting any of the Purposes aforesaid, and also to prepare any such Stone or Slate, or manufacture any such Substances into Lime, Bricks, or Tiles, either for Use or Sale, as may be agreed upon; to use, divert, or otherwise deal with any Streams of Water or other Rights of Water, and also with or without any other Liberties or Privileges to be exercised and enjoyed alone or in common with any other Person or Persons whomsoever which to the said Trustees or Trustee for the Time being may seem reasonable or may be usual in Leases of a similar Description: Provided always, that no Lease shall be granted under this present Section for the Purposes of building, improving, or repairing any Farmhouses or Farm or Agricultural Buildings now or hereafter to be erected on the devised Estates.

As to what Reservations, Covenants, and Provisions Leases must contain.

4. Provided always, That in every such Lease there shall be reserved the best yearly Rent to be incident to the immediate Reversion which, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Premises, can at the Time be obtained or reasonably expected for the same, such Rents to be payable half-yearly or quarterly, but with full Power to the said Trustees or Trustee for the Time being to reserve a reduced Rent either fixed or progressively increasing for the First Three Years of the Term; and so that every such Lease be made without taking anything in the Nature of a Fine, Premium, or Foregift, other than the Surrender of any pre-existing Lease or Leases (should any such there be of all or any of the said Premises) beyond the Money agreed to be expended by the Lessee upon the Premises; and so that every Lease made for the Purpose of having Buildings finished or erected contain a Covenant by the Lessee substantially to build and finish the same (if not then already done) within a Time specified, and to keep the same in repair during the Term; and so that every Lease made for the Purpose of having Buildings repaired or rebuilt or improved, contain a Covenant by the Lessee substantially to rebuild or repair or improve the same within a Time specified, and to keep the same in repair during the Term; and so that every Lease made for the Purpose of any other Improvements contain a Covenant by the Lessee to make the same Improvements within a Time to be specified; and so that every Lease contain Covenants by the Lessee to pay the Rent thereby reserved, and all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises leased, and to insure and keep insured the Buildings erected and to be erected on the Lands leased from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof, in some or One of the public Offices for Insurance in *London* or *Westminster*, in the joint Names of the Lessors or Lessor, or of his, her, or their Nominee or Nominees, and of the Lessee or Lessees, or his or their

Nominee

Nominee or Nominees, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire; and also Covenants by the Lessee to surrender the Possession of, and to leave in good Repair the Premises leased, with the Buildings thereon, at the Expiration or other sooner Determination of the Term, and so that every such Lease contain a Power for the Landlord for the Time being of the Premises leased, and his Surveyors, Servants, and Agents, twice or oftener in every Year, to enter upon and inspect the Condition of the Premises, and a Covenant obliging the Lessee or Lessees, his or their Executors, Administrators, or Assigns, on Notice left on the demised Premises, to make good, within a Time to be specified, all Defects then found and notified; and also a Proviso for Re-entry on Nonpayment of the Rent for any Space not exceeding Thirty Days, in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due and the Costs of such Distress; and also a Proviso for Re-entry for Breach of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Executors, Administrators, or Assigns, and with or without a Proviso that no such Breach (with or without any specified Exception) shall occasion any Forfeiture, or give any Right of Re-entry, unless or until Judgment shall have been obtained in any Action for such Breach, and the Damages and Costs to be thereby recovered shall have remained unpaid for Three Calendar Months after Judgment shall have been obtained; and also such other Covenants and Provisions (if any) as may appear to be reasonable, including a Stipulation, if necessary or desirable, that the Receipts in Writing of the said Trustees or Trustee for the Time being for the Rents and Profits and other Monies payable under or by virtue of any such Lease shall be sufficient Discharges to the Lessee or Lessees, his or their Executors, Administrators, or Assigns, for the same Rents and Profits and Monies; and so that the respective Lessees execute a Counterpart of their Leases, and that no Lessee be authorized to commit Waste, or be exempted from Punishment for committing the same, so far as may be necessary for effectuating the Provisions of this Act and the Purposes hereby authorized.

How Leases and Lessees Covenants and Conditions of Re-entry to enure.

