ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

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Cap. 6.

An Act to grant further Powers and to make further Provisions in respect to the Estates subject to the Trusts of the Will of *Benjamin Hall* Esquire, deceased. [23d *July* 1858.]

Recitals.

WHEREAS by an Act of Parliament made and 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,* (which Act is herein-after referred to as "*Hall*'s Leasing Act,") after reciting that *Benjamin Hall*, late of *Hensol Castle* in the County of *Glamorgan* and of *Abercarne* in the County of *Monmouth*, Esquire, at the Date of his Will therein-after recited, and thenceforth to the Time of his Decease, was seised of or entitled to an Estate of Inheritance in Fee Simple in possession, of and in or had an absolute Power of Disposition over (amongst other Hereditaments) the Freehold Hereditaments specified in the First Part of the First Schedule to the now being recited Act annexed, and the Appurtenances, and was seised of or entitled to the Copyhold or Customary Hereditaments also specified in the First Part of the same Schedule, and the Appurtenances, for an Estate of Inheritance in Fee Simple in possession, according to the Customs of the Manors of which

Act of 1 W. 4. c. 43. (*Private*) authorizing the granting of Mining and Building Leases of Parts of the Estates subject to the Trusts of the late Benjamin Hall's Will.

Will of Benjamin Hall, Esq., dated 8th July 1817.

the same Hereditaments were respectively holden; and that the said *Benjamin Hall*, being so respectively seised of or entitled as aforesaid, did in such Manner as the Law required for rendering valid Devises of Freehold Estates, duly sign and publish his last Will and Testament in Writing, bearing Date the Eighth Day of *July* One thousand eight hundred and seventeen, and thereby, after various Recitals therein contained, showing the Manner in which he had become seised of, entitled to, or interested in the several Hereditaments therein mentioned or referred to, he the said Testator, in exercise of every Power, Estate, and Right enabling him in that Behalf, gave and devised unto his Wife *Charlotte Hall* all that his Capital Messuage or Mansion House called *Abercarne House*, situate, standing, and being in the Parish of *Abercarne* aforesaid, in the said 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 said Capital Messuage or Mansion House, Lands, Grounds, Hereditaments, and other the Premises therein and herein-before described or mentioned, with their Appurtenances, unto his said Wife *Charlotte Hall*, and her Assigns, for the Term of her natural Life, she the said *Charlotte Hall* 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 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 Manor or Lordship, or reputed Manor or Lordship, Farms, Lands, Tenements, Duty of Mizes, and other Hereditaments (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, by, with, and 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 the Term of her natural Life,

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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 and Mind 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 and for the Trusts, Intents, and Purposes therein-after declared, expressed, and contained of and 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 said Counties of *Monmouth* and *Glamorgan*, or One of them, or in the County of *Brecon*, of or to which he was so 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 *Cyfarthfa* in the said County of *Glamorgan*, with their Rights, Members, and Appurtenances,) to have and to hold the said Manors, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises therein-before devised, appointed, and bequeathed, or expressed or intended so to be, with their respective Rights, Members, and Appurtenances, (except as aforesaid,

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and subject as therein-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 and for the Trusts, Intents, and Purposes therein-after expressed or contained of or 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, and 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 the Satisfaction and Discharge of the said Debts and Legacies accordingly; and subject and charged as therein-before is mentioned, in trust for *Benjamin Hall*, his the said Testator's eldest Son (now the Right Honourable Sir *Benjamin Hall* Baronet), and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and after his Decease, in trust for the First and every other Son of the said *Benjamin Hall* the Son, 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 the Term of his natural 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 in Tail Male; and for want of such Issue, in trust for *Henry Grant Hall* (in the said Will by Mistake called *Henry Hall* only), his the said Testator's Third Son, and his Assigns, during the Term of his natural Life, and 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 by Mistake called *Charles Hall* only), his the said Testator's Fourth Son, and his Assigns, during the Term of his natural 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

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 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 Seniorites 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 which 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 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, her 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 the said Testator thereby directed that if any Person for the Time being entitled under his said Will to the actual Possession, or to the Receipt of the Rents, Issues, and Profits of the whole or any Part of the said Freehold Hereditaments and Premises should be under the Age of Twenty-one Years and unmarried, 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, during such her or his Minority or Discoverture, apply a competent Part of the Rents, Issues, and Profits, or of the Share of Rents, Issues, and Profits, to which such Person should then be entitled as aforesaid for his or her Maintenance and Education, and invest the Residue in the Names or Name of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, in the Purchase of a competent Share or competent Shares of the Parliamentary Stocks or Funds of *Great Britain*, or at Interest on Government or Real Securities in *England* or *Wales*, and receive the Interest, Dividends, and annual Produce of the said last-mentioned Stocks, Funds, and Securities, and invest the same in the Purchase of or upon other Stocks, Funds, and Securities of the like Nature, and repeat such Receipts and Investments, so that all the said Interest, Dividends, and annual Produce, and the resulting Income and Produce of the same, might accumulate in the Nature of Compound Interest, and at the End of each such Period of Accumulation, or sooner if they or he should think proper, should call in and convert into Money the said accumulated Fund, and lay out and invest the same in the Purchase of Freehold, Leasehold, or Copyhold Estates, to be situate in *England* or *Wales*, and settle or cause to be settled the Lands so to be purchased to the Uses, upon the Trusts, and in the

the Manner to, upon, and in which he the said Testator had therein-before devised the Estates from the Rents of which such Accumulations should have proceeded; but if any such Investment should be made during the Continuance of the Period of Accumulation, the Rents of the Estate so to be purchased as aforesaid should to the End of the Period of Accumulation be accumulated in the Manner and for the Purposes therein-before mentioned; and by the said Will Powers are given to the said *Benjamin Hall* the Son, during his Life, when he should have attained 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 by the said Will Power is given to the said *Benjamin Hall* the Son, during his Life, after he should have attained the Age of Twenty-one Years, and after his Decease to the other Sons and the Daughters of the said Testator, when they should severally and respectively be entitled to the actual equitable Freehold of the Manors and other Hereditaments therein-before devised, and after they should severally attain the Age of Twenty-one Years, as therein mentioned, and during the respective Minorities of any of his said Children or their Issue, who should be actual Tenant of the Freehold of the said Manors and other Hereditaments, to the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, to lease the same Hereditaments and Premises, or any Part thereof, for any Term of Years not exceeding Twenty-one Years in possession, at the best yearly Rent, without taking any Sum or Sums of Money or other Consideration by way of Fine or Income, and subject to the Qualifications and in the Manner therein mentioned; and in the said Will is contained a Power authorizing 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 of any Person who for the Time being should be actual Tenant for Life in possession of the Lands, Hereditaments, and Premises therein-before devised, to sell or exchange, in manner therein expressed, 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 declared it to be his Will that the said

said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should, with all convenient Speed, pay and apply the Money to arise by such Sale or Sales, or to be received for Equality of Exchange, in or towards the Satisfaction and Discharge of the Incumbrances, if any, which should then affect the said Manors and other Hereditaments, and lay out and invest the Surplus, if any, of the Money to arise from such Sale or Sales, or so to be paid for Equality of Exchange as aforesaid, in the Purchase of other Freehold, Copyhold, or Leasehold Estates situate in *England* or *Wales*, to be approved of by some Writing under the Hand of the Person who would be Tenant for Life or in Tail Male thereof, if the same were then actually purchased and settled, if such Person should have attained his or her Age of Twenty-one Years, but if such Person should be under the Age of Twenty-one Years, then every such Purchase should be made at the Discretion of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, and that they the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, and the Survivors and Survivor of them, and the Heirs, Executors, or Administrators of such Survivor, should settle the Estates so to be purchased, or to be received in exchange as aforesaid, to the Uses and upon the Trusts therein-before expressed of the Hereditaments which should be sold or given in exchange as aforesaid, or as near thereto as the Nature and Quality of the said Estates and intervening Accidents would then admit of; and the said Testator thereby directed that the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, should stand and be seised of the said Copyhold or Customary Hereditaments by his said Will devised to them, their Heirs and Assigns, in manner aforesaid, upon such Trusts, and to and for such Intents and Purposes as would best or nearest correspond with the Trusts, Intents, and Purposes therein-before expressed or contained of or concerning his the said Testator's Freehold Estates, it being his Will and Meaning that the said Copyhold or Customary Lands and Hereditaments respectively should go along with his said Freehold Estates, and be held and enjoyed therewith, so far as the different Nature or Tenure thereof would admit; 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 the said Testator thereby bequeathed to his Wife *Charlotte Hall* Five thousand Pounds, and appointed the said *George Maule*, *John Llewellin*, and *Joseph Kaye* Executors of his said Will, and gave to each of them a Legacy of One thousand Pounds; and reciting that 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 Will, leaving the said *Charlotte Hall* his Widow, the said Sir *Benjamin Hall* (then *Benjamin*

Death of Benjamin Hall the Testator; his Issue.

Benjamin Hall Esquire), his eldest Son, and the said *Richard Crawshay Hall*, *Henry Grant Hall*, *Charles Ranken Hall*, and *Charlotte Hall*, all Infants under the Age of Twenty-one Years, and that 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 reciting that the said 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* and *John Llewellin* and *Joseph Kaye*; and reciting that the said *Charlotte Hall*, the Widow of the said *Benjamin Hall* the Testator, on or about the Nineteenth Day of *May* One thousand eight hundred and twenty-one, intermarried with *Samuel Hawkins*; and reciting that 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 reciting that by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *February* One thousand eight hundred and twenty-three, the Release being made or expressed to be made between *Thomas Pierce*, *Samuel Shepherd*, *Francis Perkins*, and *Charles Harrison* of the one Part, and the said *George Maule*, *Joseph Kaye*, and *John Llewellin* of the other Part, for the Considerations therein mentioned, a Freehold Farm and Hereditaments therein particularly described and mentioned to be situate in the Parish of *Eglwsylan* in the said County of *Glamorgan* (being the same Farm and Hereditaments as are comprised in the Third Part of the said First Schedule to the now being recited Act, and which had been purchased by the said *Benjamin Hall*, the Testator, but the Conveyance of which had not been completed in his Lifetime), with the Appurtenances, were conveyed and assured unto and to the Use of the said *George Maule*, *Joseph Kaye*, and *John Llewellin*, their Heirs and Assigns for ever, upon the several Trusts, Intents, and Purposes expressed or contained in the said Will of the said *Benjamin Hall* the Testator; and reciting that by an Indenture of Appointment 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* 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 the said then intended Marriage, and of the Portion or Fortune of the said *Augusta Waddington*, and in exercise of the aforesaid Power to him for that Purpose given by the said Will of the said *Benjamin Hall* the Testator, the said Sir *Benjamin Hall* granted, limited, and appointed to and to the Use of the said *Augusta Waddington*,

Indentures of Lease and Release, dated 18th and 19th Feb. 1823.

Indenture of Appointment, dated 3d Dec. 1823.

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 now being recited Indenture called *Charlotte Hall*, 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-before referred to as the Personal Estate of the said Testator being insufficient to liquidate, should remain a Charge on his said Real Estate,) an annual Sum or yearly Rentcharge of One thousand five hundred Pounds of lawful Money to be yearly issuing out of and charged and chargeable upon all and singular the several Freehold Hereditaments and Premises devised and settled by the said Will of the said *Benjamin Hall* the Testator, as therein and herein-before is mentioned, and their several and respective Rights, Members, and Appurtenances, to have, hold, receive, perceive, and take the said annual Sum or yearly Rentcharge of One thousand five hundred Pounds, from the Time of the Decease of the said Sir *Benjamin Hall*, (but subject and without Prejudice as aforesaid,) unto the said *Augusta Waddington* and her Assigns for and during the Term of her natural 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 of 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 same annual Sum or yearly Rentcharge; and by the said Indenture now in recital, in exercise of the aforesaid Power to him for that Purpose given by the said Will of the said *Benjamin Hall* the Testator, the said Sir *Benjamin Hall* granted, 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 and settled as therein and herein-before is mentioned, with their Appurtenances, (subject as aforesaid,) to have and to hold the said Freehold Hereditaments and Premises, with their Appurtenances, (but subject and without Prejudice to the Life Interest of the said *Charlotte Hawkins* in the said Mansion House of *Abercarne*, and certain Lands thereto belonging, and as to the said Manor of *Abercarne* and Hereditaments thereto belonging, subject to the said annual Sum of Two thousand two hundred Pounds, and also subject and without

without Prejudice to so much of the Mortgage and other Debts as should remain a Charge on the said Real Estate, after the Personal Estate of the said Testator should be wholly exhausted,) unto the said *Lancelot Baugh Allen* and *William Jones*, their Executors, Administrators, and Assigns, for and during the Term of One hundred Years, to commence from the Date of the Decease of the said Sir *Benjamin Hall*, without Impeachment of Waste, upon certain Trusts for better securing the Payment of the said annual Sum or yearly Rentcharge of One thousand five hundred Pounds; and by the said Indenture now in recital, in exercise of the Power to him for that Purpose by the said Will of the said *Benjamin Hall* the Testator given as aforesaid, the said Sir *Benjamin Hall* subjected and charged all and singular the said Freehold Hereditaments and Premises by the same Will devised and settled as therein and herein-before is mentioned, and their Appurtenances, (but subject and without Prejudice as aforesaid, and to the said annual Sum or yearly Rent 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 or raised 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 every One hundred Pounds by the Year, for the Portion and Portions 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 now being recited Indenture, and in exercise of the Power to him for that Purpose by the said Will of the said *Benjamin Hall* the Testator given or limited as aforesaid, the said Sir *Benjamin Hall* granted, limited, and appointed (in case the said then intended Marriage should take effect) all and singular the said Freehold Hereditaments and Premises by the said Will devised and settled as aforesaid (subject and without Prejudice as aforesaid), unto the said *George Price Watkins* and *William Thomas Williams*, their Executors, Administrators, and Assigns, for and during the Term of Five hundred Years, to commence from the Day of the Decease of the said Sir *Benjamin Hall*, without Impeachment of Waste, upon certain Trusts for better securing the said Sum of Ten thousand Pounds; and by the said Indenture now in recital, and in exercise of the Power to him for that Purpose by the said Will of the said *Benjamin Hall* the Testator given or limited as aforesaid, the said Sir *Benjamin Hall* subjected and charged all and singular the said Copyhold or Customary Hereditaments by the same Will devised as aforesaid (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 Rentcharge of One thousand five hundred Pounds for the Jointure of the said *Augusta Waddington*, and of the said Principal Sum of Ten thousand

thousand Pounds for the Portions of the Daughters and younger Sons of the said *Benjamin Hall* by the said *Augusta Waddington*, and of such Interest as aforesaid; and reciting that on or about the Fourth Day of *December* One thousand eight hundred and twenty-three, the said intended Marriage was solemnized between the said Sir *Benjamin Hall* and the said *Augusta Waddington*; and reciting that the said Sir *Benjamin Hall* had had Issue by his said Wife Two Children, namely, *Augusta Charlotte Elizabeth Hall* and *Benjamin Hanbury Stuart Hall*, and no other Issue; and reciting that the said *William Thomas Williams*, One of the Trustees named in the said Indenture of Appointment, 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 reciting that the said *Charlotte Hall*, the Daughter of the said *Benjamin Hall* the Testator, intermarried with *Jenkin Davies Berrington* the younger, by whom she had Issue One Child, namely, *Henry Tudor Davies Berrington*, and no other Issue; and reciting that the Personal Estate of the said *Benjamin Hall* the Testator was not sufficient for the Payment of his Debts, and that divers Parts of the said Freehold Estates had accordingly been sold under the Directions of Her Majesty's High Court of Chancery, for the Purpose of paying his Debts and Legacies remaining unsatisfied, and that 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 had, under the Direction of the said Court of Chancery, been invested in the Purchase of Real Estates upon the Trusts of the said Will, as in part was therein-after stated; and reciting several Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *December* One thousand eight hundred and twenty-eight, whereby, and by a Common Recovery and Fine in the said Act recited or referred to, the Messuages or Tenements, Lands, and Hereditaments situate in the County of *Monmouth*, specified in the Second Part of the First Schedule to the now being recited Act, and which had been approved by the said Court of Chancery as proper Purchases whereon to invest Parts of the Trust Fund belonging to the Estate of the said *Benjamin Hall* the Testator, were conveyed and assured unto and to the Use of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns for ever, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, and Declarations, as under or by virtue of the said Will of the said *Benjamin Hall* the Testator, were then subsisting undetermined or capable of taking effect of and concerning such of the Freehold Hereditaments and Premises thereby devised as were not thereby either given to the said *Charlotte Hall* for her Life, or charged with the annual Sum or yearly Rent of Two thousand two hundred Pounds for her Benefit as aforesaid, and which had not been sold as therein and herein-before is mentioned; and reciting that by a Decree of

Indentures of Lease and Release, dated 18th and 19th Dec. 1828.

Decree of Court of

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the said Court of Chancery, bearing Date the Eleventh Day of *February* One thousand eight hundred and twenty-nine, and made in a Cause in which the said Sir *Benjamin Hall* and the said *Augusta Charlotte Elizabeth Hall* and *Benjamin Hanbury Stuart Hall*, Infants, by the said Sir *Benjamin Hall* their Father and next Friend, the said *Richard Crawshay Hall*, the said *Charles Ranken Hall* and *William Thomas Hall*, Infants, by the said Sir *Benjamin Hall* their next Friend, the said *Jenkin Davies Berrington* the younger, and the said *Charlotte Hall*, Daughter of the said *Benjamin Hall* the Testator, and then the Wife of the said *Jenkin Davies Berrington* and *Henry Tudor Davies Berrington*, the infant Son of the said *Jenkin Davies Berrington* and *Charlotte* his Wife, by the said *Jenkin Davies Berrington* the younger, his next Friend, were Plaintiffs, and the said *George Maule*, *John Llewellin*, and *Joseph Kaye* were Defendants, it was declared that the Plaintiffs *Charles Ranken Hall* and *William Thomas Hall*, upon attaining their respective Ages of Twenty-one Years, would be entitled to have the Sum of Ten thousand Pounds each raised and paid to them out of the Sum of Fifty-eight thousand eight hundred and forty Pounds Eleven Shillings and Elevenpence Bank Three Pounds *per Centum* Consolidated Annuities, then standing in the Name of the Accountant General of the said Court of Chancery, on the Credit of a certain Cause, "*Watkins* v. *Maule*," in the said Decree mentioned "The Account of the *Rumney* Estate," in satisfaction of their Shares of the Forty thousand Pounds bequeathed by the said Will of the said *Benjamin Hall* the Testator, as herein-before is mentioned, and that, subject to the raising of the said Two Sums of Ten thousand Pounds each, the Residue of the said Bank Annuities and any other Moneys received or to be received in respect of the said Testator's Personal Estate, ought to be invested in the Purchase of Freehold and Copyhold Estates of Inheritance, to be settled to the same Uses as the Estates devised by the said Testator's Will; and reciting that the said Will of the said *Benjamin Hall* the Testator did not contain any Power to grant Leases, except the aforesaid Power of leasing for Twenty-one Years; and reciting that it would be for the Benefit of the several Persons interested or entitled under the said Will if such Powers of granting Mining and Building Leases as were in the now being recited Act contained were given to the Persons, and in manner therein-after mentioned; it was, amongst other Things, enacted, that from and immediately after the passing of the now being recited Act, it should and might be lawful to and 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 of the said *Richard Crawshay Hall*, *Charles Ranken Hall*, *William Thomas Hall*, and *Charlotte Berrington*, as and when they should severally and respectively be entitled to the immediate equitable Freehold

Chancery, dated 11th Feb. 1829.

