



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 27.

An Act for enabling the Trustees of certain Estates in *Carmarthenshire* devised by the Will of *Francis Charles James Pemberton* Esquire, deceased, to grant Mining and Building Leases of Parts of the said Estates; and for other Purposes.

[20th August 1853.]

WHEREAS under and by means of an Indenture dated the Seventeenth Day of *June* One thousand eight hundred and sixteen, and made or expressed to be made between *Francis Charles James Pemberton* Esquire of the one Part, and *Christopher Pemberton* Esquire and *Sir William Blackett* Baronet of the other Part, and an Indenture dated the Eighteenth Day of *June* One thousand eight hundred and sixteen, and made or expressed to be made between the said *Francis Charles James Pemberton* of the First Part, *Benjamin Keene* the elder, Esquire, and *Francis Keene* Spinster, of the Second Part, the said *Christopher Pemberton* and *Sir William Blackett* of the Third Part, *Benjamin Keene* the younger, Esquire, and *Charles Edmund Keene* Esquire, of the Fourth Part, and the Reverend *William Pemberton* Clerk and *James Smith* Esquire of the Fifth Part, (being the Settlement made in contemplation of the Marriage then intended and shortly afterwards solemnized between the said *Francis Charles James Pemberton* and the said

Indenture, dated 17th and 18th June 1816.

[Private.]

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Frances Keene,) divers Manors and other Hereditaments in the Parish of *Trumpington* in the County of *Cambridge*, therein described, with the Appurtenances, were conveyed, assured, and limited to the Use of the said *Francis Charles James Pemberton*, his Heirs and Assigns, until the Solemnization of the said Marriage, and from and immediately after the Solemnization thereof to the Use of the said *Benjamin Keene* the younger and *Charles Edmund Keene*, their Executors, Administrators, and Assigns, for a Term of Three hundred Years, to be computed from the Day of the Solemnization of the said Marriage, without Impeachment of Waste, upon the Trusts and subject to the Proviso therein-after expressed and contained of and concerning the said Term, with Remainder to the Use of the said *Francis Charles James Pemberton* and his Assigns during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *Christopher Pemberton* and Sir *William Blackett*, their Heirs and Assigns, during the natural Life of the said *Francis Charles James Pemberton*, in trust for him, and to preserve contingent Remainders, with Remainder to the Use, Intent, and Purpose that the said *Frances Keene* (in case she should survive the said *Francis Charles James Pemberton*) and her Assigns should and might, from and immediately after his Decease, yearly receive and take during the Term of her natural Life for her Jointure, and in bar of all Dower, One annual Sum or yearly Rentcharge of Eight hundred Pounds, to be chargeable upon and yearly issuing out of the said Manors and Hereditaments, and to be paid quarterly as therein mentioned, with the usual Powers of Distress and Entry for recovering and enforcing Payment thereof, and, subject thereto, to the Use of the said *William Pemberton* and *James Smith*, their Executors, Administrators, and Assigns, for a Term of One thousand Years, to be computed from the Day of the Solemnization of the said Marriage, without Impeachment of Waste, upon the Trusts and subject to the Proviso therein-after expressed and contained of and concerning the said Term, with Remainder to the Use of the First and every other Son and Sons of the said Marriage successively in Tail Male, and for default of such Issue to the Use of the right Heirs of the said *Francis Charles James Pemberton* for ever; and it was thereby agreed and declared, that the said Manors and other Hereditaments were thereby limited to the Use of the said *Benjamin Keene* the younger and *Charles Edmund Keene*, their Executors, Administrators, and Assigns, for the aforesaid Term of Three hundred Years, upon trust to raise, as therein mentioned, the clear annual Sum of Eighty Pounds during the joint Lives of the said *Francis Charles James Pemberton* and *Frances Keene*, and to pay the same to her Nominee or Nominees, or to herself quarterly, as therein mentioned, for her separate Use, and upon further trust to raise and pay as therein mentioned the said Jointure or yearly Rentcharge of Eight hundred Pounds, and the

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Arrears thereof from Time to Time, with the Costs and Charges occasioned by Nonpayment thereof; and it was thereby agreed and declared that the said Manors and other Hereditaments were thereby limited to the Use of the said *William Pemberton* and *James Smith*, their Executors, Administrators, and Assigns, for the said Term of One thousand Years, upon trust, if there should be but One Child of the said Marriage other than or besides an eldest or only Son entitled for the Time being by virtue of or under the Limitations therein-before contained as aforesaid to the said Manors and other Hereditaments in remainder or reversion immediately expectant on the said Term of One thousand Years, to raise, as therein mentioned, the Sum of Four thousand Pounds for the Portion of such One Child, to vest in and to be paid to him or her as therein mentioned, and upon trust if there should be Two or more such Children (other than and besides an eldest or only Son so for the Time being entitled as aforesaid) then to raise, as therein mentioned, the Sum of Six thousand Pounds for the Portions of such Two or more Children, to be shared and divided between them, and to vest and be paid as therein mentioned, and upon trust, if there should be no Son of the said Marriage, or in case there should be any Son or Sons of the said Marriage, and such Son and Sons should die under the Age of Twenty-one Years, without leaving Issue Male of his or their Body or Bodies living at the Time of his or their Decease, or born in due Time after, and there should be One or more Daughter or Daughters of the said Marriage, then, after the Decease of the said *Francis Charles James Pemberton*, and such Failure of Issue Male as aforesaid, to raise, as therein mentioned, the Sum of Ten thousand Pounds for the Portion or Portions of such Daughter or Daughters, the said Sum of Ten thousand Pounds to vest in and be paid to such Daughter or Daughters on or at such Day or Time or respective Days or Times, and (if there should be more than One such Daughter) to be shared and divided between or among them in such Shares and Proportions, and to be subject to such annual Sum and Sums of Money, and Limitations over (being for the Benefit of some One or more of such Daughters), as the said *Francis Charles James Pemberton* and *Frances Keene* at any Time or Times during their joint Lives, by any Deed or Deeds legally executed by both of them in the Presence of and attested by Two or more Witnesses, should direct or appoint, and in default of such Direction or Appointment as the said *Francis Charles James Pemberton* alone, after the Decease of the said *Frances Keene* (in case he should survive her), should direct or appoint, as therein mentioned, and in default of such last-mentioned Direction or Appointment, and so far as any such Direction or Appointment should not extend, the said Sum of Ten thousand Pounds, if there should be but One such Daughter, should be an Interest vested in her at her Age of Twenty-one Years or Day of Marriage, which should first happen, and if there should be more than

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than One such Daughter, should be shared or divided between or among all such Daughters in equal Shares and Proportions, and should vest in them at their respective Ages of Twenty-one Years or Days of Marriage, which should first happen, and that the said Sum should be paid to such One or more Daughter or Daughters at the Age, Day, or Time, or Ages, Days, or Times therein-before mentioned, if the same respectively should happen after the Decease of the said *Francis Charles James Pemberton*, and such Failure of Issue Male as aforesaid, but if the same should happen in the Lifetime of the said *Francis Charles James Pemberton*, and during the Existence of any such Issue Male as aforesaid, then immediately after the the Decease of the said *Francis Charles James Pemberton*, and such Failure of Issue Male as aforesaid; and it was thereby provided, agreed, and declared (amongst other Things) that if there should be no Son of the said Marriage, or if there should be any Son or Sons of the said Marriage, and such Son and Sons should die under the Age of Twenty-one Years without leaving Issue Male of his or their Body or Bodies living at the Time of his or their Decease, or born in due Time after, and there should be One or more Daughter or Daughters of the said Marriage, the Sum of Four thousand Pounds or Six thousand Pounds (as the Case might be) raiseable under the Trust therein-before contained for the Portion or Portions of such Daughter or Daughters should be taken in part of the said Sum of Ten thousand Pounds to which such Daughter or Daughters should become entitled in the Events lastly before mentioned, or either of them; and it was thereby provided, declared, and agreed that the said Terms of Three hundred Years and One thousand Years should respectively cease and determine when the Trusts thereof respectively should have been fully performed, or become unnecessary, or incapable of Effect, and all Trust Expenses relating thereto paid: And whereas the Marriage of the said *Francis Charles James Pemberton* with the said *Frances Keene* was duly solemnized on or about the Second Day of *July* One thousand eight hundred and sixteen: And whereas there never was any Son of the said Marriage, and there was only One Daughter of the said Marriage, (that is to say,) the said *Frances Maria Sophia Pemberton* in the said Will named: And whereas the said *Benjamin Keene* the younger died on or about the Eighteenth Day of *December* One thousand eight hundred and twenty-eight: And whereas the said *William Pemberton* died on or about the Twentieth Day of *March* One thousand eight hundred and twenty-eight: And whereas the said *James Smith* died on about the Sixteenth Day of *February* One thousand eight hundred and forty-three, leaving a Will and Codicil bearing Date respectively the Twenty-eighth Day of *December* One thousand eight hundred and forty-two, whereof he appointed *Augustus John Smith, Robert Algernon Smith, and Frances Mary Isabella Smith,*