5. Every Lease made under the Authority of this Act of the Hereditaments comprised in the herein-before in part recited Indentures of Mortgage or any of them, notwithstanding the Mortgagees or Mortgagee for the Time being thereunder, or other Persons or Person in whom the legal Estate in such Hereditaments under or by virtue of the same Indentures or any of them is now or may become vested, may not join in such Lease, shall operate to confer on the Lessee or Lessees therein respectively named an Estate or Interest at Law as well as in Equity for the Term expressed to be thereby granted, as fully as if such Mortgagees

or

or Mortgagee or other Persons or Person as last aforesaid had joined therein as a Leasing Party or Parties, and the Benefit of all Covenants entered into in and by any Lease made under the Authority of this Act of any of the Hereditaments last aforesaid by the Lessee or Lessees, and relating to the thereby demised Hereditaments, whether purporting to be entered into with such Mortgagees or Mortgagee or other Persons or Person as last aforesaid, or to be entered into with the said Trustees or Trustee for the Time being; and the Benefit of the Condition or Clause for Re-entry to be contained in any such Lease, to whomsoever the same shall purport to be reserved, shall run with and follow the Reversion of the Hereditaments leased immediately expectant on the Determination of the Term granted by such Lease, so that the Person or Persons for the Time being entitled to such Reversion shall be able to maintain Actions on such Covenants, and to enforce by Action, Suit, or other Proceeding such Condition or Clause for Re-entry: Provided always, that when such Covenants as aforesaid shall purport to be entered into with such Mortgagees or Mortgagee or other Persons or Person as last aforesaid, and also as separate Covenants with the said Trustees or Trustee for the Time being, then Actions may likewise be maintained by the last-mentioned Covenantee or Covenantees, their or his Heirs or Assigns, upon such last-mentioned Covenants in respect of their or his Interest without joining therein such Mortgagees or Mortgagee or other Persons or Person as last aforesaid, as fully in all respects as if double Sets of Covenants throughout had been in express Terms contained in such Lease.

Power to lay out Squares, &c.

6. It shall also be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as herein-before mentioned, to appropriate or authorize the Appropriation of any Land so authorized to be leased as aforesaid (either including or excluding the Sites of existing Buildings) as and for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Pumps, Water Pipes, Gas Pipes, Pleasure Grounds, Watercourses, or other Easements and Conveniences, and to make or authorize the making of the same accordingly, and to do or authorize all Acts necessary for that Purpose, and to divide the Land into such Lots or in such Manner as shall be thought most beneficial, and to form or authorize the Formation of such Squares, Pleasure Grounds, or Promenades for the Accommodation of Tenants, or for the general Improvement of the Estates, in such Manner and upon such Terms, and either subject or not subject to any such annual or other Payments by the respective Lessees or Occupiers, as shall be mentioned and agreed upon either in the respective Leases or in any general Deed to be executed and perfected, with all necessary Formalities for giving complete Effect to such Appropriation.

Power to enter into Contracts for granting Leases, and Provisions to be contained in such Contracts.

7. Provided always, That it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as herein-before mentioned, to enter into any Contract in Writing for granting any Leases herein-before authorized to be granted, and to agree (as and when any Hereditaments so agreed to be let or any Part thereof shall be dealt with as stipulated in such Contract) to lease the same Hereditaments or any Part thereof to the Person contracting to take the same, or his Executors, Administrators, or Assigns, or his or their Nominee or Nominees, during the Remainder of the Term agreed on, and in such Parts and subject to such Portion of the yearly Rent (to be specified in such Contract) as shall be thought proper, but so nevertheless that if the Rent reserved on any Lease bear a greater Proportion to all the Rent agreed to be reserved in the Contract than the Land comprised in such Lease shall bear to all the Land contracted for (such Values respectively to be estimated by the Surveyor for the Time being of the said Trustees or Trustee for the Time being), then the Rent reserved on such Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land or Buildings to be therein comprised when fit for Habitation or Use; and to agree that the full Rent contracted for shall be reserved in the Leases to be granted of a given specified Quantity of the Land agreed to be demised and that the Residue thereof shall be demised at a nominal yearly Rent of not less than Five Shillings either before or after such full Rent shall have been reserved, or if no given Quantity of Land for such Purposes shall be specified, to agree that when the full Rent shall have been reserved in Leases granted of a competent Part of the Land agreed to be demised, the Residue thereof (if any) shall be demised by a Lease or Leases at a yearly nominal Rent of not less than Five Shillings; and as respects such Leases to agree to grant the same either before or after the Land therein comprised shall have been built upon, laid out, or improved, and to agree that the yearly Rent shall commence at such Period or Periods within or at the Expiration of Three Years from the Date of the Contract, and shall increase periodically, beginning with such Portion as shall be thought advisable and increasing up to the full Rent in such Manner as shall be thought proper and in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised and the Progress of the Buildings stipulated to be erected thereon; and to agree that when any Lease shall be granted the Hereditaments therein comprised shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable, in respect of such of the Hereditaments therein comprised as shall not for the Time being be leased, to the Payment only of such Portion of the Rent thereby agreed to be paid as may be thought proper and therein shall be provided for; and also to agree that the Person with whom such Contract may be entered into