Enacting Clauses; Power to grant Mining Leases.

Freehold of the Hereditaments by the now being recited Clause authorized to be demised or leased, if respectively of the Age of Twenty-one Years or upwards, and also during such Time as any Person or Persons who, by virtue of the Limitations contained in the said recited Will of the said *Benjamin Hall* the Testator, should for the Time being be entitled as Tenants or Tenant for Life, or in Tail Male, or Tail General, to the immediate equitable Freehold of the Hereditaments by the now being recited Clause authorized to be demised or leased, should be under the Age of Twenty-one Years, with the Consent of his, her, or their Guardian or Guardians, every such Request, Direction, or Consent as aforesaid to be testified by some Writing or Writings signed by the Party or Parties so requesting, directing, or consenting as aforesaid, 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 now being recited Power, 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 all or any of the Hereditaments specified in the First Schedule to the now being recited Act annexed, or in, within, or under all or any Freehold, Copyhold, or Customary Hereditaments situate in the said Counties of *Monmouth* and *Glamorgan*, or One of them, which should be thereafter purchased with any Part of the Trust Funds belonging to the Estate of the said *Benjamin Hall* the Testator, or should be thereafter received in exchange or purchased under the Trusts and Provisions of his said recited Will, with their Appurtenances, but nevertheless as to such of the said Hereditaments as might be of Copyhold or Customary Tenure, so far only as might be consistent with the Customs of the Manors of which the same might be respectively holden, unto any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession and not in reversion or by way of future Interest, and in and by any such Demise or Lease to give, grant, and demise unto the Lessee or Lessees therein named, and his or their Executors, Administrators, and Assigns, full and free Liberty, Licence, Power, and Authority to dig, search for, 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 said 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, Grooves, Shafts, Tunnels, Drifts, Trenches, Sluices, Way Gates, Water Gates, and Watercourses, and to make, erect, set up, and work such Furnaces, Fire Engines, Steam Engines, Ironworks, Collieries, and other Works or Contrivances as should be necessary or convenient for finding,

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, Ironworks, 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 other Liberties, Licences, Powers, and Authorities in the now being recited Act particularly mentioned, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever, as should or might be deemed necessary or convenient for working, winning, obtaining, blasting, smelting or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Iron, Ironstone, Coal, Limestone, and other Minerals to be demised or leased as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, as should or might be reasonably agreed upon, with, or required by any such Lessees or Lessee as aforesaid, so that upon every such Demise or Lease there should be reserved and made payable yearly or oftener during the Continuance of the same Demise or Lease to the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, the best and most improved yearly Rent or Rents, either in Money or in Tolls, Duties, Royalties, and Revenues, or partly in Money and partly in Tolls, Duties, Royalties, and Revenues, that could be reasonably had or gotten for or in respect of the same Mines, Quarries, Delphs, Veins, Beds, and Seams, Minerals, and Mineral Produce, Powers, and Privileges respectively, alone or together with any Lands to be comprised in and demised or leased by such Demise or Lease, as the Case might be, without taking any Fine or Foregift, or anything in the Nature of a Fine or Foregift, in respect of the making thereof; and so that in every such Demise or Lease there should be contained a Clause of Re-entry in case the Rent or Rents thereupon to be reserved should be behind and unpaid for the Space of Twenty-one Days after the Times to be appointed for Payment thereof, or in case the Mines, Quarries, Minerals, or Mineral Property to be so demised or leased should not be worked so as to be rendered productive of Income to a given Extent to be specified in such Demise or Lease, and so that the Demise or Lease of all Lands or Grounds to be demised or leased with any Mine or Mineral Property, or to be given up for the Purpose of Wayleaves, Railways, Tramroads, or Watercourses as aforesaid, should cease with the Demise or Lease of the same Mines or Mineral Property, and so that the Lessee or Lessees to whom any such Demise or Lease should be made as aforesaid should, within One Year after the Date of the same Demise or Lease, seal and deliver a Counterpart or Duplicate of such Demise or Lease, and so that in every such Demise or Lease of any Mines or Mineral Property there should be contained a Covenant on the

the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to work the same Mines and Minerals in a due and proper Manner, and to render the same as productive of Rent or Royalty, or both, as Circumstances would permit, and also a Covenant or Proviso on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, that it should and might be lawful to and for the said Sir *Benjamin Hall* during his Life, and after his Decease to and for the Person or Persons who, under or by virtue of the Limitations contained in the said recited Will of the said *Benjamin Hall* the Testator, should for the Time being be in the actual Possession or entitled to the Receipts of the yearly Rents and Profits of the Hereditaments in respect of which the now being recited Power of leasing was given, in case such Person or Persons should be of full Age, but if not, then for the Guardian or Guardians for the Time being of such Person or Persons, at the Expiration or other sooner Determination of the Term of Years to be granted by such Demise or Lease, he or they having given Six Months previous Notice in Writing of his or their Intention so to do, to purchase all and singular or any of the Tram Plates, Engines, Tools, Implements, and Utensils used or employed by such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, in, upon, or about the Premises to him, her, or them demised in or by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, One of such Three to be chosen by the Person or Persons so intending to purchase, another by the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and the Third by the said Two so first chosen, and so that in every such Lease comprising any Lands or Grounds there should be contained a Covenant on the Part of the Lessee or Lessees, his or their Executors, Administrators, and Assigns, to cultivate, manage, and improve the said Lands and Grounds, according to the Purpose for which they should be demised or leased, according to the best Rules of good Management; and by the now being recited Act it was further enacted, that it should be lawful to and for the said Sir *Benjamin Hall* during his Life, and after his Decease to and for the said *Richard Crawshay Hall* and *Charles Ranken Hall*, *William Thomas Hall*, and *Charlotte Berrington*, as and when they should severally and respectively be entitled to the immediate equitable Freehold of the Hereditaments by the now being recited Clause authorized to be demised or leased, or appointed by way of Demise or Lease, but nevertheless, as to the said *Charles Ranken Hall* and *William Thomas Hall*, after they should respectively have attained the Age of Twenty-one Years, and as to the said *Charlotte Berrington*, notwithstanding her then present or any future Coverture, and also (during the Minority or respective Minorities of any Person or Persons who for the Time being might be entitled, as Tenant or Tenants for Life, or in Tail Male or Tail General, to the immediate equitable Freehold of the same Hereditaments,) to and for the said *George Maule*, *John Llewellen*, and *Joseph Kaye*, and the Survivors and Survivor of them,

Power to grant Building Leases.

them, and their or his Heirs or Assigns (as the Case might be) by any Deed or Deeds, Instrument or Instruments, in Writing, to be sealed and delivered by him, her, or them respectively in the Presence of and attested by Two or more credible Witnesses, and either referring or not referring to the now being recited Power to demise or lease, or limit or appoint by way of Demise or Lease, or join or concur in demising or leasing, or limiting or appointing by way of Demise or Lease, any Part or Share or Parts or Shares of such of the said Hereditaments as are specified in the Second Schedule to the now being recited Act annexed, not exceeding the respective Quantities specified in the Second Column of the same Schedule, unto any Person or Persons who should have built or who should covenant and agree to build upon the said Hereditaments, or any Part or Parts thereof respectively, any Messuages or Cottages, Erections, or other Buildings whatsoever, or to rebuild or substantially repair any of the Messuages, Cottages, Erections, or Buildings which then were or at any Time or Times thereafter should be on the same Hereditaments, or any Part or Parts thereof, or unto any Person or Persons who should be nominated for that Purpose by such last-mentioned Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession and not in reversion or by way of future Interest, with Liberty for the Lessee or Lessees to lay out and appropriate any Part or Parts of the Land or Ground to be comprised in any such Demise or Lease, or Limitation or Appointment by way of Demise or Lease respectively, not exceeding One Acre in respect of each Messuage or Cottage, for Yards or Gardens to be attached to the Messuages, Cottages, Erections, or other Buildings which might be built on the Land or Ground so demised or leased, or limited or appointed by way of Demise or Lease, and also for private or public Ways or Passages, or otherwise for the Use and Convenience of the Lessee or Lessees or other Tenants or Occupiers of the Premises, and to make Drains, Sewers, and other Easements for the more convenient Enjoyment thereof, and to dig and take such Building or Tile Stones, Earth, Clay, Sand, Loam, or Gravel as it should be found convenient to remove for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings or other Improvements to be erected or made in or upon the Premises so demised or leased, or limited or appointed by way of Demise or Lease, but not otherwise; and also to take or pull down any Messuages, Cottages, Erections, or other Buildings which should be then standing or being on the Hereditaments so to be demised or leased, or limited or appointed by way of Demise or Lease, for the Purpose of such rebuilding or repairing as aforesaid, or of building any other such Messuages, Cottages, Erections, or Buildings as aforesaid, so that upon every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, there should be reserved the best and most improved yearly Rent or Rents, to be payable quarterly, free from all Deductions whatsoever during the Continuance of the Term to be created thereby,

thereby, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, or limited or appointed by way of Demise or Lease as aforesaid, that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of Fine, Premium, or Foregift, for the making thereof, and so that there should be contained in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, Covenants from the Lessee or Lessees from Time to Time during the Term thereby created, well and substantially to repair and keep in repair all and singular the Messuages, Cottages, Erections, and other Buildings to be comprised in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, or to be thereafter erected and built upon the Premises thereby demised and leased, or limited or appointed by way of Demise or Lease, and to keep all the Buildings in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease to be comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in some One or more of the public Offices of Insurance in *London* or *Westminster*, for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as should be destroyed or damaged by Fire, and at the End or other sooner Determination of the Term to be thereby created to surrender the Premises thereby demised and leased, or limited or appointed by way of Demise or Lease, and so that there should be contained in every such Demise or Lease, or Limitation or Appointment by way of Demise or Lease, a Clause in the Nature of a Condition of Re-entry for Non-payment of the Rent thereby respectively reserved by the Space of Twenty-one Days next after the same should become payable, or for Non-performance of the Covenants, Provisoes, or Agreements to be therein contained on the Part of the Lessee or Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any), as from the Nature of the Case might appear to be reasonable and proper, and so that the Lessee or Lessees should execute a Counterpart or Counterparts thereof respectively; and by the Third Section of the now being recited Act it was further enacted, that the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns, should stand and be seised and possessed of and interested in the Rents, Royalties, and other Payments which should be reserved by every such Demise or Lease as firstly therein-before was mentioned, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations therein-after declared and contained of and concerning the same; that is to say, as to so much of the said Rents, Royalties, and other Payments as should become due or payable during the Time or respective Times that any of them the said Sir *Benjamin Hall*, *Richard Crawshay Hall*, *Charles Ranken Hall*, *William Thomas Hall*, and *Charlotte Berrington* should, by virtue of the Limitations contained in the

Appropriation of Mine Rents.

the said recited Will of the said *Benjamin Hall* the Testator, be entitled as Tenant for Life to the immediate equitable Freehold of the Hereditaments to be comprised in such Demise or Lease, upon trust that they 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,) should pay and apply, or cause to be paid and applied, One equal Seventh Part of the same Rents, Royalties, and other Payments to the Person or Persons, for the Purposes, and in the Manner, to whom and for and in which, under or by virtue of the said recited Will of the said *Benjamin Hall* the Testator, the yearly Rents, Issues, and Profits of the same Hereditaments would for the Time being have been payable and applicable if the now being recited Act had not been passed; and should pay or cause to be paid the other or remaining Six equal Seventh Parts of the said Rents, Royalties, and other Payments into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to the Intent that the same might be applied and disposed of in manner therein-after mentioned; and as to so much of the said Rents, Royalties, and other Payments as should become due or payable at any other Time or Times than whilst One of them the said Sir *Benjamin Hall*, *Richard Crawshay Hall*, *Charles Ranken Hall*, *William Thomas Hall*, and *Charlotte Berrington* should be so entitled as Tenant for Life as aforesaid, upon trust that they 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, should pay the Entirety of the said Rents, Royalties, and other Payments to the Person or Persons, for the Purposes, and in the Manner, to whom and for and in which, under or by virtue of the said Will of the said *Benjamin Hall* the Testator, the yearly Rents, Issues, and Profits of the same Hereditaments would for the Time being have been payable or applicable if the now being recited Act had not been passed; and by the now being recited Act it was further enacted, that it should be lawful for the said Court of Chancery, and the said Court was thereby required to order the Proportion of Rents, Royalties, and other Payments which was therein-before directed to be paid into the Bank of *England* as aforesaid to be so paid accordingly, such Order or Orders to be made in a summary Way upon the Petition of any Person or Persons interested in the Hereditaments for the Time being, subject to the Trusts and Provisions of the said Will of the said *Benjamin Hall* the Testator, either in possession, remainder, or reversion, or of the Guardian or Guardians of any such Person or Persons being an Infant or Infants, or of the Trustee or Trustees for the Time being of the same Will, and upon sufficient Proof by Affidavit or otherwise to the Satisfaction of the said Court that the Money so to be ordered to be paid had been actually received by the Party or Parties who should be ordered so to pay the same; and all which Moneys when so paid in should be placed to an Account, "*Ex parte Hall's*

Court may order Rents to be paid into the Bank, as before directed, &c.

Mine

Mine Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court; and it was by the now being recited Act further enacted, that all such Moneys as should be paid into the Bank, pursuant to the now being recited Act as aforesaid, or so much thereof as should not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions therein contained, should be laid out in such Manner as the said Court of Chancery should direct in the Purchase or Purchases of any Freehold or Copyhold Manors, Messuages, Tenements, Lands, or Hereditaments in *England* or *Wales*, whereof the Copyhold should not exceed more than One Sixth Part of the Freehold, free from all Incumbrances except Quitrents, Land Tax, and other Outgoings of that Nature, and the same should immediately after the Purchase thereof be settled and assured to and for such and the same Uses, Ends, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoes, and Limitations, as such of the said Hereditaments specified in the said First Schedule to the now being recited Act annexed, as were not by the said Will of the said *Benjamin Hall* the Testator either given to the said *Charlotte Hall* (then *Charlotte Hawkins*) for her Life, or charged with the said annual Sum of Two thousand two hundred Pounds, for her Benefit, should then stand limited, settled, or assured under or by virtue of same Will, and the now being recited Act, or as near thereto as Circumstances would permit; and that all Moneys which, pursuant to the Direction therein-before contained, should be paid into the Bank of *England* as aforesaid, or so much thereof as should not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions therein contained, should in the meantime and until such Moneys should be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments, be from Time to Time laid out by the Accountant General of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Moneys received for the same, as they should respectively be paid off by the Government, should from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills, provided that it should and might be lawful to and for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General should be in the course of Payment by Government, and new Exchequer Bills should be issued, such new Exchequer Bills might be received in exchange for those which were so in the course of Payment, as should be effectual for enabling such Receipt in exchange, and then in that event the Interest of the old Bills should be laid out as before directed with respect to the Interest when the Bills were paid off; all which Navy, Victualling, and Exchequer Bills should be deposited in the

the Bank of *England* in the Name of the said Accountant General, and should there remain until the same should, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the said Accountant General for completing any such Purchase or Purchases as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills should exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which should remain after discharging the Expenses of the Application to the Court should be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had been purchased pursuant to the now being recited Act, or to the Representative or Representatives of such Person or Persons respectively: And whereas by an Act of Parliament made and passed in the Third Year of the Reign of Her present Majesty, entitled *An Act to effect an Exchange of Mines and Lands between Sir* Benjamin Hall *Baronet, and others, and* Capel Hanbury Leigh *Esquire, and others*, (which Act is herein-after referred to as *Hall*'s Exchange Act,) after reciting, among other things, the said Will of the said *Benjamin Hall*, deceased, and the above-mentioned Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, and that the said *William Thomas Williams*, One of the Trustees of the last-mentioned Indenture of Appointment, departed this Life in the Month of *February* One thousand eight hundred and twenty-eight, leaving the said *George Price Watkins* him surviving; and reciting that by Indenture, endorsed 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 Ranken Hall* Clerk, of the Third Part, the said *William Addams Williams* and *Charles Ranken Hall* were (in pursuance of the 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 that by the said Indenture then in recital, all and singular the Freehold Lands and Premises by the said Indenture of Appointment appointed and conveyed to and in favour of the said *George Price Watkins* and *William Thomas Williams*, for the said Term of Five hundred Years, and the Appurtenances, were assigned by the said *George Price Watkins* (subject and without

Act of 2 & 3 Vict. c. 38. (*Priv.*) for effecting an Exchange of Mines under certain Lands subject to the Trusts of Benjamin Hall's Will for Mines under Lands belonging to C. H. Leigh, Esq.