Executors

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Executors and Executrix thereof, and the said Will and Codicil were proved by the said *Augustus John Smith* alone in the Prerogative Court of the Archbishop of *Canterbury* on or about the Twenty-fourth Day of *March* One thousand eight hundred and forty-three, Power being reserved for the said *Robert Algernon Smith* and *Frances Mary Elizabeth Smith* to prove the same, and the said Term of One thousand Years created as aforesaid by the said Settlement of the Eighteenth Day of *June* One thousand eight hundred and sixteen, upon the Trusts and Purposes therein mentioned, is now vested in the said *Augustus John Smith* as such Executor as aforesaid: And whereas by an Indenture dated the Seventh Day of *April* One thousand eight hundred and thirty-six, and made or expressed to be made between *William Huntly Campbell* Esquire of the First Part, the said *Francis Charles James Pemberton* and *Frances Maria Sophia Pemberton* Spinster, his only Child, a Minor of the Age of Eighteen Years or thereabouts, of the Second Part, and *John Petty Muspratt* Esquire, *John James Russell* Esquire, *Christopher Robert Pemberton* Esquire, and *Henry Collingwood Blackett* Esquire, of the Third Part, (being the Settlement made in contemplation of the Marriage then intended and shortly afterwards solemnized between the said *William Huntly Campbell* and the said *Frances Maria Sophia Pemberton*.) after reciting (amongst other Things) the aforesaid Indenture of Settlement of the Eighteenth Day of *June* One thousand eight hundred and sixteen, and that there was no Issue Male of the Marriage of the said *Francis Charles James Pemberton* and *Frances* his Wife, and that the said *Frances Maria Sophia Pemberton* was their only Daughter, and that it had been agreed that the said Sum of Ten thousand Pounds, or such other Portion as she was or might be entitled to under the Trusts of the said Term of One thousand Years, should be settled upon the Trusts therein-after declared concerning the same, it was thereby agreed that in case the said intended Marriage should take effect the said Sum of Ten thousand Pounds, or such other Portion as she the said *Frances Maria Sophia Pemberton* was or might become entitled to under the Trusts of the said Term of One thousand Years, and all Interest which should arise in respect thereof, should be paid to the said *John Petty Muspratt*, *John James Russell*, *Christopher Robert Pemberton*, and *Henry Collingwood Blackett*, or other the Trustees or Trustee of the said Indenture now in recital, and that the said Sum of Ten thousand Pounds, or such other Portion as aforesaid, and the Stocks, Funds, Securities, or Estates on which the same should be invested, should be held by such Trustees or Trustee in trust during the joint Lives of the said *William Huntly Campbell* and *Frances Maria Sophia Pemberton* to pay the Interest or Dividends arising from the same Trust Money, Funds, and Premises to the said *Frances Maria Sophia Pemberton* for her separate Use, without Power of Anticipation, and upon the

Indenture,
dated 7th
April 1836.

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Death

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Death of either of them in trust to pay to or permit the Survivor of them, during his or her Life, to receive the Interest or Dividends of the same Trust Money, Funds, and Premises, and subject to the said Trusts the said Trust Money, Funds, and Premises should be held upon and for such Trusts, and subject to such Powers and Provisions for the Benefit of the Child or Children of the said *William Huntly Campbell* and *Frances Maria Sophia Pemberton*, as in the said Indenture particularly mentioned; and in default or failure of such Issue in trust for the said *Frances Maria Sophia Pemberton*, her Executors, Administrators, and Assigns, in case she should survive the said *William Huntly Campbell*, but if she should die in his Lifetime, then, subject to the Trust therein-before declared for the Benefit of the said *William Huntly Campbell* during his Life, in trust for such Person or Persons and in such Manner as she the said *Frances Maria Sophia Pemberton* should, notwithstanding Coverture, by her Will, or any Writing of a testamentary Nature, direct or appoint, and, in default of Appointment, in trust for such Person or Persons as would have been entitled, as her next of Kin under the Statute for the Distribution of Intestates Effects, to her Personal Estate, in case she had died without having been married, and intestate: And whereas the Marriage of the said *William Huntly Campbell* with the said *Frances Maria Sophia Pemberton* was duly solemnized on or about the Eleventh Day of *April* One thousand eight hundred and thirty-six: And whereas there was Issue of the said Marriage Two Sons and One Daughter, and no more, (that is to say,) *Francis Pemberton Campbell*, who was born on or about the Twenty-third Day of *May* One thousand eight hundred and thirty-seven, *Robert Huntly Campbell*, who was born on or about the Sixth Day of *October* One thousand eight hundred and forty-three, and *Patience Frances Sophia Campbell*, who was born on or about the Twenty-eighth Day of *November* One thousand eight hundred and forty-four: And whereas the said *William Huntly Campbell* died on or about the Thirteenth Day of *December* One thousand eight hundred and forty-four: And whereas the said *Francis Charles James Pemberton* duly made his last Will and Testament in Writing, bearing Date the Eleventh Day of *September* One thousand eight hundred and forty-nine, and thereby, after reciting that by the Settlement made in contemplation of his Marriage with his Wife *Frances Pemberton*, then *Frances Keene* Spinster, by Indentures of Lease and Release bearing Date respectively the Seventeenth and Eighteenth Days of *June* One thousand eight hundred and sixteen, divers Manors and other Hereditaments in the Parish of *Trumpington* in the County of *Cambridge*, therein described, were settled by him to the Use of himself for Life, with Remainder to the Use of Trustees and their Heirs during his Life, to preserve contingent Remainders, with Remainder (subject to Limitations, and to a Term of Three hundred Years for securing a

Jointure

Will of
F. C. J. Pemberton, Esq.,
dated 11th
September
1849.

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Jointure Rentcharge of Eight hundred Pounds to his Wife, if she should survive him, for her Life, and to a Term of One thousand Years for raising Portions for younger Children,) to the First and other Sons of the said Marriage successively in Tail Male, with Remainder to his own right Heirs, and that it was thereby declared that the said Manors and other Hereditaments were limited to Trustees for the said Term of One thousand Years upon trust that if there should be no Son of the said Marriage, and there should be One or more Daughter or Daughters, the said Trustees should, after his Decease and such Failure of Issue Male as aforesaid, levy and raise, by Mortgage or Sale, or Perception of the Rents and Profits, and otherwise as therein mentioned, the Sum of Ten thousand Pounds for the Portion or Portions of such Daughter or Daughters, to vest in and be paid at such Ages, Days, or Times as he and his said Wife during their joint Lives, by any Deed to be executed as therein mentioned, should direct or appoint, and in default of such Appointment as he alone after the Decease of his said Wife should by Deed or Will to be executed as therein mentioned direct or appoint, and in default of such last-mentioned Appointment the said Sum of Ten thousand Pounds, if there should be but One such Daughter, should be an Interest vested in her at her Age of Twenty-one Years or Day of Marriage, which should first happen, but if the same should happen in his Lifetime, then immediately after his Decease; and reciting that there was no Issue Male of the said Marriage, and that the only Daughter, *Frances Maria Sophia Pemberton*, in or about the Year One thousand eight hundred and thirty-six intermarried with and became the Wife of *William Huntly Campbell*, Esquire, who had since departed this Life; and reciting that by the Settlement made on the Marriage of his said Daughter with the said *William Huntly Campbell* deceased, by Indenture bearing Date the Seventh Day of *April* One thousand eight hundred and thirty-six, the said Sum of Ten thousand Pounds was settled and vested in Trustees, in trust to pay the Dividends and Interest thereof to his said Daughter for her separate Use during the joint Lives of herself and the said *William Huntly Campbell*, and after the Decease of either of them in trust to permit the Survivor of them during his or her Life to receive the Interest or Dividends of the same, and subject thereto in trust for the Children of the Marriage, as therein mentioned, and that he the said *Francis Charles James Pemberton* did by the same Indenture covenant that he would not exercise the Powers of Appointment limited by the said Indenture of Settlement of the Eighteenth Day of *June* One thousand eight hundred and sixteen, or either of them, so as to postpone the vesting of the Portion of his said Daughter, under the Trusts of the said Settlement, to a later Period than the Day of her Marriage; and reciting that there was Issue of the said Marriage of his said Daughter with
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with the said *William Huntly Campbell* Two Sons, named *Francis Pemberton Campbell* and *Robert Huntly Campbell*, and One Daughter, named *Patience Campbell*, (meaning the said *Patience Frances Sophia Campbell*,) he the said Testator constituted and appointed *Christopher Pemberton* of the Town of *Cambridge* in the said County of *Cambridge*, Esquire, *Christopher Robert Pemberton* of *Eaton Place, Belgrave Square*, in the County of *Middlesex*, Esquire, the Reverend *Stanley Pemberton*, Rector of *Little Hallingbury* in the County of *Hertford*, Clerk, and *William Thrower* of the said Town of *Cambridge*, Gentleman, Executors of that his Will, and he gave to each of his said Executors, whom he had therein-after named as Trustees of that his Will, a Legacy of One hundred Pounds for the Trouble they would have in carrying into execution the Trusts of that his Will, and he gave and bequeathed to his Grandson *Francis Pemberton Campbell* all the Family Portraits in and about the Mansion House at *Trumpington* aforesaid, and also the Four Manuscript Volumes written by Sir *Francis Pemberton*, and he gave and bequeathed the Household Goods, Furniture, Plate, Pictures, Horses, Carriages, Linen, China, and Books which should be in and about his Mansion House at *Trumpington* aforesaid at the Time of his Death unto his Wife *Frances Pemberton*, for her own absolute Use and Benefit, and as to the Rest and Residue of his Personal Estate and Effects, whatsoever and wheresoever, (except Leasehold Estates,) he directed his said Executors to sell or dispose of, collect, get in, and convert into Money so much and such Parts of the same residuary Estate and Effects as should not consist of Money, and after Payment thereof of his Simple Contract Debts, Funeral and Testamentary Expenses, and the Legacies given by that his Will or any Codicil thereto, should pay and apply the same, so far as it should extend, towards Satisfaction of any Bond and Specialty Debts which might be owing by him at the Time of his Decease, or any Charges or Incumbrances affecting his Estates therein-after devised, and he gave and devised all and every his Manors, Messuages, Lands, Wood Grounds, Plantations, Tenements, and Hereditaments whatsoever, in *England, South Wales*, or wheresoever situate, with their and every of their Appurtenances, (except all such Estates as might be vested in him by way of Mortgage or Trust, with their Appurtenances,) unto the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, their Heirs, Executors, Administrators, and Assigns respectively, according to the several Qualities and Tenures of his said Estates, (subject as to Part thereof to the said Rentcharge of Eight hundred Pounds in favour of his said Wife during her Life, and to the Powers given for securing the same,) to and for the several Uses, Trusts, Intents, and Purposes, and subject to the several Powers, Provisoos, Limitations, and Declarations therein-after limited, expressed, and declared of and concerning the

