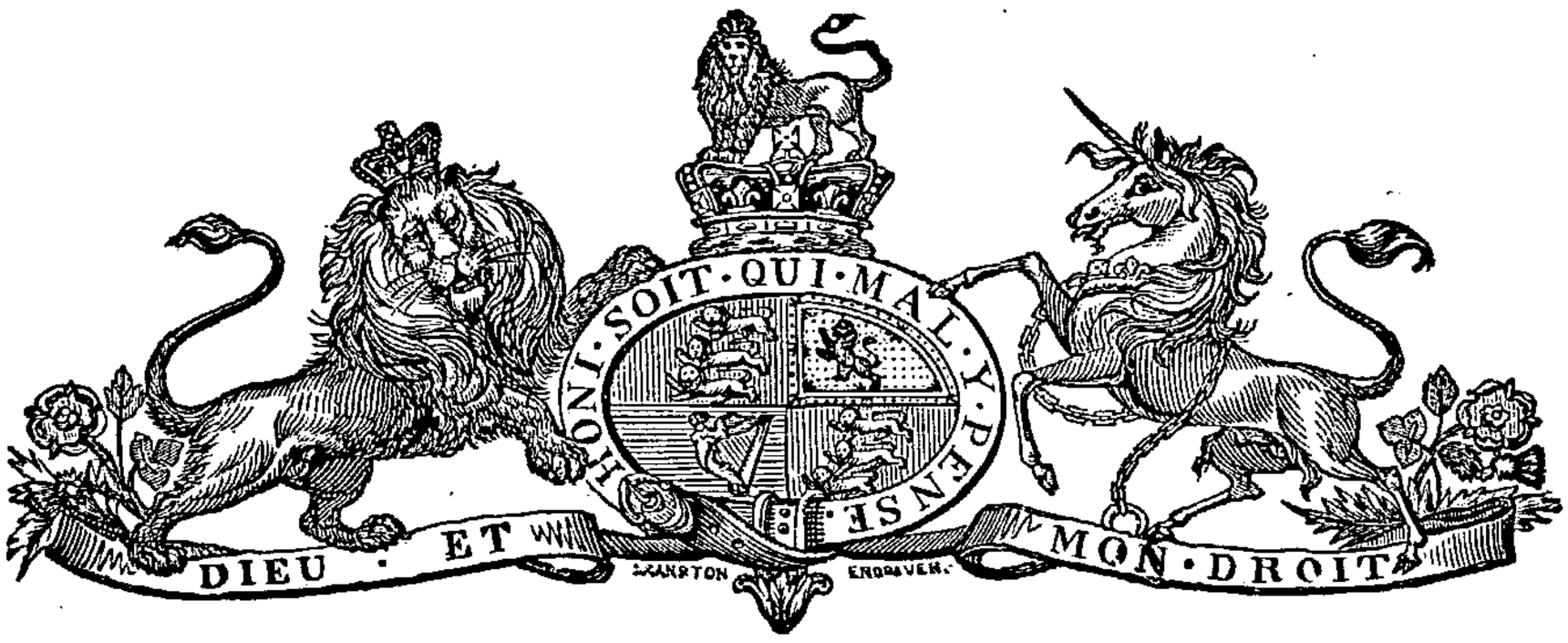


ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

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situate, standing, and being in the Parish of *Abercarne* aforesaid in the County of *Monmouth*, with all the Out-offices, Buildings, Yards, Gardens, Lawns, Pleasure Grounds, and Appurtenances to or with the same belonging or usually occupied, and all those Lands called the *Wern Hyr Fields*, the Field then held by *John Turner* adjoining them, and the Two Park Fields, and also the *High Meadow House*, and the Outhouses and Buildings belonging thereto, and the Lands then held by *William Morris*, all which Hereditaments and Premises were Parts of his Estate called the *Abercarne* Estate, to hold the same, with their Appurtenances, unto his said Wife *Charlotte Hall* and her Assigns for her Life, she keeping the said Capital Messuage or Mansion House, Hereditaments, and Premises in good Repair and Condition; and the said Testator thereby gave, devised, and bequeathed unto *George Maule* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, *John Llewellin* of *Rumney* Works in the said County of *Monmouth*, Esquire, and *Joseph Kaye* Gentleman, their Heirs, Executors, Administrators, and Assigns, the said Manor or Lordship or reputed Manor or Lordship of *Abercarne* aforesaid, and the several other Farms, Lands, Tenements, Duty of Mizes, and other Hereditaments therein mentioned or referred to, subject and without Prejudice to the Life Estate therein-before devised to his said Wife of and in the said Capital Messuage or Mansion House, Lands, and Hereditaments at *Abercarne* aforesaid, with their Appurtenances, to hold the same (subject as aforesaid), with their Appurtenances, unto and to the Use of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns for ever, in Trust, out of the yearly Rents, Issues, and Profits of the said Manor or Lordship, or reputed Manor or Lordship, Farms, Lands, Tenements, Duty of Mizes, and other Hereditaments, (subject and without Prejudice to the said Devise to his said Wife for Life,) with their Appurtenances, to pay unto his said Wife *Charlotte Hall* and her Assigns in case she should survive him, during her Life, an annual Sum or yearly Rent of Two thousand two hundred Pounds of lawful Money current in *Great Britain*, by equal half-yearly Payments as therein is mentioned, clear of all Deductions, and in addition to the Provision to which his said Wife was entitled by a certain Settlement in the said Will mentioned; and he declared his Will to be, that they the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should stand and be seised and possessed of and interested in the said Manor or Lordship, or reputed Manor or Lordship, Farms, Lands, Tenements, Duty of Mizes, and other Hereditaments, with their Appurtenances, (subject and charged as aforesaid,) upon the Trusts therein and herein-after declared concerning the same, together with his other Freehold and his Copyhold and Leasehold Estates therein-after devised and bequeathed, with their Appurtenances; and the said Testator, in further Exercise and in virtue of every Power, Estate, and Right enabling him in that Behalf, did thereby give, devise, and bequeath unto the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs, Executors, Administrators, and Assigns, all and every his Freehold, Copyhold, and Leasehold Estates in the Counties of *Monmouth* and *Glamorgan*, or one of them, or in the County of *Brecon*, of or to

which he was seised, possessed, interested, or entitled, as therein-before was mentioned, with their respective Rights, Members, and Appurtenances, and all and every other the Manors, Messuages, Lands, Tenements, and Hereditaments, Freehold, Copyhold, or Leasehold, within the Kingdom of *Great Britain* or elsewhere, to or in which he, or any Person or Persons in Trust for him, had any Estate of Freehold or Inheritance, or any Term or Terms for Years, or other Chattel Interest, in Possession, Reversion, Remainder, Expectancy, or otherwise, or of which by virtue of any special Power he was enabled to dispose by his said Will, with their respective Rights, Members, and Appurtenances, and all his Estate and Interest therein, (subject to the aforesaid Devise of his Capital Messuage or Mansion House, Lands, Hereditaments, and Premises therein-before devised to his said Wife *Charlotte Hall* for Life, and subject as to the said Manor or Lordship or reputed Manor or Lordship and other Hereditaments therein-before charged with the said annual Sum or yearly Rent of Two thousand two hundred Pounds to and for his said Wife *Charlotte Hall* and her Assigns during her Life, and also except the Estates of or to which he was solely seised or entitled as Trustee or Mortgagee, and the Estates in which he was interested as a Partner in the Copartnership in which he was then engaged with *William Crawshay* at *Cyfartha* in the said County of *Glamorgan*, with their Rights, Members, and Appurtenances,) to have and to hold the same (except as aforesaid, and subject as therein and herein before was mentioned,) unto and to the Use of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the same Hereditaments and Premises respectively, upon the Trusts therein-after expressed concerning the same, and in part herein-after mentioned, (that is to say,) as to such of the said Hereditaments and Premises as were of the Nature of Freehold, in Trust by and out of the Rents, Issues, and Profits of the same or any Part thereof, or by Sale or Mortgage of the same or any Part thereof, or by such other Ways or Means as the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, or the Survivors or Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should think proper, to raise such Sum or Sums of Money as they or he should deem necessary or proper to raise for paying and discharging such of his the said Testator's Debts and Legacies as his Personal Estate not therein-before bequeathed or disposed of by him specifically should not be sufficient to answer, and to pay and apply the Money so to be levied or raised in or towards Satisfaction and Discharge of the said Debts and Legacies accordingly; and, subject and charged as therein-before is mentioned, in Trust for Sir *Benjamin Hall* Baronet, M.P., (then *Benjamin Hall* only,) his the said Testator's eldest Son, and his Assigns, during his Life, without Impeachment of Waste; and after his Decease in Trust for the First and every other Son of the said Sir *Benjamin Hall*, severally and successively according to their respective Seniorities in Tail Male; and for Want of such Issue in Trust for *Richard Crawshay Hall*, his the said Testator's Second Son, and his Assigns, during his Life, without Impeachment of Waste; and after his Decease in Trust for the First and every other Son of the said *Richard Crawshay Hall*, severally, successively, and according to their respective Seniorities

Seniorities in Tail Male; and for Want of such Issue in Trust for *Henry Grant Hall* (in the said Will called *Henry Hall* only), his the said Testator's Third Son, and his Assigns, during his Life, without Impeachment of Waste; and after his Decease in Trust for the First and every other Son of the said *Henry Grant Hall*, severally and successively according to their respective Seniorities in Tail Male; and for Want of such Issue in Trust for *Charles Ranken Hall* (in the said Will called *Charles Hall* only), his the said Testator's Fourth Son, and his Assigns, during his Life, without Impeachment of Waste; and after his Decease in Trust for the First and every other Son of the said *Charles Ranken Hall*, severally and successively according to their respective Seniorities in Tail Male; and for Want of such Issue in Trust for the Fifth and every other Son thereafter to be born to him the said Testator by the said *Charlotte Hall* his Wife, or by any after-taken Wife, and their respective Issue, in the Order, for the Estates, and in the Manner therein-after mentioned, (that is to say,) every such after-born Son to be entitled to the said Hereditaments in the Order of his Birth during his Life, without Impeachment of Waste, and after his respective Decease the said Hereditaments to be in Trust for the First and every other Son of his Body, severally and successively according to their respective Seniorities in Tail Male, so that the First and every elder of the said Testator's said after-born Sons, and the First and every other Son of his and their Body and respective Bodies, and the Heirs Male of the Body and respective Bodies of the last mentioned Son and Sons, might always be preferred to and take before the younger of such after-born Sons and his and their Sons, and the Heirs Male of the Body and respective Bodies of the last-mentioned Son and Sons; and for Default of such Issue in Trust for the First and every other Son of his the said Testator's said Four Sons and his thereafter-born Sons severally and successively according to their respective Seniorities in Tail, the Sons of the elder of his last-mentioned Sons and the Heirs of their respective Bodies always taking before and being preferred to the Sons of the younger of his last-mentioned Sons and the Heirs of their respective Bodies; and in default of such Issue in Trust for all and every the Daughters and Daughter then born or thereafter to be born to him the said Testator by the said *Charlotte Hall* or any after-taken Wife, and their respective Assigns, as Tenants in Common, during their respective Lives, in equal Shares; and after the respective Decease of each such Daughter the respective Share in the said Hereditaments and Premises, to the Rents and Profits whereof she should or on surviving him would have been entitled as aforesaid, should be in Trust for her respective First and other Sons, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue in Trust for her respective First and other Sons, severally and successively according to their respective Seniorities in Tail; and for Default of such Issue in Trust for her respective Daughters, as Tenants in Common in Tail, in equal Shares, with cross Remainders between or among them if more than One, in Tail; and if all such last-mentioned Daughters but One should die, or if there should be but One such Daughter, in Trust for such surviving or such only Daughter, in Tail; and in default of such Issue as aforesaid of any One or more of his said Daughters, then and in that Case, and so often as the same should

should happen, as well the Share thereby originally limited in Trust for such Daughter or Daughters and her and their Issue respectively, as therein and herein before is mentioned, as the Share or Shares which by virtue of the present Clause should have survived or accrued to her or them, or to her or their Issue, as therein and herein before is mentioned, should be in Trust for his other Daughter or Daughters, in equal Shares and Proportions (if more than One), for their respective Lives, without Impeachment of Waste; and after the Decease of any such last-mentioned Daughter or Daughters, as the Case might be, the respective last-mentioned Share or Shares of or in the said Hereditaments and Premises should be in Trust for her respective Issue, Male and Female, in the Order and Course and for the Estates in or for which he the said Testator had therein-before limited and settled her original Share in the same Hereditaments; and in case all his said Daughters but One should die without such Issue as aforesaid, or he should have but One such Daughter, then and in that Case all the said Hereditaments should be in Trust for such only Daughter and her Assigns during her Life, without Impeachment of Waste; and after her Decease in Trust for her respective First and other Sons, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue in Trust for her respective First and other Sons, severally and successively according to their respective Seniorities in Tail; and for Default of such Issue in Trust for her respective Daughters, as Tenants in Common in Tail, in equal Shares, with cross Remainders between or among them if more than One, in Tail; and if all such last-mentioned Daughters but One should die, or if there should be but One such Daughter, in Trust for such surviving or such only Daughter, in Tail; and in default of such Issue in Trust for his the said Testator's own right Heirs; and by the said Will Powers are given to the said Sir *Benjamin Hall* during his Life, when of the Age of Twenty-one Years, and after his Decease to the other Sons of the said Testator, when they should respectively be entitled to the actual equitable Freehold of the same Manors and other Hereditaments, and should have attained the Age of Twenty-one Years, by Deed or Deeds, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, or by Will, executed as therein mentioned, to charge all or any Part of the said Freehold Manors and other Hereditaments therein-before devised with Jointures to the Amount of One thousand five hundred Pounds *per Annum*, and with Portions for Daughters and younger Sons to the Amount of Ten thousand Pounds, and to limit Terms of Years in the same Hereditaments for securing such Jointures and Portions in manner therein mentioned; and there is also in the said Will contained a Power of leasing the said Hereditaments for Twenty-one Years, and a Power for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, at the Request therein mentioned, to sell or exchange such Part or Parts, not exceeding in the whole One hundred Acres of the said Lands, Hereditaments, and Premises therein-before devised, as should not materially lessen or decrease the permanent Value of the adjacent Trust Estates and Property; and the said Testator thereby gave and bequeathed the Sum of Forty thousand Pounds to and for the Benefit of his younger Sons and Daughters, as therein is mentioned,

and bequeathed certain other pecuniary Legacies, and appointed the said *George Maule*, *John Llewellin*, and *Joseph Kaye* Executors of his said Will: And whereas the said *Benjamin Hall* the Testator intermarried with *Charlotte Crawshay* on or about the Sixteenth Day of *December* One thousand eight hundred and one, and departed this Life on or about the Thirty-first Day of *July* One thousand eight hundred and seventeen, without having altered or revoked his said recited Will, leaving the said *Charlotte Hall* his Widow, and the said Sir *Benjamin Hall* his eldest Son, and the said *Richard Crawshaw Hall*, *Henry Grant Hall*, *Charles Ranken Hall*, and *Charlotte Hall*, all Infants, his only Children; and soon after the Decease of the said *Benjamin Hall* the Testator his Wife *Charlotte Hall* was delivered of another Son, who was baptised by the Name of *William Thomas Hall*, and he attained his Majority on the Twenty-third Day of *March* One thousand eight hundred and thirty-nine: And whereas the said recited Will of the said *Benjamin Hall* the Testator was duly proved in the Prerogative Court of the Archbishop of *Canterbury* on or about the First Day of *September* One thousand eight hundred and seventeen by the said *George Maule*, *John Llewellin*, and *Joseph Kaye*: And whereas the said *Charlotte Hall*, the Widow of the said Testator, on or about the Nineteenth Day of *May* One thousand eight hundred and twenty-one intermarried with *Samuel Hawkins*, then of *Coram Street*, *Russell Square*, in the County of *Middlesex*, but now of *Holywell House* near *Alton* in the County of *Hants*, Esquire: And whereas the said *Henry Grant Hall* departed this Life in the Month of *July* One thousand eight hundred and twenty-two, an Infant of the Age of Twelve Years or thereabouts: And whereas by an Indenture of Appointment duly executed and attested in pursuance of the Power in that Behalf contained in the said recited Will of the said Testator, and bearing Date the Third Day of *December* One thousand eight hundred and twenty-three, and made or expressed to be made between the said Sir *Benjamin Hall* (by his then Description of *Benjamin Hall* Esquire) of the First Part, *Benjamin Waddington* Esquire of the Second Part, *Augusta Waddington* Spinster of the Third Part, *Lancelot Baugh Allen* Esquire and *William Jones* Esquire of the Fourth Part, and *George Price Watkins* Esquire and *William Thomas Williams* Esquire of the Fifth Part, (being a Settlement executed previously to the Marriage then intended between the said Sir *Benjamin Hall* and the said *Augusta Waddington*, in consideration of such Marriage, and of the Portion or Fortune of the said *Augusta Waddington*,) the said Sir *Benjamin Hall*, in exercise of the Power to him for that Purpose given by the said recited Will of the said *Benjamin Hall* the Testator, granted, limited, and appointed to the said *Augusta Waddington*, in case the said intended Marriage should take place, and she should survive the said Sir *Benjamin Hall*, (but subject and without Prejudice to the Life Interest of the said *Charlotte Hawkins* in the said Mansion House at *Abercarne* and certain Lands thereunto belonging, and as to the said Manor of *Abercarne* and Hereditaments thereunto belonging, subject to the said annual Sum of Two thousand two hundred Pounds, and also subject and without Prejudice to so much of the Mortgage and other Debts therein referred to, as, the Personal Estate of the said Testator being insufficient to liquidate, should