into may have, exercise, and enjoy all or any of the Easements, Liberties, and Privileges which are authorized to be granted to Lessees under the Powers in that Behalf herein-before contained: Provided also, that every such Contract shall contain a Condition for vacating the same with respect to such Part of the Hereditaments therein comprised as shall have been not actually leased, and shall not within a specified Time be dealt with as in such Contract stipulated, and also a Condition that the Person to whom any Lease ought to be granted shall accept the same, and execute a Counterpart thereof and pay the proper Charges of preparing the same within a reasonable specified Time, or that in default thereof such Contract shall, as to the Hereditaments not actually leased, be void; and every such Contract shall be binding, and shall be carried into effect by a Lease under the Powers herein contained; and when any such Lease for effectuating any such Contract shall be granted at a nominal Rent in consequence of a full Rent agreed to be reserved by the same Contract having been reserved in the Lease or Leases then granted of a competent Portion of the whole of such contracted Lands, a Statutory Declaration made by the accredited Surveyor of the said Trustees or Trustee for the Time being that such full Rent has been so reserved as aforesaid shall for the Benefit of any Lessee and all Persons claiming under him be sufficient Evidence thereof.

Contracts may be modified, and new ones entered into.

8. It shall be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as herein-before mentioned, to enter into any new Contracts by way of Addition to or Alteration or Explanation of any such Contract for the Time being and herein-before authorized, or to release any Person or Persons liable thereto from the Observance of any Contract wholly or in part, and to enter into any new Contract in lieu of such Part of such Contract as shall have been so released, or to accept or authorize a Release or Surrender of all or any of the Hereditaments comprised in any Contract or in any now subsisting Lease or Contract, and to apportion the Rent thereby reserved or agreed so to be; and that the Hereditaments so surrendered or released may be leased or contracted to be leased under the Powers herein contained, in the same Manner as if no Contract for Leasing the same had been previously entered into, but so that every new Contract hereby authorized be in conformity to the Powers and Provisions of this Act.

Contract to be no Part of Title to Lease, and Lease to be good though varying from Contract.

9. Provided also, That after any Lease shall have been executed, the Contract therefor shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit thereof; and that every Lease granted pursuant to the Provisions of this Act shall be taken to be duly granted, although it shall have been preceded by a Contract which shall not in all respects have been duly observed.

10. It

Power to accept Surrenders of Leases, and to grant Leases of Premises of which Possession resumed or recovered.

10. It shall be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as herein-before mentioned, at any Time to accept or authorize a Surrender of any Lease which may have been granted as aforesaid, or of any now subsisting Lease or Tenancy, and thereupon to lease and contract to lease under the Powers herein-before contained, all or any of the Hereditaments so to be surrendered, either alone or together with any other Hereditaments hereby authorized to be leased (making due Allowance in regulating the Terms upon which new Leases shall be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered), and also to lease or contract to lease under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Lease thereof had been previously granted, all or any Hereditaments the Possession of which shall be resumed or which shall be entered upon or recovered by virtue of any Condition of Re-entry contained in any Lease or Contract made or entered into pursuant to this Act, or in any Lease or Contract now subsisting.

Power to to confirm Leases void on technical Grounds, and to grant new Leases.

11. If any Lease to be granted by virtue of this Act shall by reason of any technical Error or Informality be void or voidable, it shall be lawful for the said Trustees or Trustee for the Time being, with such Consent or at such Discretion as aforesaid, to confirm such Lease or to grant any Lease pursuant to the Powers and subject to the Restrictions herein-before contained in lieu of such void or voidable Lease, for any Term of Years not exceeding the then Residue of the Term purported to be granted thereby, and at and under the same yearly Rent or at a larger Rent than was therein reserved, but so, nevertheless, that no Fine or Premium shall be taken for making any such Confirmation or new Lease.

Leases not to be void from any Restriction in the Right of Re-entry.