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the same, that is to say, to the Use of them the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, their Heirs, Executors, Administrators, and Assigns, in trust, by the usual Ways and Means, to preserve the contingent Remainders therein-after limited, and upon this further trust, to permit and suffer his said Wife to use, occupy, and enjoy his Mansion House at *Trumpington* aforesaid, with the Outhouses, Buildings, Yards, Gardens, Orchards, and Pleasure Grounds, (but not the Meadow and Pasture Grounds,) then occupied therewith, for and during the Term of her natural Life, if she should so long continue his Widow, and should choose to reside there, without paying any Rent for the same, upon Condition, nevertheless, that his said Wife should keep the said Mansion House, Garden, and Orchard in good and tenantable Repair and Condition, and should not commit or suffer any Waste or Destruction to the said Premises or any Part thereof, and after the Decease of his said Wife, or in the Event of his said Wife declining to reside in the said Mansion House, and to occupy his said Grounds and Premises, upon trust to permit and suffer his said Daughter *Frances Maria Sophia Campbell* in like Manner and upon the same Condition to use, occupy, and enjoy his said Mansion House, Grounds, and Premises, if she should choose to reside there, for and during the Term of her natural Life, or until she should become entitled to the Rents and Profits of the said Manors, Estates, and Hereditaments under the Provisions therein-after contained, without paying any Rent for the same, and upon further trust that they, the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, should manage the said Estates, and cause the same to be kept insured and in a proper State of Repair, and for the Purposes aforesaid he authorized the said Trustees and Trustee to cut down and use any Timber growing on any of his said Estates, and to employ such Agents, Bailiffs, and Servants as they or he should think proper, and from Time to Time to remove the same, and employ others in their Stead; and the said Testator thereby declared his Will to be, that his said Trustees and Trustee should receive and take the Rents, Issues, and annual Profits of the said Estates, and should stand possessed of and apply the same on the Trusts and in manner following, (that is to say,) in the first place, that they should thereout pay all Expenses of Repairs, Insurance, Management, and generally of their Trust, and the Interest of any Mortgages or Specialty Debts affecting the same at the Time of his Decease, or which might be created by his Trustees, in pursuance of the Powers therein-after given, and should thereout, or by mortgaging such Part or Parts of his said Estates as then was or were of Leasehold Tenure raise such Sum or Sums of Money as should be sufficient to

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defray the Expenses of the Fine and other Charges of renewing the then subsisting Lease or Leases, or any other Lease or Leases thereafter to be taken of such Part or Parts of his said Estates as then was or were of Leasehold Tenure, in case his said Trustees or Trustee should, in their Discretion, think it advisable to renew such Lease or Leases, and in the next place should pay to his said Daughter *Frances Maria Sophia Campbell*, an Annuity of Five hundred and fifty Pounds during the joint Lives of herself and his said Wife, and after the Decease of his said Wife, in case the said *Frances Maria Sophia Campbell* should survive her, should pay to his said Daughter an Annuity of Eight hundred Pounds during her Life, or until she should become entitled to the Rents and Profits of the said Manors and Hereditaments under the Limitations therein-after contained, the said Annuities, or such of them as shall be payable, to be paid to the said *Frances Maria Sophia Campbell* by equal half-yearly Payments in each Year, clear of Legacy Duty and every other Deduction whatsoever (except the Tax on Property or Income), and also a proportional Part thereof up to the Period of the actual Determination of the said Annuities, the first half-yearly Payment thereof to be made at the Expiration of Six Calendar Months next after his Decease, and the same to be from Time to Time paid to her for her separate Use, and independent of any Husband with whom she might be married, and free from his Control, and so that she should not have Power to deprive herself of the Benefit thereof by Anticipation, and her Receipts alone, notwithstanding Coverture, to be sufficient Discharges to his said Trustees for the respective Payments of the said Annuity, and upon further Trust, subject to the Payments and Annuities next therein-after mentioned, to lay out and invest the Residue of the Rents and Profits of the whole of his said Estates in the Public Funds, in the Names or Name of his said Trustees or Trustee for the Time being, which he desired might accumulate at Compound Interest, to form a Fund for paying off and discharging all the Debts and Incumbrances affecting his Estates at the Time of his Death, or which should be created by his Trustees in pursuance of the Powers therein-after given to them; and in case his said Daughter *Frances Maria Sophia Campbell* should depart this Life before all such Debts and Incumbrances were paid off and discharged, then upon further trust that his said Trustees and Trustee should during the Minority of any Grandchild or remoter Issue of him the said Testator, who, under the Limitations therein-after contained, would, subject to the Trusts of that his Will, be actually entitled to his said Manors and Estates, or to the Receipt of the Rents and Profits thereof, either as Tenant for Life or as Tenant in Tail in possession, annually pay and apply out of the said Rents and Profits of his said Estates, any Sum or Sums of Money, not exceeding Five hundred Pounds in any One Year, for the Maintenance, Education,

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cation, and Advancement in the World of such Grandchild or remoter Issue, and in case such Grandchild or remoter Issue, after the Decease of his said Mother (the said *Frances Maria Sophia Campbell*), should attain the Age of Twenty-one Years before all such Debts and Incumbrances were paid off and discharged, then upon further trust that his said Trustees and Trustee should out of the said Rents and Profits, in case his said Wife *Frances Pemberton* should be then living, pay unto such Grandchild or remoter Issue, until he or she should be entitled in possession to the Rents and Profits of the said Estates under the Limitations therein-after contained, the annual Sum of Seven hundred Pounds during the joint Lives of his (the said Testator's) said Wife and such Grandchild or remoter Issue, and after the Decease of his said Wife, the annual Sum of One thousand five hundred Pounds, the said Annuities, or such one of them as should be payable, to be paid by equal half-yearly Payments in each Year, clear of Legacy Duty and every other Deduction whatsoever (except the Tax on Property or Income), and also a proportionate Part thereof up to the Period of the actual Determination of the said Annuities, the first half-yearly Payment thereof to be made at the Expiration of Six Calendar Months from the Day such Grandchild, or remoter Issue, should become entitled thereto; and upon Payment and Discharge of all such Debts and Incumbrances, then he willed and directed that such Application of the Rents and Profits of his said Estates should cease, and the Surplus of the accumulated Fund (if any) should be paid to the Person or Persons who for the Time being should be entitled to the Rents and Profits of his said Estates; and that, subject as aforesaid, his said Trustees or Trustee should stand seised, possessed of, and interested in the said Manors, Messuages, Lands, Tenements, and Hereditaments, upon trust that the said Trustees and Trustee should during the Life of his said Daughter pay the yearly Rents and Profits of the said Manors and Hereditaments unto such Person or Persons and for such Intents and Purposes as his said Daughter, by any Writing or Writings under her Hand, notwithstanding any Coverture, should from Time to Time (but not so as to dispose of or affect the same by any Sale, Mortgage, or Charge, or otherwise in the way of Anticipation,) direct or appoint, and, for Want of such Direction or Appointment, into her own Hands for her own separate Use and Benefit, and without being in anywise subject or liable to the Debts, Control, or Interference of any Husband, and the Receipts of his said Daughter, or of such Person or Persons as she should from Time to Time appoint to receive such Rents and Profits, to be effectual Discharges for the same, and from and after the Decease of the said *Frances Maria Sophia Campbell*, to the Use of his (the said Testator's) Grandson *Francis Pemberton Campbell* and his Assigns
for

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for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, and their Heirs, for and during the natural Life of his said Grandson *Francis Pemberton Campbell*, upon trust by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit his said Grandson *Francis Pemberton Campbell* and his Assigns to receive and take the Rents and Profits of the same Estates during his natural Life, and from and after the Decease of the said *Francis Pemberton Campbell* to the Use of the First and every other Son of the said *Francis Pemberton Campbell*, severally, successively, and in remainder One after another as they respectively should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body or respective Bodies of such Sons, every elder of the same Sons and the Heirs Male of his Body being always to be preferred and to take before every younger of the same Sons and the Heirs Male of his Body lawfully issuing, and for default of such Issue to the Use of his (the said Testator's) said Grandson *Robert Huntly Campbell* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, by Forfeiture or otherwise in his Lifetime, to the Use of the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, and their Heirs, for and during the natural Life of his said Grandson *Robert Huntly Campbell*, upon trust by the usual Ways and Means to support and preserve the contingent Uses and Estates therein-after limited from being defeated or destroyed, but nevertheless to permit his said Grandson *Robert Huntly Campbell* and his Assigns to receive and take the Rents and Profits of the same Estates during his natural Life, and from and after the Decease of the said *Robert Huntly Campbell* to the Use of the First and every other Son of the said *Robert Huntly Campbell*, severally, successively, and in remainder One after another as they respectively should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body or respective Bodies of such Sons, every elder of the same Sons and the Heirs Male of his Body being always to be preferred and to take before every younger of the same Sons and the Heirs Male of his Body lawfully issuing, and for default of such Issue upon trust that the said Trustees and Trustee should during the Life of his (the said Testator's) Grand-daughter *Patience Campbell* (meaning the said *Patience Frances Sophia Campbell*) pay the yearly Rents and Profits of the said Manors and Hereditaments unto such Person or Persons, and for such Intents and Purposes, as his said Grand-