Indenture dated 24th May 1839.

without Prejudice as in the said Indenture of Appointment and hereinbefore 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 reciting that the said *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, and had Issue by her Five Children only, namely, *Richard Morgan Hall*, *Charles Henry Hall*, *Benjamin William Hall*, *Mary Catherine Hall*, and *John Hall*; and reciting *Hall*'s Leasing Act; and also reciting an Indenture of Lease, bearing Date the Fourth Day of *August* One thousand eight hundred and thirty-six, 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* of the Second Part, and *Roger Hopkins*, *Rice Hopkins*, and *Thomas Hopkins*, and *William Truman Harford Phelps* of the Third Part, whereby all the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals lying or being within or under certain Lands therein described (being Part of the said Lands subject to the Trusts of the said Will of the said *Benjamin Hall* deceased), with Powers to get and work the same, were demised to the said *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps*, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* then last past, for the Term of Ninety-nine Years; and reciting the Deed of Settlement of the *Monmouthshire* Iron and Coal Company, dated the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six; and reciting a Deed of Declaration of Trust and Covenant, dated the Twenty-fifth Day of *October* One thousand eight hundred and thirty-six, whereby the said Lessees named in the above-mentioned Indenture of Lease declared and covenanted that they would stand possessed of the said demised Mines and Minerals in trust for the Proprietors in the said *Monmouthshire* Iron and Coal Company for the Residue of the said Term, except the last Thirty Days thereof, but at and subject to the Payment to the said Lessees of Rents and Royalties more beneficial than the Rents and Royalties reserved by the said Indenture of Lease; and reciting an Indenture of Assignment, dated the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, whereby One Third Part of the One Fourth Part or Share of the said *Rice Hopkins*, and One Third Part of the One Fourth Part or Share of the said *Thomas Hopkins* respectively of and in the said Mines and Minerals, were assigned to *Evan Hopkins* for the Residue of the said Term of Ninety-nine Years; and reciting an

Indenture of Lease dated 4th August 1836.

Indenture

Indenture of Settlement on the Marriage of the said *Rice Hopkins*, dated the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and an Indenture of Mortgage, dated the Twenty-sixth Day of *November* One thousand eight hundred and thirty-eight, both affecting the said demised Mines and Minerals, or some Share or Interest therein; it was among other Things 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 First Schedule to the now being recited Act annexed, being Hereditaments subject to the Trusts of the said Will of the said *Benjamin Hall* deceased, should, from and immediately after the passing of the now being recited 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 Second Schedule to the now being recited Act annexed, stood limited and settled, or were subject and liable immediately before the passing of the now being recited Act, under and by virtue of certain Indentures of Release and a Fine in the now being recited Act referred to, 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 the now being recited Act stood limited or settled, or were subject and liable immediately before the passing of the now being recited Act, under or by virtue of the said Will of the said Testator *Benjamin Hall*, the said Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, the said Act passed in the First Year of the Reign of His late Majesty King *William* the Fourth, the said Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, the said 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 recited Indenture of the Twenty-sixth Day of *December* One thousand eight hundred and thirty-six, the recited Indenture of the Seventeenth Day of *July* One thousand eight hundred and thirty-eight, and the said recited Indenture

Enacting Clauses.

Exchange of Mines under certain Lands subject to the Trusts of B. Hall's Will for other Mines under Lands belonging to C. H. Leigh, Esq.

Sir Benjamin Hall's Estate Act, 1858.

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 Second Schedule to the now being recited Act annexed; and it was by the now being recited Act 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 the now being recited Act annexed, should, from and immediately after the passing of the now being recited 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 the now being recited Act annexed stood limited and settled, or were subject and liable immediately before the passing of the now being recited Act, under or by virtue of the said 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 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 the now being recited Act stood limited and settled, or were subject

and

and liable immediately before the passing of the now being recited Act, under or by virtue of certain therein recited Indentures of Lease and Release of the Sixth and Seventh Days of *September* One thousand seven hundred and ninety-eight, and Fine levied in pursuance of the Covenant contained in such Indenture of Release, or under or by virtue of certain therein recited 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 a certain Indenture of the Eleventh Day of *April* One thousand eight hundred and thirty-nine, also in the said Act recited, 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 the now being recited Act annexed; and it was by the now being recited Act further enacted, that it should and might 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 therein and herein-before recited Act, should by reason of the Exchange therein-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 the now being recited 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 all Times thereafter to enter into and upon such of the same Lands and Hereditaments, not exceeding in the whole Thirty-three Statute Acres, as should be selected in manner therein-after mentioned, and there to dig, sink, win, work, make, and construct such and so many Pits, Groves, Shafts, Levels, Tunnels, Drifts, Trenches, Sluices, Waygates, Watergates, Watercourses, 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 of which he, she, or they, or his, her, or their Tenants respectively should for the Time being be entitled to work, get, or use, such of the Water flowing or which should or might flow in or upon or over all

Power to Persons entitled to work Mines under the said Lands in the Second Schedule to enter upon and use Thirty-three Acres of Land in Second Schedule.

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 Sides of all or any of the said Lands and Hereditaments, and also to make, use, and construct such Roads, Ways, Railways, and Tramroads 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 should or might 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 should 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 the now being recited Act, or any adjacent Lands and Hereditaments which they, he, or she, or their, his, or her Tenants respectively should 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 Airways, Airpits, and other Works and Contrivances as should be deemed expedient or desirable for effectually ventilating the said Mines, Quarries, Delphs, Seams, Beds, and Veins, all such Airways and Airpits to have Chimneys 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, Storerooms, Heap-rooms, Pit-rooms, Tip-rooms, Coke-hearths, Brick-kilns, Limekilns, Sheds, and other Buildings, Blast and other Furnaces and Ironworks, 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 should or might 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 should be manufactured, to or from any Place or 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, but subject to the Provisions in the now being recited Act contained; and by the now being recited Act it was also enacted, that the Piece or Parcel of Land or Ground and Hereditaments mentioned and comprised in the Third Schedule to the now being recited Act annexed, together with all and singular Commons, Trees,

Exchange of certain Lands, with the Minerals under the

Trees, Woods, Underwoods, Mounds, Fences, Hedges, Mines, Quarries, Minerals, Ways, Waters, Watercourses, Liberties, Privileges, Rights, Members, and Appurtenances to the same belonging or in anywise appertaining, should, from and immediately after the passing of the now being recited 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 Fourth Schedule to the now being recited Act annexed stood limited and settled, or were subject or liable immediately before the passing of the now being recited Act, under or by virtue of the said 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, 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 the now being recited Act annexed stood limited and settled, or were subject and liable immediately before the passing of the now being recited Act under or by virtue of the said 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 the now being recited Act annexed; and by the now being recited Act it was further enacted, that the Pieces or Parcels of Land or Ground and Hereditaments mentioned and comprised in the said Fourth Schedule to the now being recited Act annexed, together with all and singular Commons, Trees, Woods, Underwoods, Mounds, Fences, Hedges, Mines, Quarries, Minerals, Ways, Waters, Watercourses, Brooks, and Streams of Water, Liberties, Privileges, Rights, Members, and Appurtenances to the same belonging or in anywise appertaining, should, from and immediately after the passing of the now being recited 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 the now being recited Act annexed stood limited and settled, or were subject and liable immediately before the passing of the now being recited Act under or by virtue of the said Will of the said Testator *Benjamin Hall*, the said Indenture of Appointment of the Third Day of *December* One thousand

same, subject to the Trusts of Benjamin Hall's Will, for other Lands with the Minerals under the same belonging to C. H. Leigh, Esq.

thousand eight hundred and twenty-three, and the said 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 the now being recited Act stood limited and settled, or were subject and liable immediately before the passing of the now being recited Act, under or by virtue of the said 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 the now being recited Act annexed: And whereas the said *Charlotte Hall*, afterwards *Charlotte Hawkins*, the Widow of the said *Benjamin Hall* the Testator, departed this Life on the Eighth Day of *June* One thousand eight hundred and thirty-nine: And whereas the said *Benjamin Hanbury Stuart Hall* departed this Life in the Month of *February* One thousand eight hundred and forty-five, without having been married: And whereas the only Child of the said Sir *Benjamin Hall*, besides the said *Benjamin Hanbury Stuart Hall* and the said *Augusta Charlotte Elizabeth Hall*, namely, *Benjamin Cradoc Trevor Francis Zacchia Hall*, died in the Month of *June* One thousand eight hundred and thirty-five, an Infant of the Age of Five Years or thereabouts: And whereas by an Indenture, bearing Date the Twenty-ninth Day of *September* One thousand eight hundred and forty-six, and made between the said Sir *Benjamin Hall* of the First Part, the said *Richard Crawshay Hall* of the Second Part, *John Lintorn Simmons* of the Third Part, and *James William Freshfield* the younger of the Fourth Part, after reciting, among other Things, that it had been lately agreed between the said Sir *Benjamin Hall* and the said *Richard Crawshay Hall* that in consideration of an Annuity of Four hundred Pounds to be paid by the said Sir *Benjamin Hall* during the joint Lives of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, and to be secured by the Covenant of the said Sir *Benjamin Hall*, and by a Demise of the Hereditaments comprised in the Third Schedule to the now being recited Indenture annexed, he the said *Richard Crawshay Hall* should sell to the said Sir *Benjamin Hall* all the Estate or Interest of the said *Richard Crawshay Hall* for his Life, expectant on the Death of the said Sir *Benjamin Hall*, and on the Want or Failure of Sons of the said Sir *Benjamin Hall* and of Heirs Male of their Bodies, of or in all the Freehold, Copyhold, and Leasehold Estates which then were or thereafter should be subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, and of

Indenture, dated 29th Sept. 1846.

or

or in the Dividends, Interest, and annual Produce of all Moneys and Funds which were or should be applicable to the Purchase of Estates to be settled upon the like Trusts, but reserving out of such Estate or Interest for Life to the said *Richard Crawshay Hall* an Annuity of Two thousand Pounds, to be paid and secured in manner therein-after mentioned, and with such Stipulations as to the Powers by the said Will and Act of Parliament given to the said *Richard Crawshay Hall* as were therein-after contained; it is witnessed, that in pursuance of the said recited Agreement on the Part of the said Sir *Benjamin Hall*, and in consideration of the Demise and Assignment by the said *Richard Crawshay Hall* therein-after contained, the said Sir *Benjamin Hall* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said *Richard Crawshay Hall*, his Executors, Administrators, and Assigns, that he the said Sir *Benjamin Hall*, his Executors or Administrators, would pay unto the said *Richard Crawshay Hall*, his Executors, Administrators, and Assigns, One Annuity or yearly Sum of Four hundred Pounds of lawful *British* Money, from thenceforth for and during the joint Lives of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, by equal half-yearly Portions, with a proportionate Part on the Days and in manner therein mentioned; and by the now being recited Indenture the said Sir *Benjamin Hall* did demise unto the said *John Lintorn Simmons*, his Executors and Administrators, all and singular the Messuages, Lands, and other Hereditaments mentioned and specified in the Third Schedule thereunto annexed, with the Appurtenances, to hold the said Messuages, Lands, and Premises thereby demised unto the said *John Lintorn Simmons*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the now being recited Indenture for the Term of Ninety-seven Years thence next ensuing, if the said Sir *Benjamin Hall* should so long live, and that without Impeachment of Waste, but upon and for the Trusts, Intents, and Purposes therein-after mentioned, being Trusts for securing the due Payment of the said Annuity or yearly Sum of Four hundred Pounds to the said *Richard Crawshay Hall* or his Assigns, and subject thereto for the Benefit of the said Sir *Benjamin Hall* and his Assigns; and by the now being recited Indenture it was provided, that nothing therein contained should prejudice or affect the Powers by the said Will given to the said Sir *Benjamin Hall*, of charging the Hereditaments which were or might be subject to the Trusts thereof with a Jointure and Portions, so far as such Powers had not been already fully exercised, or the Powers of requesting or approving of Sales, Exchanges, and Purchases, or any other Powers given to him by the said Will or the said *Hall*'s Exchange Act, or the Powers of leasing, or of requesting or directing the granting of Leases given to him by the said Will and *Hall*'s Leasing Act respectively, or any of the same several Powers; and by the now being recited Indenture it is further witnessed, that in pursuance of the said Agreement, and in consideration of the said Annuity of Four hundred Pounds, the

Saving of Sir Benjamin Hall's Powers under Indenture, dated 29th Sept. 1846.

said *Richard Crawshay Hall* did demise unto the said *James William Freshfield* the younger, his Executors and Administrators, all and singular the said Manor of *Abercarne*, and the Freehold and Copyhold Messuages, Lands, and other Hereditaments respectively mentioned or specified in the First and Second Schedules to the now being recited Indenture annexed, save and except such Parts of the same Hereditaments or of the Minerals under the same as had been exchanged for other Lands, Mines, or Minerals by the Operation of the said *Hall*'s Exchange Act, and also all such Lands, Mines, and Minerals as were received in exchange by the said *George Maule*, *John Llewellin*, and *Joseph Kaye* under the Operation of the said last-mentioned Act, and also all other the Freehold and Copyhold Hereditaments which then were or at any Time or Times thereafter should be subject to the Trusts of the said Will of the said Testator *Benjamin Hall*, with the Appurtenances, to have and to hold the said Manor, Messuages, Lands, and all other the Premises lastly thereby demised or intended so to be, and every Part thereof, (but subject to the said Annuity of Fifteen hundred Pounds appointed by the said Indenture of the Third Day of *December* One thousand eight hundred and twenty-three, and to the Interest of the said Sum of Ten thousand Pounds charged for Portions by the same Indentures,) unto the said *James William Freshfield* the younger, his Executors, Administrators, and Assigns, from the Decease of the said Sir *Benjamin Hall*, and the Failure or Determination of the Estates in Tail Male by the said Will given to his Sons (whichever of such Events should last happen), for the Term of Ninety-eight Years thence next ensuing, and fully to be complete and ended, if the said *Richard Crawshay Hall* should so long live, and that without Impeachment of Waste, but subject to the Proviso therein-after contained to prevent the Extinction or Suspension of Powers, and upon and for the Trusts, Intents, and Purposes following; (that is to say,) upon trust that the said *James William Freshfield* the younger, his Executors, Administrators, and Assigns, should, during the said determinable Term of Ninety-eight Years, by and out of the yearly Rents, Issues, and Profits of the Manor, Messuages, Lands, and other Premises comprised in the same Term, (including in such Rents and Profits the One Seventh Part which, under the said Act of Parliament, should, or if the now being recited Indenture had not been executed, would have been payable to the said *Richard Crawshay Hall*, of the Rents, Royalties, and other Payments reserved or to be reserved by the Demises or Leases of Mines or Minerals made or to be made under the said Act,) or (if requisite) by demising, mortgaging, or selling the said Manor, Messuages, Lands, and Premises comprised in the said determinable Term of Ninety-eight Years, or any Part thereof, for all or any Part of the same Term, or by all or any of the said Ways or Means, or any other reasonable Ways or Means, levy and raise or pay to the said *Richard Crawshay Hall* or his Assigns, without any Deduction (except in respect of the Property or Income Tax) One Annuity or clear yearly Sum

Sum of Two thousand Pounds of lawful *British* Money, by equal half-yearly Payments in every Year, and a proportionate Part of the same Annuity to be respectively paid as therein mentioned; and as to the Manor, Messuages, Lands, and other Premises comprised in the said determinable Term of Ninety-eight Years, upon this further trust, that the said *James William Freshfield* the younger, his Executors, Administrators, and Assigns, should, by all or any of the Means aforesaid, levy, raise, retain, and satisfy all Costs and Expenses attending the raising of the said Annuity of Two thousand Pounds, and should pay over the Surplus of the Moneys to be raised by any of the Means aforesaid unto, and also pay all such Overplus of the Rents, Issues, and Profits of the Manor, Messuages, Lands, and other Premises comprised in the said determinable Term of Ninety-eight Years, (including in such Rents, Issues, and Profits the said One Seventh Part of Mining Rents, Royalties, and other Payments) as should from Time to Time remain after raising and paying the said Annuity of Two thousand Pounds, and the Expenses attending the raising thereof, unto, or permit the same Overplus of Rents, Issues, and Profits to be received by the Executors or Administrators of the said *Benjamin Hall*, as Part of his Personal Estate; and it is by the now being recited Indenture further witnessed, that in further pursuance of the said recited Agreement, and in consideration of the said Annuity of Four hundred Pounds, the said *Richard Crawshay Hall* did bargain, sell, and assign unto the said *James William Freshfield* the younger, his Executors and Administrators, all and singular the Interest, Dividends, and annual Produce, Rents, Issues, and Profits which, after the Decease of the said Sir *Benjamin Hall*, and the Failure or Determination of the Estates in Tail Male by the said Will given to his Sons, should, during the Life of the said *Richard Crawshay Hall*, arise from the said Sums of Nine hundred Pounds and One thousand six hundred and ninety-two Pounds One Shilling and Fivepence, and from any other the Moneys, Stocks, Funds, and Securities which then were or should from Time to Time be applicable to the Purchase of Estates to be settled upon the Trusts of the said Will in the meantime and until the same should be so applied, and also from any Leasehold Messuages, Lands, and Estates which then were or should thereafter be subject to the Trusts of the said Will, to have, hold, receive, and take the said Dividends, Interest, Rents, and other Premises thereby assigned unto the said *James William Freshfield* the younger, his Executors, Administrators, and Assigns, from thenceforth (but subject, so far as the same might be subject thereto, to the said Annuity of One thousand five hundred Pounds, and to the Interest of the said Sum of Ten thousand Pounds, and so subject,) upon and for the like Trusts, Intents, and Purposes, for further securing the said Annuity of Two thousand Pounds as therein-before declared, of the Messuages, Lands, and Premises comprised in the said determinable Term of Ninety-eight Years, for securing the same Annuity, and subject to the Trusts aforesaid,

aforesaid, in trust for the Executors or Administrators of the said Sir *Benjamin Hall*, as Part of his Personal Estate; and by the now being recited Indenture it was provided, agreed, and declared, that nothing therein contained should prejudice the Powers by the said Will given to the said *Richard Crawshay Hall*, of charging the Hereditaments which were or might be subject thereof with a Jointure and Portions, or either of such Charges, to be payable after the Death of the said *Richard Crawshay Hall*, or the Powers by the said Will given to him of making Requests for or of approving of Sales, Exchanges, or Purchases, or any other Powers given to him by the said Will or the said "*Hall*'s Exchange Act," or the Powers of leasing, or requesting or directing the granting of Leases given to him by the said Will and "*Hall*'s Leasing Act" respectively, or any of the same several Powers, except as to the said Powers of leasing, and of making Requests for and approving of Leases, Sales, Exchanges, and Purchases, so far as such Powers were modified by the Covenant next therein-after contained; and the said *Richard Crawshay Hall* did thereby, for himself, his Heirs, Executors, and Administrators, covenant with the said Sir *Benjamin Hall*, his Executors, Administrators, and Assigns, that he the said *Richard Crawshay Hall* would, at all Times during the Continuance of the said determinable Term of Ninety-eight Years, exercise and execute the said Powers of leasing, and of requesting and directing the granting of Leases, and of making Requests for and approving of Sales, Exchanges, and Purchases, in such Manner as should from Time to Time be requested in Writing by the Executors, Administrators, or Assigns of the said Sir *Benjamin Hall:* And whereas by an Indenture bearing Date the Eleventh Day of *November* One thousand eight hundred and forty-six, and made between the said *Augusta Charlotte Elizabeth Hall* (therein described as *Augusta Hall* Spinster, only Daughter of the said Sir *Benjamin Hall*,) of the First Part, the said Sir *Benjamin Hall* of the Second Part, *John Arthur Edward Jones* (therein called *John Arthur Jones*) of the Third Part, and the Right Honourable *Patrick James Herbert Crichton Stuart*, commonly called Lord *James Stuart*, *Henry Robert Ferguson Davie* (therein called *Henry Ferguson Davie*), and the Right Honourable *Arthur James Plunkett*, commonly called Lord Baron *Killeen*, and *John Francis Vaughan* (therein called *John William Vaughan*) of the Fourth Part, in contemplation and consideration of the Marriage which was shortly afterwards solemnized between the said *Augusta Charlotte Elizabeth Hall* and the said *John Arthur Edward Jones*, the said *Augusta Charlotte Elizabeth Hall* did assign unto the said Parties to the now being recited Indenture of the Fourth Part, their Executors, Administrators, and Assigns, all that the said Principal Sum of Ten thousand Pounds so appointed and settled by the said Sir *Benjamin Hall*, by the said recited Indenture of Appointment and Settlement of the Third Day of *December* One thousand eight hundred and twenty-three, for Portions of his Daughters or Daughter, and younger Sons or younger Son, as herein-

