ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 190.

An Act to enable *Francis* Earl of *Moira*, and the Perſons entitled in Reverſion expectant on his Eſtate for Life, to grant Leaſes of Mines and Mineral Property on their Eſtates, in *Aſhby de la Zouch* in the County of *Leiceſter*, and *Oakthorpe* in the County of *Derby*. [9th *July* 1812.]

WHEREAS *Francis* Earl of *Huntingdon*, by his laſt Will and Teſtament in Writing, bearing Date on or about the Ninth Day of *Auguſt* in the Year One thouſand ſeven hundred and ſeventy-nine, and duly executed and atteſted for the Deviſe of Lands of Inheritance, after deviſing to his Siſter the Counteſs Dowager of *Moira*, a yearly Rent Charge of Four Hundred Pounds, (which is determined by her Death), and after deviſing ſeveral Annuities for Lives, gave and deviſed to the ſaid *Francis* Earl of *Moira*, deſcribed in the ſaid Will as his the Teſtator's Nephew *Francis* Lord *Rawdon*, all his the Teſtator's Manors, Lands, Tenements, and Hereditaments whatſoever in the Counties of *Leiceſter* and *Derby*, or either of them, ſubject to and charged with the ſeveral Annuities or Bequeſts therein-before mentioned, to hold during his natural Life; with Remainder to the Right Honourable *Nathaniel* Lord *Scarſdale* and Sir *William Bagott* Baronet, and their Heirs, during the Life of the ſaid Earl of *Moira*, upon Truſt to ſupport the contingent Remainders; with Remainder to the Firſt and other Sons of the ſaid Earl of *Moira* ſucceſſively, according to the Priority of their Births in Tail Male; with Remainder to the Teſtator's Nephew the Honourable *John Rawdon* during his natural Life; with Remainder to the ſame Truſtees and their Heirs during the natural Life of the ſaid *John Rawdon*, upon Truſt to ſupport the contingent Remainders therein-after limited; with Remainder to the Firſt and other Sons of the ſaid *John Rawdon* ſuc-