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Grand-daughter, by any Writing or Writings under her Hand, notwithstanding any Coverture, should from Time to Time (but not so as to dispose of or affect the same by any Sale, Mortgage, or Charge, or otherwise in the way of Anticipation,) direct or appoint, and for Want of such Direction or Appointment into her own Hands, for her own separate Use and Benefit, and without being in anywise subject or liable to the Debts, Control, or Interference of any Husband, and the Receipts of her his said Grand-daughter, and of such Person or Persons as she would from Time to Time appoint to receive such Rents and Profits, to be effectual Discharges for the same, and from and after the Decease of the said *Patience Campbell* (meaning the said *Patience Frances Sophia Campbell*) to the Use of the First and every other Son of the said *Patience Campbell* (meaning the said *Patience Frances Sophia Campbell*), severally, successively, and in remainder One after another as they respectively should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body or respective Bodies of such Sons, every elder of the same Sons and the Heirs Male of his Body being always to be preferred and to take before every younger of the same Sons and the Heirs Male of his Body lawfully issuing, and for Default of such Issue to the Use of the Third and every other Son of the said *Frances Maria Sophia Campbell*, severally, successively, and in remainder One after another as they respectively should be in Seniority of Age and Priority of Birth, and the several and respective Heirs Male of the Body or respective Bodies of such Sons, every elder of the same Sons and the Heirs Male of his Body being always to be preferred and to take before the younger of the same Sons and the Heirs Male of his Body lawfully issuing, and for default of such Issue to the Use of all and every the Daughter and Daughters of his said Grandson *Francis Pemberton Campbell*, and the Heirs of the Body and respective Bodies of such Daughter and Daughters, equally to be divided between or among such Daughters, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and if there should be but One such Daughter, then to the Use of such only Daughter and the Heirs of her Body, and in case there should be more than One such Daughter, and there should be a Failure of Issue of the Body or Bodies of any One or more of such Daughters, then as to both the original Part and Share or Parts and Shares of such Daughter or Daughters respectively whose Issue should so fail, and also such other Part and Share or Parts and Shares in the said Estates as by virtue of that Clause should have become vested in or have accrued unto such Daughter or Daughters respectively, or her or their Issue, upon the Failure of Issue of any any other or others of the same Daughters, to the Use of the remaining and other and others of the same Daughters, and the Heirs of the Body and respective Bodies of such remaining and other Daughters,

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equally between or among them (if more than One) Share and Share alike, as Tenants in Common, and not as Joint Tenants, and if there should be but One such remaining or other Daughter, then to the Use of such only Daughter and the Heirs of her Body, and in default of such Issue to the like Uses, for the Benefit of all and every the Daughter and Daughters of the Body of his said Grandson *Robert Huntly Campbell*, and the Heirs of the Body and respective Bodies of such Daughter and Daughters, as were lastly therein-before declared as aforesaid, and in default of such Issue to the like Uses, for the Benefit of all and every the Daughter and Daughters of the Body of his said Grand-daughter *Patience Campbell* (meaning the said *Patience Frances Sophia Campbell*), and the Heirs of the Body and respective Bodies of such Daughter and Daughters, as were lastly therein-before declared as aforesaid respecting the Daughters of his said Grandson *Frances Pemberton Campbell* and their Issue, and in default of such Issue to the Use of all and every other the Daughter and Daughters of the Body of his said Daughter *Frances Maria Sophia Campbell* and the Heirs of the Body and respective Bodies of such Daughter and Daughters, equally to be divided between or among such Daughters, if more than One, Share and Share alike, as Tenants in Common, and not as Joint Tenants, and if there should be but One such Daughter, then to the Use of such only Daughter and the Heirs of her Body, and in case there should be more than One such Daughter, and there should be a Failure of Issue of the Body or Bodies of any One or more of such Daughters, then as to both the original Part and Share or Parts and Shares of such Daughter or Daughters respectively whose Issue should so fail, and also such other Part and Share or Parts and Shares in the said Estates as by virtue of that Clause should have become vested in or accrued unto such Daughter or Daughters respectively, or her or their Issue, upon the Failure of Issue of any other or others of the same Daughters, to the Use of the remaining and other and others of the same Daughters and the Heirs of the Body and respective Bodies of such remaining and other Daughters, equally between or among them (if more than One), Share and Share alike, as Tenants in Common, and not as Joint Tenants; and if there should be but One such remaining or other Daughter, then to the Use of such only Daughter and the Heirs Male of her Body, and in default of such Issue to the Use of his (the said Testator's) own right Heirs for ever; provided always, and the said Testator thereby willed and declared, that it should be lawful for his said Grandson *Francis Pemberton Campbell*, and for every other Male Person thereby made Tenant for Life of the Manors, Hereditaments, and Premises therein-before devised as aforesaid, when he should become entitled in possession to the Rents and Profits of the said Estates under the Limitations therein-before contained as aforesaid, by any Deed or Deeds, sealed and delivered in
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the Presence of and attested by One or more credible Witness or Witnesses, or by his last Will and Testament, or any Codicil or Codicils thereto, to grant, limit, settle, or appoint to or for the Use of any Woman whom he should happen to marry (and that either before or after such Marriage), for and during the Term of the natural Life of such Woman, and for her Jointure, and in bar or without being in bar of her Dower, any annual Sum or yearly Rentcharge not exceeding the Sum of Six hundred Pounds, free from Taxes, and without any other Deduction whatsoever (except the Tax on Property or Income), to be issuing and payable out of and to be charged and chargeable upon all or any Part or Parts of the Estates therein-before devised as aforesaid, with usual Powers of Distress and Entry upon and Perception of the Rents and Profits of the Hereditaments so to be charged therewith, and also to appoint the Hereditaments and Premises so to be charged to any Person or Persons for any Term of Years, upon the usual Trusts for securing the Payment of the annual Sums so to be charged, so that every such Term of Years should be made to cease on Payment of the annual Sums thereby respectively secured, and all Expenses to be incurred by the Nonpayment thereof respectively; provided always, and the said Testator did thereby declare, that while the said annual Sum of Eight hundred Pounds limited to the Use of his said Wife as aforesaid should be payable the said Manors, Hereditaments, and Premises should not, by virtue of the aforesaid Power of jointuring, be at any One Time liable to the Payment of more than the annual Sum of One thousand four hundred Pounds for Jointures, and after the said annual Sum of Eight hundred Pounds should cease to be payable, the said Manors, Hereditaments, and Premises should not, by virtue of the said Power of jointuring, be at any One Time liable to the Payment of more than the annual Sum of One thousand two hundred Pounds for Jointures as aforesaid; and the said Testator did thereby empower his said Daughter *Frances Maria Sophia Campbell*, at any Time, by Deed or Will, to charge his said Manors, Hereditaments, and Premises with any Sum or Sums of Money not exceeding Two thousand Pounds for the Benefit of her Children (other than a Child who under the Limitations in that his Will contained should be entitled in possession to the said Manors and Estates), and by the same Deed or Will to appoint the said Manors, Hereditaments, and Premises to Trustees for any Term of Years, in trust, after the Decease of his said Daughter, to raise the said Sum of Two thousand Pounds for the Benefit of and to be paid to such Children, if more than One, in such Shares, and if only One the whole to such One Child, at such Times and in such Manner as his said Daughter should by such Deed or Will appoint, such Term to cease with the Trusts thereof; provided always, that in case his Personal Estate should be insufficient to satisfy and pay all his just Debts, his Funeral and Testamentary Expenses, and the Legacies therein

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therein given, or by any Codicil thereto to be given, then and in such Case the said Testator did thereby will and declare that it should and might be lawful to and for the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, or the Survivor of them, his Heirs or Assigns, to raise by way of Mortgage of all or any his Estate therein devised to them; or any Part or Parts thereof, so much and such Sum or Sums of Money as, together with his Personal Estate, might be sufficient to satisfy and pay his said Debts, Funeral and Testamentary Expenses and Legacies, and so from Time to Time as often as any outstanding Debts or Incumbrances should be demanded or called in, and for that Purpose to make and execute all such Acts and Deeds as might be necessary for vesting in the Person or Persons advancing such Monies all or any Part of his said Estates, for any Term or Number of Years, but subject to such Equity of Redemption as is usual in Cases of Mortgage by Demise; provided also, and the said Testator did thereby will and declare, that it should and might be lawful to and for the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, if they or he should think it advisable so to do, at any Time or Time, to sell and dispose of, together or in Parcels, and by Public or Private Sale, for the best Price or Prices that could reasonably be obtained for the same, all or any Part or Parts of his said Estates therein devised to them, and the Inheritance and Fee Simple thereof, and that for the Purpose of carrying such Sale into effect it should and might be lawful to and for the said Trustees, or for the Trustees or Trustee for the Time being acting under the Trusts and Directions of that his Will, by any Deed or Deeds, Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by One or more credible Witness or Witnesses, absolutely to revoke, determine, and make void all and every or any of the Uses, Trusts, Powers, and Provisoes therein limited, expressed, and declared concerning the said Premises so to be sold, or any Part or Parts thereof, and by the same or any other Deed or Instrument in Writing to convey the said Estates so sold, and the Fee Simple and Inheritance thereof, unto and to the Use of the Purchaser or Purchasers thereof, his or their Heirs and Assigns, or as he or they should direct or appoint; and the said Testator thereby willed and declared that the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, 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 so much thereof as should be necessary, in satisfying and discharging all and every of his Debts or Legacies or Incumbrances which might then remain unpaid and unsatisfied, if there should