Indenture of 11th Nov. 1846.

before

before mentioned, and every Part thereof, to which the said *Augusta Charlotte Elizabeth Hall* was or might be entitled, and all Interest to become due for the same, or any Part thereof, to have, hold, receive, and take the said Principal Sum of Ten thousand Pounds and Interest unto the said Parties thereto of the Fourth Part, their Executors, Administrators, and Assigns absolutely; but, nevertheless, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after declared and contained of and concerning the same; and by the now being recited Indenture, the said Sir *Benjamin Hall* covenanted with the said Parties thereto of the Fourth Part, that if the said intended Marriage should take effect, he the said Sir *Benjamin Hall* would thenceforth during his Life pay to the said Parties thereto of the Fourth Part an annual Sum of Four hundred Pounds, for or in the Nature of Interest after the Rate of Four Pounds *per Cent. per Annum* on the said Sum of Ten thousand Pounds; and by the now being recited Indenture it was declared, that the said Parties thereto of the Fourth Part, and the Survivors and Survivor of them, should stand and be possessed of and interested in the said Sum of Ten thousand Pounds and Premises therein-before assigned, and the Interest thereof, and also of and in the said annual Sum therein-before covenanted to be paid by the said Sir *Benjamin Hall*, upon and for such Trusts, Intents, and Purposes, and under and subject to such Powers, Provisoes, Agreements, and Declarations, as the said Sir *Benjamin Hall*, *John Arthur Edward Jones*, and *Augusta Charlotte Elizabeth Hall*, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by them duly sealed and delivered, should, either before or after the Solemnization of the said intended Marriage, direct or appoint; and by the now being recited Indenture the said Sir *Benjamin Hall* did demise unto the said Parties thereto of the Fourth Part, their Executors, Administrators, and Assigns, all and singular the said Freehold and Leasehold Hereditaments and Premises by the said recited Will devised and settled, as herein-before is mentioned, and by the said recited Indenture of Appointment and Settlement made chargeable with the said Sum of Ten thousand Pounds, as therein-before was mentioned, and all and singular the Appurtenances, to have and to hold the said Freehold Hereditaments and Premises thereby demised unto the said Parties thereto of the Fourth Part, their Executors, Administrators, and Assigns, from the Solemnization of the said intended Marriage for the Term of Ninety-nine Years thence next ensuing, if the said Sir *Benjamin Hall* should so long live; and to have and to hold the said Leasehold Hereditaments and Premises thereby demised, subject nevertheless to the Rents and Covenants to which the same were respectively subject, unto the said Parties thereto of the Fourth Part, their Executors, Administrators, and Assigns, from the Solemnization of the said intended Marriage for the Residue of the Term or Terms of Years therein respectively

created by the Lease or Leases thereof, and then to come and unexpired, wanting Ten Days of the Terms therein respectively, if the said Sir *Benjamin Hall* should so long live; and as to all the said Freehold and Leasehold Hereditaments, upon certain Trusts therein declared for securing the Payment of the said annual Sum of Four hundred Pounds; and by the same Indenture the said Sir *Benjamin Hall* covenanted with the said Parties thereto of the Fourth Part, that he the said Sir *Benjamin Hall* and his Assigns would surrender or cause to be surrendered into the Hands of the Lords or Ladies of the Manors of which the same were respectively holden, and according to the Customs of the same Manors respectively, but subject to the Trusts aforesaid, which had Precedence or Priority over the Devise contained in the said Will of the said Sir *Benjamin Hall*, in trust for him the said Sir *Benjamin Hall* for his Life, all the Copyhold or Customary Hereditaments and Premises so devised and settled by the said recited Will, and so made chargeable with the said Sum of Ten thousand Pounds as therein-before mentioned, and the Appurtenances, to the Use of the said Parties thereto of the Fourth Part, their Executors, Administrators, and Assigns, but subject as therein-before is mentioned, and subject to the Rents, Dues, and Services therefore due and of Right accustomed and so subject, upon and for the Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoes, Agreements, and Declarations which were therein-before declared and contained of and concerning the Freehold and Leasehold Hereditaments and Premises thereby demised or intended so to be, or as near thereto as the Difference of Tenure would permit; and it was by the now being recited Indenture provided and declared, that nothing therein contained should operate to prejudice any Power of leasing vested in the said Sir *Benjamin Hall* under the said recited Will of the said *Benjamin Hall* the Testator, or otherwise of any of the said Freehold and Copyhold or Customary and Leasehold Hereditaments and Premises, or any of them, or any Part or Parts thereof, and that the said Sir *Benjamin Hall* should have and exercise any such his Power of leasing as fully as if the Demise and Covenants therein-before contained had not been made: And whereas by an Indenture bearing Date the same Eleventh Day of *November* One thousand eight hundred and forty-six, and made between the said *Augusta Charlotte Elizabeth Hall* (therein described as *Augusta Hall* Spinster) of the First Part, the said Sir *Benjamin Hall* of the Second Part, the said *John Arthur Edward Jones* (therein called *John Arthur Jones*) of the Third Part, and the said Lord *James Stuart*, *Henry Robert Ferguson Davie* (therein called *Henry Ferguson Davie*), Lord Baron *Killeen*, and *John Francis Vaughan* (therein called *John William Vaughan*) of the Fourth Part, the said Sir *Benjamin Hall*, *John Arthur Edward Jones*, and *Augusta Charlotte Elizabeth Hall*, in exercise of the Power for that Purpose given to them by the lastly herein-before recited Indenture, did direct and appoint that the said Principal Sum of Ten thousand Pounds assigned by the said lastly-recited

Indenture, dated 11th Nov. 1846.

Indenture

Indenture should thenceforth remain and be upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations therein-after declared and contained of and concerning the same, being for the Benefit of the said *John Arthur Edward Jones* and *Augusta Charlotte Elizabeth Hall*, and their Child or Children, or the Issue born in the Lifetime of the said *Augusta Charlotte Elizabeth Hall*, of any such Child or Children, or some of them, and subject thereto, in trust for the said *Augusta Charlotte Elizabeth Hall*, if she should survive the said *John Arthur Edward Jones*, but if she should die in his Lifetime, in trust for her Testamentary Appointees or next of Kin: And whereas the said Marriage between the said *John Arthur Edward Jones* and the said *Augusta Charlotte Elizabeth Hall* was shortly after the Date of the lastly above-recited Indenture duly solemnized: And whereas the said *John Arthur Edward Jones*, after his said Marriage, assumed and now bears and uses the Surname of *Herbert* in lieu of the Surname of *Jones:* And whereas by Two several Indentures, each bearing Date the Eighteenth Day of *March* One thousand eight hundred and fifty-four, One of them made between the said *John Arthur Edward Herbert* (therein called *John Arthur Herbert*) and the said *Augusta Charlotte Elizabeth Hall*, then the Wife of the said *John Arthur Edward Herbert*, of the First Part, the said Lord *James Stuart* of the Second Part, the said *Henry Robert Ferguson Davie* (then and now Sir *Henry Robert Ferguson Davie*), and the said *Arthur James* Lord *Killeen* and *John Francis Vaughan* of the Third Part, *Robert Berkeley* the younger of the Fourth Part, the said *James William Freshfield* the younger of the Fifth Part, and the said Sir *Benjamin Hall* of the Sixth Part, and the other of them made between the said *John Arthur Edward Herbert* (therein called *John Arthur Herbert*) and the said *Augusta Charlotte Elizabeth Herbert* of the First Part, the said Lord *James Stuart* of the Second Part, the said Sir *Henry Robert Ferguson Davie*, *Arthur James* Lord *Killeen*, and *John Francis Vaughan* of the Third Part, the said *Robert Berkeley* the younger of the Fourth Part, and the said *James William Freshfield* the younger of the Fifth Part, the said *Robert Berkeley* was duly appointed to be a Trustee under the Two above-recited Indentures of the Eleventh Day of *November* One thousand eight hundred and forty-six respectively, in the Place of the said Lord *James Stuart;* and by means of the same Indentures or One of them, and of Two other Indentures, each bearing Date the same Eighteenth Day of *March* One thousand eight hundred and fifty-four, and made between the said *James William Freshfield* the younger of the one Part, and the said *Henry Robert Ferguson Davie*, *Arthur James* Lord *Killeen*, *John Francis Vaughan*, and *Robert Berkeley* of the other Part, the said Sum of Ten thousand Pounds, and the said annual Sum of Four hundred Pounds respectively comprised in the said Indentures of the Eleventh Day of *November* One thousand eight hundred and forty-six, were vested in the said Sir *Henry Robert Ferguson Davie*, *Arthur James* Lord *Killeen*, *John Francis Vaughan*, and *Robert Berkeley*,

Indentures, dated 18th March 1854.

Indenture of Lease, dated 8th Aug. 1848.

Berkeley, upon the Trusts of the same Indentures: And whereas by an Indenture of Lease bearing Date the Eighth Day of *August* One thousand eight hundred and forty-eight, and made between the said *George Maule* (the then surviving Trustee under the said Will of the said *Benjamin Hall* the Testator) of the First Part, the said Sir *Benjamin Hall* of the Second Part, and *Joseph Beaumont* and *Jeremiah Cairns* of the Third Part, the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals lying or being within or under certain Lands and Hereditaments therein respectively firstly and secondly described, (being Lands subject to the Trusts of the said Will of the said *Benjamin Hall*,) with certain Liberties, Powers, and Authorities in respect of the same Mines, Minerals, Lands, and Hereditaments, were granted and demised unto the said *Joseph Beaumont* and *Jeremiah Cairns*, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* One thousand eight hundred and forty-five, for the Term of Ninety-nine Years, subject to the Payment of the yearly Rents and Royalties thereby reserved, and to the Observance and Performance of the Covenants therein contained on the Part of the said Lessees, their Executors, Administrators, and Assigns, and among such Covenants is a Covenant that the said Lessees, their Executors, Administrators, and Assigns, should not nor would, during the Continuance of the said Demise, use or permit to be used any Ironstone, Iron Ore, or Coal whatsoever in or upon the Houses, Buildings, Furnaces, Coke Yards, and Works erected or made or to be erected or made on the Lands firstly and secondly therein-before described, or any Part thereof, other than and besides what should be raised or gotten from or out of the said Mines, Veins, and Seams thereby demised, upon any Account or Pretence whatsoever, save and except such Ironstone, Iron Ore, or Coal as should be raised or gotten from any Mine or Mines situate and being not less than Thirty Miles from the Site of the Mines and Premises thereby demised: And whereas, by an Indenture bearing Date the Seventeenth Day of *March* One thousand eight hundred and fifty-three, and made between the said Sir *Benjamin Hall* of the First Part, *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, Ironmasters, (carrying on Business together as Copartners under the Firm of the *Ebbw Vale* Iron Company,) of the Second Part, and *William Roden* of the Third Part, after reciting that the said Sir *Benjamin Hall* was, under the Will of his late Father *Benjamin Hall* Esquire, equitable Tenant for Life, without Impeachment of Waste, of the Lands and Hereditaments, the Mines and Minerals under which were demised by the Indenture of Lease next therein-after recited; and reciting that by an Indenture of Lease, bearing Date the Fourth Day of *August* One thousand eight hundred and thirty-six, and made between the said *George Maule*, *John Llewellin*, and *Joseph Kaye* of the First Part, the said Sir *Benjamin Hall* of the Second Part, and *Roger Hopkins*, *Rice Hopkins*, *Thomas Hopkins*, and *William Truman Harford Phelps* (therein-after called

Indenture, dated 17th March 1853.

called the Lessees) of the Third Part, the Mines, Delphs, Quarries, Beds, Veins, and Seams of Iron, Ironstone, Coal, Limestone, and other Minerals lying or being within or under certain Lands and Hereditaments therein respectively firstly and secondly described, together with the Powers and Authorities in the said Indenture contained, were granted and demised unto the Lessees, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* One thousand eight hundred and thirty-six, for the Term of Ninety-nine Years, at and under the Rents and Royalties therein mentioned; and reciting that the said Indenture of Lease had since determined and become void; and reciting that by an Agreement bearing Date the Twenty-eighth Day of *September* One thousand eight hundred and forty-eight, and made between the said Sir *Benjamin Hall* of the one Part, and *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser* of the other Part, after reciting (among other Things) the said Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, the said Sir *Benjamin Hall* thereby, for himself, his Executors, and Administrators, agreed to sell, and the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser*, thereby, for themselves jointly and severally and for their and each and every of their Executors and Admininstrators, agreed to purchase, all the Right, Title, and Interest of the said Sir *Benjamin Hall*, as from the Twenty-fifth Day of *December* then last, for the then Remainder of his natural Life, of and in the Lands, Tenements, and Hereditaments, Mines and Minerals, demised by the said Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, whether such Mines or Minerals should be worked under or by virtue of the said last-mentioned Indenture of Lease, or under or by virtue of any other Lease of the same Mines and Minerals, or in any other Manner whatsoever, for the Sum of Seventeen thousand five hundred Pounds, One equal Third Part of the said Sum to be paid to the said Sir *Benjamin Hall* upon the Execution of the said Agreement, and the remaining Two Third Parts thereof to be paid to the said Sir *Benjamin Hall*, his Executors, Administrators, and Assigns, at the Times therein mentioned; and reciting that the said Mines and Minerals had been and were worked under and by virtue of another Lease, namely, the herein-before recited Lease bearing Date the Eighth Day of *August* One thousand eight hundred and forty-eight, and expressed to be made between the said *George Maule* of the First Part, the said Sir *Benjamin Hall* of the Second Part, and *Joseph Beaumont* and *Jeremiah Cairns* of the Third Part, whereby the same Mines and Minerals were demised for the Term of Ninety-nine Years from the Twenty-fourth Day of *June* One thousand eight hundred and forty-five; and reciting the Payment of the said Sum of Seventeen thousand five hundred Pounds to the said Sir *Benjamin Hall*; and reciting that by an Indenture of Assignment bearing Date the Fifth Day of *May* One thousand eight hundred and fifty-one, and made between the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser* of the one Part, and *Edward*

Huddleston of the other Part, for the Consideration therein mentioned, all the Right, Title, and Interest of the said Sir *Benjamin Hall*, of and in the Lands, Tenements, and Hereditaments, Mines and Minerals, mentioned or referred to in the said Indenture of Lease of the Eighth Day of *August* One thousand eight hundred and forty-eight (being the Lands, Tenements, and Hereditaments, Mines and Minerals, also mentioned and referred to in the said Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six,) and which was by the said Sir *Benjamin Hall* contracted or agreed to be sold and conveyed to the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser*, as therein-before recited, and the full Benefit of the said Contract or Agreement were granted, assured, ratified, and confirmed by the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser*, unto the said *Edward Huddleston*, his Executors, Administrators, and Assigns, during the natural Life of the said Sir *Benjamin Hall*, subject to a Proviso for the Redemption of the same Premises on Payment to the said *Edward Huddleston*, his Executors, Administrators, or Assigns, of the Principal Sum of Twenty-five thousand Pounds, with Interest thereon, at the Time therein mentioned; and that in the said Indenture was contained a Power for the said *Edward Huddleston*, his Executors, Administrators, or Assigns, in case Default should be made in Payment of the said Principal Sum of Money or Interest, or any Part thereof, to sell and dispose of the said Premises as therein mentioned; and reciting that the said *Edward Huddleston* made his Will bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and fifty-two, and thereby appointed the Reverend *Edward Huddleston* and *George Eyston* Executors thereof; and reciting that the said Testator *Edward Huddleston* died on the Twenty-seventh Day of *October* One thousand eight hundred and fifty-two, without having revoked or altered his said Will, and the same was proved by the Executors therein named in the Prerogative Court of *Canterbury* on the Twentieth Day of *November* One thousand eight hundred and fifty-two; and reciting that by an Indenture, bearing Date the Fifteenth Day of *January* One thousand eight hundred and fifty-three, and made between the said *Edward Huddleston* and *George Eyston* (Executors of the said *Edward Huddleston* deceased) of the First Part, the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson* of the Second Part, and the said *William Roden* of the Third Part, after reciting (among other Things), that the Sum of Fourteen thousand Pounds and upwards, being a Part or Portion of the said Sum of Twenty-five thousand Pounds, together with an Arrear of Interest thereon, still remained due and owing to the said *Edward Huddleston* and *George Eyston*, as such Executors as aforesaid, in consideration of the Sum of Four thousand Pounds paid to the said *Edward Huddleston* and *George Eyston* by the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, the said *Edward Huddleston* and

