CHAPTER 4.

An Act for making further provisions concerning the settled Estates of the Marquess of Abergavenny. A.D. 1880.

[12th August 1880.]

WHEREAS at the passing of the Act of Parliament passed in the reign of King Philip and Queen Mary next herein-after recited under the last will and testament of George Nevill third Baron Abergavenny, otherwise Burgavenny, in this Act called the testator, dated the fourth day of June in the year one thousand five hundred and thirty-five, and the twenty-seventh year of the reign of King Henry the Eighth, divers hereditaments in that Act comprised, and thereby subjected to the limitations thereof, stood limited, subject to divers estates, interests, and charges now long since determined or satisfied, and subject to the effect of the attainder and forfeiture herein-after mentioned, to the uses and in manner following; (that is to say,) to the use of the testator and the heirs male of the bodies of him and Mary, his late wife, and for default of such issue to the use of his brother Sir Thomas Nevill, Knight, and of the heirs male of his body, and for default of such issue to the use of his brother Sir Edward Nevill, Knight, and of the heirs male of his body, and for default of such issue to the use of the heirs male of the bodies of Henry Lord Mountague and Jane his wife, the testator's daughter, and for default of such issue to the use of the heirs of the testator's body, and for default of such issue to the use of the heirs of the body of his brother Sir Thomas Nevill, Knight, and for default of such issue to the use of the heirs of the body of the said Sir Edward Nevill, Knight, and for default of such issue to the use of the testator, his heirs and assigns, in fee simple for ever, which last will and testament was proved at London on the fourth day of July in the year one thousand five hundred and thirty-six:

2 & 3 Phil. & Mar. c. 2. (*Priv.*)

1535. 27 Hen. 8. June 4. Will of George third Baron Abergavenny, the testator.

1536. July 4. Will proved.

And whereas in the session of Parliament of the second and third years of the reigns of King Philip and Queen Mary, on the

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petition of Edward Nevill, Esquire, eldest son of the said Sir Edward Nevill, Knight, the said Act was passed intituled "An Act "whereby the heirs of Sir Edward Nevyle, Knight, are restored to "the remainder of the barony of Burgavenye" (which Act is in this Act called the Act of Philip and Mary, and which family name and title mentioned in the title of the Act of Philip and Mary are for uniformity and in accordance with modern usage spelt Nevill and Abergavenny throughout this Act):

1538. 30 Hen. 8. October 4. Attainder of Sir Edward Nevill.

And whereas the Act of Philip and Mary recited (among other things) to the effect that the said Sir Edward Nevill, Knight, on the fourth day of October, in the thirtieth year of the reign of King Henry the Eighth, was by order of the common law attainted of high treason, and for the same was put to execution of death:

1539. 31 Hen. 8. Act of attainder of Sir Edward Nevill.

And whereas the Act of Philip and Mary further recited (among other things) to the effect that in the session of Parliament of the thirty-first year of the reign of King Henry the Eighth an Act was passed enacting (among other things) to the effect that whereas the said Sir Edward Nevill, Knight, and others therein named, were by due course of the common law severally indicted, convicted, and attainted of high treason, they and every of them by the authority of that Act should stand and be attainted of high treason, and should lose and forfeit unto the king, his heirs and successors, all such their manors and other estates and things therein mentioned, and all other their hereditaments of what nature soever which they or any other persons in their right or to their uses, or in the right or to the use of any of them, then had or ought to have had of any estate of inheritance in fee simple or fee tail at the several days of their several treasons committed, limited and appointed in their said several indictments, or at any time after:

34 & 35 Hen. 8. c. 4. (*Priv.*) Act of Restitution of Edward Nevill, the ancestor.

And whereas the Act of Philip and Mary further recited (among other things) to the effect that in the session of Parliament of the thirty-fourth and thirty-fifth years of the reign of King Henry the Eighth, on the petition of Edward Nevill, Esquire, eldest son of Sir Edward Nevill, Knight, an Act was passed (in the Act of Philip and Mary and in this Act referred to as the Act of Restitution) enacting (among other things) to the effect that the same Edward Nevill should be restored and enabled in name and blood as son and heir to Sir Edward Nevill, and made heir unto the same Sir Edward in name and blood, and to all other to whom the said Sir Edward was heir or might have been heir if he had not been attainted, and also be restored and enabled to inherit, hold, and enjoy all such honours, castles, and other estates and things therein mentioned,

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and all other hereditaments and possessions which at any time thenceforth should descend, revert, remain, or come to Edward Nevill the son as son and heir of Sir Edward or heir of the body of Sir Edward, or heir or heirs male of any ancestors of Sir Edward, or of any of them, as the said Edward the son should or might have done or had if the said attainder of Sir Edward had never been had or made; saving to all persons, bodies politic and corporate, their heirs and successors, all such right, title, claim, and demands as they or any of them then had or should have had in or to the said honours, castles, and other estates and things therein mentioned and hereditaments as though the Act of Restitution had never been made:

And whereas the Act of Philip and Mary further recited (among other things) to the effect that by the Act of Restitution it was further enacted that the Act of Restitution or anything therein contained should not in anywise extend to restore or entitle Edward Nevill the son, or any of his heirs, in or to any honours, castles, or other estates or things therein mentioned, or other hereditaments which were late Sir Edward Nevill the father's, or which King Henry the Eighth then had or was entitled to have by reason of the attainder of Sir Edward Nevill, or otherwise, but that all the same honours, castles, and other estates and things therein mentioned, and hereditaments which were Sir Edward the father's should remain in the same condition as they were in before the making of the Act of Restitution, and as though the same had never been made:

And whereas the Act of Philip and Mary (among other things) enacted to the effect that as much of the Act of Restitution as concerned the restitution of the said Edward Nevill, Esquire, should be confirmed:

And whereas the Act of Philip and Mary (among other things) further enacted to the effect that for lack of heirs male of the body of Henry Nevill, then Lord Abergavenny, the said Edward Nevill, Esquire, might have, hold, and enjoy to him and to the heirs male of his body all such honours, castles, and other estates and things therein mentioned and hereditaments whatsoever, and the reversion and the remainder of the same which by the testator's will were willed in use or in possession, for default of heirs male of the bodies of the testator and Mary, his wife, and for lack of heirs male of the body of Sir Thomas Nevill, Knight, then deceased, the testator's brother, to Sir Edward Nevill, Knight, and to the heirs male of his body, anything contained in the Act of Restitution concerning the restitution of Edward Nevill, Esquire, or any saving proviso or other

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article in that Act contained, or in any other Act of Parliament, or any other matter or cause to the contrary notwithstanding:

And whereas the Act of Philip and Mary (among other things) further enacted to the effect that if it should fortune Edward Nevill, Esquire, to die without heirs male of his body, then all the said honours, baronies, castles, and other estates and things therein mentioned, and all other the premises therein-before specified, and the reversion and the remainders of the same granted by that Act to him, should, after the decease of Henry, then Lord Abergavenny, without issue male of his body, wholly remain unto Henry Nevill, Knight, brother to Edward Nevill, Esquire, and to the heirs male of his body; and that if it should fortune the said Henry Nevill, Knight, the brother, to die without heirs male of his body, and Henry, then Lord Abergavenny, to die without heirs male of his body, and Edward Nevill, Esquire, to die without heirs male of his body, then the same should wholly remain to George Nevill, brother to Edward Nevill and Henry Nevill, Knight, and to the heirs male of the body of George Nevill; and that for default of such heirs male of their several bodies the same should descend, remain, and go to the heirs of the body of the testator, and for default of such heirs to the heirs of the body of the said Sir Thomas Nevill, Knight, according to the tenour and effect of the testator's will:

And whereas the Act of Philip and Mary (among other things) further provided and enacted to the effect that if it should fortune Henry, then Lord Abergavenny, and the said Edward Nevill, Esquire, Henry Nevill, and George Nevill, and every of them, to decease without heirs male of their several bodies, and also if the heirs of the body of the testator should fortune to decease without heirs of their bodies, and also if the heirs of the body of the said Sir Thomas Nevill, Knight, should likewise fortune to decease without heirs of their bodies any heirs or issue of the body of the said Sir Edward Nevill then living, then Queen Mary, her heirs and successors, should and might have, hold, and enjoy all the said honours, castles, and other estates and things therein mentioned, and other hereditaments therein-before specified, and the reversion and remainders of the same for and during all such and so long time and times as any of the said heirs or issue of the body of the said Sir Edward Nevill should or ought to have had and enjoyed the same if the said Sir Edward Nevill had not been attainted, and that no feoffment, discontinuance, fine, nor recovery with voucher or otherwise, or any other act or acts thereafter to be made, done, suffered, or knowledged of the premises, or of any part or parcel thereof, by

Henry, then Lord Abergavenny, Edward Nevill, Esquire, Henry Nevill, and George Nevill, or by any of them, or by any of the heirs male of their several bodies, or by any of the heirs of the body of the testator, or by any of the heirs of the body of the said Sir Thomas Nevill, or by any of them, should bind or conclude in right or put from entry Queen Mary, her heirs and successors, or any of the heirs in tail, or any to whom the premises or any parcel thereof should descend, revert, remain, or come by virtue of the testator's will:

And whereas the Act of Philip and Mary then contained powers for Henry, then Lord Abergavenny, to sell divers manors and hereditaments therein described, and by will to make provision out of the lands thereby settled for his daughters and for debts arising by any occasion of service to be done to the Crown, and further a provision for the Crown raising out of those lands his ransom if he should be taken prisoner in the service of the Crown:

And whereas the Act of Philip and Mary then contained savings to the effect following; (namely,) saving to Frances, then wife of Henry Lord Abergavenny, and to all persons and bodies, their heirs and successors, other than Queen Mary, her heirs and successors, all such possession, estate, right, title, claim, and interest as they or any of them had, might, should, or ought to have had in the premises in such like manner, form, and condition to all intents as they and every of them then had, might, should, or ought to have, as though that Act had never been made; and saving also to Queen Mary, her heirs and successors, all such right, title, and interest as to her, her heirs and successors, in that Act was limited, assigned, and reserved for default of heirs male of the several bodies of Henry, then Lord Abergavenny, Edward Nevill, Henry Nevill, and George Nevill, and for default of heirs of the body of the testator, and for default of heirs of the body of Sir Thomas Nevill, Knight, deceased:

And whereas by and after the death of the said Henry Lord Abergavenny, who had on the testator's death become fourth Baron Abergavenny, and who died without heir male of his body, the hereditaments comprised in the Act of Philip and Mary, and thereby subjected to the limitations thereof, or such parts of those hereditaments as had not been alienated by the said Henry Lord Abergavenny, became by virtue of that Act vested in Edward Nevill, therein designated as Edward Nevill, Esquire, the eldest son of Sir Edward Nevill, Knight, and hereafter in this Act designated as Edward Nevill the ancestor, and he became fifth Baron Abergavenny:

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And whereas the descendants of Edward Nevill the ancestor, Barons and Earls of Abergavenny, have since his death in a regular course of descent and succession, taken, held, and enjoyed the same hereditaments, or such parts thereof as were not alienated by Edward Nevill the ancestor, or as have not since from time to time been alienated by the heirs male of his body:

And whereas the state of the family of the descendants of Edward Nevill the ancestor, as far as the same is material for the purposes of this Act, has been and is as follows:

(A.) In 1845 John Baron and third Earl of Abergavenny, then heir male of the body of Edward Nevill the ancestor, and tenant in tail male in possession under the Act of Philip and Mary, died without issue male:

(B.) On his death his brother William became Baron and fourth Earl of Abergavenny:

(C.) In 1824 William fourth Earl of Abergavenny, then William Nevill, married Caroline Leeke, daughter of Ralph Leeke, Esquire, and he had issue three sons only; (namely,) Henry Nevill his eldest son (who died in 1829, an infant of tender years) William Nevill his second son, and Ralph Pelham Nevill his third son:

(D.) In 1868 William fourth Earl of Abergavenny died:

(E.) On his death William, his then eldest surviving son, became Baron and fifth Earl of Abergavenny, and he has since been created and is now Marquess of Abergavenny:

(F.) In 1848 William Marquess of Abergavenny married Caroline daughter of Sir John Vanden Bempde Johnstone, Baronet, and he has had issue five sons only; (namely,) Reginald William Bransby Nevill his eldest son, commonly called Earl of Lewes, Henry Gilbert Ralph Nevill, commonly called Lord Henry Nevill, George Montacute Nevill, commonly called Lord George Nevill, William Beauchamp Nevill, commonly called Lord William Nevill, and Richard Plantagenet Nevill, commonly called Lord Richard Nevill, all of whom are now living, and the first-named three are of the full age of twenty-one years, and the others are infants under that age:

(G.) In 1876 Henry Gilbert Ralph Nevill, the second son of William Marquess of Abergavenny, married Violet, daughter of Henry Dorrien Streatfield, Esquire, and he has had issue two sons only, one of whom (namely) Gilbert Reginald Nevill, is now living, and is an infant under the age of twenty-one years, and the other of whom died in very early infancy:

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(H.) In 1860 Ralph Pelham Nevill, the second son of William fourth Earl of Abergavenny, married Louisa Marianne, daughter of Sir Charles Fitzroy McLean, Baronet, and he has had issue two sons only; (namely) Ralph William Plantagenet Nevill and Percy Llewellyn Nevill, both of whom are now living and are infants under the age of twenty-one years:

and William Marquess of Abergavenny is now heir male of the body of Edward Nevill the ancestor, and the tenant in tail male in possession under the Act of Philip and Mary, and his first-named two sons successively now are the first tenants in tail male in remainder under the same Act, and the next tenants in tail male in remainder successively thereunder are the said Gilbert Reginald Nevill, George Montacute Nevill, William Beauchamp Nevill, Richard Plantagenet Nevill, Ralph Pelham Nevill, Ralph William Plantagenet Nevill, and Percy Llewellyn Nevill:

1855. Leasing Act.

And whereas in the session of Parliament of the eighteenth and nineteenth years of the reign of Her present Majesty, on the thirtieth day of July one thousand eight hundred and fifty-five, an Act was passed with the short title of Earl of Abergavenny's Leasing Act, 1855, which is in this Act referred to as the Leasing Act of 1855:

18 & 19 Vict. c. 9. (*Priv.*)

And whereas the Leasing Act of 1855, after reciting (among other things) the Act of Philip and Mary, and three former Leasing Acts and divers leases, contained recitals showing (among other things) that parts of the hereditaments comprised in the schedule to the Leasing Act of 1855 were parts of the hereditaments subject to the limitations of the Act of Philip and Mary:

And whereas an extract from the schedule to the Leasing Act of 1855, being Part One of that schedule, describing hereditaments subject to the limitations of the Act of Philip and Mary, is set forth in the First Schedule to this Act:

And whereas the Leasing Act of 1855 empowered William fourth Earl of Abergavenny, from time to time within five years after the passing of that Act, to make any lease or leases of all or any part of the mines, farms, lands, hereditaments, and premises specified in the schedule to that Act to any person or persons, and (among other things) prescribed the terms and conditions on which such leases might be granted:

1859. June 15. Nant-y-Glo Mining Lease.

And whereas on the fifteenth day of June one thousand eight hundred and fifty-nine, a mining lease was made under the Leasing Act of 1855 by an indenture dated the last-mentioned day, and made or expressed to be made between William fourth Earl of

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Abergavenny of the one part, and John Crawshay Bailey, Alexander Young Spearman, and Crawshay Bailey, in this Act referred to as Crawshay Bailey the elder, executors of the will of Sir Joseph Bailey, and the said Crawshay Bailey the elder being also party thereto in his own right, therein-after called the lessees, of the other part, to which lease the expression the Nant-y-Glo Mining Lease when used in this Act refers:

And whereas that indenture witnessed to the effect that in consideration of the rents, covenants, and provisoes therein-after reserved and contained, and on the lessees part to be respectively paid, performed, and observed, William Earl of Abergavenny, by virtue and in exercise of the powers in him vested by the Leasing Act of 1855, and of every other power him in that behalf enabling, did thereby demise unto the lessees, their executors, administrators, and assigns:

All and singular the mines, beds, veins, and quarries of iron, iron ore, ironstone, coal, limestone, slate, stone, clay, and marl, and all other minerals of every description and like substances, whether vegetable, fossil, or other, lying or being within, under, or upon all those parts of the mountainous or hilly tract of land called Lord Abergavenny's Hills which constituted the Nant-y-Glo district mentioned in Part One of the schedule to the Leasing Act of 1855 annexed, and containing in the whole fifteen hundred acres, or thereabouts, and were then in the tenure or occupation of the lessees, or some or one of them, or their under tenants:

And also the surface of all such parts of the same lands, and all such furnaces, buildings, works, and conveniences in and upon the same lands, or any part thereof, as were then in the occupation of the lessees:

And also the surface of all such other parts of the same lands as the lessees, their executors, administrators, and assigns, should from time to time require to occupy or use for any of the purposes of that lease:

together with the licenses and authorities therein expressed (in the third whereof it was declared that William Earl of Abergavenny, or other the person or persons from time to time entitled to the reversion immediately expectant on the term thereby granted, was and were respectively comprised in the term the reversioners therein-after contained). Except and always reserved thereout as therein expressed, to have and to hold the demised premises subject to the rights of common therein mentioned unto the lessees, their executors, administrators, and assigns, for the term of sixty-three

years from the twenty-fifth day of December one thousand eight hundred and fifty-five, yielding and paying during the term the yearly rent of three thousand pounds as therein mentioned:

And whereas by the same indenture the lessees did for themselves, their heirs, executors, administrators, and assigns, but the said John Crawshay Bailey and Alexander Young Spearman (further than that the lessees covenants therein-after contained should and might, as running with the land, bind assigns) only as such executors as aforesaid, and in order so far as they lawfully or equitably could or might to bind the assets of the said Sir Joseph Bailey in the same manner as near as might be as if that lease had in his lifetime been granted to him and the said Crawshay Bailey the elder, their executors, administrators, and assigns, and the said covenants had been entered into by Sir Joseph Bailey and Crawshay Bailey the elder for themselves, their executors, administrators, and assigns, covenant with the said earl, his heirs, successors in estate, and assigns, as therein expressed, including covenants, in the terms following; (namely,)