Indenture of Appointment, dated 3d December 1823.

should remain a Charge on his said Real Estate), One annual Sum or yearly Rent-charge of One thousand five hundred Pounds of lawful Money, tobe yearly issuing out of and charged and chargeable upon all and singular the several Freehold Hereditaments and Premises devised and settled by the said recited Will of the said *Benjamin Hall* the Testator, as therein and herein before is mentioned, and their several Appurtenances, to hold and take the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds from the Decease of the said Sir *Benjamin Hall* (but subject and without Prejudice as aforesaid) unto the said *Augusta Waddington* and her Assigns during her Life, for her Jointure, and in full Recompence, Satisfaction, and Bar of the Dower and Thirds which at the Common Law, by Custom, or otherwise, the said *Augusta Waddington* might have, claim, or demand of, in, to, or out of any Manors or other Hereditaments of which the said Sir *Benjamin Hall* should during the said then intended Coverture be seised for any Estate of Inheritance, and to be paid to her the said *Augusta Waddington* or her Assigns at the Times and in the Manner therein specified, without any Deduction whatsoever, with the usual Powers of Distress and Entry, and Detention of Possession, and Perception of the Rents and Profits of the said Premises, for better securing the said annual Sum or yearly Rent-charge; and by the said Indenture now in recital, for the Considerations aforesaid, the said Sir *Benjamin Hall*, in exercise of the Power to him for that Purpose given by the said recited Will of the said *Benjamin Hall* the Testator, limited and appointed unto the said *Lancelot Baugh Allen* and *William Jones*, in case the said then intended Marriage should take effect, and the said *Augusta Waddington* should happen to survive him, all and singular the said Freehold Hereditaments and Premises by the said Will of the said *Benjamin Hall* the Testator devised, as therein and herein before is mentioned, with their Appurtenances, to hold the same (but subject and without Prejudice as aforesaid) unto the said *Lancelot Baugh Allen* and *William Jones*, their Executors, Administrators, and Assigns, during the Term of One hundred Years, to commence from the Decease of the said Sir *Benjamin Hall*, without Impeachment of Waste, but upon the Trusts and to and for the Intents and Purposes therein expressed concerning the same, for better securing the Payment of the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, with a Proviso for the Cesser of the said Term, as therein is mentioned; and by the said Indenture now in recital, for the Considerations aforesaid, the said Sir *Benjamin Hall*, in exercise of the Power to him for that Purpose by the said recited Will given as aforesaid, subjected and charged all and singular the said Freehold Hereditaments and Premises by the same Will devised and settled, as herein-before is mentioned, and their Appurtenances, (but subject and without Prejudice as therein-before is mentioned, and to the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, therein-before limited to the said *Augusta Waddington* and her Assigns for her Life, as aforesaid, and the Powers and Remedies and Term of Years therein-before created for securing the Payment thereof), with the Payment of the Principal Sum of Ten thousand Pounds, together with Interest for the same after the Rate of Four Pounds for One hundred Pounds by the Year, for the Portion and Portions

of

of all and every the Daughter and Daughters and younger Son or younger Sons of the said Sir *Benjamin Hall* by the said *Augusta Waddington*, and to be paid and payable to or among all and every such Daughter or Daughters, younger Son or Sons, in manner therein mentioned; and by the said Indenture now in recital, for the Considerations aforesaid, the said Sir *Benjamin Hall*, in exercise of the Power to him given for that Purpose by the said recited Will of the said *Benjamin Hall* the Testator, limited and appointed unto the said *George Price Watkins* and *William Thomas Williams* (in case the said then intended Marriage should take effect) all and singular the said Freehold Hereditaments and Premises by the said Will devised as aforesaid, with their Appurtenances, to hold the same (but subject and without Prejudice as therein and herein before is mentioned, and to the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds, and the Powers and Remedies and Term of Years for securing the same,) unto the said *George Price Watkins* and *William Thomas Williams*, their Executors, Administrators, and Assigns, during the Term of Five hundred Years, to commence from the Decease of the said Sir *Benjamin Hall*, without Impeachment of Waste, upon the Trusts therein declared concerning the same, for better securing the said Sum of Ten thousand Pounds; and in the said Indenture now in recital are contained such Provisions for the Maintenance and Advancement of the Daughters and younger Sons of the said Sir *Benjamin Hall* by the said *Augusta Waddington* as are usual in the like Cases, and a Proviso for the Cesser of the said Term of Five hundred Years upon the Event therein mentioned; and by the said Indenture now in recital the said Sir *Benjamin Hall*, in exercise of the Power to him given for that Purpose by the said recited Will of the said *Benjamin Hall* the Testator, subjected and charged all and singular the said Copyhold or Customary Hereditaments by the same Will devised as aforesaid, and their and every of their Appurtenances, (but subject and without Prejudice as therein and herein before is mentioned in regard to the said Freehold Hereditaments,) with the Payment of the said annual Sum or yearly Rent-charge of One thousand five hundred Pounds for the Jointure of the said *Augusta Waddington*, and of the said Principal Sum of Ten thousand Pounds for the Portions of the Daughters and younger Sons of the said Sir *Benjamin Hall* by the said *Augusta Waddington*, and of such Interest as aforesaid, to the Intent that the said Copyhold or Customary Hereditaments might, together with the said Freehold Hereditaments and Premises, be liable to the Payment of the said Jointure and Portions as aforesaid, and that the Trustees or Trustee thereof for the Time being under the said Will might stand seised thereof accordingly; and in the said Indenture now in recital is contained a Proviso that in the Event of the Death of the said Sir *Benjamin Hall* in the Lifetime of the said *Charlotte Hawkins*, leaving the said *Augusta Waddington* surviving him, the yearly Rent-charge of One thousand five hundred Pounds therein-before limited and secured to her should, during the Lifetime of the said *Charlotte Hawkins*, but during that Period only, be reduced to Two Third Parts thereof; and in the said Indenture now in recital it was further provided, that if the said Trustees thereby appointed, or any or either of them,

should

should happen to die, or be desirous of being discharged of and from, or refuse or decline or become incapable to act in the Trusts or Powers thereby in them respectively reposed, before the said Trusts should be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful for the said *Benjamin Hall* and *Augusta Waddington*, during their joint Lives, by any Deed or Writing, to be by them sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises which should be then vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with the other Trustee or Trustees, should be thereupon with all convenient Speed conveyed, assigned, or transferred in such Sort and Manner and so that the same should be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises, and such new or other Trustee or Trustees, or if there should be no continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises, then in such new Trustees only, to the same Uses, and upon and for the same Trusts, Intents, and Purposes, and under and subject to the same Powers, Provisoes, and Declarations, as were therein-before declared and contained of and concerning the same Trust Estates, Monies, and Premises respectively, the Trustee or Trustees whereof should so die, or be desirous of being discharged, or refuse, decline, or become incapable to act as aforesaid, or of such of them as should be then subsisting and capable of taking effect; and it was thereby declared, that all and every such new Trustee or Trustees should and might in all Things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they should be so appointed, in connexion with the other then surviving or continuing Trustee or Trustees of the same Trust Estates, Monies, and Premises respectively, if there should be any such continuing Trustee or Trustees respectively, and if not then by himself and themselves respectively, as fully and effectually, and with all the same Power and Powers, Authority and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally by the said Indenture now in recital nominated a Trustee or Trustees for the Purposes for which the Trustee or Trustees in the said Indenture named, his or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees should respectively come or succeed, were or was enabled to do, or could or might have done by virtue of the same Indenture, if then living and continuing to act in the Trusts thereby reposed in them or him: And whereas, on or about the Fourth Day of *December* One thousand eight hundred and twenty-three the said Marriage was solemnized between the said Sir *Benjamin Hall* and the said *Augusta Waddington*: And whereas the said Sir *Benjamin Hall* hath Issue by his said Wife

Two surviving Children only, (namely,) *Augusta Charlotte Elizabeth Hall* and *Benjamin Hanbury Stuart Hall*: And whereas the said *William Thomas Williams*, One of the Trustees of the said lastly recited Indentures, departed this Life in the Month of *February* One thousand eight hundred and twenty-eight, leaving the said *George Price Watkins*, his Co-trustee, him surviving: And whereas, by an Indenture indorsed on the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, and bearing Date the Twenty-fourth Day of *May* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said Sir *Benjamin Hall* and Dame *Augusta* his Wife of the First Part, the said *George Price Watkins* of the Second Part, and *William Addams Williams* Esquire and the Reverend *Charles Rankin Hall* Clerk of the Third Part, after various Recitals therein contained, whereby it appeared (amongst other things) that the said *George Price Watkins* was desirous of being discharged from the Trusts of the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, the said *William Addams Williams* and *Charles Ranken Hall* were (in pursuance of the aforesaid Power for that Purpose contained in the same Indenture of Appointment) duly appointed by the said Sir *Benjamin Hall* and Dame *Augusta* his Wife to be Trustees in the Place and Stead of the said *George Price Watkins* and *William Thomas Williams*, for all the Trusts and Purposes by the same Indenture of Appointment vested in the said *George Price Watkins* and *William Thomas Williams*, or such and so many of them as were then subsisting undetermined and capable of taking effect; and by the said Indenture now in recital, for the nominal Consideration of Five Shillings, all and singular the Freehold Hereditaments and Premises by the said Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three appointed and conveyed to and in favour of the said *George Price Watkins* and *William Thomas Williams* for the said therein and herein before mentioned Term of Five hundred Years, and the Appurtenances, were assigned by the said *George Price Watkins* (subject and without prejudice as in the same Indenture of Appointment and herein-before is mentioned) unto the said *William Addams Williams* and *Charles Ranken Hall*, their Executors, Administrators, and Assigns, for the then Residue of the same Term of Five hundred Years, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the several Powers, Provisoes, Conditions, and Agreements by the same Indenture of Appointment expressed, declared, and contained of and concerning the same, or such and so many of the same as were then capable of taking effect: And whereas on the Third Day of *February* One thousand eight hundred and twenty-seven the said *Charlotte Hall*, the Daughter of the said Testator *Benjamin Hall*, intermarried with *Jenkin Davies Berrington* the younger, of *Swansea* in the County of *Glamorgan*, Esquire, by whom she hath Issue One surviving Child only, (*videlicet*,) *Arthur Vendigaid Davies Berrington*: And whereas *Richard Crawshay Hall*, the Second Son of the said Testator, intermarried with *Mary Wade* Spinster on or about the Eighth Day of *November* One thousand eight hundred and twenty-eight,

eight, and hath Issue by her Five Children only, (namely,) *Richard Morgan Hall*, *Charles Henry Hall*, *Benjamin William Hall*, *Mary Catherine Hall*, and *John Hall*, who are all Infants: And whereas the said *Charles Ranken Hall*, the Fourth Son of the said Testator, intermarried with *Harriet Baker* Spinster on or about the Second Day of *May* One thousand eight hundred and thirty-seven, and hath Issue by her One Child only, (namely,) *Ellen Hall*, an Infant: And whereas the Personal Estate of the said *Benjamin Hall* the Testator was not sufficient for the Payment of his Debts, and divers Parts of his said Freehold Estates have been sold, under the Direction of the High Court of Chancery, for the Purpose of paying his Debts and Legacies: And whereas, after paying or providing for the whole of the Debts and Legacies of the said *Benjamin Hall* the Testator, there remained a large Surplus of the Monies arising from the Sale of the said Freehold Estates, a considerable Part of which has, under the Direction of the High Court of Chancery, been invested in the Purchase of Real Estates upon the Trusts of the same Will: And whereas by an Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to authorize the granting of Mining and Building Leases of certain Parts of the Estates subject to the Trusts of the Will of* Benjamin Hall *Esquire*, *deceased*, it is (amongst other things) enacted, that after the passing of the said Act it should be lawful for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and their or his Heirs and Assigns, (as the Case might be,) but at the Request and by the Direction of the said Sir *Benjamin Hall* during his Life, and after his Decease at the Request and by the Direction therein mentioned, by any Deed or Deeds, Instrument or Instruments in Writing, to be sealed and delivered by the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, or the Survivors or Survivor of them, or their or his Heirs or Assigns, (as the Case might be,) in the Presence of and attested by Two or more credible Witnesses, and either referring or not referring to the Power now in recital, to demise or lease, or join or concur in demising or leasing, all or any Part or Parts or Share or Shares of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals lying or being in, within, or under (amongst other Hereditaments) all or any Part of the Lands and Hereditaments specified in the said First and Third Schedules to this Act annexed, with their Appurtenances, unto any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in Possession, and in and by any such Demise or Lease to grant unto the Lessee or Lessees therein to be named, and his or their Executors, Administrators, and Assigns, such Powers over the Surface of the Lands therein referred to, and such other Powers for Mining Purposes, as in the said Act particularly mentioned; and by the said Act now in recital it is enacted, that every such Demise or Lease is to be made according to certain Provisions therein particularly mentioned, and that the Rents and Royalties to be reserved on every such Demise are to be paid and applied as therein also particularly mentioned: And whereas by an Indenture of Lease, bearing Date the Fourth Day of *August* One thousand eight hundred and thirty-six, (duly executed and attested in pursuance of the aforesaid Power for

1 W. 4. c. 43.

Lease dated 4th August 1836.

for that Purpose contained in the said recited Act,) and made or expressed to be made between the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, of the First Part, the said Sir *Benjamin Hall* (by his then Description of *Benjamin Hall* Esquire) of the Second Part, and *Roger Hopkins*, *Rice Hopkins*, and *Thomas Hopkins*, all of *Plymouth* in the County of *Devon*, Civil Engineers, and *William Truman Harford Phelps* of the City of *Wells*, Gentleman, of the Third Part, for the Considerations therein mentioned, they the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, in pursuance of the Power given to them by the said recited Act of Parliament, and at the Request and by the Direction of the said Sir *Benjamin Hall*, testified as in the said Indenture now in recital is mentioned, did, in pursuance of and in conformity to the said Power contained in the said Act of Parliament, demise and lease, and the said Sir *Benjaman Hall* did demise and confirm, unto the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, all and singular the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Iron-stone, Coal, Limestone, and other Minerals, lying or being within or under the Lands firstly and secondly therein described (amongst which Lands secondly therein described are included the Lands mentioned and comprised in the said First Schedule to this Act annexed), together with full and free Liberty, Power, and Authority to and for the said Lessees, their Executors, Administrators, and Assigns, and their Miners, Agents, Workmen, and Servants, with or without Horses and Carriages, from Time to Time and at all Times during the Continuance of that Demise, at their Will and Pleasure, and at their Costs and Charges, to enter into and upon the Lands and Premises as well firstly as secondly therein-before described (including those mentioned and comprised in the said First Schedule to this Act annexed), or any Part or Parts thereof, and there dig, search for, raise, take, get, use, burn, smelt, manufacture, and dispose of all such Iron, Ironstone, Coal, Limestone, and other Minerals whatsoever as should be found in or upon the Mines, Delphs, Quarries, Beds, Veins, and Seams thereby demised, or in working or mining the same, and to dig, sink, win, work, and make such Pits, Groves, Shafts, Tunnels, Drifts, Trenches, Sluices, Way Gates, Water Gates, and Water Courses, and to make, erect, set up, and work such Furnaces, Fire Engines, Steam Engines, Iron Works, Collieries, and other Works or Contrivances as should be necessary or convenient for finding, discovering, winning, working, procuring, or conveying, or for burning, smelting, or manufacturing, such Iron, Ironstone, Coal, Limestone, or other Minerals as aforesaid, out of and from the said Mines, Quarries, Delphs, Veins, Beds, and Seams, and for making Coke for the Use of any such Furnaces and Works or otherwise, and for bringing and carrying Water for working the said Machinery, Iron Works, Collieries, and other Works, or for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines, Veins, Beds, Seams, and Works respectively; and also full and free Liberty, Licence, Power, and Authority to and for the said Lessees, their Executors, Administrators, and Assigns, to take and use sufficient Ground Room, Heap Room, and Pit Room for laying and placing the Iron and Ironstone,