George

George Eyston pursuant to and in exercise and execution of the said Power for that Purpose given by the said Indenture of the Fifth Day of *May* One thousand eight hundred and fifty-one, granted, assured, ratified, and confirmed all the Right, Title, and Interest of the said Sir *Benjamin Hall*, as from the Twenty-fourth Day of *June* then last past, for the Remainder of his natural Life, of and in the Lands, Tenements, and Hereditaments, Mines and Minerals, mentioned or referred to in the said Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, and in the said Indenture of Lease of the Eighth Day of *August* One thousand eight hundred and forty-eight, and which was by the said Sir *Benjamin Hall* contracted or agreed to be sold and conveyed to the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser* as therein-before was mentioned, with the Appurtenances, and the full Benefit of the said Contract or Agreement of the Twenty-eighth Day of *September* One thousand eight hundred and forty-eight, unto the said *William Roden*, his Executors, Administrators, and Assigns, upon trust for the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, and as Part of their Partnership Assets; it is witnessed, that in pursuance of the said Agreement of the Twenty-eighth Day of *September* One thousand eight hundred and forty-eight, and in consideration of the said Sum of Seventeen thousand five hundred Pounds paid by the said *Henry Wyborne Jones*, *Ferdinand Huddleston*, and *John Fraser*, as therein-before mentioned, the said Sir *Benjamin Hall* did grant, release, and confirm unto the said *William Roden*, and his Executors, Administrators, and Assigns, all and singular the Lands, Tenements, and Hereditaments, Mines and Minerals, demised by the therein-before in part recited Indenture of Lease of the Fourth Day of *August* One thousand eight hundred and thirty-six, whether such Mines and Minerals should be worked under or by virtue of the said last-mentioned Indenture of Lease, or under or by virtue of any other Lease of the same Mines and Minerals, or in any other Manner whatsoever, together with all the Rights, Members, and Appurtenances to the said Hereditaments and Premises belonging or in anywise appertaining, and all the Estate, Right, Title, Interest, Property, Claim, and Demand whatsoever of him the said Sir *Benjamin Hall* of, in, to, out of, or upon the same Hereditaments and Premises, and every Part thereof, to have and to hold the said Lands, Tenements, and Hereditaments, Mines and Minerals, unto the said *William Roden*, to the Use of the said *William Roden*, his Executors, Administrators, and Assigns, for and during the natural Life of the said Sir *Benjamin Hall*, nevertheless upon trust for the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, their Executors, Administrators, and Assigns, as Part of their Partnership Assets: And whereas by an Indenture or disentailing Assurance, bearing Date the Thirtieth Day of *July* One thousand eight hundred and fifty-three, and made between the said *Richard Morgan Hall* of the First Part, the said Sir

Indenture, dated 30th July 1853.

Sir Benjamin Hall's Estate Act, 1858.

Sir *Benjamin Hall* of the Second Part, and the said *James William Freshfield* the younger of the Third Part, and duly enrolled in Her Majesty's High Court of Chancery on the Ninth Day of *August* One thousand eight hundred and fifty-three, the said *Richard Morgan Hall*, with the Consent of the said Sir *Benjamin Hall*, testified by his being a Party to and executing the now being recited Indenture, did grant, assign, and convey unto the said *James William Freshfield* the younger, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality thereof, all and singular the Freehold and Copyhold or Customary Manors, Messuages, Lands, Tenements, and Hereditaments devised by the said Testator *Benjamin Hall*, upon trust as aforesaid, which then remained subject to the Trusts of the Will of the said *Benjamin Hall*, or to such of the Trusts as were then subsisting undetermined or capable of taking effect, and also (except as therein-after mentioned) all and singular other the Freehold and Copyhold or Customary Hereditaments and Premises whatsoever or wheresover, which by Purchase, Exchange, or otherwise howsoever had become, or then were, or thereafter should become subject to the Trusts declared by the said Testator *Benjamin Hall*, of and concerning the Freehold and Copyhold or Customary Hereditaments devised by his said Will, in trust as aforesaid, or to such of the same Trusts as were then subsisting undetermined or capable of taking effect (except and reserved out of the now being recited Grant, Assignment, and Conveyance, all that Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Eglwsylan* in the County of *Glamorgan*, and then in Occupation of as Tenant thereof to the said Sir *Benjamin Hall*, and which said Farm, Lands, and Hereditaments were purchased by, but not conveyed to the said Testator *Benjamin Hall* in his Lifetime, and were by the therein and herein-before mentioned Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *February* One thousand eight hundred and twenty-three, conveyed and assured unto and to the Use of said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns for ever, upon the Trusts of the Will of the said Testator *Benjamin Hall* deceased); and also (by way of Conveyance and not of Exception), all and singular the Trust Moneys, Stocks, Funds, and Securities which under or by virtue of the said *Hall*'s Leasing Act, or the Rules of Law and Equity, were then or might thereafter be subject or liable, to be laid out or invested in Lands or Hereditaments, to be settled upon the Trusts by the said Testator declared of his Freehold Hereditaments devised by his said Will upon trust as aforesaid, or upon such of the same Trusts as might be subsisting undetermined or capable of taking effect, with the Appurtenances to the said Hereditaments, Mines, and Premises, to have and to hold the said Manors, Messuages, Lands, Hereditaments, Moneys, and Premises (subject nevertheless to the Life Estates of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, and to the said Jointure and Charge for Portions made as aforesaid by the said Sir *Benjamin Hall*,

Hall, and to the Powers given by the said Will and the said Act of Parliament, or otherwise, to the said Sir *Benjamin Hall* and *Richard Crawshay Hall* respectively, and to the Estates and Interests created or to be created under or by virtue of such Powers, and also to the Estate or Estates in Tail Male by the said Will given or limited to or for any Son or Sons to be born to the said Sir *Benjamin Hall*, and the Powers and Rights appurtenant to such Estates in Tail Male,) unto the said *James William Freshfield* the younger, his Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the Premises; but nevertheless to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said *Richard Morgan Hall* by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by him duly sealed and delivered, should from Time to Time, with the Consent in Writing of the said Sir *Benjamin Hall*, direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, and so far as any such Direction, Limitation, or Appointment, if incomplete, should not extend, to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations, as the said Hereditaments, Moneys, and Premises thereby granted, assigned, and conveyed stood limited or subject to immediately before the Execution of the now being recited Indenture: And whereas by another Indenture, bearing Date the Thirtieth Day of *July* One thousand eight hundred and fifty-three, and made between the said *Richard Morgan Hall* of the First Part, the said Sir *Benjamin Hall* of the Second Part, the said *Richard Crawshay Hall* and *George Frederick Fox* of the Third Part, and *Henry Ray Freshfield* of the Fourth Part, reciting (amongst other Things) the lastly herein-before recited Indenture, and also reciting that the Copyhold or Customary Hereditaments devised by the said Testator, and then subject to the Trusts of his said Will, and such Copyhold or Customary Hereditaments as had become and then remained subject to the Trusts of the same Will, were held of the Manor of *Abercarne*, and were considered to be merged in the Freehold and Inheritance of the same Manor, and that it had been agreed that the same should be merged; it is witnessed, that in consideration of the Appointment and Conveyance therein-after made by the said *Richard Morgan Hall*, the said Sir *Benjamin Hall* did covenant with the said *Richard Morgan Hall*, his Executors and Administrators, that the said Sir *Benjamin Hall*, his Executors and Administrators, would pay to the said *Richard Morgan Hall*, his Executors, Administrators, or Assigns, within Six Months next after the Decease of the Survivor of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, the Sum of Twelve thousand Pounds; and further, that the said Sir *Benjamin Hall*, his Executors and Administrators, would pay to the said *Richard Morgan Hall*, his

Indenture, dated 30th July 1853.

Executors and Administrators, Interest upon the said Sum of Twelve thousand Pounds, at the Rate of Four Pounds *per Centum per Annum*, from the Twenty-fifth Day of *March* then last past, until the said Sum of Twelve thousand Pounds should be payable as therein mentioned; and further, the said Sir *Benjamin Hall* did thereby covenant with the said *Richard Morgan Hall*, his Executors and Administrators, and also as a separate Covenant, with *Louisa Maria Hall* (Wife of the said *Richard Morgan Hall*), her Executors and Administrators, that if the said *Richard Morgan Hall* should die in the Lifetime of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, or of the Survivor of them, and should leave the said *Louisa Maria Hall* him surviving, he the said Sir *Benjamin Hall*, his Executors or Administrators, would thenceforth pay to the said *Louisa Maria Hall* and her Assigns, during her Life, an Annuity of Three hundred Pounds, by equal half-yearly Payments as therein mentioned, to be increased to an Annuity of Five hundred Pounds from and after the Decease of the Survivor of the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, if she should be then living, and to be paid in like Manner; and for further securing to the said *Richard Morgan Hall*, his Executors, Administrators, and Assigns, the Payment of the said Sum of Twelve thousand Pounds and the Interest thereof, the said Sir *Benjamin Hall* did, by the now being recited Indenture, demise unto the said *George Frederick Fox*, his Executors, Administrators, and Assigns, all and singular the Freehold Manors, Messuages, Lands, and Hereditaments then subject or thereafter to become subject to the Trusts of the said Will of the said *Benjamin Hall* deceased, with the Appurtenances, to hold the said Manors, Messuages, Lands, and Hereditaments thereby demised (subject as to such and so many of the same Hereditaments as were subject thereto to the said Annuities of Four hundred Pounds and Two thousand Pounds, secured to the said *Richard Crawshay Hall* as aforesaid) unto the said *George Frederick Fox*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of the now being recited Indenture, for the Term of Eighty-seven Years thence next ensuing, if the said Sir *Benjamin Hall* and *Richard Crawshay Hall*, or either of them, should so long live, and that without Impeachment of Waste; but upon certain Trusts therein expressed for securing the due Payment of the said Annuity of Three hundred Pounds or Five hundred Pounds, as the Case might be, and the Interest of the said Sum of Twelve thousand Pounds and the said Sum of Twelve thousand Pounds; and it was by the now being recited Indenture provided, that nothing therein contained should prejudice or affect the Powers by the said Will of the said *Benjamin Hall* the Testator given to the said Sir *Benjamin Hall* of charging the Hereditaments which were or might be subject to the Trusts thereof, with a Jointure and Portions so far as such Powers had not been already fully exercised, and the Powers of requesting or approving of Sales, Exchanges, and Purchases, or any other Powers given to him by the said Will or the said "*Hall's*

Leasing

Leasing Act," or the Powers of leasing, or of requesting or directing the granting of Leases, given to him by the same Will and Act respectively, or any of the same several Powers; and by the now being recited Indenture, for the Considerations therein mentioned, the said *Richard Morgan Hall*, in exercise and execution of the Power or Authority to him given by the lastly above-recited Indenture, with the Consent of the said Sir *Benjamin Hall* and with the Knowledge and Approbation of the said *Richard Crawshay Hall*, did direct, limit, and appoint that all and singular the Manor of *Abercarne*, and the Freehold and Copyhold or Customary Manors, Messuages, Lands, Mines, and other Hereditaments respectively comprised in and devised by the said Will of the said *Benjamin Hall* the Testator to Trustees, upon trust as therein-before is mentioned, and which then remained subject to the Trusts of the same Will, and all and singular other the Lands, Mines, and Hereditaments which, by Purchase, Exchange, or by the Rules of Law and Equity had become subject to the Trusts by the same Will declared of the Freehold and Copyhold Hereditaments thereby devised in trust as aforesaid (except the said Farm, Lands, and Hereditaments situate, lying, and being in the Parish of *Eglwsylan* in the County of *Glamorgan*, and which were excepted out of the lastly herein-before recited Indenture), and also (by way of Conveyance and not of Exception) all other the Freehold and Copyhold or Customary Hereditaments which thereafter, by means of the Moneys liable or to become liable as herein-before is mentioned to be laid out in the Purchase of Hereditaments, should become subject or liable to the Trusts by the said Will of the said *Benjamin Hall* the Testator declared of his Freehold and Copyhold or Customary Hereditaments thereby devised in trust as aforesaid, should thenceforth, (but subject to the Life Estates and Interest therein of the said Sir *Benjamin Hall* and *Richard Crawshay Hall* respectively, and to the said Jointure and Charge for Portions created as aforesaid by the said Sir *Benjamin Hall*, and to the several Powers by the said Will and the said "*Hall's* Leasing Act," or otherwise given to or vested in the said Sir *Benjamin Hall* and *Richard Crawshay Hall* respectively, and the Estates or Interests created or to be created by virtue of such Powers, and also to the Estate or Estates in Tail Male by the said Will given to any Son or Sons to be born to the said Sir *Benjamin Hall*, and the Rights appurtenant to such Estates,) go, remain, and be to the Use, Intent, and Purpose, that if the said Sir *Benjamin Hall* should die without having had a Son who should attain the Age of Twenty-one Years, or die under that Age leaving Male Issue, then and in such Case the said *Richard Morgan Hall*, if he shall be living at the Decease of the Survivor of the said Sir *Benjamin Hall* and *Richard Crawshay Hall* and the Failure of such a Son of the said Sir *Benjamin Hall*, should and might receive and take thenceforth during his Life the annual Sum or yearly Rent of Three thousand Pounds of lawful Money of *Great Britain*, to be charged upon and yearly issuing and payable out of all and singular the said Hereditaments and Premises thereby appointed

or

or assured, or intended so to be, with their Appurtenances, and to be paid to the said *Richard Morgan Hall* or his Assigns, by Four equal quarterly Payments as therein mentioned, and to certain Uses for securing the Payment thereof; and subject to the said annual Sum or yearly Rent of Three thousand Pounds, and the Powers and Remedies for recovering and obtaining Payment thereof, to the Use of the said *George Frederick Fox*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from the Date of the now being recited Indenture, without Impeachment of Waste, upon the Trusts therein-after declared for further securing Payment of the said annual Sum of Three thousand Pounds; and subject to the same Term and the Trusts thereof, to the Use of the said *Richard Morgan Hall*, his Executors, Administrators, and Assigns, for the Term of Two thousand Years, to be computed from the Date of the now being recited Indenture, without Impeachment of Waste, but for the Purposes therein-after mentioned, for securing to the said *Richard Morgan Hall*, his Executors, Administrators, or Assigns, in the Event therein-after mentioned, the Sum of Twenty thousand Pounds, and for further securing to him and them the said Sum of Twelve thousand Pounds therein-before covenanted to be paid, and the Interest thereof; and subject to the same Term and the Purposes thereof, to the Use of the said Sir *Benjamin Hall*, his Heirs and Assigns for ever, for his and their own absolute Use and Benefit; and it was by the now being recited Indenture agreed and declared between and by the said Sir *Benjamin Hall* and *Richard Morgan Hall*, that if the said Sir *Benjamin Hall* should die without having had a Son who should attain the Age of Twenty-one Years, or die under that Age leaving Male Issue, then and in such Case, but not otherwise, the said Hereditaments and Premises thereby appointed or assured, or intended so to be, should, subject as therein-before was mentioned, be charged and chargeable with the Payment to the said *Richard Morgan Hall*, his Executors, Administrators, or Assigns, of the Principal Sum of Twenty thousand Pounds at the Expiration of Six Calendar Months after the Decease of the Survivor of the said Sir *Benjamin Hall* and *Richard Crawshay Hall* and the Failure of such Son of the said Sir *Benjamin Hall*, whichever should first happen, with Interest for the same Sum after the Rate of Four Pounds *per Centum per Annum* for such Six Calendar Months, and for such further Time as the same Sum should be due and unpaid; and it was thereby agreed and declared, that the said Hereditaments and Premises were thereby limited to the said *Richard Morgan Hall*, his Executors, Administrators, and Assigns, for the said Term of Two thousand Years, to the Intent and Purpose to secure to him and them the Payment of the said Sum of Twenty thousand Pounds and the Interest thereof, if the same should become due and payable, and also for further securing to him and them the Payment of the said Sum of Twelve thousand Pounds therein-before covenanted to be paid, and the Interest thereof, and that for that Purpose it should be lawful for him or them, after the same should become

payable,

payable, by demising, assigning, or otherwise disposing of the Hereditaments comprised in the same Term, or any of them, for all or any Part of the same Term, or by and out of the Rents and Profits of the same Hereditaments, or by all or any of the same Means, or by any other reasonable Ways and Means, to levy and raise and satisfy the said Sum of Twenty thousand Pounds and the Interest thereof, and also the said Principal Sum of Twelve thousand Pounds and the Interest thereof, or so much thereof as should not be otherwise paid or satisfied; and by the now being recited Indenture, in exercise and execution of the Power or Authority to him given by the lastly above-recited Indenture, he the said *Richard Morgan Hall* did direct and appoint that the Moneys therein mentioned, and all and singular other the Moneys, Stocks, Funds, and Investments which under or by virtue of the said Will of the said *Benjamin Hall* the Testator, or the said *Hall*'s Leasing Act, or otherwise howsoever, then were or thereafter should be or become liable to be laid out in the Purchase of Lands and Hereditaments to be settled upon the Trusts of the said Will, should, subject as therein-before is mentioned with respect to the said Freehold and Copyhold Hereditaments thereby appointed or assured, go, remain, and be to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations as, regard being had to the Nature of the Premises, would best or most nearly correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations therein-before declared of and concerning the Freehold and Copyhold Hereditaments thereby appointed or assured, or intended so to be; and by the now being recited Indenture the said *Richard Morgan Hall* did assign unto the said *Henry Ray Freshfield*, his Executors, Administrators, and Assigns, all and singular the Leasehold Hereditaments and Tenements devised and bequeathed by the said Will in trust as aforesaid, and which then remained subject to the Trusts declared by the said Will, and all and singular other the Appurtenances to the said Leasehold Hereditaments and Tenements belonging or appertaining, to hold the said Leasehold Hereditaments and Tenements (subject to the Rents and Covenants to which the same were respectively subject, and subject also as therein-before is mentioned with respect to the Freehold Hereditaments thereby appointed and assured, or intended so to be,) unto the said *Henry Ray Freshfield*, his Executors, Administrators, and Assigns, for all the Residue of the Term or Terms for which the said Leasehold Hereditaments and Tenements were respectively holden, but nevertheless upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoes, Agreements, and Declarations as, regard being had to the Difference in the Tenure or Nature of the Property, would best or most nearly correspond with the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations therein-before declared of and concerning the Freehold Hereditaments thereby appointed or assured, or intended so to be; and

it was by the now being recited Indenture provided and agreed, that nothing therein contained should prejudice the Powers by the said Will given to the said Sir *Benjamin Hall* and *Richard Crawshay Hall* respectively, of charging the Hereditaments which were or might be subject to the Trusts thereof with a Jointure and Portions, or either of such Charges, or the Powers by the said Will given to them respectively of making Requests for or of approving of Sales, Exchanges, or Purchases, or any other Powers given to them respectively by the said Will or the said "*Hall*'s Leasing Act," or the Powers of leasing, or requesting or directing the granting of Leases given to them respectively by the said Will and Act respectively, or any of the same several Powers: And

Death of J. Kaye and J. Llewellin.