Eighthly. That the lessees, their executors, administrators, and assigns, will, at all times during the term hereby granted, when and as often as occasion shall require, well and sufficiently repair, maintain, uphold, support, and keep the said demised premises, and all furnaces, buildings, works, and conveniences from time to time forming part thereof, in, by, and with all necessary reparations and amendments whatsoever; and the same will leave so repaired, maintained, upheld, supported, and kept at the expiration or sooner determination of the term hereby granted:

Thirteenthly. That whenever the reversioners give to the lessees, their executors, administrators, or assigns, or any of them, or leave for them at or upon the said demised premises notice in writing specifying any reasonable repair, amendment, or work to be done by them in accordance with the terms and conditions of these presents, the lessees, their executors, administrators, or assigns will within four calendar months next after the delivery of such notice make or do every reasonable repair, amendment, or other work so specified:

Fourteenthly. That in every case of any failure by the lessees, their executors, administrators, or assigns, to make or do within such four calendar months any such repair, amendment, or work, the reversioners may make or do the same, and provide all such materials, workmanship, and labour as shall be sufficient and proper in that behalf:

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Fifteenthly. That whenever the reversioners make or do any such repair, amendment, or work, the lessees, their executors, administrators, or assigns, will, within one calendar month after an account in writing of the repairs, amendments, or works so done, and the expense thereof, shall be delivered to them, or any of them, or left for them on the said demised premises, repay to the reversioners the amount of such expense, with interest at the rate of five pounds per centum per annum thereon from the time or respective times of the expenditure thereof:

1865. Death of Sir Alexander Young Spearman.

And whereas the said Alexander Young Spearman died on or about the fourteenth day of August one thousand eight hundred and sixty-five:

1871. August 28. Under-lease to Nant-y-Glo Company.

And whereas by an indenture dated the twenty-eighth day of August one thousand eight hundred and seventy-one, the said John Crawshay Bailey and Crawshay Bailey the elder, the then surviving lessees under the Nant-y-Glo mining lease, made an under-lease of the premises therein comprised to the Nant-y-Glo and Blaina Ironworks Company, Limited, to which company the expression the Nant-y-Glo Company when used in this Act refers, for the then residue of the said term of sixty-three years wanting the last ten days thereof, and by that under-lease there was reserved to the surviving lessees a yearly rent of three thousand pounds, and the company covenanted with the lessees to perform and observe all the lessees covenants and conditions comprised in the lease, and to indemnify the lessees in respect thereof:

1872. January 9. Death of Crawshay Bailey the elder, and appointment of executors.

And whereas on the ninth day of January one thousand eight hundred and seventy-two, the said Crawshay Bailey the elder died, having by his will appointed to be his executors Crawshay Bailey, in this Act referred to as Crawshay Bailey the younger, and William Bailey Partridge, and John Berry Walford, since deceased, with Thomas Davies, who died in the testator's lifetime, which will was on the twelfth day of March one thousand eight hundred and seventy-two proved in the Principal Registry of Her Majesty's Court of Probate:

Results of Nant-y-Glo mining lease.

And whereas at and before the date of the Nant-y-Glo mining lease, and for many years afterwards, the obtaining of iron ore out of the demised premises, and the manufacturing thereof into iron on those premises, was an important and profitable part of the use and enjoyment of those premises by the lessees or their under tenants; but for several years before 1875, notwithstanding general prosperity, the obtaining and manufacturing of iron as aforesaid were carried on at Nant-y-Glo at a great loss:

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And whereas after 1875 the iron trade gradually to a great extent departed from the district of Monmouthshire and South Wales in which the demised premises are situate, and large neighbouring ironworks of various ironmasters, including the freehold Blaina Works of the Nant-y-Glo Company, were closed, and the business of obtaining and manufacturing iron on the demised premises was partially discontinued, and the works and operations of the Nant-y-Glo Company and their under tenants were mainly devoted to winning the coal in and under the demised premises:

And whereas in the circumstances aforesaid the furnaces, buildings, machinery, works, and conveniences formerly used for or in connexion with the obtaining and manufacturing of iron became to a great extent useless and the same fell out of repair:

And whereas notice having been given by the Marquess of Abergavenny to the said John Crawshay Bailey, and the said Crawshay Bailey the younger, and William Bailey Partridge, the executors, requiring them to put the premises comprised in the Nant-y-Glo mining lease into repair in conformity with the provisions therein contained, various negotiations took place between the Marquess of Abergavenny and them and the Nant-y-Glo Company as under-lessees, in the course whereof representations were made to him to the effect that in all probability the obtaining and manufacturing of iron out of and on the demised premises could never again be a profitable or commercially feasible undertaking, and that accordingly the continuance on the demised premises, and the preservation in good repair of furnaces, buildings, works, and conveniences adapted only to the obtaining and manufacturing of iron, and the providing of the same furnaces with machinery, would be of no appreciable advantage to himself or his successors in estate as compared with the burden on the lessees and those claiming under them:

And whereas the Marquess of Abergavenny being of opinion that these representations were consistent with facts and probabilities, and that the interest of himself and his successors in estate would be furthered by obtaining an increase of rent during the residue of the term of sixty-three years by way of commutation of all liability of the lessees to continue and keep repaired and provided with machinery the furnaces, buildings, works, and conveniences solely adapted for iron manufacture, and of such other liability as herein-after mentioned, the result of the negotiations aforesaid was that an annual increase of five hundred pounds as from the twenty-fifth day of March one thousand eight hundred and seventy-nine in the rent of the demised premises was

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fixed as the amount which the lessees were willing to give and the Marquess of Abergavenny to accept as an equivalent for the cesser of all liability on the part of the lessees in respect of the last-mentioned furnaces, buildings, works, and conveniences, and otherwise as herein-after mentioned:

And whereas it being apprehended by the parties to the negotiations aforesaid that no such alteration in the terms of the Nant-y-Glo mining lease as were contemplated by them could be made without the authority of Parliament, it was arranged by and among them that the Marquess of Abergavenny and his two elder sons should make application to Parliament for the purposes and in manner herein-after appearing:

Mortgages by Nant-y-Glo Company.

And whereas the interest of the Nant-y-Glo Company in the premises comprised in the Nant-y-Glo mining lease stands charged with divers mortgages or incumbrances, which with the assignments thereof and the present mortgagees or incumbrancers thereunder are described in the Second Schedule to this Act:

1880. January 31. Deed of arrangement as to alterations in Nant-y-Glo mining lease.

And whereas on or about the thirty-first day of January one thousand eight hundred and eighty, an indenture dated that day was made or expressed to be made between William Marquess of Abergavenny of the first part, the said Reginald William Bransby Nevill, commonly called Earl of Lewes, of the second part, the said Henry Gilbert Ralph Nevill of the third part, the said John Crawshay Bailey, the said Crawshay Bailey the younger, and the said William Bailey Partridge of the fourth part, and the Nant-y-Glo Company of the fifth part:

And whereas that indenture, after reciting (among other things) as herein-before with respect to the Nant-y-Glo mining lease recited, or to the like effect, also recited to the effect that for the purpose of settling and evidencing the terms and manner in which the said proposed application to Parliament had been agreed to be made, and for the purpose of testifying the concurrence of the parties of the fourth and fifth parts in those terms, and of more effectually binding the parties thereto to carry out the arrangement therein appearing, it had been arranged that that indenture should be executed in manner therein-after appearing:

And whereas that indenture witnessed that in pursuance of the said agreement, and in consideration of the premises, and with intent that so far as that indenture purported to create any obligation on any of the parties thereto to or in favour of any other party or parties thereto, that indenture might operate as a covenant by the party on whom any such obligation might be so purported to be created with the party or parties, and as a separate covenant

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with each of the parties to whom or in whose favour such obligation might be so purported to be so created, it was thereby agreed and declared among other things to the effect following; (that is to say,)

That the Marquess of Abergavenny and his two sons, parties of the second and third parts thereto, should take all such proceedings as might be necessary for procuring an Act of Parliament during the session of one thousand eight hundred and eighty, whereby the following alterations should in effect be made in the Nant-y-Glo mining lease; (namely,)

First. The rent should be increased from three thousand pounds to three thousand five hundred pounds as from the twenty-fifth day of March one thousand eight hundred and seventy-nine:

Secondly. All liability of the lessees and under-lessees to repair, maintain, uphold, support, and keep the furnaces, buildings, cottages, stables, works, and conveniences heretofore used for or in connexion with the ironworks or ironstone mines on the demised premises, of which the particulars were set forth in the schedule thereto, and to provide the said furnaces with engines, machinery, apparatus, and conveniences should cease and determine:

Thirdly. All liability in damages of the original lessees under the lease, their executors, administrators, and assigns respectively, and of the assets of the said Sir Joseph Bailey deceased, for or in respect of any and every past or future breach, non-observance, or non-performance of the lessees covenants in the same lease, or any of them (whether therein-after recited or referred to or not), except the covenant for payment of rent should cease and determine, and such covenants, except as aforesaid, should not be enforced against the lessees, their executors, administrators, and assigns, otherwise than by re-entry; but this provision was to have no effect if and when and after the said original lessees, their executors, administrators, or assigns, should re-enter on the demised premises or any part thereof, and was to be without prejudice to the liability of the Nant-y-Glo Company, and all persons and bodies claiming under them, to perform and observe such covenants, and such covenants might, during the continuance of the under-lease of twenty-eighth August one thousand eight hundred and seventy-one, be enforced against the same company, persons, and bodies as if that company had originally entered into those covenants:

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That the lessees (meaning the persons or person for the time being immediately liable to the Marquess of Abergavenny and his successors in estate on the covenants in the lease, or who but for that agreement would be liable) and all other parties thereto should give all such concurrence, consent, and assistance in their respective power to the proceedings to be taken by the Marquess of Abergavenny and his two sons as should cause the Act to be in terms binding on the lessees and the company, and the mortgagees and incumbrancers on the estate and interest of the company, and on all persons claiming under or through them, the lessees, the company, and other parties thereto respectively as under-lessees, cestui que trusts, debenture holders, or otherwise:

That the true intent of the parties thereto being that such a statutory alteration in the lease should be procured as that the same might after the passing of the Act be construed as if the Leasing Act of 1855 had originally authorised and as if the lease had accordingly granted a lease of the premises with such alterations as to rent and liability as aforesaid, it should be lawful for the Marquess of Abergavenny and his said two sons, if it should be found impossible or impracticable to obtain such a statutory alteration, to withdraw from or abandon any proceedings taken by him for that purpose, whatever might be the stage at which the same might have arrived:

That in the meantime, and until the passing of the Act or such abandonment of proceedings, or other determination of the arrangement, the Marquess of Abergavenny should not nor should either of his said two sons enforce any of the covenants in the lease so far as they related only to the repair, maintenance, upholding, and support of the furnaces, buildings, cottages, stables, works, and conveniences comprised in the said schedule thereto, or to the engines, machinery, apparatus, or conveniences of the said furnaces or any of them; but, nevertheless, all such furnaces, buildings, cottages, stables, works, and conveniences should be left standing by the lessees and the company, who respectively should not commit any act whereby the same should fall into a worse condition than they respectively were in then, nor should the Marquess of Abergavenny or either of his said two sons until the passing of the Act or such abandonment of proceedings or termination of arrangement enforce any of the lessees covenants in the lease (except the covenant

for payment of rent) against the lessees otherwise than by re-entry, unless the lessees should have re-entered on the demised premises or some part thereof, but such covenants might at any time thereafter during the continuance of the under-lease be enforced against the company and all persons and bodies claiming under them as if the company had originally entered into those covenants:

That on the passing of the Act, and thenceforth during the residue of the term granted by the under-lease, the under-lease should be construed as if the annual rent thereby reserved had been increased to three thousand five hundred pounds as from the twenty-fifth day of March one thousand eight hundred and seventy-nine, and as if the covenant therein contained to perform and observe all the lessees covenants and conditions contained in the lease and for indemnity in respect thereof had related to those covenants and conditions as altered or modified by the Act, and a proper clause or provision for this purpose should be inserted in the Act if the lessees should so require and Parliament should agree:

1880. Deed in Third Schedule for making alterations.

And whereas for effectuating the arrangement made by the last recited indenture a deed has been executed subject to confirmation by Act of Parliament, which deed is set forth in the Third Schedule to this Act:

Expediency of confimation of deed.

And whereas it is expedient that the same be confirmed and made binding:

1864. Estate Act. 27 & 28 Vict. c. 9. (*Priv.*)

And whereas in the session of Parliament of the twenty-seventh and twenty-eighth years of the reign of Her present Majesty, on the 29th day of July 1864, an Act was passed with the short title of the Earl of Abergavenny's Estate Act, 1864, which is in this Act referred to as the Estate Act of 1864, for the purpose of conferring various powers in relation to hereditaments subject to the limitations of the Act of Philip and Mary, and among other things for authorising the making of leases and sales of parts of those hereditaments:

1871. *Estate Act.* 34 & 35 Vict. c. 4. (*Priv.*)

And whereas in the session of Parliament of the thirty-fourth and thirty-fifth years of the reign of Her present Majesty an Act was passed with the short title of the Earl of Abergavenny's Estate Act, 1871, which is in this Act referred to as the Estate Act of 1871, for extending and varying the provisions concerning leases and sales of hereditaments subject to the limitations of the Act of Philip and Mary, and for other purposes connected with those hereditaments:

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Question on effect of former Acts.

And whereas a question has arisen whether the terms of the Leasing Act of 1855 and of the Estate Acts of 1864 and 1871 respectively extended to bind all persons who under the testator's will or the Act of Philip and Mary should become interested in the hereditaments subject to the limitations of that Act, and it is expedient to preclude all ground for such question:

Other provisions required.

And whereas it is expedient that various other provisions be made relative to the hereditaments subject to the limitations of the Act of Philip and Mary:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

Provision for rentcharges for daughters in 27 & 28 Vict. c. 9. (*Priv.*)

And whereas the Estate Act of 1864 (among other things) empowered (section 9) William fourth Earl of Abergavenny, and every future heir male of the body of Edward Nevill the ancestor in possession and of full age (subject to the rentcharges therein authorised), by deed or will to appoint for the portion or portions of his child or children or any one or more of them (other than the first or only son or other son as therein mentioned) for the life or respective lives of such child or children, or to any trustee or trustees for such child or children, any yearly rentcharge or rentcharges not exceeding in the whole for any one child the sum therein mentioned to be charged on and payable out of all or any of the estates for the time being subject to the limitations of the Act of Philip and Mary (except as therein excepted), with divers limitations and provisions respecting every such rentcharge:

1864. July 30. Appointment of rentcharges for daughters under 27 & 28 Vict. c. 9. (*Priv.*)

And whereas by indenture made the thirtieth day of July one thousand eight hundred and sixty-four, between William fourth Earl of Abergavenny of the one part and Sir Walter Buchanan Riddell, Baronet, and Ralph Meyrick Leeke, Esquire, of the other part, William Earl of Abergavenny, in exercise of the power given to him by section 9 of the Estate Act of 1864, appointed and granted to the said Sir Walter Buchanan Riddell and Ralph Meyrick Leeke, their executors, administrators, and assigns, the yearly rentcharge of one thousand pounds for the portion of each of his daughters Caroline Emily Nevill, Henrietta Augusta Mostyn, widow, and Isabel Mary Frances, wife of Edward Vesey Bligh, to be respectively charged on the estates subject to the limitations of the Act of Philip and Mary (except as therein excepted), and to be payable during the respective lives of his said daughters, and the yearly rentcharge thereby appointed in respect of such one of his daughters as should first die to continue charged and payable as aforesaid after her death as to the whole thereof during the joint lives of the two survivors of his said daughters, and as

to a moiety thereof also during the life of the last survivor of them; and by the same indenture trusts were declared of the rentcharges thereby appointed to the effect (among other things) that each rentcharge should go in trust for the daughter in respect of whom it was appointed during her life for her separate use without power of anticipation, with trusts over to take effect on the death of any daughter in favour of the survivors:

Therefore Your Majesty's most dutiful and loyal subjects William Marquess of Abergavenny, Reginald William Bransby Nevill, commonly called Earl of Lewes, Henry Gilbert Ralph Nevill, and George Montacute Nevill do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as the Marquess of Abergavenny's Estate Act, 1880.

Confirmation of indenture.

2. The indenture set forth in the Third Schedule to this Act is hereby confirmed.

Power for trustees to expend money on farm buildings, drainage, &c.

3. The Trustees of the Estate Act of 1871 may from time to time, if they think fit, after proper provision for charges and other outgoings, apply money received or to be received by them as such Trustees as follows; (namely,)

(i.) They may expend such sums as they from time to time think fit for or towards the erection and building of farmhouses and farm buildings and labourers cottages on any parts of the lands for the time being subject to the limitations of the Act of Philip and Mary, in case such houses, buildings, and cottages are in the judgment of the Trustees required for agricultural purposes;

(ii.) They may expend such sums as they from time to time think fit in the drainage of any parts of those lands, including the straightening, widening, deepening, or other improvement of drains, streams, and watercourses thereon:

Provided that all such money as is expended in drainage as aforesaid shall be repaid to the Trustees by equal annual instalments, without interest, by the tenant or successive tenants in tail in possession under the testator's will or the Act of Philip and Mary, so that the amount expended shall be repaid within thirty years,

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reckoned from the expiration of one year after the completion of the expenditure on each particular drainage operation, the amount so from time to time repaid to be held and applied as money received by the Trustees on any sale under the Estate Act of 1864, as extended and varied by the Estate Act of 1871, ought to be held and applied by them, and section thirty-eight of the Estate Act of 1871 shall extend to authorise the recovery in manner therein provided of those instalments.

Restriction as to timber.

4. It shall not be lawful for the person who is for the time being entitled as tenant in tail male to possession, or to receipt of the rents and profits of the hereditaments for the time being subject to the limitations of the Act of Philip and Mary, to sell or dispose of or to agree to sell or dispose of any timber or other trees standing or felled on any part of the lands for the time being so subject without the previous consent in writing of the Trustees of the Estate Act of 1871.