Slack,

Slack, Coal, Coke, Earth, and Rubbish that should from Time to Time proceed from, or be wrought, dug, or gotten out of the said Mines, Quarries, Delphs, Veins, Beds, or Seams respectively, or from or out of any Furnace or Furnaces, Manufactories, Works, or Collieries to be erected or made as aforesaid, and to dig and get Lime and other Stones, Peat, Clay, Sand, and Spar, or other Materials in, upon, or out of any of the said Lands and Premises therein-before described, for erecting, building, and repairing the Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings therein mentioned, or any of them, and to make and burn Bricks and Tiles for that Purpose; and also full Licence, Power, and Authority to and for the said Lessees, their Executors, Administrators, and Assigns, to have, use, and take all or any of the Water flowing or which should or might flow or be made to flow in, upon, or over all or any of the said Lands and Premises therein-before described, and to turn and convert such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose or Purposes connected with the beneficial working of the said Mines (save and except so far as such Water, and the Use and Enjoyment thereof, belonged or were appropriated or annexed to the *Abercarne* Iron Works, therein mentioned, or as *William Daniel*, and Messieurs *Daniel*, *Lewis*, and Company, then used and enjoyed, or were entitled to use and enjoy the same, to which Extent the said Water, and the Use and Enjoyment thereof, were excepted out of the Demise now in recital during the Continuance of the whole Term thereby granted); and also to have, use, and enjoy such Way Leaves, Roads, Store Yards, and other like Easements and Privileges, in, upon, out of, or over all or any Part or Parts of the said Lands and Premises therein-before described, as would render the Occupation of the said Mines, Quarries, Delphs, Veins, Beds, Seams, Iron Works, and Collieries, and the Deposit, Manufacture, Sale, and Carriage of the said Iron, Ironstone, Coal, Coke, Limestone, and other Minerals and Mineral Produce, advantageous and convenient; and together with full Power and Authority for the said Lessees, their Executors, Administrators, and Assigns, to make and set up such Iron and other Railway or Railways, Tram Road or Tram Roads, Water Course or Water Courses, in, over, or upon any Part or Parts of the said Lands and Premises therein-before described, as should or might be necessary or convenient for facilitating the transporting and carrying such Iron, Ironstone, Coal, Limestone, and other Minerals as aforesaid from the said Mines, Veins, and Seams, or from any Furnace or Furnaces or other Place or Places at which the same should be deposited or manufactured as aforesaid, to any Place or Places whatsoever, or for carrying and conducting Water to or from such Mines or Works as aforesaid or any of them, and to make such Hedges, Mounds, or other Fences as should or might be proper and sufficient for separating and fencing off such Railways, Tram Roads, or Water Courses from the Lands or Grounds adjoining thereto; and also to do all such other Acts, Matters, and Things whatsoever, in and upon the said Lands and Premises therein-before described, as should or might be deemed necessary or expedient, in or about, or for discovering, pursuing, and working, the Mines, Veins, and Seams of Coal and Iron Ore thereby demised, and raising and landing the Coal and Iron Ore therefrom, and for conveying such Ore to the

Furnace or Furnaces and other Works, and there smelting the same, and for carrying on the Business of the said Iron Works at and upon the said Furnaces in a due and proper Manner; but so nevertheless that in the Exercise of the said several Liberties, Licences, Powers, and Authorities thereby given and granted as aforesaid no Damage or Injury should be done to any of the Iron or Coal Works, Lands, or other Property belonging to or possessed or enjoyed by the Owners or Owner for the Time being of the *Abercarne* Estate, therein mentioned, or any Part thereof, or other the Person or Persons for the Time being legally or equitably entitled to the Possession thereof or of any Part thereof, their or his Lessees or Tenants, adjoining or contiguous to any of the Lands or Premises therein-before described; and so that they the said Lessees, their Executors, Administrators, and Assigns, should make reasonable Satisfaction or Compensation, upon Demand, for all such Damage or Injury as should be done to any of (amongst others) the Lands and Premises mentioned or comprised in the said First Schedule to this Act annexed, the Amount of such Satisfaction or Compensation, in case of Dispute, to be settled by Reference to Arbitration in pursuance of the Clause for that Purpose therein-after contained; saving and excepting out of the Demise now in recital the Timber and other Trees and Underwood standing or growing, or which should thereafter stand or grow, upon any Part of the said Lands and Premises therein-before described, and the Right to fell the same; to have and to hold the said Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals, and the said Liberties, Licences, Powers, and Authorities, and all and singular other the Premises therein-before granted and demised or intended so to be, with their Appurtenances, unto the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, as Tenants in Common, from the Twenty-fourth Day of *June* then last past, for the Term of Ninety-nine Years thence next ensuing, at the Yearly Rents and Royalties, and under and subject to the several Covenants, Conditions, Provisoes, and Agreements therein particularly mentioned: And whereas by an Indenture bearing Date the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, and made or expressed to be made between the several Persons whose Names and Seals are thereunto subscribed and affixed (except the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, and *Robert Welsh* Esquire, *Henry Marsh* Esquire, and the Reverend *William Phelps* Clerk,) of the First Part, the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, of the Second Part, and the said *Robert Welsh*, *Henry Marsh*, and *William Phelps*, of the Third Part, (being the Deed of Settlement of the *Monmouthshire* Iron and Coal Company,) it was (amongst other things) covenanted and agreed that the several Persons Parties to the said Indenture now in recital, and such other Persons as should become Proprietors, should, during such Time as they respectively should hold any Share or Shares in the Capital of the Company, be a Company by the Name of "The *Monmouthshire* Iron and Coal Company," and that the Objects and Business of the said Company should be to erect and establish Iron and Coal

Deed of Settlement of the Monmouthshire Iron and Coal Company, dated 25th Oct. 1836.

Works

Works on (amongst other Hereditaments) the Premises comprised in and demised by the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six; and by the said Indenture now in recital it is (amongst other things) provided, that, subject and without Prejudice to the Laws and Regulations of the Company, the General Meetings of Proprietors of the said Company should have full Power to regulate and controul the Affairs and Concerns of the said Company; and that, subject and without Prejudice to the Powers given to the General Meetings of Proprietors of the said Company, the Board of Directors are to have the entire Management and Superintendence over the Affairs and Concerns of the Company, and are, in all Cases provided for by the said Indenture now in recital, or thereafter to be provided for by the General Meetings of Proprietors, to act in strict Conformity to the Laws and Regulations established by the same Indenture, or to be established by the General Meetings of Proprietors; but in all Cases for the Time being unprovided for by such Indenture, or by the General Meetings of Proprietors, the Board of Directors are to act in such Manner as may appear to them best calculated to promote the Interest of the Company: And whereas by an Indenture or Deed of Declaration of Trust and Covenant, bearing Date the same Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, and made or expressed to be made between the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, of the First Part, and the said *Robert Welsh*, *Henry Marsh*, and *William Phelps*, of the Second Part, for the Considerations therein mentioned, they the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps* covenanted and declared with the said *Robert Welsh*, *Henry Marsh*, and *William Phelps*, their Executors and Administrators, that they the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, would thenceforth stand possessed of the several Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals, and the Liberties, Licences, Powers, and Authorities, and all and singular other the Premises comprised in and granted and demised by the said herein-before in part recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and the Appurtenances, for the Residue then unexpired of the said Term of Ninety-nine Years granted by such Lease (except the last Thirty Days thereof), in Trust for the several Persons Parties to the lastly recited Indenture or Deed of Settlement, and such other Persons as should become Proprietors in the said Company during such Time as they respectively should hold Shares in the Capital of the said Company, subject nevertheless to the several Covenants, Clauses, Provisions, Matters, and Things contained in the Indenture now in recital; and in the said Indenture now in recital are contained various Covenants and Agreements on the Part of the said *Robert Welsh*, *Henry Marsh*, and *William Phelps*, securing to the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, certain Rents, Royalties, and Reservations, being in the whole more beneficial than the original Rents and Royalties reserved and made payable by the said recited Indenture of Lease: And whereas by an Indenture

Deed of Declaration of Trust and Covenant, dated 25th Oct. 1836.

Indenture of Assignment, dated 26th Dec. 1836.

Indenture bearing Date the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, and made or expressed to be made between the said *Rice Hopkins* of the First Part, the said *Thomas Hopkins* of the Second Part, and *Evan Hopkins* of *Plymouth* aforesaid, Gentleman, of the Third Part, for the Considerations therein mentioned, One equal undivided Third Part or Share of and in all that One undivided Fourth Part or Share of him the said *Rice Hopkins* of and in (amongst other things) the several Mines and Premises, Rights, Liberties, Powers, Licences, and Authorities, comprised in and demised and granted by the said herein-before recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and also of and in the several Rents, Royalties, and Reservations made payable by the said lastly-recited Indenture, as aforesaid, and of and in the Benefits to be derived from the same Indenture, and the Covenants therein contained, and of and in the full Benefit thereof, was respectively assigned by the said *Rice Hopkins* unto the said *Evan Hopkins*, his Executors, Administrators, and Assigns, thenceforth for and during the Residue of the Term of Ninety-nine Years granted by the same Lease, and for all other the Estate and Interest of the said *Rice Hopkins* therein, subject nevertheless to the Payment of a due Proportion of the Rents, Royalties, and Reservations, and to the Observance and Performance of the Covenants, Conditions, and Agreements, in the said recited Indenture of Lease contained, and which thenceforth, on the Part of the Lessees, their Executors, Administrators, and Assigns, were or ought to be paid, observed, and performed; and by the said Indenture now in recital, for the Consideration therein mentioned, all that One equal undivided Third Part or Share of and in (amongst other things) all that One undivided Fourth Part or Share of him the said *Thomas Hopkins* of and in the said several Mines and Premises, Rights, Liberties, Powers, Licences, Authorities, and all and singular other the Premises comprised in and demised by the said recited Indenture of Lease, and of and in the several Rents, Royalties, and Reservations made payable by the said lastly-recited Indenture as aforesaid, and of and in all other Benefit of the same Indenture and the Covenants therein contained, and of and in the full Benefit thereof, was assigned by the said *Thomas Hopkins* unto the said *Evan Hopkins*, his Executors, Administrators, and Assigns, thenceforth for and during the Residue of the said Term of Ninety-nine Years granted by the said recited Lease, and for all other the Estate and Interest of the said *Thomas Hopkins* therein, subject nevertheless to the Payment of a due Proportion of the Rents, Royalties, and Reservations, and to the Observance and Performance of the Covenants and Agreements, in the said recited Indenture of Lease reserved and contained, and which thenceforth, on the Part of the Lessees, their Executors, Administrators, and Assigns, were or ought to be paid, observed, and performed: And whereas by an Indenture bearing Date the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *Rice Hopkins* of the First Part, *William Alexander Long* the elder, of *Kingswood* in the County of *Wilts*, Esquire, of the Second Part, *Elizabeth Nichols Long* of the same Place, Spinster, his Daughter, of the Third Part, and *Edward Jay* of the City of *Bath*, Gentleman, and *William*

Settlement on Marriage of Mr. Rice Hopkins, dated 17th July 1838.

William Alexander Long the younger, of *Kingswood* aforesaid, Clothier, of the Fourth Part, (being the Settlement executed previously to the Marriage then in contemplation and shortly afterwards solemnized between the said *Rice Hopkins* and *Elizabeth Nichols Long*; in consideration of such Marriage,) he the said *Rice Hopkins* granted unto the said *Edward Jay* and *William Alexander Long* the younger, and the Survivor of them, his Executors, Administrators, and Assigns, One Annuity or yearly Sum of Two hundred Pounds of lawful Money of *Great Britain* and *Ireland*, to be payable during the Term of Ninety-five Years, to be computed from the Day of the Date of the Indenture now in recital, and to be charged upon and issuing out of (amongst other Hereditaments) all that One equal undivided Sixth Part or Share of him the said *Rice Hopkins* of and in (amongst other things) the said several Mines and Premises comprised in the herein-before recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and upon and out of the several Rents, Royalties, and Reservations made payable by the said recited Indenture or Deed of Declaration of Trust and Covenant of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, and to be paid by Two equal half-yearly Payments, as therein mentioned, to hold the said Annuity unto the said *Edward Jay* and *William Alexander Long* the younger, and the Survivor of them, his Executors, Administrators, and Assigns, during the said Term of Ninety-five Years, free from all Deductions whatsoever, but nevertheless upon the Trusts therein declared and herein-after mentioned, and for the better securing the said Annuity the said *Rice Hopkins* granted unto the said *Edward Jay* and *William Alexander Long* the younger, and the Survivor of them, his Executors, Administrators, and Assigns, full Power, as and when the same Annuity or any Part thereof should be in arrear, as therein mentioned, to enter into the Receipt of the said Rents, Royalties, and Reservations, and to obtain Payment thereof of and from the Parties liable to pay the same, under the same Indenture of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six; and it was by the Indenture now in recital in effect declared, that the said Trustees should stand possessed of the said Annuity upon Trust to pay the same by equal half-yearly Payments, as therein mentioned, to such Person or Persons and for such Purposes only as the said *Rice Hopkins* and *Elizabeth Nichols Long*, notwithstanding her intended Coverture, should from Time to Time by any Writing or Writings under their Hands jointly direct (but not so as to deprive themselves of the Benefit thereof by any Sale or Charge or otherwise in the Way of Anticipation), and in default of such Direction into the proper Hands of the said *Rice Hopkins* and *Elizabeth Nichols Long*, for their joint Use; and in case of the Bankruptcy or Insolvency of the said *Rice Hopkins* during the joint Lives of the said *Rice Hopkins* and *Elizabeth Nichols Long*, upon Trust thenceforth during such joint Lives to pay the same Annuity to such Person or Persons and for such Purposes only as the said *Elizabeth Nichols Long*, notwithstanding her then intended Coverture, by any Writing or Writings under her Hand should direct (but not so as to deprive herself of the Benefit thereof by any Sale or Charge or otherwise by Way of Anticipation), and in default

default of such Direction into the proper Hands of the said *Elizabeth Nichols Long*, for her sole and separate Use and Benefit, exclusively of the said *Rice Hopkins*; and, subject to the Trusts aforesaid, in Trust for all or any One or more of the Children or Grandchildren or other Issue of the said *Rice Hopkins* and *Elizabeth Nichols Long* (such Grandchildren or other Issue to be born in the Lifetime of the said *Rice Hopkins* and *Elizabeth Nichols Long*, or One of them), for such Interest or Interests, either present or future, and generally in such Manner as the said *Rice Hopkins* and *Elizabeth Nichols Long*, at any Time, or from Time to Time, during their Lives, by any Deed or Deeds, to be executed and attested as therein mentioned, or as the Survivor of them, at any Time, or from Time to Time, and as to the said *Elizabeth Nichols Long*, notwithstanding any Coverture, by any Deed or Deeds to be executed as therein mentioned, or by his or her last Will and Testament, or any Codicil or Codicils thereto, should direct or appoint; and in default of such Direction or Appointment, and subject thereto, in Trust for all and every the Child and Children of the said *Rice Hopkins* and *Elizabeth Nichols Long*, who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry, equally between or amongst them (if more than One), Share and Share alike; and in the said Indenture now in recital is contained a Proviso that in case of the Decease of the said *Rice Hopkins* without leaving Issue of the said Marriage then living (or born in due Time afterwards), and the said *Elizabeth Nichols Long* should then be living, then and in such Case the said Trustees or Trustee for the Time being should pay unto the said *Elizabeth Nichols Long*, for the Remainder of the Term of her natural Life, the annual Sum of One hundred Pounds only, Parcel of the said Sum of Two hundred Pounds, and should pay the remaining One hundred Pounds, other Parcel thereof, unto the Executors, Administrators, or Assigns of the said *Rice Hopkins*, or as they should direct; and after the Decease of the said *Rice Hopkins* and *Elizabeth Nichols Long*, in default of such Issue, upon further Trust for the Executors, Administrators, and Assigns of the said *Rice Hopkins*, for the then Residue of the said Term of Ninety-five Years: And whereas the Marriage between the said *Rice Hopkins* and *Elizabeth Nichols Long* was duly solemnized on or about the Nineteenth Day of *July* One thousand eight hundred and thirty-eight, but they have not as yet had any Child:

Indenture of Mortgage or Charge, dated 26th Nov. 1838.