12. Provided always, That no Lease or Contract to be made by virtue of the Provisions herein-before contained shall be void or defeasible on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent or Breach of Covenant or Agreement shall be confined to the Part of the Hereditaments leased or agreed to be leased where or in respect of which the Breach or Default shall have been committed, or by any Terms restricting the Right of Entry to a Part only of the Hereditaments to be leased or agreed to be leased; and that notwithstanding the Avoidance of any Lease or Contract as aforesaid for any such Breach as to Part only of the Hereditaments therein comprised, the Condition of Re-entry shall remain in full Force as to any Hereditaments which shall continue to be held under such Lease or Contract; and any Under-lease to be granted of any Hereditaments to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall, if so stipulated in such Lease or Contract, be not liable to Forfeiture or Re-entry for Breach of Covenant or Agreement, unless such Breach shall be with reference to the particular Premises to be comprised in any such Under-lease

Under-lease or some Part thereof; and that any Breach of Covenant or Agreement with reference to the Premises comprised in any such Under-lease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Under-lease; and that the Proviso for Re-entry to be contained in any such original Lease shall accordingly be construed and held to be apportionable, so that the same shall have a distinct Operation with respect to the Premises to be comprised in every such Under-lease, in the same Manner as if instead of such original Lease comprising more than the Premises included in each such Under-lease there had been an original separate Lease of the Premises comprised in each such distinct Under-lease as aforesaid.

Right of Re-entry in Leases and Under-leases may be confined to particular Premises.

13. The Receipts in Writing of the said Trustees or Trustee for the Time being for the Rent to be reserved or made payable by any Lease or Contract to be granted or entered into under this Act, and for all other Monies whatsoever to be payable to them or him under the Provisions hereof, or any of them, shall be an effectual Discharge to the Lessee or Lessees and other Person or Persons in respect of such Rent and other Monies.

Receipt of Trustees to be sufficient Discharges.

14. It shall be lawful for the said Trustees or Trustee for the Time being to accept from the Commissioners of Her Majesty's Woods and Forests and Land Revenues, or other Person or Persons duly authorized to grant the same, a Lease or Leases of the Lands specified in the Second Schedule to this Act, or any Part thereof, or of any other Land forming the Foreshore of the devised Estates, or any Part thereof, for any Term of Years not being less than Sixty Years from the Date of granting such Lease or Leases respectively, and to enter into all necessary and proper Covenants to be contained in any such Lease for the Payment of the Rent or Rents to be thereby reserved, and the Observance and Performance of all Acts, Matters, and Things by the Lessee or Lessees thereunder to be observed and performed; and such Covenants shall impose no personal Liability whatsoever on the said Trustees or Trustee for the Time being, but shall be binding on the Person or Persons for the Time being interested in or entitled to the said devised Estates according to and in respect of only his, her, and their respective Estates and Interests therein.

Power to accept a Lease of certain Lands from the Crown.

15. Every such Lease, when granted, shall be and remain vested in the said Trustees or Trustee for the Time being, and they and he shall stand possessed thereof upon such Trusts and with and subject to such Powers and Provisions as shall or may correspond with and be similar to the Trusts, Powers, and Provisions by the said Will expressed and declared of and concerning the said Estates thereby devised and the several

Leases so granted to be subject to Trusts of the said Will.

several Powers in this Act contained, or as near thereto as the different Tenure of the Premises, and the Rules of Law and Equity, and the Deaths of Parties, and other intervening Accidents will admit, but not so as to increase or multiply Charges, and so that the Lands to be comprised in such Lease, or any Part thereof, shall not vest absolutely in any Person by the said Will made Tenant in Tail by Purchase who shall not attain the Age of Twenty-one Years, but on the Decease of any such Person under the Age of Twenty-one Years shall go, devolve, and remain in the same Manner as if such Lands had been Freeholds of Inheritance, and had been by the said Will devised accordingly.

Power to raise out of the devised Estates 5,000*l.*, and apply the same in the permanent Improvement of the Lands to be leased by the Crown.