ceſſively, according to the Priority of their Births in Tail Male; with Remainder to the Teſtator's Nephew the Honourable *George Rawdon* during his natural Life; with Remainder to the ſame Truſtees during his natural Life, upon Truſt to ſupport the contingent Remainders; with Remainder to the Firſt and other Sons of the ſaid *George Rawdon* ſucceſſively, according to the Priority of their Births in Tail Male; and for Default of ſuch Iſſue of the Body of the ſaid *George Rawdon* then to the Teſtator's own right Heirs for ever: And whereas the ſaid *Francis* Earl of *Huntingdon* departed this Life in the Year One thouſand ſeven hundred and eighty-nine without Iſſue, and without having altered or revoked the ſame Will, ſo far as the ſame Will comprized any of the Hereditaments herein-after mentioned, and leaving the ſaid *Elizabeth* Counteſs Dowager of *Moira* his Siſter and Heir at Law him ſurviving; and the ſaid *Elizabeth* Counteſs Dowager of *Moira* has ſince departed this Life, leaving the ſaid *Francis* Earl of *Moira* her Son and Heir at Law, and alſo Heir at Law of the ſaid *Francis* Earl of *Huntingdon* the Teſtator: And whereas the ſaid Earl of *Moira* intermarried with *Flora Mure* Counteſs of *Loudoun*, on or about the Twelfth Day of *July* One thouſand eight hundred and four, and has Iſſue by her only one Son, namely *George Auguſtus Francis*, commonly called *Baron Hungerford*, an Infant, born on the Fourth Day of *February* One thouſand eight hundred and eight; and the ſaid Earl of *Moira* hath not any other Son: And whereas the ſaid *John Rawdon* hath departed this Life without Iſſue Male; and the ſaid *George Rawdon* hath alſo departed this Life without Iſſue Male: And whereas the Manor or Lordſhip of *Aſhby de la Zouch* in the County of *Leiceſter* and alſo the Manor or Lordſhip of *Oakthorpe* in the County of *Derby*, and divers Lands and Hereditaments ſituate in the Manors and Pariſhes of *Aſhby de la Zouch* and *Oakthorpe* reſpectively, in the Counties of *Leiceſter* and *Derby*, are Part of the Hereditaments which were deviſed by the ſaid Will; and in purſuance of an Act paſſed in the Fortieth Year of the Reign of His preſent Majeſty, and intituled *An Act for dividing allotting, and incloſing the Common or Waſte Ground called* Aſhby Woulds *in the Manor and Pariſh of* Aſhby de la Zouch, *in the County of* Leiceſter; divers other Lands and Hereditaments have been allotted to or for or received in Exchange by the ſaid Earl of *Moira* as Lord of the Manor of *Aſhby de la Zouch* aforeſaid, and otherwiſe in lieu of his Rights of Common and other Rights in over and upon the Lands and Hereditaments which were allotted by virtue of the ſaid Act; and after reciting in the ſaid Act that the ſaid Earl of *Moira* was then entitled, as Lord of the Manor of *Aſhby de la Zouch*, unto all Beds and Mines of Coal, Ironſtone, and other Minerals, in or under the ſaid Common or Waſte Ground intended by that Act to be divided, allotted, and incloſed; it was enacted, that it ſhould and might be lawful for the ſaid Earl of *Moira*, his Heirs and Aſſigns, and all other Perſon or Perſons who ſhould be Lord or Lords of the ſaid Manor of *Aſhby de la Zouch* for the Time being, from Time to Time and at all Times for ever thereafter, to have and enjoy the ſaid Beds and Mines, and alſo for his and their Servants, Agents, or Workmen to dig for, get and work (for the only ſeparate Uſe and Benefit of the ſaid Earl of *Moira*, his Heirs and Aſſigns, and all other Perſon or Perſons who ſhould be Lord or Lords of the ſaid Manor of *Aſhby de la Zouch* for the Time being), all ſuch Beds and Mines, and from Time to Time to cut, ſink, dig and make Pits, drive Soughs, and erect Engines and other Machines, plumb, dial, level, and bore, and do all ſuch other Work in and upon ſuch Parts or Places of the Allotments of the ſaid Common or Waſte Ground