And whereas by an Indenture bearing Date the Twenty-sixth Day of *November* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, of the First Part; the said *Robert Welsh* and *Richard Hodgson* of *Pewsham* in the County of *Wilts*, Mason, *Ambrose Emerson* of *Batheaston* in the County of *Somerset*, Miller and Brewer, *James Coles* of *Victoria* Iron Works in the County of *Monmouth*, Surgeon, and *John Jones* of *Brynmawr* in the County of *Brecon*, Grocer and Draper, (Five of the Board of Directors for the Time being of the said Company, called the *Monmouthshire* Iron and Coal Company,) of the Second Part; and *Henry Daubeney*, a Colonel in the Army, the Reverend *George Augustus Baker* Clerk, *Peregrine Francis Thorne*, a Major in the Army,

James

James Hammet, *Thomas Haggard*, *Richard Price*, *Henry Lacy Yea*, *Henry Marsh*, *Acheson Crozier*, and *Thomas Shew*, Esquires, all of the City of *Bath*, and the said *William Phelps*, being Eleven other of the said Board of Directors, of the Third Part, after various Recitals therein contained, whereby it appeared (amongst other things) that an Extraordinary General Meeting of the Proprietors of the said Company had authorized and empowered the Board of Directors from Time to Time to borrow and take up any Sum or Sums of Money by way of Loan, not exceeding Twenty-five thousand Pounds, in such Manner and on such Terms as they might think expedient, and to give such Mortgage or other Security upon the Property of the Company held by the Trustees and any other Persons, and also to enter into such Bonds or other Securities generally, or to procure the same to be entered into by the Company's Trustees, as they might think fit to effect such Loan, and that the Board of Directors of the said Company had in pursuance thereof resolved that a certain Number of the Directors of the said Company, not less than Ten, should be appointed to give their Bonds to every Person willing to advance any Part of the said Loan, as a Security for the Repayment of the said Principal Monies so respectively to be advanced, and Interest for the same in the meantime after the Rate of Five Pounds *per Cent. per Annum*, out of the Property and Effects of the said Company; and it also appeared that the said several Persons Parties to the said Indenture now in recital of the Third Part, being Eleven of the Directors of the said Company, had agreed to enter into such Bonds, upon being borne harmless and kept indemnified from all Loss and Damage in respect thereof in manner therein-after mentioned, and that in pursuance of the said Arrangement the said Board of Directors had contracted with the several Persons named in the Schedule to the said Indenture now in recital for the Loan to the said Company of the several Sums respectively set opposite to their Names in the said Schedule, and in pursuance of the said Agreement the said several Persons Parties thereto of the Third Part had given their joint and several Bond or Obligation to each of the said several Persons whose Names were affixed to the said Schedule in the penal Sums and Conditions therein respectively mentioned, and had agreed from Time to Time to give like Bonds to any other Person or Persons willing to advance any Part of the said Loan to the said Company, until the whole of the said Sum of Twenty-five thousand Pounds should have been so raised; it was by the said Indenture now in recital witnessed, that in consideration of the said several Persons Parties thereto of the Third Part having so given their said Bonds as aforesaid, the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, as the Trustees of the said Company, at the Request and by the Direction of the said Board of Directors, testified by Five of the Directors being Parties thereto of the Second Part, and they the said Parties thereto of the Second Part, on the Part of the said Board of Directors of the said Company, in pursuance of every Power enabling them in that Behalf, did subject and charge (amongst other Hereditaments) all and every the said Leasehold Estates, Mines, Minerals, and Premises comprised in the said Indenture or Declaration of Trust of the Twenty-fifth Day of *October* One thousand eight

eight hundred and thirty-six, so demised by the said herein-before recited Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, as aforesaid, and all and every the Houses, Edifices, and Buildings then erected, or thereafter during the Continuance of that Security to be erected thereon, by or for the said Company, and all and every the Engines, Machinery, and Gear, Railways, Tram Plates, Waggons, Tools, Implements, and other Utensils then used, or thereafter during the Continuance of the Security to be used, in or about the said Mineral Estates and Premises, or in anywise connected therewith, to and with the Payment of all such Sum and Sums of Money, Damages, Costs, Charges, and Expences as they the said several Persons Parties thereto of the Third Part, or any or either of them, or any other such Director or Directors who should at any Time thereafter join with them or any of them in giving any such Bonds as aforesaid, their or any or either of their Heirs, Executors, or Administrators, might or should pay or incur by reason or means or on account of their having so given, or by reason or means or on account of their thereafter giving, their said Bonds as aforesaid, together with Interest thereon at the Rate of Five Pounds *per Centum per Annum* from the Time or respective Times of advancing or paying the same until Payment thereof; and by the said Indenture it is provided that the total Amount of Principal Monies thereby secured or to be raised on the Security of the said Bonds should in no Case exceed the Sum of Twenty-five thousand Pounds: And whereas the Principal Sum of Twenty-four thousand five hundred Pounds, and no more, has been raised on the Security of the Bonds mentioned in the lastly-recited Indenture, and the only Persons who have given or joined in giving such Bonds are the following Directors of the said Company, (that is to say,) the said *Henry Daubeney*, *George Augustus Baker*, *Peregrine Francis Thorne*, *James Hammett*, *Thomas Haggard*, *Richard Price*, *Henry Lacy Yea*, *Henry Marsh*, *Acheson Crozier*, *Thomas Shew*, and *William Phelps*, and consequently they are the only Persons who are entitled to or interested in the Charge created by such Indenture: And whereas by Indentures of Lease and Release, bearing Date respectively the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, the Release being made or expressed to be made between *Capel Hanbury Leigh* of *Ponty Pool Park* in the County of *Monmouth*, Esquire, (therein called *Capel Leigh* only,) and *Molly Ann Leigh* his Wife (then late Dame *Molly Ann Mackworth*), of the First Part; *John Coakley Lettsom* M.D., and the Reverend *Thomas Leyson* Clerk, of the Second Part; *John Nathaniel Miers* (therein called *John Miers* only, Esquire), and *Thomas Lewis* the younger, Gentleman, of the Third Part; and *John Smith*, Esquire, and the Reverend *Edward Lewis* Clerk, of the Fourth Part, (being the Settlement executed shortly after the Marriage of the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, in pursuance of Articles entered into previously to such Marriage by an Indenture bearing Date the Twelfth Day of *April* One thousand seven hundred and ninety-seven, and made or expressed to be made between the said *Capel Hanbury Leigh*, therein called *Capel Hanbury*, of the First Part; the said *Molly Ann Leigh*, therein called Dame *Molly Ann Mackworth*, of the Second Part; and the said *John Coakley Lettsom*

Indentures of Lease and Release dated 6th and 7th Sept. 1798.

and

and *Thomas Leyson* of the Third Part,) and by virtue of a Fine *Sur conuzance de droit come ceo, &c.*, levied by the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, in pursuance of a Covenant in the said Indenture of Release now in recital contained, for the Considerations therein mentioned, amongst and together with other Hereditaments, the Lands and Hereditaments mentioned and comprised in the Second and Fourth Schedules to this Act annexed (which said Lands and Hereditaments were included in the Schedule marked with the Letter B. to the said Indenture of Release now in recital), and the Appurtenances, were conveyed and assured by the said *Capel Hanbury Leigh*, and released by his said Wife, unto the said *John Coakley Lettsom* and *Thomas Leyson*, and their Heirs, (subject to the Dower of *Jane Houghton*, since deceased, the Mother of the said *Capel Hanbury Leigh*, to the Uses, upon the Trusts, and with and under the Powers, Declarations, and Agreements therein and in part herein-after expressed concerning the same; (namely,) to the Use of the said *Capel Hanbury Leigh* and his Assigns for his Life, without Impeachment of Waste; with Remainder to the Use of the said *John Coakley Lettsom* and *Thomas Leyson*, and their Heirs, during the Life of the said *Capel Hanbury Leigh*, in Trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use and Intent that the said *Molly Ann Leigh* (in case she should survive the said *Capel Hanbury Leigh*) should yearly during her Life receive out of the Rents and Profits of (amongst other Hereditaments) the said Lands and Hereditaments comprised in the said Second and Fourth Schedules to this Act annexed One yearly Rent-charge of Eight hundred Pounds, to commence immediately after the Decease of the said *Capel Hanbury Leigh*, (the same to be in full for her Jointure, and in bar of Dower, Free Bench, or Widow's Part,) and to be payable quarterly, as therein mentioned, with the usual Powers of Distress over and Perception of the Rents and Profits of the said Lands and Hereditaments in case of Nonpayment of the said yearly Rent-charge, as therein mentioned; and, subject thereto, to the Use of the said *John Nathaniel Miers* and *Thomas Lewis*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence from the Death of the said *Capel Hanbury Leigh*, without Impeachment of Waste, upon the Trusts therein mentioned, for better securing the said yearly Rent-charge; with Remainder to the Use of all or such One or more of the Children of the said *Capel Hanbury Leigh* by the said *Molly Ann Leigh* his Wife, for such Estate and Estates, and in such Shares, with such Limitations over, and in such Manner, as the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by them both sealed and delivered in the Presence of and attested by Two or more credible Witnesses, should from Time to Time limit or appoint; and in default of and until such Limitation or Appointment, and subject thereto, then as the said *Capel Hanbury Leigh*, in case he should survive his said Wife, should from Time to Time after her Death, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him in like Manner sealed and delivered, or by his last Will and Testament, or by any Codicil or Codicils thereto, limit or appoint; and in default of and until such

last-mentioned Direction or Appointment, and subject thereto, to the Use of the said *John Smith* and *Edward Lewis*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Death of the said *Capel Hanbury Leigh*, without Impeachment of Waste, upon the Trusts therein declared for raising Portions for the younger Children of the said Marriage, as therein mentioned; with Remainder to the Use of the First and other Sons of the said *Capel Hanbury Leigh* by the said *Molly Ann Leigh* his Wife, severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of the said *Capel Hanbury Leigh*, his Heirs and Assigns, for ever; and in the said Indenture of Release now in recital are contained Powers for the said *Capel Hanbury Leigh*, after the Decease of his present Wife, to appoint to any Woman or Women whom he might marry, for her or their Life or Lives, any annual Sum not exceeding Eight hundred Pounds, Tax free, to be charged upon the several Hereditaments comprised in and released by the said Indenture of Release, and to limit a Term of Years for better securing the same annual Sum; and also (but subject and without Prejudice to the said Term of One thousand Years and the Trusts thereof) to charge such Hereditaments with the Sum of Ten thousand Pounds, and to demise the same Hereditaments for any Term of Years for securing the same, but which said Powers the said *Capel Hanbury Leigh* hath never in anywise exercised; and in the said Indenture of Release now in recital is contained a Power to exchange the Hereditaments thereby released, or any Part thereof, for others, as on reference to the said Indenture will appear, but it is apprehended that the same Power would not authorize such an Exchange as herein-after mentioned; and in the said Indenture of Release now in recital it is declared, that if the said Trustees thereby appointed, or any other Trustees to be appointed, should die before the Trusts, Powers, and Authorities thereby in them respectively vested should be fully executed, it should be lawful for the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, or the Survivor of them, by any Writing or Writings under their or her Hands and Seals, attested by Two or more credible Witnesses, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying; and that when and so often as any new Trustee or Trustees should be appointed, all and singular the Hereditaments by the said Indenture now in recital released should thereupon with all convenient Speed be conveyed and assured by the Trustee or Trustees thereof respectively for the Time being, so and in such Manner and Form as that the same should be legally and effectually vested in the surviving or continuing former Trustee or Trustees of the same Trust Premises respectively, and such new Trustee or Trustees jointly, or wholly in such new Trustee or Trustees (as the Case might require), to, for, and upon the several Uses, Trusts, Ends, Intents, and Purposes, and with, under, and subject to the Powers and Provisions by the said Indenture of Release now in recital limited and declared concerning the same respectively: And whereas the said *John Nathaniel Miers* departed this Life on or about the Nineteenth Day of *August* One thousand eight hundred and fourteen, leaving his

his Co-trustee the said *Thomas Lewis* the younger him surviving, and in whom the said Term of One hundred Years created by the lastly-recited Indentures of Lease and Release and Fine is now vested: And whereas the said *John Smith*, who afterwards took the Surname of *Leigh*, departed this Life on or about the First Day of *August* One thousand eight hundred and thirteen, leaving the said *Edward Lewis*, his Co-trustee of the said Term of One thousand Years, him surviving; and the said *Edward Lewis* departed this Life on or about the First Day of *March* One thousand eight hundred and thirty-nine, having first duly made and published his last Will and Testament in Writing, bearing Date the Twenty-third Day of *April* One thousand eight hundred and twenty-nine, and thereof appointed his Wife *Mary Lewis* sole Executrix: And whereas by an Indenture bearing Date the Eleventh Day of *April* One thousand eight hundred and thirty-nine, and made or expressed to be made between the said *Mary Lewis* of the First Part, the said *Capel Hanbury Leigh* and *Molly Ann* his Wife of the Second Part, the Right Honourable *Charles* Baron *Sudeley* and the Honourable *Thomas Charles Hanbury Tracy* of the Third Part, in pursuance of and in conformity to the Power for that Purpose given or reserved to them the said *Capel Hanbury Leigh* and *Molly Ann* his Wife by the said recited Indenture of Release of the Seventh Day of *September* One thousand seven hundred and ninety-eight, they the said *Capel Hanbury Leigh* and *Molly Ann* his Wife did appoint the said *Charles* Baron *Sudeley* and *Thomas Charles Hanbury Tracy* to be Trustees in the Place of the said *John Smith* and *Edward Lewis*, and to act in such of the Trusts of the said Term of One thousand Years created by the said recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, as were then subsisting or capable of taking effect; and for the nominal Consideration in the said Indenture now in recital mentioned (amongst and together with other Hereditaments), the Lands and Hereditaments mentioned and comprised in the Second and Fourth Schedules to this Act, and the Appurtenances, were assigned by the said *Mary Lewis*, as such Executrix as aforesaid, unto the said *Charles* Baron *Sudeley* and *Thomas Charles Hanbury Tracy*, their Executors, Administrators, and Assigns, for the then Residue of the same Term of One thousand Years, and for all the Estate to which the said *Mary Lewis* was then entitled as such Executrix as aforesaid, or which the said *Edward Lewis* was entitled to as such surviving Trustee as aforesaid, upon the several Trusts of the said Term of One thousand Years, in the said recited Indenture of Release of the Seventh Day of *September* One thousand seven hundred and ninety-eight set forth: And whereas the said *Capel Hanbury Leigh* and *Molly Ann* his Wife have never had any Child, and they are both upwards of Sixty Years of Age: And whereas the said recited Will of the said Testator *Benjamin Hall* doth not contain any Power of Sale and Exchange, except the limited Power herein-before mentioned or referred to: And whereas the Lands and Hereditaments mentioned and comprised in the said First and Third Schedules to this Act annexed adjoin certain Parts of the Estates comprised in and assured by the said recited Indentures of Lease and Release of the Sixth and Seventh

Indenture, dated 11th April 1839.