Settlement of lands purchased.

5. Section twenty of the Estate Act of 1864, relating to settlement of lands purchased, and section twenty-one of the Estate Act of 1871, applying the same section, are hereby repealed without prejudice to anything already done thereunder respectively, and in lieu thereof the following provisions shall have effect; (that is to say,)

The hereditaments from time to time purchased under the Estate Act of 1864, as extended and varied by the Estate Act of 1871, shall forthwith be settled and assured to such uses, on such trusts, and with, under, and subject to such powers, provisions, and enactments as will correspond with the limitations, uses, trusts, powers, provisions, and enactments then affecting the hereditaments for the time being subject to the limitations of the Act of Philip and Mary, other than and except the hereditaments described in Part I. of the Third Schedule to the Estate Act of 1871 under the heading Eridge and Abergavenny Castles, or as near thereto as the nature of the hereditaments purchased and other circumstances will admit.

Provision for payment by Trustees of costs of Act nototherwise paid.

6. The Trustees of the Estate Act of 1871 shall from time to time as and when they think fit, after proper provision for charges and other outgoings, apply money received or to be received by them as such Trustees in paying such of the costs, charges, and expenses of and preliminary and incidental to the preparing of,

applying for, and obtaining of this Act as are not otherwise provided for and paid.

Extension of 34 & 35 Vict. c. 4. (*Priv.*) as to exchange.

7. Section forty-one of the Estate Act of 1871, relating to an exchange with Ralph Pelham Nevill, shall be read and have effect as if the testator's will had been mentioned throughout that section before and in conjunction with the Act of Philip and Mary.

General saving.

8. Saving always to the Queen's most Excellent Majesty, her heirs and successors (except as far as her and their reversionary interests under the Act of Philip and Mary may be affected by this Act), and to all persons and bodies politic and corporate, and their respective heirs, successors, executors, and administrators (other than and except the several persons and body by this Act expressly excepted from this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the hereditaments for the time being subject to the limitations of the testator's will or the Act of Philip and Mary, or any part thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed if this Act had not been passed.

Exceptions from general saving.

9. The following are the several persons and body expressly excepted by this Act from the general saving aforesaid; that is to say,

First.—In respect of all the hereditaments for the time being subject to the limitations of the Act of Philip and Mary the following persons; (namely,)

(1.) William Marquess of Abergavenny and his assigns:
(2.) Reginald William Bransby Nevill, commonly called Earl of Lewes, and his assigns:
(3.) Henry Gilbert Ralph Nevill and his assigns:
(4.) Gilbert Reginald Nevill and his assigns:
(5.) George Montacute Nevill and his assigns:
(6.) William Beauchamp Nevill and his assigns:
(7.) Richard Plantagenet Nevill and his assigns:
(8.) Ralph Pelham Nevill and his assigns:
(9.) Ralph William Plantagenet Nevill and his assigns:
(10.) Percy Llewellyn Nevill and his assigns:
(11.) Other the heirs male for the time being of the body of Edward Nevill the ancestor:
(12.) Caroline Emily Nevill, Henrietta Augusta Mostyn, and Isabel Frances Mary Bligh, and their assigns:

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(13.) Sir Walter Buchanan Riddell and Ralph Meyrick Leeke, as trustees of the said indenture of the thirtieth day of July one thousand eight hundred and sixty-four, and the trustees for the time being of that indenture:

(14.) Every other person who by virtue of or under any of the limitations of the testator's will or of the Act of Philip and Mary now is or at any time hereafter becomes interested in any of the hereditaments for the time being subject to any of those limitations:

And by virtue of this Act the same several persons are also excepted from the general savings in the Leasing Act of 1855, and the Estate Acts of 1864 and 1871, and are bound thereby as well in respect of all past as in respect of all future acts and things done and to be done in exercise or execution of any of the powers or authorities therein contained.

Secondly.—In respect of such of the hereditaments subject to the limitations of the Act of Philip and Mary as are comprised in the Nant-y-Glo Mining Lease the following persons and body; (namely,)

(1.) John Crawshay Bailey, his executors, administrators, and assigns:

(2.) Crawshay Bailey, the younger, and William Bailey Partridge, as executors of Crawshay Bailey the elder, and their assigns:

(3.) The Nant-y-Glo and Blaina Ironworks Company, Limited:

(4.) The several persons described in the Second Schedule to this Act as present mortgagees and incumbrancers, and their respective successors in interest for the time being.

Act as printed by the Queen's printers to be evidence.

10. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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 SCHEDULES above referred to.

THE FIRST SCHEDULE.

Extract from Schedule to Leasing Act of 1855.

PART ONE.

HEREDITAMENTS SUBJECT TO THE LIMITATIONS OF THE ABOVE RECITED ACT OF PHILIP AND MARY.

The tract of land called Lord Abergavenny's Hills situate in the several parishes of Aberystruth, Trevethin, Llanhilleth, Mamhilad, Goitrey, Lanover, Lanfoist, and Lanwenarth Ultra, and within the manors of Abergavenny and Pellenig, in the county of Monmouth, comprising the three districts called respectively Blaen Avon, Varteg, and Nant-y-Glo, and containing in the whole about twelve thousand acres, and the ironworks, collieries, and other buildings and works thereon, and the mines and minerals therein, with the rights, members, and appurtenances.

THE SECOND SCHEDULE.

MORTGAGES OR INCUMBRANCES AND ASSIGNMENTS THEREOF AFFECTING THE INTEREST OF THE NANT-Y-GLO COMPANY IN THE NANT-Y-GLO MINING LEASE.

Date of Deed.	Parties to Deed.	Nature of Deed.	Present Mortgagees or Incumbrancers.
29 August 1871 -	1. Nant-y-Glo Company - - - 2. Crawshay Bailey the elder	Security for £120,000 - - - -	
31 August 1879 -	1. Crawshay Bailey the younger - - 2. Nant-y-Glo Company 3. William Cuthbert Quilter, Allan Morrison, Charles Eley and William Thomas Brand	Assignment of security of 29 August 1871 to secure £101,000 residue remaining unpaid of £120,000 - - -	William Cuthbert Quilter. Charles Eley. William Thomas Brand.
21 April 1874 -	1. Nant-y-Glo Company - - - 2. Richard Blaney Wade, John Oliver Hanson, Henry Paull and Eliot Thomas Yorke	Security for £49,272 12*s.* 10*d.* and further advances subject to security of 29 August 1871 - - - - -	Richard Blaney Wade. John Oliver Hanson. Henry Paull. Eliot Thomas Yorke.
1 December 1874 -	1. Nant-y-Glo Company - - - 2. Richard Shaw and Hugh Mason	Security for £100,000 to be raised by Company on debenture bonds subject to securities above stated - - -	
4 December 1875 -	1. Hugh Mason - - - - 2. Richard Shaw 3. Richard Shaw and Hugh Mason 4. Frederick Wootton Isaacson 5. Hugh Mason and Frederick Wootton Isaacson	Appointment under power of Frederick Wootton Isaacson as new trustee of deed of 1 December 1874 instead of Richard Shaw, desiring to be discharged, and assignment of trust property to continuing trustee and new trustee - -	Hugh Mason. Frederick Wootton Isaacson.

THE THIRD SCHEDULE.

Deed altering the Nant-y-Glo Mining Lease.

This Indenture, made the 14th day of June 1880, between the most Honourable William Nevill Marquess of Abergavenny of the first part; the Honourable Reginald William Bransby Nevill, commonly called the Earl of Lewes, of the second part; the Honourable Henry Gilbert Ralph Nevill, commonly called Lord Henry Gilbert Ralph Nevill, of the third part; the Honourable George Montacute Nevill, commonly called Lord George Montacute Nevill, of the fourth part; John Crawshay Bailey, formerly of Destelbergen près de Gand, in the kingdom of Belgium, then of the city of Bath and now of Avenue Road, Regent's Park, in the county of Middlesex, captain in the Royal Navy, Crawshay Bailey, of Maindiff Court, in the parish of Llantillio-Pertholey, in the county of Monmouth, Esquire, and William Bailey Partridge, of Llanfoist House, in the parish of Llanfoist, in the said county of Monmouth, Esquire, of the fifth part; and the Nant-y-Glo and Blaina Ironworks Company, Limited (being a Company duly incorporated under the Companies Acts, 1862 and 1867), of the sixth part.