Death of George Maule.

whereas the said *Joseph Kaye* and *John Llewellin* respectively departed this Life in the Lifetime of the said *George Maule*, and the said *George Maule* departed this Life on or about the Fourteenth Day of *November* One thousand eight hundred and fifty-one, having duly made and executed his last Will and Testament in Writing, bearing Date on or about the Thirteenth Day of *November* One thousand eight hundred and forty-four, and thereby appointed his Wife *Caroline Forsyth Maule*, and his Son *George Benjamin Maule* (who died in the Lifetime of the said *George Maule*), and *John Blosset Maule* and *Henry Baldwin Raven*, Executors of his said Will, and without having revoked or altered his said Will, except by certain Codicils which did not affect the said Appointment of Executors; and the said Will and Three Codicils thereto were duly proved by the said *John Blosset Maule* and *Henry Baldwin Raven* in the Prerogative Court of the Archbishop of *Canterbury*, on the Eighteenth Day of *December* One thousand eight hundred and fifty-one, by the said *John Blosset Maule* and *Henry Baldwin Raven* alone: And whereas the said *George Maule* did not by his said Will, or by either of the Codicils thereto, make any Devise of Estates vested in him upon any Trusts, by reason whereof the Real Estate which was at the Time of the Decease of the said *George Maule* vested in him as surviving Trustee under or by virtue of the Will of the said *Benjamin Hall* the Testator, or under any Conveyances which had been made in pursuance of the Trusts of the said Will, or under the said *Hall*'s Exchange Act, or otherwise, descended, on the Decease of the said *George Maule*, upon the said *John Blosset Maule* as his eldest surviving Son and Heir-at-law, the said *George Benjamin Maule*, the eldest Son of the said *George Maule*, having died without Issue: And whereas by an Indenture bearing Date the Thirty-first Day of *January* One thousand eight hundred and fifty-four, and made between the said *John Blosset Maule* and *Henry Baldwin Raven* of the First Part, the said Sir *Benjamin Hall* of the Second Part, the said *John Blosset Maule* of the Third Part, and the said *George Baugh Allen* and Sir *Henry Robert Ferguson Davie* and *Thomas Kenah* of the Fourth Part, the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah* were, in pursuance of a Power in that Behalf contained in the said Will of the said *Benjamin Hall* deceased,

Indenture, dated 31st Jan. 1854. Appointment of George Baugh Allen, Sir Henry R. Ferguson Davie, and Thomas Kenah to be Trustees.

deceased, appointed to be Trustees in the Place of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, under the said Will of the said *Benjamin Hall* the Testator, for the Purpose of serving, carrying on, and executing such and so many of the Uses, Trusts, Powers, Authorities, and Purposes in the said Will of the said *Benjamin Hall* the Testator, expressed and declared, or by the said recited Acts of Parliament, or any other Act or Acts of Parliament conferred, concerning the Real or Personal Estate of the said Testator *Benjamin Hall*, or then subject to such of the Limitations and Directions of his said Will as were then subsisting undetermined or capable of taking effect; and by the same Indenture the Real and Personal Estates and Property then subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, were by the said *John Blosset Maule* and *Henry Baldwin Raven* respectively granted, conveyed, and assured unto the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, their Heirs, Executors, Administrators, or Assigns, respectively to be held upon the Trusts of the said Will: And whereas the said *Lancelot Baugh Allen* died on or about the Twenty-eighth Day of *October* One thousand eight hundred and forty-five, leaving the said *William Jones* his Co-trustee him surviving: And whereas the said *John Lintorn Simmons* died on or about the Eleventh of *May* One thousand eight hundred and forty-nine, having appointed *John Hill*, *Robert Beake Simmons*, and the Reverend *Charles Tynte Simmons* to be Executors of his last Will and Testament, who have duly proved the same in the Prerogative Court of *Canterbury*: And whereas the said *James William Freshfield* the younger died on or about the Nineteenth Day of *May* One thousand eight hundred and fifty-seven, having appointed *Charles Kaye Freshfield* and the said *Henry Ray Freshfield* to be Executors of his last Will and Testament, who have duly proved the same in the Prerogative Court of *Canterbury*: And whereas the said Dame *Augusta Hall* is now living: And whereas under and in pursuance of divers Orders of the said Court of Chancery, made in the Matter of the said *Hall*'s Leasing Act, divers Sums of Money arising from Six Seventh Parts of the Rents, Royalties, and other Payments reserved by and received under Mining Leases granted in pursuance of the Powers of the said Act have been laid out in the Purchase of divers Lands, Tenements, and Hereditaments, upon the Trusts of the said Will of the said *Benjamin Hall* the Testator, and there are now remaining in the Hands or to the Credit of the Accountant General of the said Court, Exchequer Bills to the Amount of Ten thousand one hundred Pounds, and Cash to the Amount of One thousand seven hundred and seventy-seven Pounds Twelve Shillings and Ninepence, on the said Account "*Ex parte Hall*'s Mine Account," which Exchequer Bills and Cash together are considerably less in Amount than the Sums of Money which have been so laid out in the Purchase of Lands, Tenements, and Hereditaments as last aforesaid: And whereas the said Sir *Benjamin Hall* hath erected at *Llanover* in the

the County of *Monmouth*, on the Estates subject to the Trusts of the said Will, a Mansion called *Llanover Court*, with suitable Offices, Gardens, and Pleasure Grounds, and he hath also made a Broad Gauge Tramway on the said Estates for the Purposes of conveying Coal and other Minerals from and over the said Estates to a Tramway of the *Monmouthshire* Railway and Canal Company, whereby, in connexion with a Tramway on the private Estate of the said Sir *Benjamin Hall*, a direct Communication is formed between the said Estates and the Town of *Newport*; and the said Sir *Benjamin Hall* hath erected on a Portion of the said Estates situate at *Abercarne* in the said County, a Church for the Accommodation of Three hundred and fifty Persons, or thereabouts, and he hath laid out and expended out of his own Moneys in such Buildings and Railway a Sum of Seventy thousand Pounds and upwards: And whereas a Royalty or Consideration might be obtained in respect of the Use, on the Lands described in the said Indenture of Lease of the Eighth Day of *August* One thousand eight hundred and forty-eight, of Ironstone, Iron Ore, and Coal, not raised or gotten from or out of the Mines, Veins, and Seams thereby demised, or from a Mine or Mines not less than Thirty Miles from the Site thereof, and it would therefore be beneficial to the Persons entitled to the said Lands and Hereditaments in reversion expectant on such Lease, if the therein contained and above-recited Covenant not to use such Ironstone, Iron Ore, and Coal were released or modified; but Doubts are entertained whether the said Covenant can be released or modified without the Authority of Parliament: And whereas it may from Time to Time be found that the Reservations and Provisions contained in Leases or Grants made or to be made under the Powers of leasing contained in the said Will of the said *Benjamin Hall* the Testator, or under either of the Powers to grant Mining and Building Leases respectively contained in *Hall*'s Leasing Act, or under any Power herein-after contained, might, with Advantage to the said Sir *Benjamin Hall* and the Persons entitled in succession after him to the Mines, Lands, or Hereditaments comprised in or affected by such respective Leases or Grants, be varied, with the Consent of the respective Lessees or Grantees, their Executors, Administrators, or Assigns; but Doubts are entertained whether the said Sir *Benjamin Hall*, or his Assigns or Successors in Interest, or the Trustees or Trustee under the said Will of the said *Benjamin Hall* the Testator, with the Consent of the said Sir *Benjamin Hall*, or his Assigns or Successors in Interest, could vary such Reservations and Provisions by accepting Surrenders of such respective Leases or Grants, and making new Leases or Grants, or otherwise, without the Authority of Parliament: And whereas, inasmuch as the said Sir *Benjamin Hall* is equitable Tenant for Life, without Impeachment of Waste, of the Estates which are subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, and it is the established Usage of Parliament, in granting Powers to lease the Mines and Minerals in Settled Estates, the Tenants for Life whereof are not impeachable

impeachable of Waste, to require that One equal Fourth Part only of the Royalties or Rents to be reserved on the Leases granted under such Powers shall be invested in augmentation of the Settled Estates, and the same Rule is prescribed by a Public General Act passed in the Twentieth Year of Her Majesty's Reign, entitled *An Act to facilitate Leases and Sales of Settled Estates*, with respect to Leases to be granted under the Authority of that Act, it is therefore just and reasonable that the said Sir *Benjamin Hall* should be relieved from the said Provision in *Hall*'s Leasing Act contained, for the Payment into the Bank of *England* of Six equal Seventh Parts of the Rents and Royalties and other Payments reserved by every Demise or Lease made under the Power firstly contained in the said Act, to be applied and disposed of as therein directed, and that in future only One equal Fourth Part of the Rents, Royalties, and other Payments reserved or to be reserved in respect of the Mines and Minerals demised and leased under the Authority of the said Act should be so paid into the Bank of *England*, and applied and disposed of as aforesaid, and that the remaining Three Fourth Parts of such Rents, Royalties, and other Payments should be paid and applied in manner in the said Will directed concerning the Rents and Profits of the Hereditaments in respect of which such Rents, Royalties, and Payments are or shall be reserved: And whereas it is just and reasonable that the whole of the said Exchequer Bills and Cash now remaining in the Hands or to the Credit of the said Accountant General on the said Account "*Ex parte Hall*'s Mining Account" as aforesaid should be paid out to the said Sir *Benjamin Hall*, for his own Use and Benefit, and it is just and reasonable, as to the Six Seventh Parts of the Rents, Royalties, and Payments already accrued due upon any such Lease and Demise as aforesaid, which, according to the Direction in the said Act, ought to be paid into the Bank and invested in the Purchase of Lands or Hereditaments as aforesaid, but have not yet been so paid in or invested, whether the same have been actually received by the said Trustees or not, that the said Sir *Benjamin Hall* should receive Seventeen equal Twenty-fourth Parts of such Six Seventh Parts for his own Use and Benefit: And whereas it is doubtful whether, under *Hall*'s Leasing Act, any Lessee or Lessees can be authorized to work Beds of Fire Clay and Brick Earth for Sale, and to manufacture Bricks and Tiles for Sale, and it is expedient that Power should be given to grant such Authority: And whereas it would be for the Benefit of the said Sir *Benjamin Hall* and his Successors in Interest, if the said Trustees or Trustee under the Will of the said *Benjamin Hall* the Testator, with the Consent of the said Sir *Benjamin Hall* or his Successors in Interest, were authorized to grant to any Person or Persons requiring the same, Wayleaves, Waterleaves, and other Rights and Easements over, through, and upon any Hereditaments subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, other than the Hereditaments herein-after excepted from the Operation of this Act, for long Terms of Years, and to grant Leases for long Terms of

19 & 20 Vict. c. 120.

Years of Tramroads and other Roads and Ways, subject to the Trusts of the said Will: And whereas it is expedient that the Trustees of the said Will of the said *Benjamin Hall* the Testator should be empowered, in any Lease of Mines, Minerals, or Easements to be granted in exercise of the Power to grant Mining Leases conferred by *Hall*'s Leasing Act, or in exercise of the Power to grant Leases of Easements herein contained, to reserve a minimum or lowest Rent, either of invariable Amount or to increase from Time to Time during any Part of the Term to be thereby granted, such minimum Rent to be accepted in lieu of the same Amount of Royalties, and also in any Lease of Mines to provide that any Payments to be made in respect of any Year under the Reservation of a minimum Rent may be set off against the Royalties which shall become payable in respect of the working during any subsequent Year or Years, subject as after mentioned, and also to provide in any Lease of Mines for the Cesser or Reduction of any Surface and minimum Rents to be thereby reserved, or of either of them: And whereas it is expedient that the Power to grant Building Leases given by *Hall*'s Leasing Act should be extended to all the Lands for the Time being subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, other than the Hereditaments herein-after excepted from the Operation of this Act, and without Limit as to the Quantity of Land, Parcel of each Estate, to be so let on Lease, and that the said leasing Power should also be extended to authorize the letting of Land to be occupied with Sites for Villa Residences, not exceeding Ten Acres of Land to each Villa, and that Authority should be given to lay out appropriate Land for Markets and other Purposes: And whereas Portions of the Lands and Hereditaments subject to the Trusts of the said Will of the said *Benjamin Hall* could be demised upon Terms beneficial to the said Sir *Benjamin Hall* and his Successors in Interest, if the said Sir *Benjamin Hall* and his Successors in Interest were authorized to grant such Lands as Sites for Works or Manufactories upon Lease for Terms of Years not exceeding Ninety-nine Years, and it is expedient that such Authority should be given: And whereas the Leases and Agreements for Leases mentioned in the Schedule hereunto annexed have been granted and entered into for Building Purposes in respect of Land subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator; and Parcel of the several Hereditaments specified in the Second Schedule to *Hall*'s Leasing Act, but the Lands included in such Leases and Agreements, alone or together with the Lands included in previous Leases or Agreements, exceed the Quantities by the said Act authorized to be demised, and it is expedient that Authority should be given to the said Sir *Benjamin Hall* and his Successors in Interest to confirm such Leases and Agreements: And whereas it is expedient that the Trustees of the said Will of the said *Benjamin Hall* the Testator should be empowered, with such Consent as is herein-after mentioned, to take Leases or Grants of Tramroads and other Roads and Ways convenient

to

to be used with any Lands subject to the Trusts of the said Will, and of Wayleaves and Waterleaves, and other Rights and Easements over, through, or upon Lands adjoining any Hereditaments subject to the Trusts of the said Will, and to pay the Rents or Royalties to be reserved upon such Leases or Grants out of the Rents or Royalties to be reserved in respect of the Hereditaments subject to the Trusts of the said Will: And whereas by reason that the Manor of *Abercarne* forms Part of the Hereditaments subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, it is expedient that the Restriction in the said Act contained, limiting the Proportion of Copyholds to be purchased under the Authority of the said Act to One Sixth Part of the Freeholds purchased under the same Authority, should be removed, so far as concerns Copyholds held of the said Manor of *Abercarne*: And whereas it is expedient that, subject to the Provision herein-after contained, the Power in the said Will of the said *Benjamin Hall* the Testator contained, authorizing the Sale or Exchange of such Part or Parts, not exceeding in the whole One hundred Acres of the Lands, Hereditaments, and Premises thereby devised, should be extended to all the Lands and Hereditaments for the Time being subject to the Trusts of the said Will, other than the Hereditaments herein-after excepted from the Operation of this Act, without Limit as to the Quantity of the Lands to be so sold or exchanged; but the several Objects aforesaid cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, Sir *Benjamin Hall*, doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for all Purposes as "Sir *Benjamin Hall*'s Estate Act, 1858."

Power to vary the Terms of and take Surrenders of Leases.

II. Where at any Time or Times after the passing of this Act there shall be subsisting any Demise, Lease, or Grant, or Contract for a Demise, Lease, or Grant, already made or hereafter to be made under the Power of leasing contained in the said Will of the said *Benjamin Hall* the Testator, or under either of the Powers of leasing contained in *Hall*'s Leasing Act, or under any Power herein-after contained, it shall be lawful for the Person or Persons who for the Time being would be entitled, under or by virtue of the Power in exercise of which such Demise, Lease, or Grant, or Contract shall have been made, to make a like Demise, Lease, or Grant, or Contract, if the Hereditaments comprised therein or affected thereby were not already demised, leased, or granted, or contracted so to be, (with the Consent of the Person or Persons (if any) whose Consent would for the Time being be necessary to the making thereof,)

thereof,) to enter into, make, and carry into effect any Agreement or Arrangement with the Lessee or Lessees, or Grantee or Grantees, or the Executors, Administrators, or Assigns of the Lessee or Lessees or Grantee or Grantees (as the Case may be) under such Demise, Lease, or Grant, or Contract, either for the Release, Alteration, or Modification of any of the Rents, Royalties, Covenants, Provisions, and Conditions respectively reserved and contained by and in such Demise, Lease, or Grant, or by such Contract agreed to be reserved and contained by and in any intended Demise, Lease, or Grant, or for the Acceptance from such Lessee or Lessees or Grantee or Grantees, or intended Lessee or Lessees or Grantee or Grantees, his or their Executors, Administrators, or Assigns, of an absolute Surrender or Release of such Demise, Lease, or Grant, or Agreement, such Surrender or Release to be followed or not (as may be agreed upon) by any such fresh Demise, Lease, or Grant, or Demises, Leases, or Grants of all or Part of the Messuages, Lands, Mines, Minerals, Hereditaments, Wayleaves, or Easements comprised in such surrendered Demise, Lease, or Grant, with or without any Additions thereto, as the said Person or Persons hereby authorized could lawfully make if such Demise, Lease, or Grant, or Agreement, so to be surrendered or released, did not exist, and to execute, accept, perform, and do all such Agreements, Deeds, Surrenders, Demises, Leases, Grants, Assurances, and Acts as shall be deemed necessary or expedient for carrying any such Agreement or Arrangement into effect; but so that this Act shall not authorize any such Demise, Lease, or Grant, or Agreement, to be altered so as after such Alteration to be such a Demise, Lease, or Grant, or Agreement, as could not at or subsequently to the Time of the original making thereof have been originally made, either under the Authority of the said Will of the said *Benjamin Hall* the Testator, or under the Authority of *Hall*'s Leasing Act, or of this Act, and so that every such Agreement or Arrangement as aforesaid to be entered into, made, and carried into effect, and every Consent hereby required to any such Agreement or Arrangement as aforesaid, be given without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the same, or any Consideration other than the Alteration or Surrender of such Demise, Lease, or Grant, or the Acceptance of such new Demise, Lease, or Grant, as the Case may be: Provided that nothing herein contained shall take away, restrain, or affect, by Implication or otherwise, any Power or Right of modifying the Terms of or accepting a Surrender or enforcing a Forfeiture of any such Demise, Lease, or Grant, or Agreement, which any Person or Persons would have had, or could or might have exercised, if this Act had not been passed.