Seventh Days of *September* One thousand Seven hundred and ninety-eight, and the Minerals underneath the same Lands and Hereditaments, or the greater Part thereof, might conveniently and advantageously be gotten and worked in connexion with certain Iron Works already established on the said Estates; and the Lands and Hereditaments mentioned and comprised in the said Second and Fourth Schedules to this Act annexed adjoin and intersect certain Parts of the Estates comprised in and devised by the said recited Will of the said Testator *Benjamin Hall*, and the Minerals underneath the same Lands and Hereditaments might conveniently and advantageously be gotten and worked in connexion with certain Iron Works about to be established on the said last-mentioned Estates; and it would therefore be highly beneficial to the said Sir *Benjamin Hall*, and the several other Persons interested or who may become entitled under the said recited Will of the said Testator *Benjamin Hall*, and under the said recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-three, and to the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, the Lessees under the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and to the several Proprietors of the *Monmouthshire* Iron and Coal Company, and to the said *Evan Hopkins*, and to the several Persons interested or who may become entitled under the said recited Indenture of Settlement of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and also to the said *Capel Hanbury Leigh*, and the several other Persons interested or who may become entitled under the said recited Indentures of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and Fine levied in pursuance thereof, if the said Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands described in the said First Schedule to this Act annexed, were exchanged for the said Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands described in the said Second Schedule to this Act annexed; and it would be highly beneficial to the said Sir *Benjamin Hall*, and the several other Persons interested or who may become entitled under the said recited Will of the said Testator *Benjamin Hall*, and under the said recited Indenture of Settlement of the Third Day of *December* One thousand eight hundred and twenty-three, and also to the said *Capel Hanbury Leigh*, and the several other Persons interested or who may become entitled under the said recited Indentures of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the Fine levied in pursuance thereof, if the said Piece or Parcel of Land or Ground mentioned or described in the said Third Schedule to this Act annexed were exchanged for the said Pieces or Parcels of Land or Ground mentioned or comprised in the said Fourth Schedule to this Act annexed: And whereas at an Extraordinary General Meeting of the Proprietors of the said *Monmouthshire* Iron and Coal Company, held on the Fourteenth Day of *February* One thousand eight hundred and thirty-nine,

thirty-nine, and duly convened according to the Rules and Regulations contained in the herein-before recited Deed of Settlement of the said Company, after the Report of the Directors of the said Company which recommended the first above-mentioned Exchange was read, it was unanimously resolved that it was expedient to make such Exchange, and that the Trustees and Board of Directors of the said Company should be and they were thereby authorized to concur with the said Sir *Benjamin Hall* and *Capel Hanbury Leigh*, and such other Parties as might be interested therein, in an Application to Parliament for the necessary Powers to effect such Exchange, and to perform all such other Acts as might be expedient in relation thereto: And whereas the said several Exchanges cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Sir *Benjamin Hall*, *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, *Evan Hopkins*, *Capel Hanbury Leigh*, and the Board of Directors of the *Monmouthshire* Iron and Coal Company, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, shall, from and immediately after the passing of this Act, go, remain, and be to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations to, upon, for, with, under, and subject to which the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, stood limited and settled, or were subject and liable immediately before the passing of this Act, under or by virtue of the said in part recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and of the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, and of the said Indenture of the Eleventh Day of *April* One thousand eight hundred and thirty-nine, freed and absolutely discharged of and from all and every the Uses, Trusts, Terms of Years, Estates, Limitations, Charges, Powers, Provisoes, Covenants, Conditions, Agreements, and Declarations to which the said Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act, stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third Day of

Mines under Lands in the First Schedule to the Act given in exchange for those under the Lands in the Second Schedule.

December One thousand eight hundred and twenty-three, the said recited Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, the said recited Indenture of Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture or Deed of Declaration of Trust and Covenant of the same Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, the said recited Indenture of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and the said recited Indenture of the Twenty-sixth Day of *November* One thousand eight hundred and thirty-eight, or any of them, in lieu of and in exchange and by way of substitution for the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying and being within or under the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed.

Extinguishment of the Liberties which the Lessees under the Lease of 4th Aug. 1836, have over the Surface of the Mine given in exchange by preceding Clause.

II. Provided always, and be it further enacted, That all and singular the Liberties, Powers, and Authorities given or granted by the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, to the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, and their Miners, Agents, Workmen, and Servants, or to any other Person or Persons whomsoever, over the Surface of the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act, and particularly those empowering and authorizing them to enter into and upon such Lands and Hereditaments, or any Part or Parts thereof, and there to do the several Acts, Matters, and Things therein mentioned, shall from and immediately after the passing of this Act absolutely cease and determine and be utterly at an End.

Mines under Lands in the Second Schedule given in exchange for those under the Lands in the First Schedule.

III. And be it further enacted, That all and singular the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, shall from and immediately after the passing of this Act go, remain, and be to the Uses, and upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Term or Terms of Years, Estates, Limitations, Charges, Powers, Provisoes, Covenants, Conditions, and Agreements and Declarations to, upon, for, with, under, and subject to which the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, within or under the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third

Third Day of *December* One thousand eight hundred and twenty-three, the said recited Act passed in the First Year of the Reign of His said late Majesty King *William* the Fourth, the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, the said recited Indenture of Settlement of the Twenty-fifth day of *October* One thousand eight hundred and thirty-six, the said recited Indenture or Deed of Declaration of Trust and Covenant of the same Twenty-fifth day of *October* One thousand eight hundred and thirty-six, the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, the said recited Indenture of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and the said recited Indenture of the Twenty-sixth day of *November* One thousand eight hundred and thirty-eight, or any of them, freed and absolutely discharged of and from all and every the Uses, Trusts, Purposes, Powers, Provisoes, Agreements, and Declarations to which the said Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act, stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, or under or by virtue of the said Articles of the Twelfth Day of *April* One thousand seven hundred and ninety-seven, in pursuance of which the said last-mentioned Indentures of Lease and Release and Fine were respectively executed and levied, or under or by virtue of the said recited Indenture of the Eleventh Day of *April* One thousand eight hundred and thirty-nine, in lieu of and in exchange and by way of substitution for the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, lying or being within or under the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed.

Power for Sir Benjamin Hall and others to enter upon and use Thirty-three Acres of Land in Second Schedule for getting the Mines thereunder, and other Purposes.

IV. And be it further enacted, That it shall and may be lawful to and for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, or other the Person or Persons who under or by virtue of the Limitations and Provisions contained in the said recited Will of the said Testator *Benjamin Hall*, or under or by virtue of the aforesaid Exercise or any future Exercise of the said Power of Leasing contained in the said recited Act, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, lying or being within or under all or any of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, and their, his, and her respective Miners, Agents, Workmen, and Servants, with or without Horses, Carts, and other Carriages, from Time to Time and at

at all Times hereafter to enter into and upon such of the same Lands and Hereditaments, not exceeding in the whole Thirty-three Statute Acres, as shall be selected in manner herein-after mentioned, and there to dig, sink, win, work, make, and construct such and so many Pits, Groves, Shafts, Levels, Tunnels, Drifts, Trenches, Sluices, Way Gates, Water Gates, Water Courses, Ponds, Reservoirs, Fire Engines, Steam Engines, Machinery, Buildings, and other Works and Contrivances, and to take and make use of such and so much Ground Room, Heap Room, Pit Room, and Tip Room, and to have, use, take, and divert, for any Purpose connected with the working of the said Mines, Delphs, Quarries, Beds, Veins, Seams, and Works, or of any other Mines, Delphs, Quarries, Beds, Veins, Seams, or Works which he, she, or they, or his, her, or their Tenants respectively, shall for the Time being be entitled to work, get, or use, such of the Water flowing or which shall or may flow in or upon or over all or any of the said Lands and Hereditaments so to be selected as aforesaid; and also to arch over all or any of the Brooks or Streams flowing through or at the Side of all or any of the said Lands and Hereditaments; and also to make, use, and construct such Roads, Ways, Rail Ways, and Tram Roads in, upon, or over any Part or Parts of the said Lands and Hereditaments so to be selected as aforesaid; and to do all such other Acts, Matters, and Things whatsoever, in, upon, and over the same Lands and Hereditaments, as shall or may be deemed necessary or expedient for the winning, pursuing, and working of the Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, which shall be found within or under all or any Part or Parts of the said Lands and Hereditaments mentioned and comprised in the Second Schedule to this Act, or any adjacent Lands and Hereditaments, which they, he, or she, or their, his, or her Tenants respectively, shall for the Time being be entitled to dig, search for, raise, take, and get, and for the raising, landing, getting, depositing, transporting, and conveying of such Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals; and also in and upon the said Lands and Hereditaments so to be selected as aforesaid to make such Air Ways, Air Pits, and other Works and Contrivances as shall be deemed expedient or desirable for effectually ventilating the said Mines, Quarries, Delphs, Seams, Beds, and Veins, all such Air Ways and Air Pits to have Chimnies or Funnels thereto of the Height of Six Feet at least above the Surface; and also in and upon the said Lands and Hereditaments so to be selected as aforesaid to erect, build and set up, hold and enjoy, all such Houses, Hovels, Store Rooms, Heap Rooms, Pit Rooms, Tip Rooms, Coke Hearths, Brick Kilns, Lime Kilns, Sheds, and other Buildings, Blast and other Furnaces and Iron Works, Steam and other Engines and Machinery, Collieries and other Works, with such Yards, Gardens, Places, and other Conveniences, and to do and perform all such other Acts, Deeds, Matters, and Things whatsoever as shall or may from Time to Time be deemed needful or desirable for burning, smelting, and manufacturing the Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals aforesaid, and for transporting and conveying the same, or the Articles into which the same shall be manufactured, to or from any Place or

Places

Places wheresoever, and for making Coke, Bricks, Lime, or other Things, and for the Habitation of Servants and Workmen employed at or upon any of the Works, and for carrying and conducting Water to or from the said Works, and for otherwise carrying on and conducting all or any of the said Mining or other Works whatsoever in a due and proper Manner, or for any of such Purposes.

As to Water in Gwython and Govappy Brooks;

V. Provided always, and be it further enacted, That in case the Water in any of the said Brooks called respectively the *Gwython Vawr*, the *Gwython Vach*, and *Govappy*, shall at any Time or Times hereafter, under the Powers, Liberties, and Authorities herein-before contained, be used, taken, or diverted, then and in such Case and so often as the same shall happen the Water so used, taken, or diverted shall be restored to its original Course at as near a Place as the Nature of the Works and the Circumstances of the Case will permit, and so as not to lessen the Quantity of Water flowing to the Mill now upon the said Brook called the *Gwython Vawr*, or any other Mill or Works which may hereafter be erected on the Site of the said present Mill, and shall not be suffered to run to waste: Provided also, that the Person or Persons for the Time being taking any Lands mentioned and comprised in the said Second Schedule to this Act annexed, under or by virtue of the Powers, Liberties, and Authorities herein-before or herein-after contained, shall properly fence off the Lands so for the Time being taken as aforesaid from the Lands or Grounds adjoining thereto: Provided also, that nothing in this Act contained, nor any Exercise of any of the Powers, Liberties, or Authorities hereby given, shall prevent the Person or Persons for the Time being entitled to the Surface of any of the Lands mentioned and comprised in the said Second Schedule to this Act annexed, in or upon which any Way, Road, Rail Way, or Tram Road shall, under or by virtue of the Powers, Liberties, and Authorities herein contained, or any of them, be made, from making and using, and granting Permission to any Person or Persons whomsoever to make and use, any Occupation Way or Road, Ways or Roads, in any suitable and reasonable Place or Places across any such Way, Road, Rail Way, or Tram Road which may be so made under or by virtue of such Powers, Liberties, and Authorities, or any of them, doing as little Damage to every such last-mentioned Way, Road, Rail Way, or Tram Road as may be, and interfering as little as may be with the same or the Traffic thereon.

fencing off Land taken;

Transverse Occupation Roads.

VI. And whereas the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins* are, under or by virtue of the Covenant contained in the herein-before recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, bound to erect and build at their Expence, within the Space of Seven Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-six, Four Blast Furnaces on some convenient Part or Parts of the Lands therein firstly described, and also, unless they shall, under the Power or Option thereby given to them, either have wholly determined the said Lease, or reduced its Operation to the Lands therein firstly described, and to a Quantity not exceeding One thousand two hundred

Acres of the Lands therein secondly described, to erect and build in like Manner, within the Space of Ten Years from the said Twenty-ninth Day of *September* One thousand eight hundred and thirty-six, One additional Furnace for every Three hundred Acres of the said Lands therein secondly described, over and above the said One thousand two hundred Acres thereof, which shall for the Time being continue subject to the said Lease, or to all or any of the Powers thereby created; and in the same Lease are contained Powers enabling the said Lessees, their respective Executors, Administrators, and Assigns, either wholly to determine the said Lease in manner therein mentioned, or otherwise at any Time or Times (not being later than Fourteen Days previously to the Expiration of the said Term of Seven Years), by giving Notice as therein mentioned, to reduce or confine the Operation of the said Lease to the Lands therein firstly described, together with either One thousand two hundred Acres, One thousand five hundred Acres, One thousand eight hundred Acres, Two thousand one hundred Acres, Two thousand four hundred Acres, or Two thousand seven hundred Acres of the Lands therein secondly described, as they shall in their own Option or Election prefer: And whereas it is expedient that some Provision or Regulation should be made under the existing Circumstances, as to the Manner in which and the Persons by whom the Selection of the before-mentioned Thirty-three Statute Acres should be made; be it therefore enacted, That the said Thirty-three Statute Acres so to be selected as herein-before is provided for shall and may be selected wholly at One Time, or any Part or Parts thereof shall and may be selected at different Times; and every Selection shall be made from and out of such of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, and in such Manner respectively as herein-after mentioned, (namely,) the Lands and Hereditaments for the Time being selected, or some Part or Parts thereof, shall either adjoin upon, touch, or cross some or One or some Part or Parts of the Brooks called respectively the *Gwython Vawr*, the *Gwython Vach*, and the *Govappy*, or be Part of the Wood called *Graig y Llwyfos*, all shewn in the Map or Plan herein-after referred to, or shall adjoin upon and touch the Lands and Hereditaments previously selected, or some or One of them, or some Part or Parts thereof respectively; yet nevertheless no Part or Parts of the Lands and Hereditaments at any Time selected, unless the same be Part of the said Wood called *Graig y Llwfos*, shall be at a greater Distance than Two hundred Yards from some Part or Parts of some One of the same Brooks; and every such Selection shall, within the Limits aforesaid, be made by the Persons and in the Manner and upon the Terms following; (that is to say,) in case they the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, shall have erected and built Ten Blast Furnaces on the Lands comprised in the said Lease, or on some Part or Parts thereof, within the Time and pursuant to the Covenants therein for that Purpose contained, then and in such Case (the said Lease not having been previously forfeited, surrendered, or otherwise avoided,) they shall and may and they are hereby authorized and fully empowered to select the Whole and every Part of the

As to the Selection of the 33 Acres of Land herein-before provided for, and the Erection of certain Blast Furnaces.

the said Thirty-three Statute Acres for the Purposes aforesaid in any Situation or Situations which they may think fit; and in the meantime and until such Ten Blast Furnaces shall have been built, or in case the Whole of that Number shall not be hereafter built within the Time and pursuant to the Covenants in the same Indenture of Lease for that Purpose contained, they the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns (the said Lease not having been previously forfeited, surrendered, or otherwise avoided), shall and may and they are hereby fully authorized and empowered from Time to Time to select such Part or Parts, and so much of the same Thirty-three Statute Acres as shall be equal or proportionate to Three Acres, for or in respect of each and every such Blast Furnace as for the Time being shall have been so erected and built by them within the Time and pursuant to the Covenants in the said recited Indenture of Lease for that Purpose contained: Provided nevertheless, that until Six Furnaces shall have been so erected by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, or their respective Executors, Administrators, or Assigns, no such Selection shall be made by them of any Land in the Valley of the said Brook called *Gwython Vawr* which shall lie above a Point Thirty Statute Chains Eastward up the said Valley, commencing at the *Gwython* Mill, without the Consent in Writing of the said Sir *Benjamin Hall* or his Assigns during his Life, and after his Decease without the Consent of the Person or Persons who by virtue of the Limitations contained in the said recited Will of the said *Benjamin Hall* the Testator shall, by reason of the Exchange herein-before effected, be for the Time being entitled to the first beneficial Estate of Freehold or Inheritance of and in the Minerals lying or being within or under the Lands and Hereditaments for the Time being proposed to be selected, or her, his, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, every such Consent to be testified by some Writing or Writings, signed by the Party or Parties so consenting as aforesaid; but after such Six Furnaces shall have been so erected by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, and in the meantime and until they shall have erected such Ten Furnaces within the Time and in manner aforesaid, the said stipulated Quantity of Three Acres for every additional Furnace beyond the Six and under Ten shall (the said Lease not having been previously forfeited, surrendered, or otherwise avoided,) be selected by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, in such Situation or Situations only as shall be approved for the Purpose by the said Sir *Benjamin Hall* or his Assigns, or other the Person or Persons who after his Decease shall be so entitled as aforesaid, or her, his, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, as the Case may be, such Approval to be signified by some Writing under his, her, or