16. It shall be lawful for the said Trustees or Trustee for the Time being, with the Consent of the Court of Chancery to be obtained in a summary Way upon Petition or Summons at Chambers, to raise by Mortgage or Sale of the said devised Estates, or any Parts thereof (other than and except the said Lands specified in the said First Schedule to this Act), any Sum or Sums not exceeding in the whole the Sum of Five thousand Pounds beyond the Costs, Charges, and Expenses of raising the same, and to apply and expend such Sum of Five Thousand Pounds, or other the Sum or Sums so raised, in the Erection of a Wharf and Warehouses upon or in any Manner for the permanent Improvement of the Port of *Aberdovey*, including the Lands to be comprised in any Lease granted by the Commissioners of Her Majesty's Woods and Forests and Land Revenues, or other Persons authorized so to do as aforesaid, and to enter into any Covenant or Agreement with such Commissioners or other Persons (such Covenant or Agreement to be binding in Manner only and to the Extent aforesaid) for the Expenditure of the said Sum or Sums so to be raised as aforesaid, or any Part thereof, in the permanent Improvement of the Lands to be comprised in such Lease, and by way of Condition or Consideration or partial Consideration for the granting thereof: Provided always, that when any Sum shall be raised out of the devised Estates by Sale or Mortgage under the Power last aforesaid, then and in every such Case the said Trustees or Trustee for the Time being shall, by and out of the Rents and Profits to arise from the Lands comprised in any Lease or Leases to be accepted by such Trustees or Trustee under the Fourteenth Section of this Act, or if such Rents and Profits shall be insufficient for the Purpose (but not otherwise), by and out of the Rents and Profits of the devised Estates (other than and except the Lands specified in the said First Schedule) raise or retain yearly and every Year during the Period of Twenty-five Years, to be computed from the Time of every such Sale or Mortgage, such annual Sum of Money as will be sufficient, by the Accumulation thereof in the Way of Compound Interest after the Rate of Three Pounds *per Centum per Annum* during such Period, to repay at the End of such Period the Sum of Money

Sinking Fund to be formed to repay Amount raised.
Saving of Annuitants and others.

Money which shall have been so raised by Sale or Mortgage as aforesaid; and that the said Trustees or Trustee for the Time being shall invest the annual Sum so to be raised or retained in their or his Names or Name, in some or One of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Government or Real Securities in *England* or *Wales*, and shall receive the Income of such Investments, and lay out the same in or upon the like Investments, so that the said annual Sum and Investments and the resulting Income thereof may, during the aforesaid Period of Twenty-five Years, accumulate in the Way of Compound Interest, and that the said Trustees or Trustee for the Time being shall stand possessed of such Accumulations at the End of the said Period, upon the same Trusts as are by the said Will declared of the devised Estates, or as near thereto as may be, but with full Power to them or him, with such Consent or at such Discretion as in the Second Section of this Act mentioned, to call in and convert the same Accumulations into Money, and to apply the Money to be produced thereby to some One or more of the Purposes to which the Money to be set aside out of the Reservations in any Lease granted under the said Second Section is thereby directed to be applied: Provided also, that the Sum of Five thousand Pounds hereby authorized to be raised shall not, nor shall any Part thereof, either by Mortgage or Sale of the said devised Estates (other than as aforesaid), or any Part thereof, be raised or raisable, nor shall any Accumulation of Rents and Profits for the Repayment of such Sum under the Provision last aforesaid be made, except subject and without Prejudice to the said several Annuities of Two hundred Pounds to the said *Anne Susannah Maurice*, One hundred Pounds to the said *Jane Corbet*, Two hundred Pounds to the said *Julia Barbara Croft*, the said Three annual Sums or Annuity of One thousand two hundred Pounds to be appointed as in the said Will provided (if the same shall be so appointed), the said contingent additional Annuity of Five hundred Pounds to the said *Anne Susannah Maurice*, the said Annuity or Jointure of One thousand Pounds to the said *Julia Barbara Croft*, and to such Sums as shall be required to supply the Deficiency therein as in the said Will provided, and to every of the same Annuities and Sums, and so as not to interfere with the Priority of the same as Charges upon the same Estates.