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should be any, and should lay out and invest the said Purchase Monies or the Surplus thereof (if any) in the Purchase of other Manors, Messuages, Lands, Tenements, or Hereditaments in Fee Simple in possession, to be situate somewhere in *England* or *South Wales*, and that his said Trustees, or the Trustees or Trustee for the Time being, should and would settle and assure the Manors, Messuages, Lands, and Hereditaments so to be purchased to such and the same Uses, upon such and the same Trusts, and for such and the same Intents and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Conditions, and Agreements as were declared by that his Will of and concerning the Manors, Messuages, Lands, Hereditaments, and Premises therein-before devised, or as near thereto as the Deaths of Parties and other intervening Accidents would then admit of; and that until the Money arising by such Sale or Sales as aforesaid should be disposed of in the Manner therein-before and herein-before mentioned, it should and might be lawful to and for the said Trustees, or the Trustees or Trustee for the Time being, to place out such Sum or Sums of Money at Interest, either in the Parliamentary Stocks or Public Funds, or upon Government or Real Securities, in the Names or Name of the Trustees or Trustee for the Time being, and to alter, vary, transfer, and dispose of the said Stocks, Funds, and Securities as Occasion should require; and the said Testator did thereby will and direct that the Interest, Dividends, and annual Produce arising from such Stocks, Funds, and Securities should go and be paid to such Persons, and be applied to and for the Uses, Intents, and Purposes, and in such Manner, as the Rents, Issues, and Profits of the said Manors and Hereditaments so to be purchased therewith would go or be payable or applicable, in case such Purchase or Purchases and Settlement as aforesaid were then actually made; provided also, and the said Testator did thereby declare it to be his Will, that in case his said Trustees and Trustee should sell or mortgage any Part or Parts of his said Estates for the Purpose of paying off any Debts, Charges, or Incumbrances affecting the same, that they would first sell or mortgage such Portion or Portions of his Estate in *South Wales* as might be necessary for that Purpose, before selling or mortgaging any Portions of his Estates situate in the Parish of *Trumpington* aforesaid, but the Expression of that his Wish was not to create a Trust, or fetter the Discretion of his said Trustees in the Exercise of the Powers of Sale and Mortgage therein-before given; provided also, and the said Testator did thereby declare his Will and Mind to be, that it should and might be lawful to and for the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, at their or his Discretion, so long as the Residue of the said Rents and Profits should accumulate, to pay off and discharge

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any Debts or Incumbrances affecting his said Estate, and until such Debts and Incumbrances were paid off, but afterwards, at the Request and by the Direction of his said Daughter *Frances Maria Sophia Campbell*, or of the Person or Persons who by virtue of the Trusts therein declared should for the Time being be actually entitled to his said Manors, Messuages, Lands, Tenements, and Hereditaments, or to the Receipt of the Rents, Issues, and Profits thereof, for any Estate or Interest for Life in possession, and also at their or his Discretion, from Time to Time and at all Times during the Minority or respective Minorities of any Person or Persons who by virtue of any of the Trusts therein-before declared as aforesaid should for the Time being be entitled to the said Manors, Messuages, Lands, Tenements, and Hereditaments, to the Receipt of the Rents, Issues, and Profits thereof, for any Estate or Interest of Inheritance in possession, to demise, lease, or grant all or any Part or Parts of his said Estate to any Person or Persons, for any Term or Number of Years absolutely, not exceeding Twelve Years, (except as therein-after and herein-after is mentioned) to take effect in possession, and not in reversion or by way of future Interest, yet so that there should be reserved in all such Demises, Leases, or Grants to be made in pursuance of his Will the best and most improved yearly Rent or Rents, to be incident to the immediate Reversion of the Estate so to be demised, that could or might be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift for the making thereof, and so as there should be contained in all such Demises or Leases a Condition of Re-entry on Nonpayment of the Rent or Rents thereby to be respectively reserved, and so as the Lessees respectively did execute Counterparts thereof respectively, and did thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and should not be by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste; provided always, that any Lease to be granted of his said Mansion House, with the Outhouses, Gardens, Pleasure Grounds, and other Grounds the Use of which was therein-before given to his said Wife, should cease and determine at *Michaelmas* next after the Death of the Person requiring such Lease to be made, or the next after the coming of Age of any Person during whose Minority such Lease should have been granted; provided also, and the said Testator did thereby declare his Will and Mind to be, that it should and might be lawful to and for his said Trustees, or the Trustees or Trustee for the Time being, during the Life of his said Daughter *Frances Maria Sophia Campbell*, and during the Life of any Person or Persons who for the Time being should under the Trusts thereby declared as aforesaid be entitled to the actual Possession or to the Receipt of the Rents, Issues, and Profits of the said Manors and other Hereditaments for any
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Estate or Interest for Life in possession, and during the Minority or respective Minorities of any Person or Persons who for the Time being by virtue of or under the Limitations, Devises, Trusts, or Provisoes therein contained should be entitled to the same Manors, and other Hereditaments, or to the Receipt of the Rents, Issues, and Profits thereof, for any Estate of Inheritance in possession, where and as often as Occasion might require, to fell, cut down, and use such Timber and other Trees on the Premises as should from Time to Time be wanted for the new building, repairing, or amending, and for defraying the Expenses of new building, repairing, or amending all or any of the Mansion Houses, Messuages, Farmhouses, Outhouses, Edifices, or Buildings then standing or being, or thereafter to be erected and to be standing or being upon all or any of the Premises therein-before devised as aforesaid, in order that the same Buildings might from Time to Time be kept in good and substantial Repair and Condition; provided also, and the said Testator did thereby declare his Will to be, that in case his Personal Estate should not be sufficient for the Payment of all his Debts, Legacies, and Funeral Expenses, that then it should and might be lawful to and for his said Trustees, or the Trustees for the Time being, to fell, cut down, sell, and dispose of such Timber and other Trees growing on his said Estates as they in their Discretion should think fit, and to apply the Monies arising from the Sale thereof in aid of any Deficiency there might be in his Personal Estate; and the said Testator thereby declared and directed that the Power therein given to his said Trustees to cut down and fell the Timber and other Trees on his said Estates, to be applied in aid of his Personal Estate, should not be imperative upon them, or in any way supersede any other Power or Authority which he might have given them to raise Money in aid of his Personal Estate; and in case they should resort to the Sale of such Timber, he desired and directed that due Care might be taken to leave a Sufficiency of Timber and other Trees on his said Estates as well for the Purpose of Repairs as for the Ornament and Shelter of his said Estates; provided also, and the said Testator did thereby declare his Will and Mind to be, that his said Daughter *Frances Maria Sophia Campbell*, and all and every of the Issue of his said Daughter, and all and every Person or Persons who in default of Issue of his said Daughter should take any Remainder in his Estates, when he, she, or they should become actually entitled to his said Manors, Messuages, Lands, Tenements, and Hereditaments, or to the Receipt of the Rents and Profits thereof, under the Trust therein-before contained as aforesaid, for any Estate or Interest of Freehold or Inheritance in possession, should, within the Space of One Year next after they should severally become entitled as aforesaid, totally lay aside his or her Surname, and take upon himself or herself and use in all Deeds and Writings
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whereto or wherein he or she should be a Party, and upon all other Occasions, the Surname of *Pemberton*, and take and use no other Surname, and should take and bear the Arms of *Pemberton* only, as then used by him, and also should within the Space of One Year after he or she should become entitled to the Rents and Profits of his said Estates, or so soon after that Period as he or she legally could or might apply for and endeavour to obtain an Act of Parliament, or proper Licence from the Crown, or take such other Means as might be requisite and proper to enable and authorize him or her to take, use, and bear the said Surname and Arms, and that in case any such Person or Persons should refuse or neglect to lay aside his or her Surname as aforesaid, and to take or use such Surname and Arms as aforesaid, and to take such proper Steps and Means as might be requisite to enable and authorize her, him, or them so to do within the Time aforesaid, then it was his express Will and Meaning that from and after the Expiration of such Time the Trusts therein-before declared as aforesaid of his said Manors, Messuages, Lands, Tenements, and Hereditaments in favour of him, her, or them so neglecting or refusing should cease, determine, and become utterly void, and that his said Trustees, and the Trustees or Trustee for the Time being, should in such Case stand seised and possessed of all and singular his said Manors, Messuages, Lands, Tenements, and Hereditaments immediately after the Expiration of such Time in trust for the Person or Persons next in remainder in that his Will who under the Trusts therein-before declared by that his Will as aforesaid would be entitled to the same Manors, Messuages, Lands, and Tenements, and Hereditaments, as if such Person so neglecting or refusing, being Tenant for Life of the said Manors, Messuages, Lands, Tenements, and Hereditaments, or of the Rents and Profits thereof, were dead, or, being Tenant in Tail of the same Premises or of the Rents and Profits thereof, were dead without Issue; provided also, and the said Testator did thereby further declare and direct, that the Receipt or Receipts in Writing of the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, or of the Survivors or Survivor of them, or of the Heirs, Executors, Administrators, or Assigns respectively of such Survivor, or of the Trustees or Trustee for the Time being acting under the Trusts thereof, for any Sum or Sums of Money payable to them or him under or by virtue of that his Will, should be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same respectively, or for so much thereof as in such Receipt or Receipts respectively should be expressed or acknowledged to be received, and that the Person or Persons to whom the same should be given, his, her, or their Heirs, Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged

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or concerned to see to the Application of the Money therein mentioned and acknowledged to be received; and the said Testator did thereby further will and declare, that if the said Trustees or any of them, or any future Trustees or Trustee to be appointed in the Stead or Place of them or any of them, as therein-after and herein-after is mentioned, should happen to die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Trusts thereby in them reposed as aforesaid, before the said Trusts should be fully executed, then and in such Case, and when and so often as the same should happen, it should and might be lawful to and for the surviving or continuing Trustees or Trustee, or, in case of the Death of all the Trustees, then for the Executors or Administrators of the Survivor of them by any Act, Deed, or Instrument in Writing, sealed and delivered by him, her, or them, in the Presence of and attested by One or more credible Witness or Witnesses, from Time to Time to nominate, substitute, and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining, or becoming incapable to act as aforesaid, and that when and so often as any Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estates, Monies, and Premises which should then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with the other Trustee or Trustees, should be thereupon with all convenient Speed conveyed, assigned, and transferred in such Sort and Manner and so as that the same should and might be legally and effectually vested in the surviving or continuing Trustee or Trustees and such new Trustee or Trustees, or if there should be no continuing Trustee or Trustees, then in such new Trustee or Trustees only, to the same Uses and upon the same Trusts as were therein-before declared as aforesaid of and concerning the said Trust Estates, Monies, and Premises respectively, or such of them as should or might be then subsisting and capable of taking Effect, and that every such new Trustee or Trustees should and might in all Things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they should be appointed, in conjunction with the other then surviving or continuing Trustee or Trustees, if there should be any such surviving or continuing Trustee or Trustees, or if not then by himself or themselves, as fully and effectually, and with all the same Powers and Authorities whatsoever, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by that his Will nominated Trustee or Trustees; provided always, and the said Testator did thereby declare that the Executors and Trustees thereby appointed, or any Trustee or Trustees to be appointed by virtue of the Powers therein-before

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contained as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, should be charged and chargeable respectively only for such Monies as they should respectively actually receive by virtue of the Trusts thereby in them reposed as aforesaid, notwithstanding his or their or any of their giving or signing, or joining in giving or signing any Receipt or Receipts for the sake of Conformity, and any One or more of them should not be answerable or accountable for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them, but each and every of them only for his and their own Acts, Receipts, Neglects, or Defaults respectively, and that any One or more of them should not be answerable or accountable for any Banker, Broker, or any other Person with whom or in whose Hands any Part of the said Trust Monies should or might be deposited or lodged for safe Custody or otherwise in the Execution of the Trusts therein-before mentioned, and that they or any of them should not be answerable or accountable for the Insufficiency or Deficiency of any Security or Securities, Stocks, or Funds in or upon which the said Trust Monies or any Part thereof should be placed out or invested, nor for any other Misfortune, Loss, or Damage which might happen in the Execution of the aforesaid Trusts or Executorship, or in relation thereof, except the same should happen by or through their own wilful Default respectively, and also that it should and might be lawful to and for the said Executors and Trustees, and such future Trustees or Trustee to be appointed as aforesaid, and every or any of them, their and every of their Heirs, Executors, Administrators, and Assigns, by and out of the Monies which should come to their respective Hands by virtue of the Trusts aforesaid, to retain to and reimburse himself and themselves respectively, and also to allow to his and their Co-Trustee and Co-Trustees, all Costs, Charges, Damages, and Expenses which they or any of them should or might suffer, sustain, extend, disburse, or be put unto in or about the Execution of the Trusts or Executorship of that his Will, or in relation thereto; and the said Testator thereby also declared that such Trustees or Trustee for the Time being, or such of his said Executors as might be engaged in any Profession or Business, should be entitled to his or their usual Charges and Fees, and to Remuneration for Business done, Advice given, and Time employed, in and about the Trusts aforesaid or in relation thereto, notwithstanding any Rule of Equity to the contrary; and the said Testator did thereby revoke all former Wills by him made, and did declare that only to be his last Will and Testament: And whereas the said *Francis Charles James Pemberton* died on or about the Eighteenth Day of *October* One thousand eight hundred and forty-nine, without having revoked or altered his said Will, leaving the said *Frances Maria Sophia*.

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Sophia Campbell his only Child and Heiress at Law: And whereas the said Will was proved by the said *Christopher Pemberton*, *Christopher Robert Pemberton*, *Stanley Pemberton*, and *William Thrower* in the Prerogative Court of the Archbishop of *Canterbury* on or about the Nineteenth Day of *July* One thousand eight hundred and fifty: And whereas the said *William Thrower* died on or about the Twenty-fourth Day of *July* One thousand eight hundred and fifty: And whereas the said *Christopher Pemberton* died on about the Twenty-second Day of *October* One thousand eight hundred and fifty: And whereas under and by means of an Indenture dated the Seventh Day of *January* One thousand eight hundred and fifty-one, and made between the said *Christopher Robert Pemberton* and *Stanley Pemberton* of the First Part, *John James Russell* Esquire of the Second Part, and *Clement Francis* Gentleman of the Third Part, and an Indenture dated the Eighth Day of *January* One thousand eight hundred and fifty-one, endorsed on the last-mentioned Indenture, and made between the said *Clement Francis* of the one Part, and the said *Christopher Robert Pemberton*, *Stanley Pemberton*, and *John James Russell* of the other Part, the said *John James Russell* was duly appointed a Trustee of the said Will of the said *Francis Charles James Pemberton* deceased, in the Stead or Place of the said *William Thrower* deceased, and all the Freehold and Leasehold Premises by the said Will given, devised, and bequeathed to the said *Christopher Pemberton*, *Christopher Robert Pemberton*, *Stanley Pemberton*, and *William Thrower* as aforesaid, became vested in the said *Christopher Robert Pemberton*, *Stanley Pemberton*, and *John James Russell*, their Heirs, Executors, Administrators, and Assigns, upon the Trusts in and by the said Will declared concerning the same, or such of them as were then subsisting or capable of taking Effect: And whereas under and by means of an Indenture dated the Twenty-eighth Day of *June* One thousand eight hundred and fifty-two, and made between the said *Christopher Robert Pemberton*, *Stanley Pemberton*, and *John James Russell* of the First Part, the Reverend *Harvey Vachell* Clerk of the Second Part, and the said *Clement Francis* of the Third Part, and an Indenture dated the Twenty-ninth Day of *June* One thousand eight hundred and fifty-two, and made or expressed to be made between the said *Clement Francis* of the one Part, and the said *Christopher Robert Pemberton*, *Stanley Pemberton*, *John James Russell*, and *Harvey Vachell* of the other Part, the said *Harvey Vachell* was duly appointed a Trustee of the said Will of the said *Francis Charles James Pemberton* deceased in the Stead or Place of the said *Christopher Pemberton* deceased, and all the Freehold and Leasehold Premises by the said Will given, devised, and bequeathed to the said *Christopher Pemberton*, *Christopher Robert Pemberton*, *Stanley Pemberton*, and *William Thrower* as aforesaid became vested in the said *Christopher*

Indenture
dated 7th
and 8th Ja-
nuary 1851.

Indentures
dated 28th
and 29th
June 1852.

Robert

Pemberton's Estate Act, 1853.

Decree of
Court of
Chancery,
dated 28th
April 1853.

Robert Pemberton, Stanley Pemberton, John James Russell, and Harvey Vachell, their Heirs, Executors, Administrators, and Assigns, upon the Trusts in and by the said Will declared concerning the same, or such of them as were then subsisting or capable of taking Effect: And whereas by a Decree of the High Court of Chancery, dated the Twenty-eighth Day of *April* One thousand eight hundred and fifty-three, and made in a Cause depending in the said Court, wherein the said *Francis Pemberton Campbell, Robert Huntly Campbell, and Patience Frances Sophia Campbell*, all Infants under the Age of Twenty-one Years, by *Henry Thomas*, their next Friend, are the Plaintiffs, and the said *Christopher Robert Pemberton, Stanley Pemberton, John James Russell, Frances Pemberton, and Frances Maria Sophia Campbell, Harvey Vachell, Henry Marshall, and Elizabeth Thrower* are the Defendants (by original and amended Bill), being a Suit for the due Administration of the Estate and Effects of the said *Francis Charles James Pemberton* deceased, it was, amongst other things, decreed, that the said *Christopher Robert Pemberton and Harvey Vachell* being desirous of being discharged from the Trusts of the said Will, they should accordingly be discharged from the said Trusts, and it was ordered that *John Pemberton Plumtre* of *Fredville* in the County of *Kent*, Esquire, and *Henry Williams Hodgson* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, should be appointed Trustees of the said Will, in the Place and Stead of the said *Christopher Robert Pemberton and Harvey Vachell*: And whereas under and by means of certain Indentures made pursuant to the said Decree, (that is to say,) an Indenture dated the Second Day of *May* One thousand eight hundred and fifty-three, and made or expressed to be made between the said *Christopher Robert Pemberton, Stanley Pemberton, John James Russell, and Harvey Vachell* of the First Part, the said *John Pemberton Plumtre* and *Henry Williams Hodgson* of the Second Part, and the said *Clement Francis* of the Third Part, and an Indenture dated the Third Day of *May* One thousand eight hundred and fifty-three, endorsed on the last-mentioned Indenture, and made or expressed to be made between the said *Clement Francis* of the one Part, and the said *Stanley Pemberton, John James Russell, John Pemberton Plumtre, and Henry Williams Hodgson* of the other Part, the said *John Pemberton Plumtre* was duly appointed a Trustee of the said Will of the said *Francis Charles James Pemberton* deceased in the Stead or Place of the said *Christopher Robert Pemberton*, and the said *Henry Williams Hodgson* was appointed a Trustee of the said Will in the Stead or Place of the said *Harvey Vachell*, and all the Freehold and Leasehold Premises by the said Will given, devised, and bequeathed to the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, as aforesaid, became vested in the said *Stanley Pemberton, John James Russell,*

Indentures
dated 2d and
3d May 1853.

Pemberton's Estate Act, 1853.