their

their Hand or Hands; but in case the said Lease shall become forfeited, surrendered, or otherwise avoided before the said Thirty-three Statute Acres shall have been wholly selected in pursuance of the Powers for that Purpose herein-before contained, or in case the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their Executors, Administrators, or Assigns, shall, under the Power for that Purpose contained in the said recited Indenture of Lease, signify their Option or Election to reduce or confine the Operation of the said Lease to the Lands therein firstly described, together with either One thousand two hundred Acres, One thousand five hundred Acres, One thousand eight hundred Acres, Two thousand one hundred Acres, Two thousand four hundred Acres, or Two thousand seven hundred Acres of the Lands therein secondly described (whereby the Number of Furnaces to be erected in pursuance of the Covenant in the said Lease would be less than Ten, and they would conséquently not be entitled under the Provision herein-before contained to select the Whole of the said Thirty-three Statute Acres), then and in every such Case, and also in every other Case (if any) in which the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, shall not have the Right of selecting the said Thirty-three Statute Acres, or any Part thereof, the Right to select the same respectively shall from Time to Time and at all Times thereafter be in the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, or the Survivors or Survivor of them, or their or his Heirs or Assigns (as the Case may be), with the Consent, nevertheless, of the said Sir *Benjamin Hall* or his Assigns during his Life, and after his Decease with the Consent of the Person or Persons for the Time being entitled as aforesaid, or her, his, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, as the Case may be (to be testified by some Writing or Writings under his, her, or their Hand or Hands); and every such Selection as herein-before is authorized to be made shall, at least One Calendar Month before any Land for the Time being selected shall be entered upon, except for the Purpose of Selection, be notified in Writing to the said *Capel Hanbury Leigh* or his Assigns, or other the Person or Persons for the Time being entitled to, or to the yearly Rents, Issues, and Profits of the Surface of the Lands which shall be so selected: Provided further, that as between the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, and their respective Executors, Administrators, and Assigns, and the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and their or his Heirs or Assigns, as the Case may be, and other the Person or Persons who under or by virtue of the Limitations and Provisions contained in the said recited Will of the said Testator *Benjamin Hall*, or under or by virtue of any future Exercise of the said Power of leasing contained in the said recited Act, shall by reason of the Exchange herein-before effected be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, lying or being

being within or under all or any of the Lands or Hereditaments mentioned and comprised in the Second Schedule to this Act annexed, such Part only of the Thirty-three Statute Acres as shall for the Time being have been selected by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, or their respective Executors, Administrators, or Assigns, under the Provisions for that Purpose herein-before contained, and the Powers, Liberties, and Authorities to be exercised thereon or in reference thereto, shall be considered as forming Part of the said Lands in the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six secondly described, and as subject to the said Indenture, and to the derivative Rights and Interests under the said recited Indenture of Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture or Deed of Declaration of Trust and Covenant of the same Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, the said recited Indenture of Settlement of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and the said recited Indenture of the Twenty-sixth Day of *November* One thousand eight hundred and thirty-eight, yet so nevertheless that the Satisfaction or Compensation for Damage shall be made to the Persons and in the Manner provided for by this Act, and not otherwise, any thing in the said recited Indenture of Lease to the contrary thereof in anywise notwithstanding.

Power for Sir Benjamin Hall to construct a Railroad.

VII. Provided always, and be it further enacted, That in the Event of the Right to select the said Thirty-three Statute Acres being (under the Provisions herein-before contained) partly in the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, and partly in the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, or the Survivors or Survivor of them, or their or his Heirs or Assigns, as the Case may be, then and in such Case it shall and may be lawful to and for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, or other the Person or Persons who, under or by virtue of the Limitations and Provisions contained in the said recited Will of the said Testator *Benjamin Hall*, or under or by virtue of any future Exercise of the said Power of leasing contained in the said recited Act, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, lying or being within or under any of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, at such Time or Times as he or they shall think fit, to make, complete, maintain, and use, in, upon, or over any Part of the said Lands and Hereditaments North of the said Brook called the *Gwython Vawr* (to be selected for the Purpose as herein-after mentioned), and at an Elevation of not less than Fifty Feet above the Level of the said Brook at the *Gwython* Mill aforesaid, and upon a regular Inclination from thence at such an

Angle as, if the same were continued to the lower End of *Trwyn* Farm, would at that Point be not less than Ten Feet above the Level of the said Brook, or at such less Elevation and upon such other Inclination as shall be approved of in Writing by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, a Rail Way or Tram Road, not exceeding Twenty-one Feet in Width, with proper Cuttings and Embankments, as Circumstances may require, and in as direct a Course as may be consistently with the Nature of the Ground, from any Part of the same Lands and Hereditaments, or from any adjacent Lands and Hereditaments comprised in and devised by the said recited Will of the said *Benjamin Hall*, for the Purpose of communciating with the *Monmouthshire* Canal, and to dig, embank, and cut, and also to carry away and use, such Soil, Stone, Trees, and other Materials, and to construct and do all such other Works and Things as may be necessary or proper for making, completing, maintaining, and using such Rail Way or Tram Road; and for the Purpose of making such Rail Way or Tram Road it shall and may be lawful to and for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and their Heirs or Assigns, (as the Case may be,) to select, as or in part of their or his Portion of the said Thirty-three Statute Acres so authorized to be selected as aforesaid (but not so as in any way to interfere with or prejudice any previous Selection then already made by the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, under any of the Powers or Provisions herein-before contained, unless such previous Selection shall have been so made as to render it impracticable with any reasonable Degree of Convenience to form such Rail Way or Tram Road in any other Part of the said Thirty-three Statute Acres), such Part or Parts of the said Lands and Hereditaments mentioned and comprised in the said Second Schedule hereunto annexed being situate on the Northern Side of the said Brook called *Gwython Vawr*, as may be necessary, at any Distance not exceeding Two hundred Yards from the said Brook, any thing herein-before contained to the contrary thereof in anywise notwithstanding: Provided also, that it shall and may be lawful to and for the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, *William Truman Harford Phelps*, and *Evan Hopkins*, their respective Executors, Administrators, or Assigns, at all Times, by themselves, their Agents, Workmen, or Servants, and with Carts, Carriages, Waggons, or otherwise, (the Weight upon each such Cart, Carriage, or Waggon not exceeding in any Case Three Tons,) to use any such Rail Way or Tram Road, or to cross or join the same, as shall or may be made under or by virtue of the Provisions last herein-before contained, nevertheless paying for such Use Tolls, Duties, and Tonnages after the same Rate as shall for the Time being be charged and taken by the Company of Proprietors of the *Monmouthshire* Canal Navigation on their Canals, Rail Roads, or Tram Roads.

As to Air Pits, &c

VIII. And be it further enacted, That such or the like Powers, Liberties, and Authorities for the making of Air Ways, Air Pits, and other

other Works and Contrivances for Ventilation, as are herein-before granted in, over, or upon the said Thirty-three Statute Acres so to be selected as herein-before is mentioned, shall and may be exercised as fully and effectually in all respects (but with the like Provision as to Chimneys or Funnels) over all or any of the other Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed.

No wilful Injury or Damage to be done to the Surface of the Lands.

IX. Provided also, and be it further enacted, That in the Exercise of all or any of the several Powers, Liberties, and Authorities hereby given in reference to all or any of the said Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed (other than and except the said Thirty-three Statute Acres so to be selected as aforesaid), as little Injury or Damage as possible shall be done to the Surface of the Lands and Hereditaments over or upon which such Powers, Liberties, and Authorities are for the Time being exercised, and particularly that the Mines or Minerals underneath the Mill or Mills and other Buildings now being upon some Part or Parts of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act shall be got in such a Manner as not to endanger the falling in of the same Mill or Mills or other Buildings, or otherwise injure or damage the same.

Pit Mouths to be secured when abandoned.

X. Provided also, and be it further enacted, That the Pits which shall, under all or any of the Powers, Liberties, and Authorities herein-before given, be opened in or upon all or any of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, and which shall not for the Time being be worked or used, shall be arched over or properly secured by the Person or Persons last using the same, as and when he, she, or they shall give up the Use thereof, whether permanently or temporarily.

Compensation for Injury to Surface.

XI. Provided always, and be it further enacted, That the Person or Persons so for the Time being exercising, using, or putting in force all or any of the Powers, Liberties, and Authorities herein-before given shall make reasonable Satisfaction or Compensation, upon Demand, to the Person or Persons entitled to the Surface of the Lands and Hereditaments for the Time being damaged or injured by the exercising, using, or putting in force of all or any of such Powers, Liberties, and Authorities, or to his, her, or their Representative or Representatives, for the Damage or Injury which shall be so done to such Lands and Hereditaments, the Amount of such Satisfaction or Compensation, in case of Dispute, to be settled by reference to Arbitration, in pursuance of the Provision for that Purpose herein-after contained, and not by Action or Suit, or in any other Manner whatsoever, without a previous Endeavour to settle the same by Arbitration; and such Satisfaction or Compensation shall in every Case be made by a gross Sum, and which gross Sum the Person or Persons for the Time being entitled to, or to the yearly Rents, Issues, and Profits of the Surface of the Lands and Hereditaments in respect of which such Satisfaction or Compensation is made, may agree for and settle; and the same shall be paid to the Person or Persons who shall be absolutely entitled to the Surface of the Lands and Hereditaments

in

in respect of which such Satisfaction or Compensation is made, if any such Person or Persons there be; but if there shall be no such Person or Persons, then the same shall be paid to Two Trustees, to be nominated in Writing by the Person or Persons for the Time being entitled to the yearly Rents, Issues, and Profits of the Hereditaments in respect of which such Satisfaction or Compensation is made, or her, his, or their respective Husband or Husbands, Guardian or Guardians, Committee or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity; and the Money so paid to such Trustees shall be laid out, with the Consent in Writing of the Person or Persons for the Time being entitled to, or to the yearly Rents, Issues, and Profits of such last-mentioned Hereditaments, or of her, his, or their respective Husband or Husbands, Guardian or Guardians, Committee or Committees, (as the Case may be,) in or towards the Discharge of any Debt or other Incumbrance (if any) affecting the said Lands and Hereditaments, or affecting other Lands and Hereditaments standing settled to the same or the like Uses, Trusts, Intents, or Purposes, and the Surplus (if any) or the Whole thereof (as the Case may be) shall be laid out, with such Consent as last aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and with, under, and subject to the like Powers, Provisoes, and Agreements, as the Lands and Hereditaments in respect of which such Compensation or Satisfaction shall be paid stand settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be subsisting undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money shall, with the like Consent, be invested in the Purchase of Three Pounds *per Centum* Consolidated or Reduced Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be sold or realized for the Purposes aforesaid, the Dividends, Interest, and annual Produce thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands, in case the same were actually purchased and settled.

No House to be erected by Lessees without the Consent of Sir Benjamin Hall, &c.

XII. Provided also, and be it further enacted, That the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their respective Executors, Administrators, or Assigns, or any Person or Persons claiming or to claim by, from, through, under, or in Trust for them or any of them, or any future Lessee or Lessees, Grantee or Grantees of all or any Part or Parts of all or any the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals and Minerals, lying or being within or under all or any of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, or any other Person or Persons whosover, shall not, under or by virtue of all or any of the Powers, Liberties, and Authorities herein-before contained (without the previous Licence and Permission in Writing of the said Sir *Benjamin Hall* or his Assigns during his Life, and after his Decease without the Licence and Permission of the Person or Persons who, under or by virtue of the Limitations contained in the said recited

Will

Will of the said Testator *Benjamin Hall*, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to the first beneficial Estate of Freehold or Inheritance of and in the Minerals lying or being within or under the Lands in respect of which such Licence and Permission are required, or her, his, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, as the Case may be), erect, build, or set up, or cause to be erected, built, or set up, upon any Part or Parts of the above-mentioned Thirty-three Statute Acres, any House, Hovel, Cottage, or other Building or Edifice for the Habitation of any Person or Persons whomsoever, or set out, or permit to be set out, any Part or Parts of such Thirty-three Statute Acres as a Garden or Pleasure Ground or other Convenience to any such House, Hovel, Cottage, or other Building or Edifice, or to any adjoining House, Hovel, Cottage, or other Building or Edifice.

Proviso as to future Lessees.

XIII. Provided also, and be it further enacted, That in any future Lease or Grant of any of the said Mines, Quarries, Delphs, Veins, Seams, and Beds, within or under all or any of the said Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, the Lessee or Lessees, or Grantee or Grantees, may be restricted or limited, by the Person or Persons making the Lease or Grant, in the Exercise and Enjoyment of all or any of the Powers, Liberties, and Authorities herein-before given, in any Manner that may be thought proper.

Power for Capel Hanbury Leigh, Esq. to enter upon Lands in First Schedule for getting the Mines thereunder.

XIV. And be it further enacted, That it shall and may be lawful to and for the said *Capel Hanbury Leigh* and his Assigns, or other the Person or Persons who, under or by virtue of the Limitations and Provisions contained in the said recited Indenture of Release of the Seventh Day of *September* One thousand seven hundred and ninety-eight, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals and Minerals, lying or being within or under all or any of the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, and his, her, and their respective Miners, Agents, Workmen, and Servants, with or without Horses, Carts, and other Carriages, from Time to Time and at all Times hereafter to enter into and upon all or any Part or Parts of the same Lands and Hereditaments marked respectively with the Numbers 10 and 11, as well in the said Map or Plan herein-after referred to as in the said First Schedule to this Act annexed, and also into and upon such Part or Parts, not exceeding in the Whole Thirty-three Acres, of the said Lands and Hereditaments marked with the Number 9 in the same Map or Plan and Schedule respectively as shall be selected in manner herein-after mentioned, and there to dig, sink, win, work, make, and construct such and so many Pits, Groves, Shafts, Tunnels, Levels, Drifts, Trenches, Sluices, Way Gates, Water Gates, Water Courses, Ponds, Reservoirs, Fire Engines, Steam Engines, Machinery, Buildings necessary for Mining Purposes, and other Works and Contrivances, and to take and make use of such and so much Ground Room,

Heap Room, Pit Room, and Tip Room, and to have, use, take, and divert, for any Purpose connected with the working of the said Mines, Delphs, Quarries, Beds, Veins, Seams, and Works, or of any other Mines, Delphs, Quarries, Beds, Veins, Seams, or Works, which he, she, or they, or his, her, or their Tenants respectively, shall for the Time being be entitled to work, get, or use, such of the Water flowing or which shall or may flow in or upon or over all or any of the same Lands and Hereditaments, and also to make, use, and construct such Roads, Ways, Rail Ways, and Tram Roads in, upon, or over any Part or Parts of the same Lands and Hereditaments, and to do all such other Acts, Matters, and Things whatsoever, in, upon, and over the same Lands and Hereditaments as shall or may be deemed necessary or expedient for the winning, pursuing, and working of the Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals whatsoever, which shall be found within or under all or any Part or Parts of the same Lands and Hereditaments, or any adjacent or other Lands and Hereditaments, and which he, she, or they, or his, her, or their Tenants respectively shall for the Time being be entitled to dig, search for, raise, take, and get, and for the raising, landing, getting, depositing, transporting, and conveying of such Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals; and also in and upon the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, or any Part or Parts thereof, to make such Air Ways, Air Pits, and other Works and Contrivances as shall be deemed necessary or desirable for effectually ventilating the said Mines, Quarries, Delphs, Seams, Beds, and Veins, all such Air Ways and Air Pits to have Chimnies or Funnels thereto of the Height of Six Feet at least above the Surface; (yet nevertheless the several Powers, Liberties, and Authorities herein-before given are, as regards the Lands and Hereditaments marked respectively with the Numbers Ten and Eleven, as well in the said Map or Plan herein-after referred to as in the said First Schedule to this Act annexed, intended to be granted to such an Extent only as the same could have been lawfully granted by the said *Benjamin Hall* the Testator, if now living, as Lord of the Manor or otherwise;) and also in and upon the Part or Parts (not exceeding in the whole Thirty-three Statute Acres) of the said Lands and Hereditaments marked with the Number Nine in the said Map or Plan and First Schedule respectively, to be selected in manner herein-after mentioned, to erect, build, set up, hold, and enjoy all such Houses, Hovels, Store Rooms, Heap Rooms, Pit Rooms, Tip Rooms, Coke Hearths, Brick Kilns, Lime Kilns, Sheds, and other Buildings, Blast and other Furnaces, and Iron Works, Steam and other Engines, and Machinery, Collieries and other Works, with such Yards, Gardens, Places, and other Conveniences, and to do and perform all such other Acts, Matters, and Things whatsoever as shall or may from Time to Time be deemed needful or desirable for burning, smelting, and manufacturing the Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals aforesaid, and for transporting and conveying the same, or the Articles into which the same shall be manufactured, to or from any Place or Places whatsoever, and for making Coke, Bricks, Lime,

and

and other Things, and for the Habitation of Servants and Workmen employed at or upon any of the said Mining or other Works whatsoever, and for carrying or conducting Water to or from the said Works for any Purpose whatsoever, and for otherwise carrying on and conducting all or any of the said Mining or other Works whatsoever in a due and proper Manner, or for any of such Purposes: Provided always, that nothing in this Act contained shall extend or be deemed or construed to extend to authorize or permit the said *Capel Hanbury Leigh*, or his Assigns, or other the Person or Persons entitled as last aforesaid, or his, her, or their respective Miners, Agents, Workmen, or Servants, to divert or prevent from flowing into the Brooks called respectively the *Gwython Vawr*, the *Gwython Vach*, the *Govappy*, and *Carne Brook*, or any of them, all or any of the Springs or other Sources by which the same are or is now supplied, or to injure all or any of such Springs or Sources.