As to the Mode of raising such Sum of 5,000*l.*

17. It shall be lawful for the said Trustees or Trustee for the Time being, if the said Sum or Sums so to be raised as aforesaid be raised by Sale or Mortgage of the said devised Estates (other than and except such Lands as aforesaid), to do all Acts necessary for effectuating any Sale or Mortgage, and to convey the Hereditaments proposed to be sold or mortgaged in Fee, or in the Case of a Mortgage for any Term of Years, and with or without a Power of Sale, and with all other usual and necessary Powers, but in the Case of a Mortgage subject to Redemption,

on

on Payment by the Person or Persons for the Time being entitled to such Mortgage Hereditaments, of the Monies to be advanced thereon with Interest for the same, such Interest to be paid and kept down by the Person or Persons for the Time being entitled to the First or other immediate Estate of Freehold in the said devised Estates; and no Purchaser or Mortgagee buying or advancing Money upon any Mortgage purporting to be made under this Power shall be bound to see that the Money so raised is wanted, or that no more than is wanted is raised, or otherwise to inquire into the Propriety or Necessity of any such Sale or Mortgage: Provided always, that no such Sale or Mortgage shall be binding on or in any way affect the Estate or Interest of the Person or Persons for the Time being entitled to the said Mortgage Debt of Thirty thousand Pounds herein-before referred to, or of their or his Trustees or Trustee, unless made with the Consent in Writing of the Persons or Person so for the Time being entitled as aforesaid.

J. Soden and H. C. Soden his Wife, and she surviving him, to be deemed Tenant for Life in possession within the Meaning of the Church Building Acts, &c.

18. The said *John Soden* and *Henrietta Corbet Soden* his Wife, and the said *Henrietta Corbet Soden* if she survive the said *John Soden*, shall during the Continuance of the Trust in the said Will contained for Payment of the Mortgages and Incumbrances in the said Will mentioned affecting the said devised Estates, and also after the Determination of such Trust and thenceforth during the Life of the said *Anne Susannah Maurice*, be considered the Tenant for Life in possession of such Estates within the Intent and Meaning of the several Clauses herein-before contained, and also of the Acts of Parliament now in force or hereafter to be passed for facilitating the Conveyance of Sites for Churches, Parsonage Houses, and Schools, and of all other Acts for similar Purposes, and shall accordingly be entitled to give such Consents and exercise over and with reference to the same Estates and every Part thereof such Powers, Authorities, and Discretions as hereby and by the same Acts respectively are or may be conferred upon or made exerciseable by Tenants for Life or Tenants for Life in possession.

General Saving of Rights.

19. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and every other Person, Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, and Interest, Claim, and Demand whatsoever, both at Law and in Equity, in, to, out of, or upon the said devised Estates, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have or enjoyed if this Act were not passed.

20. Pro-

Persons excepted from General Saving.

20. Provided always, That the following Persons are excepted out of the General Saving of this Act contained, and are accordingly the only Persons bound by this Act; (to wit,) the said *John Soden* the surviving Trustee of the Will of the said Testator *Athelstan Corbet*, the said *Anne Susannah Maurice* and her Assigns, and the Children to be born of any Marriage of the said *Anne Susannah Maurice*, and the Heirs of the Bodies of such Children; the said *Jane Corbet* and her Assigns, and the Children to be born of any Marriage of the said *Jane Corbet* and the Heirs of the Bodies of such Children; the said *John Soden* and *Henrietta Corbet Soden* his Wife, and their Assigns; the said *Athelstan John Soden Soden* and the Heirs of his Body; the said *Arthur Herbert Soden Soden* and the Heirs of his Body; the said *Harcourt Soden Soden* and the Heirs of his Body; the said *Robert Soden Soden* and the Heirs of his Body; the unborn Sons and Daughters of the said *Henrietta Corbet Soden* and the Heirs of their respective Bodies; the said *Richard Vesey Blathwayt* and *Anne Maria Blathwayt* his Wife, and their Assigns; the said *Mary Blathwayt* and the Heirs of her Body, the unborn Sons and Daughters of the said *Anne Maria Blathwayt* and the Heirs of their respective Bodies; the said *Athelstan Owen Powell* and the Heirs of his Body; and all Persons to whom any Estate, Right, Title, or Interest in the said devised Estates was given or limited, or has descended or devolved, or shall descend or devolve, under or by virtue of the said Will; and the said *James Vincent Harting*, his Heirs and Assigns, the said *Robert Edward Johnson*, his Executors, Administrators, and Assigns, and the said *Charles Shapland Whitmore* and *Charles Alexander Wood*, their Executors, Administrators, and Assigns, or other the Person or Persons for the Time being entitled to the said Mortgage Debt of Thirty thousand Pounds: Provided also, that so far as relates to the several Powers and Provisions herein contained for granting Mining Leases, and Building, Repairing, and Improving Leases respectively, and the Conveyance of Sites for Churches, Parsonage Houses, and Schools, and other Acts for similar Purposes, but not further or otherwise in any Manner whatsoever, the following Persons are likewise excepted out of the General Saving in this Act contained, but the same Persons respectively are bound by this Act only in manner and to the Extent herein-before mentioned or referred to; (to wit,) the said Sir *Archer Denman Croft* and *Julia Barbara Croft*, and the said Honourable *Richard Denman* the surviving Trustee of the said Indenture of Settlement of the Thirty-first Day of *August* One thousand eight hundred and thirty-seven, executed on the Marriage of the said Sir *Archer Denman Croft* and *Julia Barbara Croft*.