for

for getting, working, unwatering and carrying on ſuch Mines in the ſaid Allotments as he or they ſhould think proper, and to have and uſe convenient and neceſſary Places upon the ſaid Allotments for the laying of ſuch Coal, Ironſtone, and other Materials whatſoever to be gotten and dug in and upon the ſame; and alſo for the laying of all Soil and Rubbiſh to be dug and gotten, by ſetting, ſinking, making and digging ſuch Pits, and driving ſuch Soughs, and erecting ſuch Engines and other Machines, and doing ſuch other Work for the Purpoſes aforeſaid, and with ſuch free Ways and Paſſages and other Privileges as are in the ſaid Act mentioned: And whereas there are divers Mines of Coal and Ironſtone open on the Lands and Grounds which are ſituate in *Aſhby de la Zouch* and *Oakthorpe* aforeſaid, which were opened or worked before or during the Life Time of the ſaid *Francis* Earl of *Huntingdon* deceaſed, and are now ſubject to the Uſes of the ſaid Will; and there is reaſon to believe that there are extenſive Mines of Ironſtone and Coal, and other Minerals, under the ſaid Lands and Grounds ſituate in *Aſhby de la Zouch* and *Oakthorpe* aforeſaid, and alſo under the late Common and Waſte Grounds in the ſaid Manor and Pariſh reſpectively of *Aſhby de la Zouch*, which have been allotted to other Perſons reſpectively by virtue of the ſaid recited Act: And whereas the Farms, Lands, Meſſuages, Tenements, Buildings and Hereditaments, mentioned and enumerated in the Schedule to this Act annexed, are Part of the Hereditaments now ſubject to the Uſes of the ſaid Will: And whereas the ſaid Earl of *Moira* hath expended conſiderable Sums of Money in opening, working, and winning the ſaid Mines and erecting Machinery on the ſame, and hitherto the ſame Works have been attended with Loſs; but as the ſaid Mines and Minerals are ſituate in a populous and improving Country, and in the neighbourhood of Canals, and as the Coal would be rendered extremely valuable connected with an Iron Foundry, and in its Application to the Purpoſe of working, ſmelting, and converting Iron Ore into Pig and Bar Iron, and for other Purpoſes, there is every reaſon to expect that the ſaid Mines might be worked to great Profit by Perſons having ſufficient Skill and Capital to work them with Succeſs; but as no one can be found to embark the requiſite Capital, without being able to obtain a Leaſe of conſiderable Duration, and beyond the Period which the ſaid Earl of *Moira* can grant, it would be greatly to the Benefit of the ſaid Earl of *Moira*, and of the Perſons entitled in Remainder expectant on his Eſtate for Life, that the ſaid Earl of *Moira* during his Life, and after his Death the Perſon or Perſons for the Time being entitled in Remainder expectant on his Eſtate, or the Guardian or Guardians of ſuch Perſon or Perſons while a Minor or Minors, ſhould be authorized and empowered to make Leaſes of the ſaid Mines and Mineral Property opened and to be opened for ſuch Terms of Years, and with ſuch Powers and Privileges, and with ſuch Lands and Buildings to be annexed to the ſaid Mines and Minerals for the Convenience of working the ſame, and at and under ſuch Rents or Royalties, and under and ſubject to ſuch Covenants, Conditions, Regulations and Agreements as ſhall be reaſonable, and as the Circumſtances of the Caſe may require: But as by reaſon of the Limitations in ſtrict Settlement contained in the Will of the ſaid *Francis* Earl of *Huntingdon*, and the Minority of the ſaid Son of the ſaid Earl of *Moira*, ſuch Leaſes cannot be granted without the Aid or Authority of Parliament: May it therefore pleaſe Your Majeſty, on the humble Petition of the ſaid *Francis* Earl of *Moira*, that it may be enacted; and be it enacted by the King's moſt Excellent Majeſty, by and with the