As to Water in Carne Brook;

XV. Provided always, and be it further enacted, That in case the Water in the Brook called *Carne Brook*, shewn in the said Map or Plan herein-after referred to, shall at any Time or Times hereafter, under the Powers, Liberties, and Authorities herein-before contained, be used, taken, or diverted, then and in such Case, and so often as the same shall happen, the Water so used, taken, or diverted shall be restored to its original Course at as near a Place as the Nature of the Works and the Circumstances of the Case will permit, and so as not to lessen the Quantity of Water flowing to the Mill now upon such Brook, or any other Mill or Works which may hereafter be erected on the Site of the said present Mill, and shall not be suffered to run to waste: Provided also, that the Person or Persons for the Time being taking any Lands mentioned and comprised in the said First Schedule to this Act annexed, under or by virtue of the Powers, Liberties, and Authorities herein-before contained, shall properly fence off the Lands so for the Time being taken as aforesaid from the Lands or Grounds adjoining thereto: Provided also, that nothing in this Act contained, nor any Exercise of any of the Powers, Liberties, and Authorities hereby given, shall prevent the Person or Persons for the Time being entitled to the Surface of any of the Lands mentioned and comprised in the said First Schedule to this Act annexed, in or upon which any Way, Road, Rail Way, or Tram Road shall, under or by virtue of the Powers, Liberties, and Authorities herein-before contained, or any of them, be made, from making and using, and granting Permission to any Person or Persons whomsoever to make and use, any Occupation Way or Road, Ways or Roads, in any suitable and reasonable Place or Places across any such Way, Road, Rail Way, or Tram Road which may be so made under or by virtue of such Powers, Liberties, and Authorities, or any of them, doing as little Damage to every such last-mentioned Way, Road, Rail Way, or Tram Road as may be, and interfering as little as may be with the same or the Traffic thereon.

fencing off Land taken;

Transverse Occupation Roads.

As to Selection of Thirty-three Acres by Ca-

XVI. And be it further enacted, That the said Thirty-three Statute Acres lastly herein-before authorized to be selected as aforesaid shall and may be selected at One Time, or any Part or Parts thereof may be selected at different Times; and every such Selection shall be made by

pel Hanbury Leigh, Esq. &c.

by the said *Capel Hanbury Leigh* or his Assigns, or other the Person or Persons who by virtue of the Limitations contained in the said recited Indenture of Release of the Seventh Day of *September* One thousand seven hundred and ninety-eight shall for the Time being be entitled to the first beneficial Estate of Freehold or Inheritance of and in the Minerals lying and being under the Lands and Hereditaments for the Time being selected, or of her, his, or their Husband or Husbands, Guardian or Guardians, Committee or Committees, in case of the Coverture, Infancy, Lunacy, Idiotcy, or other Incapacity of such Person or Persons; and such Selection, when made, shall (at least One Calendar Month before any Land for the Time being selected shall be entered upon, except for the Purpose of Selection,) be notified in Writing to the Person or Persons for the Time being entitled to, or to the yearly Rents, Issues, and Profits of the Surface of the Land which shall be so selected.

Proviso against wilful Injury to the Surface.

XVII. Provided also, and be it further enacted, That in the Exercise of all or any of the several Powers, Liberties, and Authorities hereby given over all or any of the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, (other than and except the said Thirty-three Statute Acres to be selected as lastly herein-before mentioned,) as little Injury or Damage as may be shall be done to the Surface of the Lands and Hereditaments over or upon which such Powers, Liberties, and Authorities are for the Time being exercised.

Pit Mouths to be secured when abandoned.

XVIII. Provided also, and be it further enacted, That the Pits which shall, under all or any of the Powers, Liberties, and Authorities herein-before given, be opened in or upon all or any of the Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, and which shall not for the Time being be worked or used, shall be arched over or properly secured by the Person or Persons last using the same, as and when he, she, or they shall give up the Use thereof, whether permanently or temporarily.

Power to Capel Hanbury Leigh, Esq. to construct a Railway.

XIX. And be it further enacted, That it shall and may be lawful to and for the said *Capel Hanbury Leigh* and his Assigns, or other the Person or Persons who, under or by virtue of the Limitations and Provisions contained in the said recited Indenture of Release of the Seventh Day of *September* One thousand seven hundred and ninety-eight, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, lying or being within or under all or any of the Lands and Hereditaments marked with the Number Nine as well in the Map or Plan herein-after referred to as in the said First Schedule to this Act annexed, at such Time or Times as he or they shall think fit, to make, complete, maintain, and use, in the Northern Side of the said Brook called *Carne Brook*, a Rail Way or Tram Road not exceeding Twenty-one Feet in Width, with proper Cuttings and Embankments, as Circumstances may require, and extending in as direct a Course as may be consistently with the Nature of the Ground,

Ground, from any Part of the said Lands and Hereditaments marked with the Number Nine in the said Map or Plan herein-after referred to and in the said First Schedule to this Act annexed, or from any adjacent Lands and Hereditaments comprised in the said recited Indenture of the Seventh Day of *September* One thousand seven hundred and ninety-eight, to or near to the Eastern Extremity of a certain Rail Way lately constructed by the said *Monmouthshire* Iron and Coal Company, for the Purpose of joining the same at any Part thereof (and which said last-mentioned Rail Way extends from a certain Coal Pit called *Cwm Carne Pit* to the *Monmouthshire* Canal, at or near a certain Bridge called *Pontywayn*), and for that Purpose to enter into and upon, and to survey, set out, and appropriate, such Parts of the said Lands and Hereditaments marked with the Number Nine in the said Map or Plan herein-after referred to, and in the said First Schedule to this Act annexed, and of any other Lands and Hereditaments comprised in and devised by the said recited Will of the said *Benjamin Hall* the Testator, or made subject to the Limitations and Provisions of the said Will by virtue of the Exchange herein-after effected, or otherwise, and there to dig, embank, and cut, and also to carry away and use, such Soil, Stone, Trees, and other Materials, and to construct and do all such other Works and Things as may be necessary or proper for making, completing, maintaining, and using such Rail Way or Tram Road, he the said *Capel Hanbury Leigh* and his Assigns, or other the Person or Persons so making, completing, maintaining, and using such Rail Way or Tram Road as aforesaid, not injuring or interfering with any Buildings or Gardens which now exist in or upon the said Lands and Hereditaments, and not diverting from its natural Course any Water flowing into, upon, or through the same Lands and Hereditaments, and doing as little Damage as may be in the Exercise of the Powers hereby granted, and making full and reasonable Satisfaction or Compensation, in manner hereafter mentioned, to the Person or Persons entitled to, or to the yearly Rents, Issues, and Profits of the Lands and Hereditaments which shall be taken, used, or injured, for all the Damages to be by them sustained by the Exercise of any of the Powers hereby granted: Provided always, that it shall and may be lawful to and for the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, or other the Person or Persons who under or by virtue of the Limitations and Provisions contained in the said recited Will of the said *Benjamin Hall* the Testator, or under or by virtue of the aforesaid Exercise or any future Exercise of the said Power of leasing contained in the said recited Act, shall, by reason of the Exchange herein-before effected, be for the Time being entitled to work and get all or any of the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone and other Stone, Clay, Sand, Spar, and other Ores, Metals, and Minerals, lying or being within or under all or any of the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act annexed, or who under or by virtue of the Limitations and Provisions contained in the same Will, or under or by virtue of the aforesaid Exercise or any future Exercise of the same Power of leasing, or under or by virtue of the said Exchange herein-after effected, shall for the Time being be entitled to any other adjoining or neighbouring Lands and Hereditaments, at all

Times to use the said Rail Way or Tram Road hereby authorized to be made as aforesaid, or any Part thereof, paying Tolls, Duties, and Tonnages after the same Rate as shall for the Time being be charged and taken by the said Company of Proprietors of the *Monmouthshire* Canal on their Rail Roads; and also to make and to use, and to grant Permission to any other Person or Persons whomsoever to make and use, upon his or their own Lands and Hereditaments respectively, or (with the requisite Consent) upon any other Lands and Hereditaments, any Occupation Way or Road, Ways or Roads, or any Rail Way or Tram Road, Rail Ways or Tram Roads, in any suitable and reasonable Place or Places up to or across the said Rail Way or Tram Road hereby authorized to be made as aforesaid, in order to communicate with or traverse the same, doing as little Damage to such last-mentioned Rail Way or Tram Road as may be.

Compensation for Injury to the Surface.

XX. Provided always, and be it further enacted, That the Person or Persons so for the Time being exercising, using, or putting in force all or any of the Powers, Liberties, and Authorities herein-before given, in, over, or upon the said Lands and Hereditaments marked with the Number Nine in the said Map or Plan herein-after referred to and in the said First Schedule to this Act annexed, or in, over, or upon any other Lands and Hereditaments comprised in and devised by or made subject to the Limitations and Provisions of the said recited Will of the said *Benjamin Hall* the Testator (other than and except the said Lands and Hereditaments marked with the Numbers Ten and Eleven in the same Map or Plan and First Schedule respectively), shall make reasonable Satisfaction or Compensation, upon Demand, to the Person or Persons entitled to, or to the yearly Rents, Issues, and Profits of the Lands and Hereditaments, or the Surface of the Lands and Hereditaments, for the Time being damaged or injured by the exercising, using, or putting in force of all or any of such Powers, Liberties, and Authorities, or to his, her, or their Representative or Representatives, for the Damage or Injury which shall be so done to such Lands and Hereditaments, the Amount of such Satisfaction or Compensation, in case of Dispute, to be settled by reference to Arbitration in pursuance of the Provision for that Purpose herein-after contained, and not by Action or Suit, or in any other Manner whatsoever, without a previous Endeavour to settle the same by Arbitration; and such Satisfaction or Compensation shall in every Case be made by a gross Sum (and which gross Sum the Person or Persons for the Time being entitled to the yearly Rents, Issues, and Profits of the Lands and Hereditaments or Surface respectively in respect of which such Satisfaction or Compensation is made may agree for and settle), and the same shall be paid to the Person or Persons who shall be absolutely entitled to the Lands and Hereditaments or Surface respectively, as the Case may be, in respect of which such Satisfaction or Compensation is made, if any such Person or Persons there be; but if there shall be no such Person or Persons, then the same shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, and the same shall be applied and disposed of in such and the like Manner and to the same Account as the Monies to be paid into the said Bank pursuant to the said recited Act of the First Year of the Reign of His late Majesty

Majesty King *William* the Fourth are therein directed to be applied and disposed of.

As to future Lessees.

XXI. Provided also, and be it further enacted, That in any future Lease or Grant of any of the said Mines, Quarries, Delphs, Veins, Seams, and Beds, within or under all or any of the said Lands and Hereditaments mentioned and comprised in the said First Schedule to this Act annexed, the Lessee or Lessees, Grantee or Grantees, may be restricted or limited, by the Person or Persons making the Lease or Grant, in the Exercise and Enjoyment of all or any of the Powers, Liberties, and Authorities herein-before given, in any Manner that may be thought proper.

Provision for Arbitration.

XXII. And be it further enacted, That in case any Difference or Dispute shall arise as to the Amount of the Satisfaction or Compensation to be paid for the Damage or Injury to any of the Lands and Hereditaments, for the Damage or Injury whereof Satisfaction or Compensation is herein-before directed to be made as aforesaid, then every such Matter or Dispute shall be referred to the Arbitration of Three indifferent Persons, or a Majority of them, One of such Persons to be named by One of the Parties in difference (whether consisting of One or more Individuals), another of such Persons to be named by the other of such Parties (whether consisting of One or more Individuals), and the Third to be named by the Two so first chosen, within Twenty-one Days of the Appointment of such One of the said Two Arbitrators as shall last have been chosen; and the said Arbitrators, or any Two of them, shall hear, settle, and determine the Matter in question or dispute, and make their Award under their Hands, which shall be final and conclusive; and all such Acts, Deeds, Matters, and Things shall forthwith be had, made, done, and executed as shall be required by the said Award: Provided always, that in case either of the Parties shall refuse or neglect to appoint an Arbitrator on his, her, or their Behalf, for the Space of Twenty-one Days after he, she, or they shall have been thereunto required by Notice in Writing to be given to him, her, or them (either by delivering the same personally to him, her, or them respectively, or by leaving the same at his, her, or their then present or last Abode or respective Abodes in *England*, or at his, her, or their Place or respective Places of Business, or by delivering the same personally to his, her, or their Agent or respective Agents), by or on behalf of the other of the Parties, it shall be lawful for the other of the Parties to name an Arbitrator on behalf of the Party so refusing or neglecting, and the Arbitrator so appointed shall have the same Powers in all respects as if duly appointed by the Party so refusing or neglecting: Provided also, that in case of the Death or Incapacity by reason of Lunacy to act of any of the said Arbitrators, another shall be appointed by the Party by whom such Arbitrator was appointed, or by the said Two Arbitrators first chosen (if he were appointed by them), with all convenient Speed after the Notice of such Death or Incapacity; and in case such Arbitrator shall have been appointed by either of the Parties, and the Party by whom he was appointed shall refuse or neglect to appoint another Arbitrator in his Stead within Twenty-one Days after being thereunto required by Notice in Writing to be so given

given to such Party by or on behalf of the other of the Parties in difference, it shall be lawful for the other of the Parties to appoint an Arbitrator on behalf of the Party so refusing or neglecting, and the Arbitrator so appointed shall have the same Powers in all respects as if duly appointed by the Party so refusing or neglecting: Provided also, that if any Arbitrator shall neglect, refuse, or decline to act, or act any further, then and in such Case the Matter shall be settled and determined as soon as conveniently may be by the Two Arbitrators not declining to act, and their Determination shall be final and conclusive on both Parties: Provided also, that in order to have the Benefit of the Statute passed in the Session of Parliament held in the Third and Fourth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the further Amendment of the Law and the better Advancement of Justice*, and any Statutes now or hereafter to be in force relating to the settling of Disputes by Arbitration, and the other Benefits attending References made by Order of Her Majesty's Court of Queen's Bench at *Westminster* in a Suit therein pending, every Reference to Arbitration which may be had, made, or come to under or by virtue of this Act shall be considered, adjudged, and deemed to have been made by an Order or Rule of Her Majesty's Court of Queen's Bench at *Westminster* in an Action depending in that Court between the Parties, and as if such Order or Rule had ordered that the Witnesses upon such Reference should be examined upon Oath: Provided also, that every Award to be made in pursuance of this Act shall be valid and binding on all Parties whomsoever, and on their respective Representatives, notwithstanding any of the Parties shall die before the Award shall be made: Provided also, that the Arbitrators, or any Two of them, may make One or more Award or Awards, and that the Costs attending every such Reference and the making of any such Award shall be in the Discretion of the Arbitrators.

Lands in the Third Schedule given in exchange for those in the Fourth Schedule.

XXIII. And be it further enacted, That the Piece or Parcel of Land or Ground and Hereditaments mentioned and comprised in the said Third Schedule to this Act annexed, together with all and singular Commons, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Mines, Quarries, Minerals, Ways, Waters, Water Courses, Liberties, Privileges, Rights, Members, and Appurtenances to the same belonging or in anywise appertaining, shall, from and immediately after the passing of this Act, go, remain, and be to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, to, upon, for, with, under, and subject to which the Pieces or Parcels of Land or Ground and Hereditaments mentioned and comprised in the said Fourth Schedule to this Act annexed stood limited and settled or were subject or liable immediately before the passing of this Act, under or by virtue of the said in part recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, and under or by virtue of the said Indenture of the Eleventh Day of *April* One thousand eight hundred and thirty-nine, freed and absolutely discharged of and from all and singular the Uses, Trusts, Estates, Limitations,

Limitations, Charges, Powers, Provisoes, Agreements, and Declarations to which the said Piece or Parcel of Land or Ground and Hereditaments mentioned and comprised in the said Third Schedule to this Act annexed stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, and the said recited Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, or any of them, in lieu of and in exchange for the Pieces or Parcels of Land and Hereditaments mentioned and comprised in the said Fourth Schedule to this Act annexed.

Lands in the Fourth Schedule given in exchange for those in the Third Schedule.