Section 3 of 1 W. 4. c. 43. (*Private*) repealed.

III. The Third Section of *Hall*'s Leasing Act is hereby repealed, save so far as concerns the Rents, Royalties, and Payments, whereof Six Seventh

Seventh Parts have been already actually applied in or appropriated to the Purchase of Lands or Hereditaments pursuant to the Directions in the said Act contained.

Apportionment of certain Parts.

IV. The said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, shall stand and be possessed of and interested in all the Rents, Royalties, and other Payments which have been or shall be reserved by any Demise or Lease already granted or hereafter to be granted under or by virtue of the firstly herein-before recited Power of leasing contained in *Hall*'s Leasing Act, or in exercise of the Power herein-before contained of altering any Lease granted or to be granted under the said Power, and which shall hereafter, during the Life of the said Sir *Benjamin Hall*, become due and payable, or which have already become due and payable, and whereof Six Seventh Parts have not before the passing of this Act been actually paid into the Bank of *England* in pursuance of the Direction in that Behalf contained in *Hall*'s Leasing Act, upon trust to pay Four equal Twenty-eighth Parts of so much of the same Rents, Royalties, and other Payments as have become or shall become due and payable in respect of the Hereditaments and Premises comprised in the said recited Indenture of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, unto the said *William Roden*, his Executors, Administrators, or Assigns, nevertheless upon trust for the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, their Executors, Administrators, or Assigns, and to pay Four equal Twenty-eighth Parts of so much of the same Rents, Royalties, and Payments as have become or shall become due and payable in respect of any other Hereditaments, unto the Person or Persons, for the Purposes, and in the Manner, to whom and for and in which the same would for the Time being have been payable if neither the Third Section of *Hall*'s Leasing Act nor this Act had been passed; and to pay Seventeen other equal Twenty-eighth Parts of all the said Rents, Royalties, and other Payments unto the said Sir *Benjamin Hall*, his Executors or Administrators, and so that the same may not be or be deemed to be subject to or included in or by the marshalling of any prior or other Charge or Charges, or otherwise be indirectly or otherwise affected by any of the Charges, Incumbrances, Agreements, Conveyances, or Assignments made, created, or effected by the herein-before recited Indenture dated the Twenty-ninth Day of *September* One thousand eight hundred and forty-six, the herein-before recited Indenture dated the Seventeenth Day of *March* One thousand eight hundred and fifty-three, or the lastly herein-before recited Indenture dated the Thirtieth Day of *July* One thousand eight hundred and

and fifty-three respectively, or any of them, and to pay the remaining Seven equal Twenty-eighth Parts of all the said Rents, Royalties, and other Payments into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to the Intent that the same may be applied and disposed of in the Manner directed by *Hall*'s Leasing Act, with respect to the Six Seventh Parts of the said Rents, Royalties, and other Payments which, by the Third Section of the said Act, were directed to be paid into the Bank of *England* as aforesaid; and all the Directions and Provisions in *Hall*'s Leasing Act contained with respect to the said Six Seventh Parts of the said Rents, Royalties, and other Payments shall extend and be applicable to the Seven Twenty-eighth Parts of the said Rents, Royalties, and other Payments hereby directed to be paid into the Bank of *England*.

Moneys, &c. in Court of Chancery standing to the "Hall's Mine Account," to be paid to Sir B. Hall.

V. It shall be lawful for the High Court of Chancery, and the same Court is hereby required, upon the Petition, to be preferred in a summary Way, of the said Sir *Benjamin Hall*, his Executors or Administrators, to order that the whole of the Exchequer Bills or other Securities and Moneys which have been placed and are now standing in the Name of the Accountant General of the said Court to the Account "*Ex parte Hall*'s Mine Account," in pursuance of the Directions contained in *Hall*'s Leasing Act, shall be paid or transferred to the said Sir *Benjamin Hall*, his Executors or Administrators, for his and their own Use and Benefit.

Lessees may be empowered to work Fire Clay and Brick Earth, and make Bricks, &c. for Sale.

VI. It shall be lawful for the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, in and by any Demise or Lease to be granted in exercise of the firstly herein-before recited Power of leasing contained in *Hall*'s Leasing Act, or in the Exercise of the Power herein-before contained of altering any Lease granted or to be granted under the said Power, to authorize the Lessee or Lessees therein named, his or their Executors, Administrators, and Assigns, to dig, search for, take, get, and use for any Purpose, sell or dispose of any Fire Clay or Brick Earth, or other Clay or Earth that may be found within or under any Lands or Hereditaments to which such Demise or Lease shall relate; and upon any such Lands or Hereditaments to manufacture for Sale, or any other Purpose, any Bricks, Tiles, and other Articles from such Fire Clay, Brick Earth, or other Clay or Earth; and a Demise or Lease of Fire Clay or Brick Earth, or other Clay or Earth alone, or of any kind of building or other Stone alone, or of Slate alone, or of Sand alone, or of any other Mineral alone, shall be and be deemed to be authorized by the said Power of leasing.

VII. It

Power to the Trustees under Benjamin Hall's Will, with Consent, to grant Wayleaves and other Easements for 99 Years.

VII. It shall be lawful to and for the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, with the Consent in Writing of the said Sir *Benjamin Hall* during his Life, and after his Decease with the Consent in Writing of the Person or Persons who for the Time being shall be entitled to the immediate equitable Freehold of the Hereditaments in respect of which the Power or Authority given by this present Clause shall be exercised, and of full Age, and as to any Person or Persons so entitled who shall then be under the Age of Twenty-one Years, with the Consent in Writing of his or their Guardian or Guardians (and notwithstanding the Existence of all or any of the herein-before recited Charges and Incumbrances on the said equitable Freehold), by any Deed or Deeds to be sealed and delivered by the said Trustees or Trustee, to demise or grant to any Person or Persons, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession within One Year from the Time of making such Demise or Grant, any Tramway or Tramways, Railway or Railways, or other Ways or Roads which for the Time being shall be subject to any of the Trusts of the said Will of the said *Benjamin Hall* the Testator, with any Appurtenances or Conveniences to be used therewith, or any Wayleave or Wayleaves, or Right or Rights of Way or Passage, or any Right or Rights to pass Water or Air, or to draw or take Water, or any Right or Rights to construct or occupy and use any Wharf or Wharfs or other Station or Stations, or any Easement or Easements over, across, through, within, under, upon, or from any of the Lands, Mines, and Hereditaments which for the Time being shall be subject to any of the Trusts of the said Will of the said *Benjamin Hall* the Testator, (other than the Lands and Hereditaments herein-after excepted from the Operation of this Act,) and for the better Exercise and Enjoyment of any such Tramway, Railway, Way, Road, Wayleave, or other Right or Rights, to authorize the Lessee or Lessees, or Grantee or Grantees thereof, to construct, lay down, and use, and from Time to Time to repair, amend, alter, divert, and remove any Tramroads, Railroads, or other Roads or Ways, and any Bridges, Fences, Gates, Pits, Shafts, Drifts, Passages, Watercourses, Airways, and other Works and Conveniences; but so that every such Lease or Grant be made subject and without Prejudice to the Rights of the Lessee or Lessees for the Time being under any Lease which shall have been made under or by virtue of the said Will of the said *Benjamin Hall* the Testator, or *Hall*'s Leasing Act, or this Act; and so that upon and in respect of every such Lease or Grant there be reserved and made payable yearly or oftener, during the Continuance of the same Grant, to the said Trustees or Trustee for the Time being, their or his Heirs and Assigns, the best and most improved yearly Rent or Rents, to consist either of a fixed yearly Sum or fixed yearly Sums, or of Tolls, Duties, or Royalties, according

according to a Rate or Rates to be either fixed or variable, in accordance with the Tolls, Duties, or Royalties for the Time being charged for similar Purposes by some public Railway or Canal Company in the Counties of *Monmouth* and *Glamorgan*, or One of them, or partly of a fixed yearly Sum or fixed yearly Sums, and partly of such Tolls, Duties, or Royalties as aforesaid, that can be reasonably had or gotten for or in respect of the same Lease or Grant, without taking any Fine or Foregift, or anything in the Nature of a Fine or Foregift, for or in respect of the making thereof; and so that upon every such Lease or Grant there be reserved a Power to put an end to the same in case any Rent or Rents thereupon to be reserved shall be behind and unpaid for the Space of Twenty-one Days after the Time appointed for Payment thereof; and so that the Person or Persons to whom any such Lease or Grant shall be made as aforesaid shall, within One Year after the Date thereof, seal and deliver to the said Trustees or Trustee a Counterpart or Duplicate of the same Lease or Grant, and thereby covenant duly to pay the Rent or Rents to be reserved upon such Lease or Grant as aforesaid, of the due Sealing and Delivery of which Counterpart or Duplicate within the Time aforesaid the Certificate in Writing of the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator shall be full and sufficient Evidence: Provided, that if any Surface or Underground Wayleave or other Easement be granted or demised in or by any Lease of Mines or Minerals made in exercise of the said Power to lease Mines and Minerals contained in *Hall*'s Leasing Act, or in any Alteration of any such Lease made in exercise of the Power of Alteration herein-before contained, all Royalties, Rents, or other Payments reserved or made payable in respect of such Wayleave or other Easement shall be applicable in the same Manner as is herein directed concerning the other Royalties and Payments reserved by such Lease, whether in respect of the Minerals gotten thereunder or otherwise.

Power to reserve in Mining Leases invariable or increasing minimum Rents with Average Clauses.

VIII. It shall be lawful for the Persons or Person for the Time being exerscising the Power of leasing Mines and Minerals contained in *Hall*'s Leasing Act, or exercising the Power of leasing or granting Tramways, Railways, Roads, Wayleaves, and other Rights and Easements herein-before contained in and by any Demise, Lease, or Grant to be granted in exercise of such respective Power, to reserve by way of minimum Rent a yearly Rent or yearly Rents, either of the same Amount in each Year or increasing in Amount once or oftener during the Term of such Demise or Lease, and to commence either from the Commencement of such Term or from any subsequent Day (but so that the Rent to be so reserved and made payable in any Year shall never be less than the Rent to be so reserved and made payable in any prior Year of the said Term); and to provide that the Payments in respect of the Royalties or Tolls reserved in such Demise or Lease for Mineral Produce or Manufactures, or Ways, Roads, or Wayleaves, and to grow due in any Year or Half Year, shall be

be taken or accepted in or towards Satisfaction of the said minimum Rent to be so reserved in respect of the same Year or Half Year, and that any Payment which shall have been made in respect of such minimum Rent for any Year or Half Year, beyond the Amount of the Royalties or Tolls in respect of Mineral Produce actually raised or manufactured, or the actual User of Ways, Roads, or Wayleaves during the same Period, shall be taken in or towards Satisfaction of the Excess of Royalties or Tolls to grow due beyond the Amount of the current minimum Rent or Rents during any subsequent Period to be therein limited, not exceeding Five Years; and also to provide for the Suspension or Reduction of any such minimum Rent, and of any Surface Rent to be thereby reserved, or of either of them, during any unavoidable Suspension or Hindrance to the working of the Mines and Minerals thereby demised; and also in any such Demise, Lease, or Grant, to provide in any Manner for the Cesser or Surrender of the same Demise, Lease, or Grant: Provided that when by reason of any Provision inserted under the Authority of this Act in any such Lease, any Moneys accrued due in respect of any such minimum Rent as aforesaid, during the Life of any Tenant for Life or Infant Tenant in Tail under the Limitations in the said Will of the said *Benjamin Hall* the Testator, and received by such Tenant for Life or in Tail, shall be set off against any Royalties or Tolls accrued due after the Decease of such Tenant for Life or in Tail, the Moneys so received and set off shall be deemed to have been received by such Tenant for Life or in Tail for the Use of the Persons or Person entitled at Law to give a Discharge for the Royalties or Tolls against which such Set-off shall be made, and may be recovered against the Heirs, Executors, and Administrators of such Tenant for Life or in Tail, by an Action at Law accordingly, and shall be applied in the same Manner as the Amount so set off from the last-mentioned Royalties or Tolls would have been applied if no such Set-off had been made.

Power to provide for Cesser or Suspension or Reduction of Rent, or Surrender of Lease.

Protection of Remainderman from the Operation of Average Clause.

IX. It shall be lawful for the said Sir *Benjamin Hall* during his Life, and after his Decease for the Person or Persons who for the Time being shall be entitled to the immediate equitable Freehold of the Hereditaments in respect of which the Power or Authority given by this present Clause shall be exercised, and of full Age, and during the Minority or respective Minorities of any Person or Persons for the Time being entitled to such immediate equitable Freehold, for the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, from Time to Time and at any Time or Times hereafter, by any Deed or Deeds, or Instrument or Instruments in Writing, to be sealed and delivered by him or them in the Presence of and attested by Two or more credible Witnesses,

Power to grant Terms for 99 Years for building, &c.

Witnesses, and either referring or not referring to this present Power, to demise or lease, or limit or appoint by way of Demise or Lease, any Part or Parts of the Hereditaments which are or for the Time being shall be subject to any of the Trusts of the said Will of the said *Benjamin Hall* the Testator, (other than the Hereditaments herein-after excepted from the Operation of this Act,) unto any Person or Persons who will covenant to use the same Hereditaments, and the Buildings and Erections erected or to be erected thereon, for the Purpose of carrying on some Manufacture or manufacturing Process, and not for any other Purpose, or unto any Person or Persons who shall have built, constructed, made, or effected, or shall covenant and agree to build, construct, make, or effect, upon or in the said Hereditaments, or any Part or Parts thereof respectively, any Messuages, Cottages, Warehouses, Manufactories, Workshops, Erections, or other Buildings whatsoever, or any Canals, Docks, Basins, Wharfs, Quays, Staiths, Piers, Jetties, or other Places of the like Sort, or any Railways, Tramways, or other Ways, Roads, or Passages, or any Landing Places or other Conveniences to be used therewith, or any other Works or Improvements, or any substantial Repairs of any of the Messuages, Cottages, Warehouses, Manufactories, Workshops, Erections, Buildings, Docks, Basins, Wharfs, Quays, Staiths, Piers, Jetties, Railways, Tramways, Ways, Roads, Passages, Landing Places, Conveniences, Works, or Improvements which now are or at any Time or Times hereafter shall be on the same Hereditaments, or any Part or Parts thereof, or unto any Person or Persons who shall be nominated for that Purpose by such last-mentioned Person or Persons for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession within One Year from the Time of making such Demise, Lease, or Appointment, with Liberty for the Lessee or Lessees of any such Hereditaments which shall be demised, leased, or appointed for manufacturing Purposes, to erect, construct, lay out, and use on any Part or Parts of the same Hereditaments, any Buildings, Erections, Railroads, Tramways, and other Roads and Ways, and other Works that may be required for any of the Purposes for which the same Hereditaments shall be let, and to have, use, and take for any of such Purposes all or any of the Water flowing, or which shall or may flow or be made to flow in, upon, or over any of such Hereditaments, and to have, use, exercise, and enjoy any Easements that may be required for any of the Purposes aforesaid; and with Liberty for the Lessee or Lessees in any such Demise, Lease, or Appointment for building Purposes to lay out and appropriate any Part or Parts of the Land to be comprised in such Demise, Lease, or Appointment, not exceeding, in the Case of Land let for the Erection of a Villa or Villas or Dwelling House or Dwelling Houses of a superior Class with suitable Outbuildings and Appurtenances, in the Erection whereof such Person or Persons as aforesaid shall have expended or shall covenant or agree to expend upon each Villa or Dwelling

To set out Land in Lots not exceeding 10 Acres each for Villas.