Advice

Advice and Conſent of the Lords Spiritual and Temporal, and Commons, in this preſent Parliament aſſembled, and by the Authority of the ſame, That it ſhall and may be lawful to and for the ſaid Earl of *Moira* during his Life, and after his Death, to and for the Perſon or Perſons who for the Time being ſhall be entitled in Remainder or Reverſion expectant on his Eſtate for Life, or the Guardian or Guardians of ſuch Perſon or Perſons while a Minor or Minors, under the Age of Twenty-one Years, by Indenture or Indentures from Time to Time to demiſe and leaſe, either together or in Parcels, all and every or any of the Mines, Delfs, Quarries, Beds, Veins and Seams of Coal, Cannel, Lead, Iron, Copper, and other Minerals, and the Ores thereof reſpectively opened, found, and diſcovered, or which ſhall or may at any Time or Times and from Time to Time hereafter be opened, found, or diſcovered in, under, or upon all or any of the Lands and Grounds ſituate in the Manors and Pariſhes of *Aſhby de la Zouch* and *Oakthorpe* aforeſaid reſpectively, and each or either of them, which are now, by virtue or means of the ſaid Will and the ſaid Act, Allotments and Exchanges or any of them, or otherwiſe ſubject to the Uſes of the ſaid Will of the ſaid *Francis* Earl of *Huntingdon*; and alſo all and ſingular, or any of the Beds, Mines, Quarries, Delfs, Veins and Seams of Coal, Cannel, Lead, Copper, Iron, Ironſtone and other Minerals, and the Ores thereof reſpectively, and Powers and Privileges which were by the ſaid Act reſerved to the ſaid *Francis* Earl of *Moira*, and the Perſon or Perſons for the Time being entitled in Reverſion or Remainder expectant on his Eſtate; or to the Lord or Lords for the Time being of the ſaid Manor of *Aſhby de la Zouch*, unto any Perſon or Perſons for any Term or Number of Years not exceeding Sixty-one Years, to take Effect in Poſſeſſion, or within Three Years from the Date of each Leaſe reſpectively, together with any Quantity of the Ground and Buildings mentioned or enumerated in the Schedule to this Act annexed, for the more convenient Occupation of the ſaid Mines, Beds, Delfs, Veins, Seams and Quarries, and as a Farm or Farms thereto; and alſo, together with full and free Liberty, Licence, Power and Authority to ſearch for, take, uſe, and diſpoſe of all ſuch Coal, Cannel, Lead, Iron, Ironſtone, Copper, and other Minerals, and the Ores thereof reſpectively, as ſhall be found in or upon, or in winning and working the ſame Mines, Delfs, Quarries, Beds, Veins and Seams, and to dig, ſink, drive and work, and make Pits, Shafts, Drifts, Trenches, Sluices and Watercourſes, and to erect any Furnace or Furnaces, Fire Engines or other Engines, or other Erections or Contrivances whatſoever, for finding, diſcovering, winning, working, and procuring Coal, Cannel, Lead, Iron, Ironſtone, Copper, or other Minerals, or the Ores thereof reſpectively, out of the ſaid Mines, Quarries, Delfs, Veins, Beds and Seams, and for bringing or carrying Water for working the Machinery of the ſaid Mines, Quarries, Delfs, Veins, Beds and Seams; and alſo, for avoiding and carrying away Water, foul Air and Stench, from and out of the ſame Mines, Quarries, Delfs, Veins, Beds and Seams reſpectively; and alſo full and free Liberty, Licence, Power and Authority to erect, build, and ſet up, and hold, occupy, and enjoy in any convenient Place or Places on any Part of the ſaid ſettled Eſtate, and near to any of the ſaid Mines, Quarries, Delfs, Veins, Beds, and Seams ſo to be demiſed and leaſed, all ſuch Houſes, Cottages, Hovels, Lodges, Store-rooms, Heap-rooms, Sheds or other Buildings, Steam and other Engines and Machinery, with ſuch Yards, Gardens, and Curtilages and Store-yards, or Places as ſhall from Time to

The Earl of Moira empowered to grant Leaſes of certain Mines of Coal, Iron and other Minerals, and of certain Lands containing Coal, Iron and other Minerals.