XXIV. And be it further enacted, That the Pieces or Parcels of Land or Ground and Hereditaments mentioned and comprised in the said Fourth Schedule to this Act, together with all and singular Commons, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Mines, Quarries, Minerals, Ways, Waters, Water Courses, Brooks, and Streams of Water, Liberties, Privileges, Rights, Members, and Appurtenances to the same belonging or in anywise appertaining, shall, from and immediately after the passing of this Act, go, remain, and be to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Charges, Powers, Provisoes, Agreements, and Declarations to, upon, for, with, under, and subject to which the Piece or Parcel of Land or Ground and Hereditaments mentioned and comprised in the said Third Schedule to this Act annexed stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, and the said recited Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, freed and absolutely discharged of and from all and every the Uses, Trusts, Estates, Limitations, Charges, Powers, Provisoes, Agreements, and Declarations to which the said Pieces or Parcels of Land or Ground and Hereditaments mentioned and comprised in the Fourth Schedule to this Act stood limited and settled, or were subject and liable, immediately before the passing of this Act, under or by virtue of the said recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, or under or by virtue of the said Articles of the Twelfth Day of *April* One thousand seven hundred and ninety-seven, in pursuance of which the said last-mentioned Indentures and Fines were respectively executed and levied, in lieu of and in exchange for the Piece or Parcel of Land and Hereditaments mentioned and comprised in the said Third Schedule to this Act annexed.

Eviction Clause.

XXV. And be it further enacted, That if the Hereditaments hereby respectively limited or given in exchange as aforesaid, or any of them, or any Part or Parts thereof respectively, shall at any Time or Times hereafter, by or under any Right or Title precedent to the passing of this Act, be lawfully evicted or taken out of the Possession

Possession or Seisin of or recovered from any Person or Persons, his, her, or their respective Heirs, Executors, Administrators, or Assigns, in or upon whom or to whose Use the same Hereditaments are hereby respectively vested and settled or limited as aforesaid, then and in any such Case it shall and may be lawful for the Person or Persons respectively out of whose Possession such Hereditaments shall be so lawfully evicted, taken away, or recovered, or other the Person or Persons who would for the Time being have been entitled to the Possession of the Hereditaments so taken away or recovered, if such Eviction, taking away, or recovering of Possession had not taken place, to enter into and upon the Hereditaments hereby vested and settled or limited, in exchange for the Hereditaments which or any Part or Parts of which shall be so lawfully taken away or recovered, and the same to have, hold, and enjoy again, in and for the same Estate, Right, and Title, and in the same Manner, as if this Act had not been passed, any thing in this Act contained to the contrary thereof in anywise notwithstanding.

Act not to affect the Power of Exchange in Will of Benjamin Hall, Esq.

XXVI. And be it further enacted, That the Exchanges hereby effected, or either of them, or any thing herein contained, shall not be considered as an Execution of, or be construed to extinguish, lessen, or prejudice, the special Power of Exchange contained in the said recited Will of the said *Benjamin Hall* the Testator, any thing herein contained to the contrary thereof in anywise notwithstanding.

A Map of the Property by this Act exchanged to be inrolled in Chancery.

XXVII. And whereas a Map or Plan, describing amongst other Lands the Lands and Hereditaments mentioned and comprised in the said Four several Schedules to this Act annexed, and in which said Map or Plan the Lands and Hereditaments in the said First Schedule to this Act are coloured Red, the Lands and Hereditaments mentioned and comprised in the said Second Schedule to this Act are coloured Yellow, the Piece or Parcel of Land or Ground in the said Third Schedule to this Act is coloured Blue, and the Pieces or Parcels of Land in the said Fourth Schedule to this Act are coloured Green, is intended to be inrolled in Her Majesty's High Court of Chancery, and the same for the Sake of Identity hath been signed by the said *John Llewellin*, the Agent of the said Sir *Benjamin Hall*, and by *William Williams Phillips*, the Agent of the said *Capel Hanbury Leigh*; be it enacted, That after the said Map or Plan shall have been inrolled a true Copy or true Copies of the Inrolment thereof, or of so much thereof as shall relate to any Matter which may be in question, certified under the Hand of the Clerk or other Officer for the Time being of the Inrolment Office, who is hereby required to certify the same, shall be and the same is and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

This Act not to affect W. T. Hall and W. Jones until their Consents are obtained.

XXVIII. And whereas the said *William Thomas Hall* is now with his Regiment in *India*, and the said *William Jones* is now in *France*, and their respective Consents to this Act have not been proved; be it therefore enacted, That this Act shall not nor shall any of the Provisions herein contained operate or be of any Effect as against the said *William Thomas Hall* and *William Jones* respectively, or against any Person or Persons claiming by, from, through, or under them respectively,

respectively, until the said *William Thomas Hall* and *William Jones* respectively shall signify their Consents to this Act by Writing under their Hands respectively, attested by One or more Witness or Witnesses; and such Writing shall be inrolled in Her Majesty's High Court of Chancery within Three Years of the passing of this Act; and from and after the Inrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *William Thomas Hall* and *William Jones* respectively, and all and every Persons and Person claiming or to claim by, from, through, or under them respectively, as if such Consents had been respectively obtained and proved before the passing of this Act; and such Consents may be given in the Form or to the Effect following; (namely,)

Form of Consent.

'I of do hereby consent
'to an Act of Parliament passed in the Year of the Reign
'of Queen *Victoria*, intituled *An Act* [*here set forth the Title of this*
'*Act*]. Given under my Hand the Day of
'in the Year of our Lord One thousand eight hundred and .'

Expences of the Act.

XXIX. And be it further enacted, That the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, or in anywise relating thereto, shall be borne and paid in manner following; (namely,) all and singular the Costs, Charges, and Expences, whether of Witnesses or otherwise, attending the proving before the Judges to whom this Act was referred by the House of Lords, or before the Committee of the House of Lords, or both before such Judges and Committee, of the Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, and the several other Matters and Things in this Act recited, or which were before such Judges or Committee, or both, required to be proved, in relation to the Lands and Hereditaments devised by the same Will, (other than the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and the several Deeds, Instruments, Matters, and Things in this Act recited, or which were brought before such Judges or Committee, or both, required to be proved, in relation to the Estate or Interest of the said Lessees under the same Indenture of Lease, and the Estates, Rights, or Interests of the several Persons deriving Title by, from, through or under them or any of them,) and the Consent to this Act, before it passed, of the several Persons required to consent thereto, in respect of any Estate, Right, or Interest under or by virtue of the same Will, or the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, shall be borne and paid by the said Sir *Benjamin Hall*, and out of the Monies now or hereafter to be paid into the Bank of *England*, pursuant to the said recited Act passed in the First Year of the Reign of His said late Majesty King *William* the Fourth, or this Act, or out of the Navy, Victualling, or Exchequer Bills to be purchased with such Monies, as in such Act is mentioned, in the Proportions following; (namely,) One Seventh Part thereof shall be paid and borne by the said Sir *Benjamin Hall*, and the remaining Six Seventh Parts thereof out of such Monies, Navy, Victualling, or Exchequer Bills; and all and singular the Costs, Charges, and Expences (whether of Witnesses or otherwise)

otherwise) attending the proving before such Judges or Committee, or both, of the said recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and the several other Deeds, Instruments, Matters, and Things in this Act recited, or which were before such Judges or Committee, or both, required to be proved, in relation to the Estate or Interest of the Lessees under the same Indenture of Lease, and the Estates, Rights, or Interests of the several Persons deriving Title by, from, through, or under them or any of them, and the Consent to this Act, before it passed, as well of the said Lessees under such Indenture of Lease as of the several Persons required to consent thereto, in respect of any Estate, Right, or Interest derived by, from, through, or under them, or any of them, shall be paid and borne exclusively by the said *Monmouthshire* Iron and Coal Company; and all and singular the Costs, Charges, and Expences (whether of Witnesses or otherwise) attending the proving before such Judges or Committee, or both, of the said recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the several other Instruments, Matters, and Things in this Act recited, or which before such Judges or Committee, or both, were required to be proved, in relation to the Lands and Hereditaments comprised in the same Indentures of Lease and Release, and the Consent to this Act, before it passed, of the several Persons required to consent thereto, in respect of any Estate, Right, or Interest in the same Lands and Hereditaments, or any Part or Parts thereof, shall be paid and borne exclusively by the said *Capel Hanbury Leigh;* and all and singular other the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, or in anywise relating thereto, shall be paid and borne in the Manner and Proportions following; (namely,) One equal Third Part thereof shall be paid and borne by the said *Monmouthshire* Iron and Coal Company, another equal Third Part thereof shall be paid and borne by the said *Capel Hanbury Leigh*, the remaining equal Third Part thereof shall be paid and borne as follows; (namely,) One equal Seventh Part or Share of such remaining equal Third Part shall be paid and borne by the said Sir *Benjamin Hall*, and the remaining Six equal Seventh Parts or Shares of such remaining equal Third Part shall be paid out of the Monies now or hereafter to be paid into the Bank of *England* pursuant to the said recited Act passed in the First Year of the Reign of His said late Majesty King *William* the Fourth, or this Act, or out of the Navy, Victualling, or Exchequer Bills to be purchased with such Monies, as in such Act is mentioned.

Court of Chancery may order Taxation and Payment of Costs.

XXX. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way either by the Person or Persons mentioned or referred to in the recited Act passed in the First Year of the Reign of His said late Majesty King *William* the Fourth, or by any Person or Persons interested in the Payment of the Costs, Charges, and Expences incurred in the applying for, obtaining, and passing this Act, or any Part or Parts thereof, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable, for allowing, taxing, and settling all or any of such Costs, Charges, and Expences, together with lawful Interest for such Monies as may have been or shall be advanced by any Person or Persons for or towards the raising

and

and providing of the said Costs, Charges, and Expences, or any of them, and also the Costs, Charges, and Expences of any Application to the said Court of Chancery in pursuance of this Act; and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all or any of such Costs, Charges, and Expences as aforesaid, and especially the Payment of such Part of the said Costs, Charges, and Expences as are to be paid out of the Monies so to be paid into the Bank pursuant to the said recited Act or this Act, or out of the Navy, Victualling, or Exchequer Bills so to be purchased, as in such Act is mentioned.

General Saving.

XXXI. Saving only to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and singular other Persons and Bodies Politic and Corporate, his, her, or their Heirs and Successors, Executors, Administrators, and Assigns, (other than and except the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns; the said *Samuel Hawkins* and *Charlotte* his Wife; the said Sir *Benjamin Hall* and *Dame Augusta* his Wife, and his First and other Sons, as well present as future, and the Heirs Male of the Body and Heirs of the Body of every such Son; and the said *Richard Crawshay Hall*, and his First and other Sons, as well present as future, and the Heirs Male of the Body and Heirs of the Body of every such Son; and the said *Charles Ranken Hall*, and his First and other Sons, and the Heirs Male of the Body and Heirs of the Body of every such Son; and the said *William Thomas Hall*, and his First and other Sons, and the Heirs Male of the Body and Heirs of the Body of every such Son; and the said *Jenkin Davies Berrington* the younger and *Charlotte* his Wife, and her First and other Sons, as well present as future, and the Heirs Male of the Body and Heirs of the Body of every such Son; and also except the Daughters of the said *Charlotte Berrington*, and the Heirs of the Body of every such Daughter; and also except the Person or Persons claiming or to claim under the ultimate Limitation or Trust in the Will of the said *Benjamin Hall* the Testator in favour of his the said Testator's own right Heirs; and also except all and singular the Daughters, as well present as future, and all and singular the younger Sons of the said Sir *Benjamin Hall*; and also except the said *Lancelot Baugh Allen* and *William Jones*, and their respective Executors, Administrators, and Assigns; and also the said *William Addams Williams* and *Charles Ranken Hall*, and their respective Executors, Administrators, and Assigns; and also except the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, and their respective Executors, Administrators, and Assigns; and also except the several Persons heretofore or now being or who shall at any Time hereafter be Proprietors in or Members of the said Company called "The *Monmouthshire* Iron and Coal Company," and their respective Executors, Administrators, and Assigns; and also except the said *Henry Daubeney*, *George Augustus Baker*, *Peregrine Francis Thorne*, *James Hammett*, *Thomas Haggard*, *Richard Price*, *Henry Lacy Yea*, *Henry Marsh*, *Acheson Crozier*, *Thomas Shew*, and *William Phelps*, their respective Heirs, Executors, Administrators, and Assigns; and also except the said *Evan Hopkins*, his Executors, Administrators, and Assigns; and also except the said *Elizabeth Nichols*, the Wife of the said *Rice Hopkins*, her Executors, Administrators, and Assigns, and the Child and

Children and remoter Issue of the said *Rice Hopkins* and *Elizabeth Nichols* his Wife; and also except the said *Edward Jay* and *William Alexander Long* the younger, and their respective Executors, Administrators, and Assigns; and also except the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, and their Child and Children, and especially the First and other Sons of the said *Capel Hanbury Leigh* and *Molly Ann* his Wife, and the Heirs Male of the Body of every such Son; and also except the said *Thomas Lewis* the younger, his Executors, Administrators, and Assigns; and the said *Charles* Baron *Sudeley* and *Thomas Charles Hanbury Tracy*, their respective Executors, Administrators, and Assigns; and also except all and every other Persons and Person whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have or lawfully or equitably claim, any Estate, Right, Title, or Interest whatsoever of, in, to, out of, or upon the Hereditaments severally exchanged or otherwise affected by this Act, or any of them, or any Part or Parts thereof, under or by virtue of the said recited Will of the said Testator *Benjamin Hall*, the said recited Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, the said recited Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and thirty-nine, the said recited Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, the said recited Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, the said recited Indenture of Settlement of the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture or Deed of Declaration of Trust and Covenant of the same Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, the said recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, the said recited Indenture of Settlement of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, the said recited Indenture of the Twenty-sixth Day of *November* One thousand eight hundred and thirty-eight, the said recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and the said Fine levied in pursuance of the Covenant contained in such Indenture of Release, and the said Articles of the Twelfth Day of *April* One thousand seven hundred and ninety-seven, in pursuance of which the said last-mentioned Indentures of Lease and Release and Fine were respectively executed and levied, and the said Indenture of the Eleventh Day of *April* One thousand eight hundred and thirty-nine, or any of them), all such Estate, Right, Title, or Interest, of, in, to, or out of the said several Hereditaments exchanged or otherwise affected by this Act, or any of them, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act had not been passed.

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

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

The

The FIRST SCHEDULE above referred to.

No. on Map.	Names of Lands.	Quantities. A.	R.	P.	Value of Minerals. £	s.	d.
9.	Lands in Cwm Llanerchy and Part of Tyr Rhyswg	65	1	33	25,395	0	0
10.	Part of Mynydd Rhyswg above Blaen Carn (Mountain Land)	72	1	23			
11.	Part of Mynyddmaen (Mountain Land)	497	0	4			
		634	3	20	25,395	0	0

John Llewellin.
W. W. Phillips.

The SECOND SCHEDULE above referred to.

No. on Map.	Names of Lands.	Quantities. A.	R.	P.	Value of Minerals. £	s.	d.
1.	Craig y Llwyfos	36	2	26	25,395	0	0
2.	Craig Dda	253	1	11			
3.	Craig Wen	102	0	15			
4.	Pant Garrw	29	0	26			
5.	Craigy Furnace	127	3	28			
6.	Gwython Fach	16	1	33			
7.	Craig Govappy	63	0	20			
8.	Cae Gam and Part of Craig Rhiw Gam	6	0	21			
		634	3	20	25,395	0	0

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W. W. Phillips.

The

The THIRD SCHEDULE above referred to.

No. on Map.	Names of Lands.	Quantity.	Annual Value of Surface.	Total Value of Surface and Minerals.
		A. R. P.	£ s. d.	£ s. d.
12.	Part of Plantation, being Part of the Mynydd Farm, with the Mines and Minerals under the same (in hand) -	18 1 31	2 6 1	797 13 2
	Wood - - - - -	—	—	2 0 0
		18 1 31	2 6 1	799 13 2

John Llewellin.
W. W. Phillips.

The FOURTH SCHEDULE above referred to.

No. on Map.	Names of Lands.	Quantity.	Annual Value of Surface.	Total Value of Surface and Minerals.
		A. R. P.	£ s. d.	£ s. d.
13.	Residue of Craig Rhiw Gam and Two Pieces adjoining Carne Brook, with the Mines and Minerals under the same	18 1 31	2 6 1	797 13 2
	Wood - - - - -	—	—	2 0 0
		18 1 31	2 6 1	799 13 2

John Llewellin.
W. W. Phillips.

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