Dwelling House and the Offices thereof the Sum of Seven hundred and fifty Pounds at the least, Ten Acres for each such Villa or Dwelling House, and in any other Case not exceeding One Acre in respect of each Messuage or Cottage, for Grounds, Gardens, Yards, or Curtilages to be attached to the said respective Villas, Dwelling Houses, Messuages, or Cottages, for the Convenience or Use of the Lessee or Lessees, or Tenants or Occupiers thereof respectively; and with Liberty for the Lessee or Lessees of any such Hereditaments, whether for manufacturing, or for building, or for repairing Purposes, to make and use in any adjoining Lands any Drains, Sewers, and other Easements for the more convenient Enjoyment thereof, and to dig and take such Building or Tile Stones, Earth, Clay, Sand, Loam, or Gravel as it shall be found convenient to remove or to use for effecting any of the Purposes aforesaid, and to use the same in and about such Buildings or other Improvements to be erected or made in or upon the Premises so demised or leased or appointed, but not otherwise, and also to take or pull down any Messuages, Cottages, Warehouses, Manufactories, Workshops, Erections, or other Buildings which shall be then standing or being on the Hereditaments so to be demised or leased, or limited or appointed by way of Demise or Lease, for the Purpose of such rebuilding or repairing as aforesaid, or of building any other such Messuages, Cottages, Warehouses, Manufactories, Workshops, Erections, or Buildings as aforesaid, and also in the Case of a Demise, Lease, or Appointment for manufacturing Purposes, from Time to Time during the Term to be thereby granted, to pull down and rebuild, or alter and amend any of the Buildings and Erections for the Time being to be standing on the Hereditaments comprised in such Demise, Lease, or Appointment, so that every Building or Erection which shall be wholly or partially pulled down, or the Part thereof which shall be pulled down, shall, within a reasonable Time, be replaced by some Building or Erection of at least equal Value on the same or some other Part of the demised, leased, or appointed Hereditaments; and so that upon every such Demise or Lease, or Limitation or Appointment, there be reserved the best and most improved yearly Rent or Rents, to be payable quarterly, free from all Deductions whatsoever (except the Landlord's Property Tax), during the Continuance of the Term to be created thereby, to be incident to the immediate Reversion of the Hereditaments so to be demised or leased, or limited or appointed by way of Demise or Lease as aforesaid, that can be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so that there be contained in every such Demise or Lease or Appointment, Covenants by the Lessee or Lessees, from Time to Time during the Term thereby created, well and substantially to repair and keep in repair all and singular the Messuages, Cottages, Warehouses, Manufactories, Workshops, Buildings, and other Erections

Erections to be comprised in every such Demise or Lease or Appointment, or to be thereafter erected and built upon the Premises thereby demised and leased or appointed, except in the Case of a Demise, Lease, or Appointment for manufacturing Purposes, such Buildings or Erections as shall be pulled down and replaced by Buildings or Erections of at least equal Value, and to keep all the Buildings in every such Demise or Lease or Appointment to be comprised (other than Buildings or Erections for manufacturing Purposes which shall not be insurable, or shall be of a Kind not usually insured), insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in some one or more of the public Offices in *London* or *Westminster* for insuring against Loss or Damage by Fire, and to lay out the Money to be received by virtue of such Insurance in rebuilding, repairing, and reinstating such Buildings as shall be destroyed or damaged by Fire, and at the End or other sooner Determination of the Term to be thereby created, to surrender the Premises thereby demised and leased or appointed; and also,

Lease of Works to contain Clause for purchasing the Plant.

in the Case of a Demise or Lease or Appointment for manufacturing Purposes, a Covenant or Proviso on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, that it shall and may be lawful to and for the said Sir *Benjamin Hall* during his Life, and after his Decease to and for the Person or Persons who, under and by virtue of the Limitations contained in the said Will of the said *Benjamin Hall* the Testator, shall for the Time being be in the actual Possession or entitled to the Receipt of the yearly Rents and Profits of the Hereditaments comprised in such Demise, Lease, or Appointment, in case such Person or Persons shall be of full Age, but if not, then for the Guardian or Guardians for the Time being of such Person or Persons, at the Expiration or other sooner Determination of the Term of Years to be granted by such Demise, Lease, or Appointment, he or they having given Six Months previous Notice in Writing of his or their Intention so to do, to purchase all and singular or any of the Engines, Machinery, Fittings, and Rails, and other Plant used or employed by such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, in, upon, or about the Premises to him, her, or them demised in or by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, One of such Three to be chosen by the Person or Persons so intending to purchase, another by the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and the Third by the said Two so first chosen; and so that there be contained in every such Demise or Lease a Clause in the Nature of a Condition of Re-entry for Non-payment of the Rent thereby respectively reserved by the Space of Twenty-one Days next after the same shall become payable, or for Non-performance of the Covenants, Provisoes, or Agreements to be therein contained on the Part of the Lessee or Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any)

as

as from the Nature of the Case may appear to be reasonable and proper; and so that the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively.

Power to confirm Leases and Agreements mentioned in the Schedule.

X. It shall be lawful for the said Sir *Benjamin Hall*, or other the Person or Persons for the Time being authorized to exercise the herein-before recited or the herein contained Power of granting Building Leases of any Hereditaments subject to the Trusts of the said Will of the said *Benjamin Hall* the Testator, by any Deed or Deeds executed and attested in manner required for the Exercise of such Power, to confirm all or any of the Leases and Agreements for Leases mentioned in the Schedule hereunto annexed, which may be void or voidable by reason of the Hereditaments comprised therein, alone or together with any Hereditaments comprised in any previous Lease or Leases, Agreement or Agreements, having exceeded in Quantity the Quantity by the said Act authorized to be leased.

Power to lay out Land for Markets, Squares, Streets, &c.

XI. It shall be lawful to and for the said Sir *Benjamin Hall* during his Life, and after his Decease for the Person or Persons who for the Time being, shall be entitled to the immediate equitable Freehold of the Hereditaments in respect of which the Power or Authority given by this present Clause shall be exercised, and during the Minority or respective Minorities of any Person or Persons for the Time being entitled to such immediate equitable Freehold, for the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, from Time to Time and at any Time or Times hereafter to lay out and appropriate any Part or Parts of the Lands herein-before authorized to be leased, as and for Markets, Squares, Crescents, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Churches, Meeting Houses, Lecture Halls, Schools, Baths, Wash-houses, Baking-houses, Drains, Sewers, Pipes, Conduits, or other Easements and Conveniences, or otherwise for the Improvement of any Part or Parts of the Hereditaments for the Time being subject to the Trusts of the said Will, or the Accommodation or Benefit of the Lessees thereof or of the Public, in such Manner as shall be mentioned, agreed, or declared in any such Lease to be made as aforesaid, or in any general Deed or Deeds to be executed for the Purpose, every such general Deed to be sealed and delivered by the Person or Persons herein-before authorized to lay out or appropriate such Land as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of such general Deed, and also by any such Lease or Leases, or general Deed as aforesaid, to give and grant to any Person or Persons such Liberties, Privileges, Easements, and Conveniences as shall be deemed reasonable or proper.

Power to the Trustees of Benjamin Hall's Will to take Leases or Grants of Wayleaves or Easements.

XII. It shall be lawful for the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and the Survivors and Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being acting in the Trusts of the said Will of the said *Benjamin Hall* the Testator, but with the Consent in Writing of the said Sir *Benjamin Hall* during his Life, and after his Decease, with the Consent in Writing of the Person or Persons who for the Time being shall be entitled to the immediate equitable Freehold of the Hereditaments for the Time being subject to the subsisting Trusts of the said Will of the said *Benjamin Hall* the Testator, (other than the Hereditaments herein-after excepted from the Operation of this Act,) and of full Age, and as to any Person or Persons so entitled who shall then be under the Age of Twenty-one Years, with the Consent in Writing of his or their Guardian or Guardians, and notwithstanding the Existence of all or any of the herein-before recited Charges and Incumbrances on the equitable Freehold, and notwithstanding the herein-before recited Conveyance of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, to take and accept from any Person or Persons, or Body or Bodies Corporate, a Lease or Leases, Grant or Grants, of any Tramway or Tramways, Railway or Railways, or other Roads or Ways, convenient to be used with any Hereditaments subject to the Trusts of the said Will, or any Wayleaves or Waterleaves, Wharfs, Stations, Easements, or Privileges over, through, or upon any Hereditaments adjoining or near to any Hereditaments for the Time being subject to the Trusts of the said Will, for any Term or Terms of Years, or in Fee Simple or Perpetuity, and for such Consideration, to consist of a fixed Rent or fixed Rents, or of Royalties or Tolls, or partly of one and partly of the other, or in the Case of a Grant in Fee Simple or Perpetuity, either of a Rent or Rents, or Royalties or Tolls, or of a gross Sum, or partly of one and partly of the other, and in either Case upon such other Terms and Conditions in all respects as shall be deemed expedient; and in case the Consideration for the same consists of a gross Sum of Money, to pay such Sum out of any Moneys for the Time being in the Hands of the said Trustees or Trustee, and subject to be laid out in the Purchase of Real Estate upon the Trusts of the said Will, or to apply to the Court of Chancery for an Order for the Payment of the same out of any Moneys which shall have been paid into the Bank to the Account "*Ex parte Hall*'s Mine Account," which Order shall be in the Discretion of the said Court; and the said Trustees or Trustee shall by and out of the Rents and Profits of the Hereditaments for the Time being subject to the subsisting Trusts of the said Will of the said *Benjamin Hall* the Testator, (other than the Hereditaments herein-after excepted from the Operation of this Act, and other than the Four equal Twenty-eighth Parts of the Rents, Royalties, and other Payments payable in respect of the Hereditaments and Premises comprised in the said recited Indenture of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, to the said *William Roden*,

Roden, his Executors, Administrators, or Assigns, in trust for the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, their Executors, Administrators, or Assigns,) pay the Rents, and perform the Covenants by and in any such Lease or Leases, Grant or Grants, to be reserved and contained, and shall be indemnified out of the said Rents and Profits (other than as last aforesaid) against all Costs, Expenses, and Damages (if any) to be incurred by them or him in respect of such Reservations or Covenants; and the Tramways, Railways, Roads, Ways, Wayleaves, Waterleaves, Wharfs, Stations, Easements, or Privileges comprised in such Lease or Leases, Grant or Grants, shall be held upon the Trusts, and subject to the Provisions for the Time being affecting the Hereditaments subject to the Trusts of the said Will (other than the said excepted Hereditaments): Provided, nevertheless, that the Tramways, Railways, Roads, Ways, Wayleaves, Waterleaves, Wharfs, Stations, Easements, or Privileges comprised in any such Lease or Leases for a Term or Terms of Years, shall not vest absolutely in any Person being Tenant in Tail Male by Purchase of the said Hereditaments, who shall die under the Age of Twenty-one Years without leaving Issue Male, but on the Decease of such Tenant in Tail Male shall go, devolve, and remain in the same Manner as if they had been Freeholds of Inheritance devised and settled upon the same Trusts.

Power to sell and exchange in B. Hall's Will extended to any Quantity of Land with Consent of the Court of Chancery.

XIII. The Power or Authority in the said Will of the said *Benjamin Hall* the Testator contained, authorizing the Trustees or Trustee of the said Will, at such Request as is therein mentioned, to sell or exchange in manner therein expressed 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 Estate and Property, shall henceforth extend to and be exercisable over or in respect of all or any of the Lands, Tenements, and Hereditaments for the Time being subject to any of the Trusts of the said Will (other than the Hereditaments herein-after excepted from the Operation of this Act), without regard to the Limit of One hundred Acres in the said Will mentioned, and without regard to the Condition in the said Will contained, that such Sale or Exchange shall not materially lessen or decrease the permanent Value of the adjacent Trust Estates and Property; and all the Provisions in the said Will contained with respect to the Exercise of the said Power or Authority to sell or exchange, and with respect to the Application and Disposition of the Moneys to be produced by any such Sale or Exchange, and the Lands, Tenements, and Hereditaments to be taken in exchange (except as aforesaid), shall extend and be applicable to the said Power or Authority as enlarged by this Act, and to the Moneys to be produced by any such Sale or Exchange, and the Lands, Tenements, and Hereditaments to be taken in exchange in exercise of such Power or Authority; provided that no such Sale or Exchange shall be made

under

under the Authority of this Act without the Sanction of the said Court of Chancery to be obtained on the Petition of the Trustees or Trustee for the Time being of the said Will of the said *Benjamin Hall* the Testator, and of the Person or Persons (if any) whose Consent would then be required to any Sale or Exchange authorized by the said Will.

Copyholds of the Manor of Abercarne may be purchased beyond the Limit in 1 W. 4. c. 43. (*Private.*)

XIV. It shall be lawful for the said Court of Chancery to direct that any Moneys which shall have been paid into the Bank pursuant to this Act, and shall be applicable to the Purchase of Manors, Messuages, Tenements, Lands, or Hereditaments, in manner directed by *Hall*'s Leasing Act, shall be laid out in the Purchase of Messuages, Tenements, Lands, or Hereditaments held by Copy of Court Roll of the Manor of *Abercarne* in the County of *Monmouth*, without regard to the Restriction in the said Act contained on the Proportion of Copyholds to Freeholds.

Expenses of Act, &c.

XV. The Costs, Charges, and Expenses of and incident to the preparing, applying for, obtaining, and passing of this Act, and of and incident to any Application to be made in pursuance of this Act to the said Court of Chancery, shall be paid out of the Moneys to be hereafter paid into the Bank of *England* pursuant to this Act; and the said Court of Chancery may, upon the Petition to be preferred in a summary Way of any Person interested therein, from Time to Time make such Orders as the said Court shall think fit for allowing, taxing, settling, and paying all or any such Costs, Charges, and Expenses.

Certain Consents required in Cases herein stated.

XVI. During the Continuance of the Lease granted by the said Indenture of the Eighth Day of *August* One thousand eight hundred and forty-eight, nothing in this Act contained shall authorize the granting of any Lease of any Fire Clay, Brick Earth, or other Clay or Earth within or under any Part of the Lands and Hereditaments firstly and secondly described in the last-mentioned Indenture without the Consent in Writing of the Persons or Person for the Time being entitled either as Lessee or Assignees or otherwise to the Benefit of the said Lease, or the granting without such Consent of any Wayleave, Waterleave, or other Right or Easement over, across, through, within, under, or upon any Part of the same Lands and Hereditaments, or the granting without such Consent of any Lease for Building or other Purposes of any Part of the Surface of the same Lands and Hereditaments, and none of the Powers or Authorities in this Act contained shall, during the Life of the said Sir *Benjamin Hall*, be exerciseable in respect of any of the Hereditaments and Premises comprised in the above-recited Indenture of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, without the Consent in Writing of the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, their Executors, Administrators, or Assigns.

XVII. This

Act not to extend to Llanover Court, nor to certain Land near thereto, nor to a Farm in Eglwsylan.

XVII. This Act shall not extend to the said Mansion called *Llanover Court*, nor to any Lands or Hereditaments now subject to any of the Trusts of the said Will of the said *Benjamin Hall* the Testator, and situate within the Distance of Five Miles in a straight Line from the said Mansion, nor to the Farm Lands and Hereditaments which were excepted out of the Grant, Assignment, and Conveyance effected by the firstly herein-before recited Indenture of the Thirtieth Day of *July* One thousand eight hundred and fifty-three, by the Description of "All "that Farm Lands and Hereditaments situate, lying, and being in the "Parish of *Eglwsylan* in the County of *Glamorgan*, and then in the "Occupation of , as Tenant to the said Sir "*Benjamin Hall*," and which said Farm Lands and Hereditaments were purchased by, but not conveyed to the said Testator *Benjamin Hall* in his Lifetime, and were by the herein-before mentioned Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *February* One thousand eight hundred and twenty-three, conveyed and assured unto and to the Use of the said *George Maule*, *John Llewellin*, and *Joseph Kaye*, their Heirs and Assigns for ever, upon the Trusts of the Will of the said Testator *Benjamin Hall* deceased, nor to any Part of the same Farm Lands and Hereditaments, nor to the Rents and Profits thereof hereafter to accrue, nor to any Manors, Messuages, Lands, or Hereditaments purchased or to be purchased in pursuance of any Directions in *Hall*'s Leasing Act, or in the said Will of the said *Benjamin Hall* the Testator, contained, with any Part of the Rents and Profits of the said excepted Farm Lands and Hereditaments in the said Parish of *Eglwsylan* accrued since the Date and Execution of the said Indenture of the Thirtieth Day of *July* One thousand eight hundred and fifty-three, or hereafter to accrue.

General Saving.

XVIII. 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, Administrators, and Assigns, (other than and except the said *George Baugh Allen*, Sir *Henry Robert Ferguson Davie*, and *Thomas Kenah*, and their respective Heirs and Assigns, the said Sir *Benjamin Hall* and Dame *Augusta* his Wife, and her Trustees, their Executors, Administrators, and Assigns, and any Son or Sons to be hereafter born to him the said Sir *Benjamin Hall*, and the Heirs Male of the Body and Heirs of the Body of every such Son, and also except the said *Augusta Charlotte Elizabeth Herbert* and her Issue, and the said *John Arthur Edward Herbert*, and all and singular the Daughters and younger Sons to be hereafter born to the said Sir *Benjamin Hall*, and also except the said *William Jones*, his Executors, Administrators, and Assigns, and the said *William Addams Williams* and *Charles Ranken Hall*, their respective Executors, Administrators, and Assigns, and also except the said *Richard Crawshay Hall*, and the Executors and Administrators of the said *John*

Linton Simmons, and the Executors and Administrators of the said *James William Freshfield*, and also except the said *Richard Morgan Hall* and the said *Louisa Maria Hall* his Wife, and the said *George Frederick Fox* and *Henry Ray Freshfield*, and their respective Executors, Administrators, and Assigns, and also except the said Sir *Henry Robert Ferguson Davie*, *Arthur James* Lord *Killeen*, *John Francis Vaughan*, and *Robert Berkeley*, their Executors, Administrators, and Assigns, and also except the said *William Roden*, his Executors, Administrators, and Assigns, and the said *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson*, and their Executors, Administrators, and Assigns, so far as concerns the Estates, Rights, and Interests of the said *William Roden*, *Abraham Darby*, *Henry Dickinson*, *William Tothill*, *Thomas Brown*, and *Joseph Robinson* respectively, and their respective Executors, Administrators, and Assigns, under or by virtue of the said Indenture of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, and the said Agreement therein recited, and also except all and every other Persons and Person whomsoever, on or to whom any Estate, Right, Title, or Interest whatsoever of, in, to, out of, or upon the Hereditaments, Rents, Royalties, Moneys, and Securities severally affected by this Act, or any of them or any Part or Parts thereof, have or hath been limited or devised, or have or hath descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said Testator *Benjamin Hall*, or under or by virtue of the said Indenture of Appointment of the Third Day of *December* One thousand eight hundred and twenty-three, the said Indenture of the Twenty-fourth Day of *May* One thousand eight hundred and thirty-nine, the said *Hall*'s Leasing Act, the said *Hall*'s Exchange Act, the said Indenture of the Twenty-ninth Day of *September* One thousand eight hundred and forty-six, the said respective Indentures each of the Eleventh Day of *November* One thousand eight hundred and forty-six, the said Indenture of the Seventeenth Day of *March* One thousand eight hundred and fifty-three, or the said respective Indentures each of the Thirtieth Day of *July* One thousand eight hundred and fifty-three, or under or by virtue of any of the said Acts and Indentures respectively,) all such Estate, Right, Title, or Interest of, in, to, or out of the said several Hereditaments, Rents, Royalties, Moneys, and Securities 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.

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

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

The

The SCHEDULE referred to by the foregoing Act.

Date of Lease or Agreement.	Term.	Quantity of Ground let.	The Land from which taken according to the Number in the Second Schedule of "Hall's Leasing Act."	Name of Tenant.	Annual Rent.
1856:		A. R. P.			£ s. d.
September 6	99 Years from 24th June 1856.	4 0 0	No. VIII.	Thomas William Kennard.	20 0 0
1857:					
January 22 -	99 Years from 25th December 1856.	757 Square Yards	No. VII.	Lewelyn Howell	6 6 0
April 24 -	99 Years from 25th March 1857.	510 Square Yards	No. VII.	Henry Edwards	2 2 0
1858:		A. R. P.			
April 13 -	97 Years from 25th March 1858.	1 2 20	No. VII.	Thomas William Kennard.	16 0 0
May 25 -	99 Years from 29th September 1857.	710 Square Yards	No. VII.	James McBeth -	6 0 0

Wm. Llewellin.

LONDON: Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1858.