Time be needful or convenient for the more convenient Enjoyment of working the ſaid Mines, Quarries, Delfs, Veins, Beds and Seams, or for the Habitation or Convenience of Workmen, or for ſtoring, ſtanding, laying or placing of Metals, Minerals, or Produce to be reſpectively employed or uſed; or gotten in or about the ſame Mines, Quarries, Delfs, Veins, Beds, and Seams reſpectively, and to dig and get Stones, Lime, Peat, Clay, and Spar for erecting, building, and repairing ſuch Houſes or other Buildings, and all other Privileges which ſhall be neceſſary or requiſite in or about, or for winning, working, obtaining, getting, waſhing, cleanſing and rendering merchantable or marketable, the Coals, Cannel, Lead, Copper, Iron, Ironſtone and other Minerals and the Ores thereof reſpectively, which are or ſhall be found in the ſaid Mines, Quarries, Delfs, Veins, Beds and Seams reſpectively, or in or upon any of the Lands or Grounds ſubject to the Uſes of the ſaid Will, and with ſuch Wayleaves, Roads, Store-yards, and other like Eaſements and Privileges as will render the Occupation of the ſaid Mines, Quarries, Delfs, Veins, Beds, and Seams, and the Depoſit, Sale, and Carriage of the ſaid Coals, Cannel, Lead, Copper, Iron, Ironſtone, Minerals, and Mineral Produce, convenient for manufacturing, working, uſing, ſtoring, laying up, taking and carrying away the ſame; ſo nevertheleſs, that no Leaſe to be granted of the Minerals or Mineral Property reſerved by the ſaid Act ſhall contain more Eaſements or Privileges relating thereto than were or are granted or reſerved by the ſaid Act, or ſubſiſt by virtue of the ſame Act, or by reaſon of the Rights and Privileges thereby excepted and reſerved; and ſo as upon each ſuch Leaſe reſpectively there ſhall be reſerved and made payable yearly or oftener, during the Continuance of the ſame Leaſe reſpectively, the beſt or moſt improved yearly Rent or Rents, either in Money or in Tolls, Duties, Royalties, and Revenues, or partly in Money, and partly in Tolls, Duties, Royalties and Revenues, that can be reaſonably had or gotten for the ſame Mines, Quarries, Delfs, Veins, Beds and Seams, Minerals and Mineral Produce reſpectively, without taking any Fine or Foregift in reſpect of the making thereof; and ſo as for the Lands to be comprized in and demiſed by each Leaſe reſpectively, there ſhall be reſerved a Rent payable yearly or oftener in Money equal to the Value thereof, to be occupied as a Farm, and without any Fine or Foregift, or any other Benefit in nature of a Fine or Foregift in reſpect of the Lands to be ſo demiſed; and ſo as in each ſuch Leaſe there ſhall be contained a Clauſe of Re-entry in caſe the Rent and Rents thereupon to be reſerved ſhould be behind and unpaid by the Space of Thirty-one Days after the Times to be appointed for Payment thereof, or in caſe the Mines, Quarries, Minerals and Mineral Property to be ſo demiſed ſhall not be worked ſo as to be rendered productive of Income to a given Extent, to be ſpecified in each Indenture of Leaſe reſpectively; and ſo as the Leaſe of all Lands or Grounds to be leaſed with any Mine or Mineral Property ſhall ceaſe with the Leaſe in the ſame Mines or Mineral Property, and ſo as the Leſſee and Leſſees to whom each ſuch Leaſe ſhall be made as aforeſaid, ſhall, within One Year after the Date of the ſame Leaſe reſpectively, ſeal and deliver a Counterpart or Duplicate of the Indenture of each ſuch Leaſe reſpectively; and ſo as in every ſuch Leaſe of any Mine there ſhall be contained a Covenant on the Part of the Leſſee or Leſſees, his or their Executors, Adminiſtrators, and Aſſigns, to work the Mine in a due and proper Manner, and to make the ſame a working Colliery, and to render the ſame as productive of Rent or Royalty, or both, as Circumſtances will admit; and alſo a Covenant or Proviſo on the Part of the Leſſee or Leſſees,

his or their Executors, Adminiſtrators and Aſſigns, that it ſhall and may be lawful to and for the ſaid Earl of *Moira* during his Life, and after his Death to and for the Perſon or Perſons who for the Time being ſhall be entitled in Remainder or Reverſion expectant on his Eſtate for Life, or the Guardian or Guardians of ſuch Perſon or Perſons while a Minor or Minors, at the Expiration or other ſooner Determination of the Term of Years demiſed or granted in and by ſuch Leaſe, (he or they having given Six Months previous Notice in Writing of his or their Intention ſo to do), to purchaſe all and ſingular or any of the Engines, Tools, Implements, and Utenſils, uſed or employed by ſuch Leſſee or Leſſees, his or their Executors, Adminiſtrators or Aſſigns, in, upon, or about the Premiſes to him or them demiſed in or by ſuch Leaſe, at a Valuation to be made by Three indifferent Perſons, or any Two of them, One of ſuch Three to be choſen by the Perſon or Perſons ſo intending to purchaſe, another by the Leſſee or Leſſees, his or their Executors, Adminiſtrators or Aſſigns, and the Third Perſon by the ſaid Two ſo firſt choſen; and ſo as in every Leaſe comprizing any Lands or Grounds there ſhall be contained a Covenant on the Part of the Leſſee or Leſſees, his or their Executors, Adminiſtrators, and Aſſigns, to cultivate, manage and improve the ſaid Lands and Ground according to the Purpoſe for which they ſhall be demiſed, according to the beſt Rules of good Management: Provided always, that nothing in this Act contained ſhall extend to enable the ſaid Earl of *Moira*, or his Leſſees during his Life, to work any Beds, Seams or Strata of Coal, Ironſtone, or other Minerals, other than ſuch as were opened or worked before or during the Life-time of the ſaid *Francis* Earl of *Huntingdon* deceaſed.