Whereas by an indenture dated the 15th day of June 1859, and expressed to be made between the Right Honourable William Nevill, then Earl of Abergavenny, since deceased, of the one part, and the said John Crawshay Bailey, party hereto, Alexander Young Spearman, since deceased, and Crawshay Bailey, since deceased (executors of the will of Sir Joseph Bailey, Baronet, then deceased), and the said Crawshay Bailey, since deceased, being also party thereto in his own right, of the other part, in consideration of the rents, covenants, and provisoes therein-after reserved and contained, and on the lessees part to be respectively paid, performed, and observed, the said earl, by virtue and in exercise of the powers in him vested by the Earl of Abergavenny's Leasing Act, 1855, and of every other power him in that behalf enabling, did demise unto the said John Crawshay Bailey, Alexander Young Spearman, since deceased, and Crawshay Bailey, since deceased (therein-after called "the lessees"), their executors, administrators, and assigns, all and singular the mines, beds, veins, and quarries of iron, iron ore, ironstone, coal, limestone, slate, stone, clay, and marl, and all other minerals of every description and like substances, whether vegetable, fossil, or other, lying or being within, under, or upon all those parts of the mountainous or hill tract of land

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called Lord Abergavenny's Hills which constituted the Nant-y-Glo district mentioned in Part One of the schedule to the said Act annexed, and were situate in the parish of Aberystruth, in the county of Monmouth, and contained in the whole 1,500 acres, or thereabouts, and which were then in the tenure and occupation of the said lessees, or some or one of them, or their under tenants; and also the surface of all such parts of the same lands, and all such furnaces, buildings, works, and conveniences in and upon the same lands or any part thereof as were then in the occupation of the lessees; and also the surface of all such other parts of the same lands as the lessees, their executors, administrators, and assigns, should from time to time require to occupy or use for any of the purposes of that lease; together with the several licenses and authorities therein mentioned (such licenses and authorities, so far as it is necessary to state the same for the purposes of these presents, being licenses and authorities to open the said demised premises, and win, work, and take, manufacture, use, carry away, and dispose of all iron, iron ore, ironstone, coal, limestone, slate, stone, clay, marl, and all other minerals of every description and like substances, vegetable, fossil, or other, found within, under, and upon the demised premises, and all minerals and substances brought by the lessees, their executors, administrators, or assigns, from any other mines or lands; to make, erect, and work in and upon any parts of the said demised premises any pits, grooves, shafts, tunnels, adits, levels, cutwinds, drifts, trenches, cuts, canals, sluices, waygates, watergates, and watercourses, and any furnaces, kilns, coke and other ovens, steam and other engines, mills, gear, machinery, collieries, works, and conveniences whatsoever respectively deemed by the lessees, their executors, administrators, or assigns, necessary or convenient for finding, winning, working, taking, manufacturing, using, carrying away, and disposing of such minerals and substances from time to time, but subject to and in accordance with the proviso in that behalf therein-after contained with the consent of the said earl or other the person or persons from time to time entitled to the reversion immediately expectant on the term thereby granted, which said earl and person or persons was and were respectively comprised in the expression the reversioners therein-after contained, or if any such person or persons should be under any incapacity, with the consent of his or their guardian, committees, or trustees, to take down and remove all or any part of the furnaces then standing on the said demised premises, but so as with the like consent they erected in lieu of every furnace so taken down one other furnace on the same or some other part of the said demised premises, and also with the like consent to take down or remove any then existing houses, cottages, and buildings not being furnaces then being on the demised premises, and with the like consent to erect others in lieu thereof on the same or other parts of the demised premises, and so from time to time with the like consent to take down and remove any future furnaces, houses, cottages, and buildings on the said demised premises, and with the like consent to erect others in lieu thereof on the same or other parts of the demised premises; to make, hold, and use in and upon any parts of the said demised premises any houses, cottages, hovels, store-rooms, heap-rooms, engine-houses, sheds, stables, and other buildings, walls, works, and conveniences whatsoever, with any curtilages, yards, gardens, and places to be used therewith respectively, deemed by the

lessees, their executors, administrators, or assigns, necessary or expedient for conveniently working the said demised premises and the works thereof, or for the habitation and convenience of agents, workmen, and others, or for the accommodation of horses and cattle employed in or about the said demised premises and the works thereof, or for storing or placing implements, minerals, or other things employed, used, or gotten in or about the same), except and always reserved out of that present demise the powers for the reversioners therein mentioned (the same being powers to enter the said demised premises for the purpose of examining the state of the mines and other like purposes therein mentioned, and for the purposes of shooting game as therein mentioned); to have and to hold all and singular the said demised premises, with the appurtenances, subject to such rights of common upon the said demised lands as therein mentioned, unto the lessees, their executors, administrators, and assigns, for the term of sixty-three years from the 25th day of December 1855, yielding and paying therefor yearly and every year during the said term the clear yearly rent of £3,000, free from all deductions whatsoever, landlord's property tax only excepted, by equal quarterly payments on the 25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December in every year. And by the indenture now in recital the lessees did for themselves, their heirs, executors, administrators, and assigns, but the said John Crawshay Bailey and Alexander Young Spearman, since deceased (further than that the lessees covenants therein-after contained should and might as running with the land bind assigns) only as such executors as aforesaid, and in order so far as they lawfully or equitably could or might to bind the assets of the said Sir Joseph Bailey in the same manner (as near as might be) as if that present lease had in the lifetime of the said Sir Joseph Bailey been granted to him and the said Crawshay Bailey, since deceased, their executors, administrators, and assigns, and the said covenants had been entered into by them, the said Sir Joseph Bailey, deceased, and Crawshay Bailey, since deceased, for themselves, their heirs, executors, administrators, and assigns, enter into the several covenants therein-after contained with the said earl, his heirs, successors in estate, and assigns, such covenants, so far as it is necessary to state the same for the purposes of these presents, being covenants that the lessees would from time to time well and truly pay the said rent thereby reserved on the said several quarterly days therein-before appointed for payment thereof free from all deductions on account of any present or future landlord's or tenant's taxes, rates, assessments, charges, compositions, and impositions whatsoever other than landlord's property tax affecting the said thereby demised premises, or the landlord or tenant in respect thereof. A covenant that the lessees, their executors, administrators, or assigns, would during the continuance of the term thereby granted well and truly pay all then present and future landlord's and tenant's taxes, rates, assessments, charges, compositions, and impositions whatsoever, other than landlord's property tax, affecting the said thereby demised premises, or the landlord or tenant in respect thereof. A covenant that every furnace which should during the term thereby granted be erected by the lessees, their executors, administrators, or assigns, in lieu of any then existing or future furnace, should be provided with all sufficient and proper engines, machinery,

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apparatus, and conveniences, and should be made of the best materials and workmanship, and of the most approved size and capacity in use at the time of the erection thereof. A covenant that the lessees, their executors, administrators, and assigns, would at all times during the term thereby granted when and as often as occasion should require, well and sufficiently repair, maintain, uphold, support, and keep the said demised premises, and all furnaces, buildings, works, and conveniences from time to time forming part thereof in, by, and with all necessary reparations and amendments whatsoever, and the same would leave so repaired, maintained, upheld, supported, and kept at the expiration or sooner determination of the term thereby granted. A covenant that the lessees, their executors, administrators, or assigns, would, at the expiration or sooner determination of the said term thereby granted, quietly deliver up to the reversioners the said demised premises in good order and condition, according to the terms and conditions of those presents, and so that all the furnaces, houses, buildings, pits, shafts, ways, watercourses, air-courses, fences, works, and conveniences whatsoever which at any time within six calendar months next before the expiration or other sooner determination of the said term should be in and upon the said demised premises should be in reasonably good repair, order, and condition. A covenant that whenever the reversioners gave to the lessees, their executors, administrators, and assigns, or any of them, or left for them at or upon the said demised premises notice in writing specifying any reasonable repair, amendment, or work to be done in accordance with the terms and conditions of the indenture now in recital, the lessees, their executors, administrators, or assigns, would within four calendar months next after the delivery of such notice make or do every reasonable repair, amendment, or other work so specified. A covenant that in every case of any failure by the lessees, their executors, administrators, or assigns, to make or do within such four calendar months any such repair, amendment, or work, the reversioners might make or do the same, and provide all such materials, workmanship, and labour as should be sufficient and proper in that behalf; and a covenant that whenever the reversioners made or did any such repair, amendment, or work, the lessees, their executors, administrators, or assigns would within one calendar month after an account in writing of the repairs, amendments, or works so done, and the expense thereof should be delivered to them or any of them, or left for them on the said demised premises, repay to the reversioners the amount of such expenses, with interest at the rate of five pounds per cent. per annum thereon from the time or respective times of the expenditure thereof. And by the indenture now in recital it was provided that if and whenever the rent thereby reserved, or any part thereof, should be in arrear and unpaid, the reversioners into and upon the said demised premises or any part thereof might enter, and might distrain and seize for the rent so in arrear any coal, coke, ironstone, stone, clay, bricks, manufactured iron, tramplates, machinery, engines, carriages, rails, tools, working gear, implements, goods, chattels, and effects of the lessees, their executors, administrators, and assigns, being not only in or upon the said demised premises but also on the surface of any of the lands under which were contained the said demised mines, minerals, or substances, and might deal with and dispose of the goods, chattels, and effects so distrained as land-

lords lawfully might with respect to distresses for rents reserved by leases for years and in arrear, and might hold the goods, chattels, and effects so seized until the rent in arrear in respect whereof the same should be seized should be paid, and that without any obligation on the reversioners to deal with and dispose of the same as in case of distress. And by the indenture now in recital it was provided that the said powers of distress and seizure expressly therein-before given should not in any way prejudice any of the other rights or remedies by distress or otherwise which the reversioners would have been entitled to for the recovery of the rent thereby reserved or any part thereof if such express powers had not been given, but all the rights and remedies of the reversioners expressed or implied should be accumulative. And by the indenture now in recital it was provided that in the event of the rent thereby reserved, or any part thereof being unpaid for the space of forty days after any of the quarterly days herein-before appointed for the payment thereof, such rent having been during or after such forty days lawfully demanded, and not paid on demand, and also in the event of the breach of any of the covenants by the lessees therein contained other than their covenant for the payment of the rent, then and in every such case the reversioners, immediately or at any time thereafter, and notwithstanding any waiver expressed or implied of any prior right of re-entry under the condition now in recital, into and upon the said demised premises or any part thereof in the name of the whole might re-enter, and the same might have and enjoy as of their first or former estate, and the lessees, their executors, administrators, and assigns, and all other persons thereout might expel. And by the indenture now in recital the said earl for himself and the other reversioners, so far as he lawfully could under the Earl of Abergavenny's Leasing Act, 1855, bind himself and them, did thereby covenant with the lessees, their executors, administrators, and assigns, that the lessees, their executors, administrators, and assigns, duly paying the said rent thereby reserved, and duly performing and observing on their part the covenants and provisoes therein contained, might quietly have, hold, exercise, and enjoy the said demised premises without any claim or demand whatsoever to the contrary by the reversioners or any of them, or any person claiming by, from, under, or in trust for them or any of them:

And whereas the said Alexander Young Spearman died on or about the 14th day of August 1865:

And whereas by an indenture dated the 28th day of August 1871, and expressed to be made between the said Crawshay Bailey (since deceased) of the first part, the said John Crawshay Bailey and Crawshay Bailey, since deceased (therein described as the surviving trustees and executors of the will of the said Sir Joseph Bailey, deceased) of the second part, William Latham Bailey of the third part, Henry Bailey of the fourth part, the said William Latham Bailey and Henry Bailey of the fifth part, Sir Joseph Russell Bailey of the sixth part, the said Crawshay Bailey (party hereto) of the seventh part, John Richardson of the eighth part, James Carlton of the ninth part, and the said Nant-y-Glo and Blaina Ironworks Company, Limited (hereinafter called "the company") of the tenth part (the same indenture being an indenture whereby various freehold and leasehold properties were conveyed, assigned, or demised to the company, but such indenture being, so far as relates

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to the hereditaments and premises comprised in the said herein-before recited indenture of lease, an indenture of under-lease only, and is herein-after described as "the said herein-before recited indenture of under-lease of the 28th day of August 1871"), after reciting (among other matters and indentures) the said herein-before recited indenture of lease, and also another indenture of lease likewise dated the 15th day of June 1859, and made between the same persons as were parties to the said herein-before recited indenture of lease, whereby the said earl, in exercise of the powers of the said Earl of Abergavenny's Leasing Act, 1855, demised unto the said John Crawshay Bailey, Alexander Young Spearman, and Crawshay Bailey, since deceased, a farm and hereditaments called Pen-y-Lloyn for the term of sixty-three years at the rent and in manner therein mentioned, the said Crawshay Bailey, party hereto (in whom the premises comprised in the said two several indentures of lease were then vested by way of mortgage for parts of the terms for which the same respectively had been so as aforesaid demised by the said earl) did thereby assign, and the said Crawshay Bailey, since deceased, and John Crawshay Bailey, did thereby demise (at such request as therein mentioned) unto the company, their successors, and assigns, all and singular the lands and hereditaments comprised in and demised by the said therein recited indentures of lease of the 15th day of June 1859 respectively, together with the licenses, privileges, rights, and liberties by the said last-mentioned indentures of lease respectively conferred, and all such of the plant, steam and other engines, machines, machinery, apparatus, rolling and other mills, rails, railways, tramways, fittings, and implements, about the premises therein-before expressed to be demised as were of the nature of fixtures (except certain small portions therein mentioned of the said premises intended to be thereby demised, and which said portions had been previously assigned or sold to the two several railway companies therein mentioned, and which said portions formed part of the said hereditaments called Pen-y-Lloyn), to hold the same premises unto the company, their successors and assigns, for all the residues respectively of the aforesaid two several terms of sixty-three years and sixty-three years less the last ten days of the same terms respectively, subject to the under-leases therein mentioned or referred to in so far as they affected the same, and to the proviso lastly therein-after contained (being the proviso herein-after set out by way of recital), but freed from the said mortgage of the said Crawshay Bailey, but yielding and paying for the premises comprised in the said indenture of lease of the 15th day of June 1859 firstly therein-before recited (being the said herein-before recited indenture of lease) yearly and every year during the term of the indenture now in recital created therein the clear yearly rent of £3,000 sterling, and for the premises comprised in the said other indenture of lease of the same date the rent in the indenture now in recital mentioned, in each case free from all deductions whatsoever, landlord's property tax only excepted, by equal quarterly payments on the 25th day of March, the 24th day of June, the 29th day of September, and the 25th day of December in every year. And by the indenture now in recital the company did for themselves, their successors, and assigns, covenant with the said Crawshay Bailey, since deceased, and John Crawshay Bailey, and each of them and their as well as their respective executors and administrators, that the company, their successors, and assigns, would pay the several rents thereby reserved on the days

aforesaid, and all other rents, if any, reserved by the said several indentures of lease of the 15th day of June 1859, and further would thenceforth perform all lessees covenants contained in the said several indentures of lease of the 15th day of June 1859 respectively, and further would keep the said Crawshay Bailey, since deceased, and John Crawshay Bailey, and each of them and their as well as their respective executors and administrators, indemnified against all proceedings, costs, damages, claims, and demands, and liability for nonpayment of any of the said rents or breach of any of the said various covenants. And the indenture now in recital contained a proviso (being the proviso hereinbefore referred to) that it should be lawful for the said Crawshay Bailey, since deceased, and John Crawshay Bailey, their executors, administrators, and assigns, to exercise all such rights and remedies for enforcing payment of rent and re-entry in case of nonpayment or otherwise, and to exercise, enjoy, or have the benefit of all other rights, privileges, exceptions, reservations, and remedies of what nature or kind soever as between themselves as lessors and the company, their successors, or assigns, as lessees, during the terms for which the hereditaments respectively comprised in the said several indentures of lease of the 15th day of June 1859 respectively were thereby demised as by the same indentures were reserved to or conferred upon the said Earl of Abergavenny, the lessor thereof, his heirs and assigns, so in all respects that the indenture now in recital might be construed as if all the reservations and exceptions, powers, provisions, rights, remedies, privileges, or conditions and agreements contained in the said two several indentures of lease of the 15th day of June 1859 for the benefit and advantage or protection of the said Earl of Abergavenny, his heirs and assigns, were in the indenture now in recital repeated for the benefit, use, advantage, and protection of the said Crawshay Bailey, since deceased, and John Crawshay Bailey, their executors, administrators, and assigns:

And whereas the said Crawshay Bailey, party to and a lessee named in the said herein-before recited indenture of lease, died on or about the 9th day of January 1872, having by his will appointed the said Crawshay Bailey (party hereto and herein-after called "the said Crawshay Bailey"), the said William Bailey Partridge (party hereto), John Berry Walford (since deceased), and Thomas Davies (who died in the said testator's lifetime), his executors, and which said will was duly proved by the said Crawshay Bailey, William Bailey Partridge, and John Berry Walford, in the principal registry of Her Majesty's Court of Probate on the 12th day of March 1872:

And whereas the said Earl of Abergavenny died on or about the 16th day of August 1868:

And whereas the said marquess is now and since the death of the said earl has been the person entitled as tenant in tail male to the reversion in the said premises comprised in the said herein-before recited indenture of lease immediately expectant on the determination of the said term granted by the same indenture:

And whereas the said premises comprised in the said indenture of lease are part of the ancient entailed property of the Abergavenny family, and the said marquess is such tenant in tail male as aforesaid under or by virtue of an Act of Parliament passed in the second and third years of the reign of Philip

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and Mary, and as heir male of the body of Edward Nevill, Esquire, named in the said Act, and the said Reginald William Bransby Nevill, Earl of Lewes, is the eldest son of the said marquess, and the said Lord Henry Gilbert Ralph Nevill is the second son of the said marquess, and the said Lord George Montacute Nevill is the third son of the said marquess, and all the said three sons of the said marquess have respectively attained the age of twenty-one years, and all the other sons of the said marquess are infants under that age:

And whereas the company having for some time past discontinued and abandoned the obtaining and manufacturing of iron out of and upon the said demised premises (by which expression here and whenever hereafter named is meant the premises comprised in the said herein-before recited indenture of lease), and the company having consequently become desirous of being freed from the obligation of keeping up and repairing the furnaces, buildings, works, machinery, and conveniences on the said demised premises formerly solely used in connexion with the obtaining or manufacturing of iron, negotiations recently took place between the said marquess, the said John Crawshay Bailey, Crawshay Bailey, and William Bailey Partridge, and the company, the result of which was that an agreement was come to between the parties to the said negotiation to the following effect; that is to say, that provided the sanction of Parliament could be obtained the terms of the said herein-before recited indenture of lease and the liabilities of the lessees thereunder should be altered in the manner herein-after appearing, and that such changes should be made in the position and liabilities of the company as herein-after appearing, and that application should be made to Parliament for such sanction as aforesaid:

And whereas the said three sons (parties hereto) of the said marquess having respectively been fully informed of the nature of the said arrangement have respectively been satisfied with the reasonableness and propriety thereof, as they do respectively hereby declare:

And whereas it has been agreed that these presents shall forthwith be executed in manner herein-after appearing to the intent that the aforesaid alterations in the terms of the said herein-before recited lease, and the liability of the lessees thereunder, and in the position and liabilities of the company, may take effect on the confirmation of these presents by Parliament:

Now this indenture witnesseth, that in pursuance of the said agreement in this behalf herein-before mentioned, and in consideration of the premises, it is hereby agreed and declared between and by the said several persons and company, parties hereto, as follows; that is to say: First. The said herein-before recited indenture of lease of the 15th day of June 1859, and the said herein-before recited indenture of under-lease of the 28th day of August 1871, shall respectively for all purposes be read and construed as if the yearly rent reserved by each of the same indentures in respect of the said demised premises had been the yearly rent of £3,500 instead of the yearly rent of £3,000, and as if this present alteration of the amount of the same respective rents had been made to take effect on the 25th day of March 1879. Secondly. So far as relates to the furnaces, buildings, cottages, works, stables, and conveniences specified in the schedule hereto, and which were heretofore

used for or in connexion with the ironworks or ironstone mines on the said demised premises, the liability of the lessees (by which expression "the lessees" here and whenever herein-after used is meant the persons or person from time to time immediately liable to the said marquess and his successors in estate under the covenants contained in the said herein-before recited indenture of lease of the 15th day of June 1859, or who but for the execution of these presents and the confirmation thereof by Parliament would from time to time have been so liable) under the said herein-before recited indenture of lease of the 15th day of June 1859, and the liability of the company, their successors and assigns, under the said herein-before recited indenture of under-lease of the 28th day of August 1871, to repair, maintain, uphold, support, and keep the same furnaces, buildings, cottages, works, stables, and conveniences, and to supply the said furnaces with engines, machinery, apparatus, and conveniences, and to make or do reasonable repairs, amendments, or works of, to, or concerning the same furnaces, buildings, cottages, works, stables, and conveniences upon notice, and on failure thereof to repay the expense of repairs, amendments, or works done by the reversioners to the same as aforesaid, shall as from the date of the confirmation of these presents by Parliament cease and determine. Thirdly. From the date of the confirmation of these presents by Parliament the liability of the lessees under the said herein-before recited indenture of lease of the 15th day of June 1859, and under these presents, and of the assets of the said Sir Joseph Bailey, deceased, shall (except as herein-after provided) be limited to the payment of the said yearly rent of £3,500 and of the said present and future landlord's and tenant's taxes, rates, assessments, charges, compositions, and impositions, other than landlord's property tax, affecting the said demised premises, or the landlord or tenant in respect thereof. But this present provision shall in no way affect the right of the said marquess or other the person or persons from time to time entitled to the reversion immediately expectant on the term granted by the said last-mentioned indenture to re-enter on the said demised premises for any breach, non-observance, or non-performance of any of the covenants, stipulations, or provisions of the said lease, whether herein-before referred to or not (any such non-observance or non-performance not being in respect of the furnaces, buildings, cottages, works, stables, and conveniences specified in the schedule hereto), and shall not operate to vary, lessen, or modify or in any way to change any of the liabilities in respect of the said demised premises of the company, or any person or persons, body or bodies claiming under them; and in addition to all other rights and remedies of the said marquess or other the person or persons for the time being entitled to the reversion immediately expectant on the term granted by the said last-mentioned indenture, all and every the covenants, provisoes, and stipulations in the same indenture contained, except so far as the same relates to the furnaces, buildings, works, cottages, stables, and conveniences specified in the schedule hereto, may, during the term created by the said indenture of under-lease of the 28th day of August 1871, be enforced against the company, and all persons and bodies claiming under them, in the same manner in all respects as if the said under-lease had been, so far as respects the said demised premises, a lease of the said demised premises granted under parliamentary powers by the said marquess as lessor to the company as lessees in the same words as the

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said herein-before recited indenture of lease of the 15th day of June 1859, the names of the parties only being changed and the rent being the yearly rent of £3,500 instead of the yearly rent of £3,000, and the covenants by the company being expressed to be absolutely binding on the company, and without any such limitation of liability on the covenants as in the said herein-before recited indenture of lease of the 15th day of June 1859 appears: Provided always, that during the term created by the said recited indenture of under-lease of the 28th day of August 1871 the said yearly rent of £3,500 shall be duly and punctually paid by the said company, their successors, or assigns, to the said marquess, or other the person or persons for the time being entitled to the reversion immediately expectant on the term granted by the said indenture of lease of the 15th day of June 1859, for and on behalf of the lessees under the same indenture of lease, and no claim or demand shall be made by or on the part of the said marquess, or other the person or persons for the time being entitled as aforesaid, upon or against the same lessees or the assets of the said Sir Joseph Bailey, deceased, for or in respect of the said yearly rent of £3,500, or any part thereof, unless or until default shall have been made in payment of the same on behalf of the lessees as aforesaid by the company, their successors, or assigns, for thirty days after the same shall have first become due and payable: Provided always, that if the lessees under the said herein-before recited indenture of lease of the 15th day of June 1859 shall re-enter on the said demised premises, or any part thereof, under the power of re-entry contained in or by reference or otherwise conferred by the said indenture of under-lease of the 28th day of August 1871, or if they shall accept a surrender of the said demised premises, or any part thereof, or if they shall by operation of law or otherwise howsoever become entitled as against the company, their successors, or assigns, to the immediate possession or to the receipt of the rents and profits of the said demised premises, or any part thereof, then and in either of such cases this present third clause shall immediately cease to have any operation, and the liabilities of the lessees in respect of the entirety of the said demised premises shall forthwith be in all respects the same as if this present third clause had been entirely omitted from these presents. And fourthly, these presents shall have no operation whatever unless they are confirmed by Parliament before the end of the second session of 1880.

In witness whereof the said parties to these presents have hereunto set their hands and seals, and the said company have hereunto caused their common seal to be affixed the day and year first above written.

The Schedule herein-before referred to.

1. The blast furnaces, coke ovens, tar ovens, kilns, forges, and mills, ponds, water-courses, blacksmiths shops, fitting shops, pattern makers shop (at north-west end of Bush Hotel), and all other shops, buildings, works, and conveniences forming together the Nant-y-Glo Ironworks.

2. The cottages, mostly in ruins, situate near to the ironworks, short particulars of which are as follows:

(A.) One cottage in ruins, late Ward Williams, at the east end of Samuel's buildings.

(B.) Six cottages on north side of Cwm Crachan.

(C.) Two cottages (Mrs. Griffiths) south side of Cwm Crachan.

(D.) Three cottages adjoining Jones' buildings.
(E.) One cottage, lately occupied by Lewis under the company.
(F.) Three small lean-to cottages in rear of Shone Tiver's Row, and two cottages and stable behind Shone Tiver's Row.
(G.) Six cottages, late Thomas Davies', forming part of Perk's Row, and thirteen cottages, late Evan Davies', forming further part of ditto.
(H.) One cottage in front of No. 19, Perk's Row.
(I.) Three cottages in front of No. 24, Perk's Row.
(K.) Nine cottages, late John Thomas', part of Lower Row.
(L.) A ruinous cottage, called Carn Caudds or Fox Mound.
(M.) Ruins of a building called Tavern Maesher.
(N.) Four cottages, part of Wain Ebbw Row, and two cottages, in front of ditto.
(O.) Two cottages in Methodist Row.
(P.) Three lean-to cottages, part of Humphrey Hughes' Row.
(Q.) The old ironstone pits, and workings and buildings connected therewith.

ABERGAVENNY. (L.S.)
LEWES. (L.S.)
HENRY G. R. NEVILL. (L.S.)
GEORGE M. NEVILL. (L.S.)
JOHN C. BAILEY. (L.S.)
C. BAILEY. (L.S.)
W. B. PARTRIDGE. (L.S.)

Signed, sealed, and delivered by the above-named Marquess of Abergavenny, Earl of Lewes, Lord Henry Gilbert Ralph Nevill, and Lord George Montacute Nevill, in the presence of
Augustus B. Talbot,
47, Bedford Row,
Solr.

Common Seal of the Nant-y-Glo and Blaina Iron Works Company, Limited.

Signed, sealed, and delivered by the above-named Crawshay Bailey and William Bailey Partridge, in the presence of
Richard Baker Gabb,
Solr.,
Abergavenny.

The common seal of the above-named Nant-y-Glo and Blaina Ironworks Company, Limited, was hereunto affixed in pursuance of a resolution of the directors duly passed, in the presence of
Hugh Mason
F. Wootton Isaacson } Directors.
H. West, Secretary.
John E. Ward, Solicitor,
Newport, Mon.

Signed, sealed, and delivered by John Crawshay Bailey, in the presence of
H. D. Booth,
Solicitor.
Clerk to Messrs. Ingram, Harrison, and Ingram, 68, Lincoln's Inn Fields.

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