Russell, John Pemberton Plumptre, and Henry Williams Hodgson, their Heirs, Executors, Administrators, and Assigns, upon the Trusts in and by the said Will declared concerning the same, or such of them as were then subsisting or capable of taking Effect: And whereas the said *Frances Pemberton*, the Widow of the said Testator *Francis Charles James Pemberton* deceased, now has the Use, Occupation, and Enjoyment of the said Mansion House at *Trumpington* aforesaid, with the Outbuildings, Yards, Gardens, Orchards, and Pleasure Grounds, pursuant to the Trust in that Behalf contained in the said Will as aforesaid: And whereas the said *Stanley Pemberton, John James Russell, John Pemberton Plumptre, and Henry Williams Hodgson*, as the Trustees for the Time being of the said Will of the said *Francis Charles James Pemberton* deceased, now are seised of the several Manors and other Hereditaments devised by the said Will to the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, upon trust as aforesaid, and are in Receipt of the Rents, Issues, and Profits thereof: And whereas the whole of the Personal Estate of the said *Francis Charles James Pemberton* (other than such Part thereof as is by the said Will specifically bequeathed) has been exhausted in Payment of the Funeral and Testamentary Expenses and some of the Debts of the said Testator, and there remains to be paid out of the Real Estate of the said Testator, or the Rents, Issues, Profits, and Proceeds thereof, so devised upon trust as aforesaid, divers Debts, Charges, and Incumbrances affecting the said Estate, and amounting together to the Sum of Thirty-one thousand eight hundred Pounds, (the Particulars whereof are mentioned in the First Schedule hereunto annexed,) besides which the Interest of the said Debts, Charges, and Incumbrances respectively, and the growing Payments of the said Rentcharge or Annuity of Eight hundred Pounds to the said *Frances Pemberton*, and of the said Annuity of Five hundred and fifty Pounds to the said *Frances Maria Sophia Campbell* (to be increased hereafter to Eight hundred Pounds, as in the said Will mentioned), and the other Expenses of performing the Trusts of the said Will, have from Time to Time to be provided for and paid, pursuant to the Trusts in that Behalf contained in the said Will: And whereas there are under the said Lands and Hereditaments so devised by the said Will to the said *Christopher Pemberton, Christopher Robert Pemberton, Stanley Pemberton, and William Thrower*, upon trust as aforesaid, situate in the County of *Car-marthen*, or some Parts of them, Mines, Veins, and Seams of Coal, Culm, Ironstone, Iron Ore, and other Minerals, some of which have been opened and partly worked, and others remain unopened: And whereas divers Parts of the said Lands and Hereditaments so devised upon trust as aforesaid, situate in the said County of *Car-marthen*, and comprised in the Second Schedule to this Act, are very

[Private.]

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eligible for Building Purposes: And whereas it would greatly facilitate the Performance of divers of the Trusts created by the said Will of the said *Francis Charles James Pemberton*, and the Payment of the said outstanding Debts, Charges, and Incumbrances, and would be greatly to the Benefit of the Person and Persons interested or to be interested under or by virtue of the said Will in the said Lands and Hereditaments respectively, if the Trustees or Trustee for the Time being of the said Will were empowered to grant Mining Leases for long Terms of some of the said Lands and Hereditaments situate in the said County of *Carmarthen*, being the Hereditaments mentioned in the First and Second Parts respectively of the Second Schedule hereunto annexed; and also Building Leases for long Terms of some of the said Lands and Hereditaments situate in the said County of *Carmarthen*, being the Hereditaments mentioned in the Second and Third Parts respectively of the said Second Schedule; but by reason of the Limitations of the said Will of the said *Francis Charles James Pemberton* the several beneficial Purposes aforesaid cannot be carried into effect without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Stanley Pemberton, John James Russell, John Pemberton Plumptre*, and *Henry Williams Hodgson*, as the Trustees for the Time being of the said Will of the said *Francis Charles James Pemberton* deceased, and the said *Frances Pemberton*, and the said *Charles Edmund Keene*, and the said *Augustus John Smith*, and the said *Frances Maria Sophia Campbell* on behalf of herself and as the Mother and Guardian of the said *Francis Pemberton Campbell, Robert Huntly Campbell*, and *Patience Frances Sophia Campbell*, and the said *John Petty Muspratt, John James Russell, Christopher Robert Pemberton*, and *Henry Collingwood Blackett*, as the Trustess for the Time being of the said Indenture of Settlement of the Seventh Day of *April* One thousand eight hundred and thirty-six, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual, and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Pemberton's Estate Act, 1853.*"

Interpretation of Terms.

II. That in this Act, and so far as relates to the Construction of the same, the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

The

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The Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate, authorized by Law to take and hold Lands:

The Expression "the said Trustees or Trustee" shall mean the said *Stanley Pemberton, John James Russell, John Pemberton Plumptre, and Henry Williams Hodgson*, or the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Francis Charles James Pemberton* deceased:

The Expression "during the Continuance of the Trust for Payment of Debts" shall mean during the Continuance of the Trust contained in the said Will of the said *Francis Charles James Pemberton* deceased for Payment of his Debts, so far as the same relates to the respective Debts particularized or mentioned in the First Schedule hereto.

III. That it shall be lawful for the said Trustees or Trustee, during the Continuance of the Trust for Payment of Debts, at their or his Discretion, and afterwards, during the Life of the said *Frances Maria Sophia Campbell*, with her Consent in Writing, and afterwards, during the Life of any Person to whom as Tenant for Life under the Trusts or Limitations of the said Will of the said *Francis Charles James Pemberton* deceased the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall for the Time being be payable, with the Consent in Writing of such Person, if he shall be of full Age, and during the Minority of any Person to whom as Tenant for Life under the Trusts or Limitations of the same Will the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall, or if he were of full Age would for the Time being; be payable, or who shall for the Time being be entitled to the same Hereditaments as Tenant in Tail Male by Purchase, at the Discretion of the said Trustees or Trustee, to demise or lease all or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Culin, Ironstone, Iron Ore, Stone, Clay, and other Minerals and Substances found or discovered or which shall or may at any Time or Times hereafter be found or discovered in, under, or upon the Hereditaments comprised in the First and Second Parts respectively of the Second Schedule to this Act, or any or either of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall be, and whether the same have or have not been hitherto opened or worked, to any Person or Persons, for any Term or Number of Years not exceeding

Power to
grant Mining
Leases.

Sixty

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Sixty Years, to take effect in possession and not in reversion, together with all or any of the Liberties, Licences, Powers, and Authorities herein-after mentioned, or any Part or Parts thereof respectively; (that is to say,) full and free Liberty, Licence, Power, and Authority to open such Mines, and to search, seek for, bore, dig, sink for, discover, win, work, get, and raise all such Minerals and Substances as shall be found within, under, or upon the Mines or Ground thereby to be demised, and for those Purposes from Time to Time to sink, drive, make, and work Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Gutters, Watergates, and Watercourses, and other subterraneous Works in and under any of the Hereditaments comprised in the Second Schedule of this Act; and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machinery, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Minerals and Substances forth and out of the Mines and Quarries, or for draining or discharging or carrying away Water, foul Air, Stythe, or Stench from, forth, and out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Mines or Quarries; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room and Pit-room for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, calcining, smelting, working, and manufacturing of the Minerals and Substances which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term of Years to be by such Demise or Lease granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggon, and Carriages, all the Minerals and Substances to be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Cottages, Hovels, Sheds, Stables, Lodges, and other Buildings or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways or framed Waggon Ways, Weighing Machines, or other Machineries, Conveniences, and Works, with such Yards, Gardens, Curtilages, Stone Yards, and Places to be annexed to such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently enjoying the

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the said Mines and Works, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the said Mines or Works, or for the standing, laying, and placing of Utensils, Implements, Materials, Minerals, and Produce, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, and carrying away the said Mineral and other Substances; and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggon Ways, Weighing Machines and other Machines, at his or their Will or Pleasure; and also to dig and get up Stones, Sods, Peat, Clay, or Spar for making and building such Houses and other Buildings as aforesaid; and also full Licence, Power, and Authority to have, take, and use all or any of the Water flowing or which shall or may flow or be made to flow in, over, or upon all or any of the said Hereditaments and Premises, and to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the beneficial working of the said Mines; and generally with all such other Rights, Powers, Privileges, Easements, and Advantages as shall be needful, requisite, or convenient for, in, or about the winning, working, obtaining, getting, burning, calcining, smelting, or otherwise manufacturing of the said Minerals and Substances, and for the carrying away or otherwise disposing of the same, as may be usual or customary in Leases of a similar Kind in the Neighbourhood in which such Mines shall be, or as the Persons or Person making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created the best or most improved yearly or other Rent or Rents, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly in Money, and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and, considering the Nature and the Circumstances of the Case, be reasonably had or gotten for the same; and so as such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the same; but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, save and except that Part thereof may, if thought proper, be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce Lessees to work the Mines leased; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Covenant for the due and punctual Payment or Tender of the Rent to be

[*Private.*]

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thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the said Premises; and so as in every such Demise or Lease there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid by any Period or Space to be therein limited, not exceeding Forty Days after the Time appointed for Payment or Delivery thereof; and so as the respective Lessee or Lessees shall duly execute Counterparts of all such Demises or Leases as shall be made to them respectively, and enter into such Covenants and Agreements as the Person or Persons making such Demises or Leases respectively shall deem expedient for the working and managing the said Mines and Works; and generally that in and by such Demises or Leases there shall or may be reserved or contained any other Reservations, Covenants, Agreements, Provisoos, or Stipulations whatsoever which are usual in Leases of a similar Kind in the Neighbourhood in which the said Mines lie, or which shall or may be deemed necessary or expedient for providing for the due Working and Management of any Mines or Quarries so to be demised or leased, or any Works belonging thereto.

Certain Portions of the Rents and Royalties under Mining Leases to be paid into the Bank of England.