General Saving to His Majeſty.

II. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his and their Heirs, Succeſſors, Executors and Adminiſtrators, (other than and except to the ſaid *Francis* Earl of *Moira*, his Heirs and Aſſigns, and the ſaid Truſtees for ſupporting contingent Remainders, and the Firſt and other Sons of the ſaid *Francis* Earl of *Moira*, and the Heirs Male of their Bodies, and the Right Heirs of the ſaid *Francis* Earl of *Huntingdon*, and all Perſons claiming or to claim by, from, under, or in Truſt for them reſpectively), all ſuch Eſtate, Right, Title, Intereſt, Property, Benefit, Claim and Demand whatſoever, of, in, to, out of and upon the ſaid Mines and Mineral Property, Lands and Grounds hereby authorized to be demiſed, and every or any Part thereof, as he, ſhe, and they and every or any of them, would, could or might have had, held, and enjoyed, in caſe this Act had not been made.

Evidence Clauſe.

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

The SCHEDULE to which this Act refers.

PARTICULAR and Rental of Lands in Aſhby de la Zouch and Oakthorpe.

TENANTS.	Deſcription of Premiſes.	Tenure of Holdings.	Quantity.	Rents.
			A. R. P.	£ s. d.
Abbot, John	Cottage and Lands	At Will, from Lady-day	0 0 16	— 10 —
Baker, Charles	Lands	Ditto	11 0 3	10 — —
Bodell, Edward	Cottage and Lands	Ditto	0 1 20	— 10 —
Brown, Wm.	Lands	Ditto	39 2 37	31 12 —
Blower, Wm.	Ditto	Ditto	22 3 12	16 16 —
Bird, Wm.	Ditto	Ditto	13 1 30	7 — —
Hough, Joſeph	Several newly-erected Meſſuages and Lands	On Leaſe, for 18 Years from Lady-day 1807	94 2 2	31 — —
Ditto	Lands called Warren Hill	At Will from Lady-day	42 1 24	40 15 —
Hough, Wm.	Meſſuages and Lands	Ditto	42 3 0	25 14 —
Joyce, Joſeph	Lands	Ditto	30 1 8	20 15 —
Johnſon, John	Meſſuage and Lands	On Leaſe for 18 Years from Lady-day 1807	254 0 28	160 — —
Moira, the Earl of	Meſſuages, and ſundry Pieces and Pools of Water, and Lands	In Lord Moira's own Poſſeſſion	112 1 16	90 — —
Onion, James	Lands	At Will, from Lady-day	6 2 24	6 6 —
Pickering, Wm.	Meſſuage and Lands	Ditto	68 1 11	48 — —
Simms, John	Lands	Ditto	32 0 13	28 10 —
Stanley, Gabriel	Ditto	Ditto	0 0 16	— 2 —
Winfield, Stephen	Meſſuage and Lands	Ditto	1 0 34	— 16 —
Wilſon, Thomas	Lands	Ditto	9 3 14	11 8 —
			782 0 28	529 14 —
OAKTHORPE.				
Hough, Joſeph	Lands	At Will, from Lady-day	10 0 0	15 — —
Wilkes, Joſeph, Executors of	Meſſuages and Lands	Ditto	52 3 0	100 — —
Workmen employed in the Colliery	Several Cottages and Gardens	Ditto	2 0 0	2 — —
			64 3 0	117 — —

John Iveſon.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's moſt Excellent Majeſty. 1812.