Expenses of Act.

21. All the Costs, Charges, and Expenses of and incidental to the passing of this Act (including the Costs of the Proceedings in the Court of Chancery mentioned in this Act), and of all Parties consenting

senting thereto or in any Manner bound thereby, shall be paid by the said *John Soden* as surviving Trustee of the Will of the said Testator *Athelstan Corbet* out of the Stocks and Funds standing in his Name as such surviving Trustee.

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

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

FIRST

FIRST SCHEDULE.

LANDS CHARGED WITH THE JOINTURE RENTCHARGE OF ONE THOUSAND POUNDS PER ANNUM.

Tenements.	Names of Tenants now or lately occupying same.	Annual Rents.		
		£	s.	d.
Brynffynnon - - -	Maurice Edwards - -	42	0	0
Brynglasucha - -	John Roberts, jun. - -	162	0	0
Brynwccws and Llnywccs -	Elizabeth Davies - -	50	0	0
Brynerwest and Hendy -	David Humphrey - -	40	0	0
Bryncastell and Rhyd -	John Davies - -	65	0	0
Cynfalfaur and Cynfalfach -	Robert Pugh - -	140	0	0
Pandy and Farm - -	Richard Pryce - -	27	0	0
Dolgoch - - -	William Pryce - -	55	0	0
Llechwedd - - -	Hugh Humphrey - -	34	0	0
Cae Pall Mall - -	John Lloyd - -	4	10	0
Pall Mall - - -	Griffith Jones, jun. - -	19	0	0
Field near Piccadilly - -	John Hughes - -	8	0	0
Erw waudd and Erwwgaw -	Humphrey Richard - -	5	10	0
Field near Piccadilly - -	J. B. Phillips - -	3	12	0
Field near Pall Mall - -	John Lloyd - -	3	13	0
Peny Park and Cae Watermay	John Jones - -	70	0	0
Perfeddnant and Tyno -	Robert Roberts - -	140	0	0
Perthycuttian and Penybont -	Hugh Davies - -	45	0	0
Field near Pall Mall - -	Hugh Jones Towyn -	8	0	0
Penbryn - - - -	Thomas Jones - -	10	0	0
Tyddyn dw and Penbryn -	Sarah Richards - -	10	0	0
Penllyn faur and Penllyn fach	Owen Daniel - -	35	0	0
Ynysymaengwyn Mill -	David Thomas and Edward Evans.	40	0	0
A Field near Ynys Mill -	Humphrey Lewis - -	5	10	0
A Field near Ynys Mill -	Hugh Jones - -	5	0	0
A Field near Ynys Mill -	Hugh Pugh - -	5	0	0
A Field near Ynys Mill -	William Rees - -	5	10	0
Total annual Rental of Lands in Jointure - -		1,038	5	0

J. H. Cotterell.

SECOND

SECOND SCHEDULE.

THE LANDS CLAIMED BY THE CROWN, AND TO BE LEASED TO THE TRUSTEES.

ALL that Piece of Land, containing Twenty-six Acres or thereabouts, lying or lately lying within the Flow and Reflow of the Tide situate at Aberdovey, in or adjacent to the Parish of Towyn in the County of Merioneth, and which Piece or Parcel of Land is situate on the South Side of the Turnpike Road leading from Machynlleth to Towyn; and secondly, all those several Pieces or Parcels of Land, with the Buildings thereon, containing altogether One Acre or thereabouts, or such Part or Parts thereof respectively as were formerly below the original or natural Line of High Water, situate at Aberdovey aforesaid, on the South Side of the High Road herein-before mentioned, and bounded on other Parts thereof by the Land first herein-before described, which said Land first herein-before described is delineated and coloured Red in the Plan annexed to an Indenture of Lease, dated Thirteenth June One thousand eight hundred and sixty-one, and made between the Queen's most Excellent Majesty of the First Part, the Honourable James Kenneth Howard, the Commissioner of Her Majesty's Woods, Forests, and Land Revenue to whom have been assigned the Management and Direction of the Land Revenues of the Crown in Wales, with the Duties and Powers appertaining thereto, by an Order under the Hands of Two of the Commissioners of Her Majesty's Treasury, of the Second Part, and Rowland Evans of Upper Brixton in the County of Surrey, Esquire, and John Soden of the Circus in the City of Bath, Esquire, of the Third Part, and which said Pieces of Land and Buildings secondly therein-before demised are coloured Green on the said Plan.

J. H. Cotterell.

THIRD SCHEDULE.

THE LANDS TO BE LET ON BUILDING, IMPROVING, OR REPAIRING LEASES.

Numbers on Tithe Commutation Survey.	Tenements.	Names of Tenants now or lately occupying same.
858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869.	Mynydd Bychan -	J. Scott.
760, 761, 762, 763, 764, 765, 766, 767, 768, 769.	Tyddyn Rhys-y-Gader	Lewis Jones.
735, 736, 737, 738, 739, 740, 741, 742.	Pwlhelig - -	John Thomas.

Corbet's Estate Act, 1862.

THIRD SCHEDULE—*continued.*

Numbers on Tithe Commutation Survey.	Tenements.	Names of Tenants now or lately occupying same.
718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 730*a*, 731, 732, 733.	Frefri fach - -	Miss Griffiths.
439, 450, 451, 452, 453, 454 -	Glegyrog Ddu -	S. Williams.
420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 459, 460, 461, 462, 431, 432, 433, 434, 435, 436.	Pant Idal - -	E. Lewis.
834, 836, 837, 838, 839, 840, 841, 842.	Ty Newydd - -	T. Richards.
854, 855, 856, 857, 853, 850, 851, 852.	Fields near Aberdovey	E. Norris.
	Gardens and Paddocks, and other small Holdings, including Sites of Buildings in and immediately abutting upon the Town of Aberdovey, being within 400 Yards of the Church thereof.	Mary Edwards and others.
887, 888, 889, 891, 892, 893 -	Trefeddian Isaf -	J. Jones.
903, 906, 907, 908, 909, 910, 911.	Isglan - -	E. Edwards.
876, 879, 880, 881, 882, 883, 884, 885, 856.	Trefeddian Uchaf -	E. Edwards.
930, 931, 932, 933, 934, 935, 936.	Dyffryn Glyngal -	E. Edwards.
1032, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1066.	Caethle - -	O. Daniel.
1191, 1192, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1215, 1216, 1217, 1218, 1219, 1220, 1221.	Glan-y-wern ; Escuan -	E. Newall.
1249, 1250, 1251, 1252, 1253, 1254, 1256, 1255, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273.	Penllyn faur - -	J. Jones and Pryce Hughes.
1280, 1281, 1282, 1283, 1284, 1284*a*, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293.	Maes le frith - -	J. Jones.
1294, 1295, 1296 - -	Penbryn - -	G. Holloway.

THIRD SCHEDULE—*continued.*

Numbers on Tithe Commutation Survey.	Tenements.	Names of Tenants now or lately occupying same.
1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1238.	Erw wydd and Erw Gaw.	H. Richards.
1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315.	Tyddyn ddu - -	J. Roberts.
1366, 1367, 1368, 1369 -	Morfa bach - -	William Jones.
1401, 1402, 1403, 1404, 1405, 1407, 1408.	Raven Inn - -	William Parry.
1409, 1410, 1411, 1413, 1414, 1415, 1416, 1417, 1418.	Tir y Pentre - -	William Parry.
1380, 1381, 1382, 1383 -	Ty cerrig - -	William Williams and others.
1384, 1385, 1386, 1387, 1388, 1377, 1376, 1375.	Field near Towyn -	Miss Davies.
1379, 1378 - -	Cae Mount - -	D. Lloyd.
1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528.	Piccadilly and Pall Mall	Wm. Jones, J. Usher, and others.
	Gardens, Paddocks, and other small Holdings in and immediately abutting upon the Town of Towyn, and lying within 400 Yards of the Parish Church.	Francis Davies, Hugh Lloyd, and others.
1729, 1730, 1731, 1732, 1733, 1726, 1724, 1977, Nos. 19, 20, and 21.	Pont Fathew and Perth y Citian.	Hugh Lewis and others.

J. H. Cotterell.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.