IV. That Three Fourth Parts of all Rents, Tolls, Royalties, and Reservations that shall be reserved and received from Time to Time by the said Trustees or Trustee, under any Lease granted pursuant to the Power herein-before contained of any Mines or Quarries opened or worked in the Lifetime of the said *Francis Charles James Pemberton* deceased, shall be considered as Income, and the remaining One Fourth Part thereof as Capital; and such One Fourth of the last-mentioned Rents, Royalties, and Reservations, or the net Produce thereof, (the Amount to be verified by Affidavit by the said Trustees or Trustee, or some or One of them, or their or his Steward or Agent,) shall be from Time to Time paid by the said Trustees or Trustee into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to an Account to be entitled "*Ex parte* the Persons interested in the Estates devised by the Will of *Francis Charles James Pemberton* Esquire, deceased,—the Open Mines Account;" and that One Fourth Part of all Rents, Tolls, Royalties, and Reservations that shall be reserved and received from Time to Time by the said Trustees or Trustee under any Lease granted pursuant to the Power herein-before contained of any Mines or Quarries not opened or worked in the Lifetime of the said *Francis Charles James Pemberton* deceased, shall be considered as Income, and the remaining Three Fourth Parts thereof as Capital; and such last-mentioned Three Fourth Parts of the said Rents, Royalties, and Reservations, or the net

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net Produce thereof, (the Amount to be verified in like Manner,) shall be from Time to Time paid by the said Trustees or Trustee into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to an Account to be entitled "*Ex parte* the Persons interested in the Estates devised by the Will of *Francis Charles James Pemberton* Esquire, deceased,—the Unopened Mines Account;" and, as to every such Payment to the said Two Accounts respectively, the same shall be made pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court; and the Receipt of any Cashier of the said Bank for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the said Court of Chancery, shall be an effectual Discharge to the said Trustees or Trustee paying the same for the Money therein respectively mentioned and acknowledged to be received.

V. That it shall be lawful for the said Court of Chancery, on Petition to be preferred from Time to Time to the said Court in a summary Way by the said Trustees or Trustee, or by any Person or Persons beneficially interested, to order that the Monies which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* to the aforesaid Two several Accounts respectively, or so much of the said Monies respectively as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions of this Act, shall from Time to Time be applied or laid out in such Manner as the said Court of Chancery shall direct, upon a summary Application, to be made as aforesaid, in the Purchase or Redemption of Land Tax affecting any of the Hereditaments comprised in the Second Schedule to this Act annexed, or any other Hereditaments devised by the said Will of the said *Francis Charles James Pemberton* deceased, or in or towards the Discharge of any other Charge or Incumbrance (being Charges on the Inheritance for the Time being affecting any of the said Hereditaments respectively), or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*, free from all Incumbrances (except Quitrents, Land Tax, and other Outgoings of that Nature), or in the Enfranchisement of any Copyholds of Inheritance devised by the Will of the said *Francis Charles James Pemberton* deceased, or which may be purchased as aforesaid, or in the Purchase of any Wayleaves or other Easements in, over, or upon any Lands adjoining or near to any of the Hereditaments comprised in the Second Schedule to this Act, or any other Hereditaments devised by the said Will of the said *Francis Charles James Pemberton* deceased, and which Hereditaments and Easements respectively

Application
of the Money
under the
Direction of
the Court of
Chancery.

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respectively shall, immediately after the Purchase, be conveyed and assured to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations, to, for, and upon which the Hereditaments specified in the said Second Schedule to this Act shall for the Time being stand limited, settled, or assured, under or by virtue of the Limitations contained in the said Will of the said *Francis Charles James Pemberton* deceased, or as near thereto as the Deaths of Parties and other Circumstances will admit of.

Interim Investment in Exchequer Bills.

VI. That all Monies which, pursuant to the Directions hereinbefore contained, shall be paid into the Bank of *England* as aforesaid to the Two several Accounts aforesaid respectively, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until the same Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, 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 Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they respectively shall be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Orders, or Special Orders, if necessary, that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in exchange for those which are so in the course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for some or One of the Purposes aforesaid.

Power to grant Building Leases.

VII. That it shall be lawful for the said Trustees or Trustee, during the Continuance of the Trust for Payment of Debts, at their or his Discretion, and afterwards during the Life of the said *Frances Maria Sophia Campbell*, with her Consent in Writing, and afterwards during the Life of any Person to whom, as Tenant for Life under the
Trusts

Pemberton's Estate Act, 1853.

Trusts or Limitations of the said Will of the said *Francis Charles James Pemberton* deceased, the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall for the Time being be payable, with the Consent in Writing of such Person if he shall be of full Age, and during the Minority of any Person to whom, as Tenant for Life under the Trusts or Limitations of the same Will, the Rents and Profits of the Hereditaments proposed to be leased under the Power intended to be conferred by this present Clause or Enactment shall or, if he were of full Age, would for the Time being be payable, or who shall for the Time being be entitled to the same Hereditaments, as Tenant in Tail Male by Purchase, at the Discretion of the said Trustees or Trustee, to demise or lease all or any Part or Parts of the Hereditaments comprised or mentioned in the Second and Third Parts respectively of the Second Schedule to this Act annexed, with the Buildings and Improvements (if any) upon or to the same, and the Appurtenances, to any Person or Persons whomsoever who shall be willing to erect or build any Messuage or Messuages or the Building or Buildings on the said Hereditaments, or any Part thereof, or who shall be willing to rebuild or repair any Messuage or other Building or Buildings for the Time being on the said Hereditaments or any Part thereof, or who in the Manner to be specified by the Lease or respective Leases to be granted thereof, or in any Contract or Contracts for such Lease or Leases, shall be willing to improve the said Hereditaments, or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex any Part or Parts of the said Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Hereditaments, or any Part thereof, or on any adjoining Land, or otherwise to improve the said Premises for any Term or Number of Years not exceeding Ninety-nine Years in possession, and with or without any Easements or Privileges for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in such Lease or Leases, or any Part or Parts thereof, as and for the Site of any Markets, Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make in or under any of the said Hereditaments which may be so set out and allotted for Markets, Streets, Squares, Roads, Ways, Avenues, or Passages, or any adjoining

[*Private.*]

Pemberton's Estate Act, 1853.

Lands or Grounds comprised in the said Second and Third Parts respectively of the Second Schedule to this Act, Arches, Cellars, or other Easements or Conveniences to any Houses or Buildings; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to dig, take, and carry away in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such Lease or respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Rebuildings, Repairs, or Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Land or Ground in such Lease or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable, or are usual in Leases of a similar Description, so as there be reserved in every such Demise, Lease, or Grant (except in Cases herein-after otherwise provided for) the best and most improved yearly Rent or Rents that (due Consideration and Regard being had to any Contract or Contracts relating to the Hereditaments to be demised or leased and the Stipulations contained therein) can be reasonably had or gotten, or ought to be reserved or made payable, for the same, such Rent to be reserved or made payable quarterly, free from all Deductions whatsoever, (except the Income or Property Tax, the Land Tax, Sewers Rates, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except), and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs and Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish within a Time to be specified for that Purpose, and keep in repair, any Messuage or Building, Messuages or Buildings, then about to be built, or in progress, or to rebuild or repair, within a
Time

Pemberton's Estate Act, 1853.

Time to be specified for that Purpose, and keep in repair any Messuage or Building, Messuages or Buildings erected and built, or intended and agreed to be rebuilt or repaired, or otherwise to improve, within a Time to be specified for that Purpose, the Premises comprised therein in every Case in which such Covenant may be applicable, and as each Case may require; and so as in every such Demise or Lease there be contained a Covenant on the Part of the Lessee or Lessees for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises (except such as it may be thought fit to except), and also a Covenant to keep the Buildings erected and built or to be erected and built, or repaired or improved, on the Premises to be comprised in such Lease, insured from Damage by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums as shall be necessary, in substantially rebuilding repairing, or reinstating the Buildings which shall be destroyed or damaged by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built, or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End or sooner Determination of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions restrictive of Rights of any Lessee or Lessees,

Pemberton's Estate Act, 1853.

Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants, of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Stipulations, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power; nevertheless the respective Lessees shall execute Counterparts of their respective Leases: Provided always, that the First Payment of the Rent to be reserved in any Demise or Lease made under this present Power of any Part of the said Hereditaments comprised in the Second and Third Parts respectively of the Second Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Demise or Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and shall be expressed in such Demise or Lease, regard being had to the Progress of the Buildings or Repairs agreed to be built or done, or of the Improvements agreed to be made.

Power to
enter into
Contracts
for Building
Leases.

VIII. That it shall be lawful for the said Trustees or Trustee, with such Consent (if any) as is herein-before required, upon the Execution of the Power to demise or lease for Building Purposes herein-before contained, or otherwise at their or his Discretion, to enter into any Contract or Contracts for granting upon the Terms of the said Power, so far as the same may be applicable and the Case will admit, a Lease or Leases of all or any Part or Parts of the Hereditaments thereby authorized to be leased, with the Buildings which shall be standing thereon, and to agree when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract or Contracts, to demise or lease the Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any), or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other substantial Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper; but so nevertheless that no such Portion be of less Amount than Forty Shillings *per Annum*, and that the total Amount of Rent reserved by such
Leases

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Leases shall not be less than the total Rent reserved by the Contract, and so that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same appointed Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use, and, if the said Trustees or Trustee shall think the same expedient, to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract, the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable, in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Case be provided for, but so nevertheless that no Part or Parts of the said Hereditaments shall ever be liable to a Rent of less than Forty Shillings *per Annum*.

IX. Provided always, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Hereditaments therein comprised, and thereby agreed to be let, and which shall not have been actually demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved, in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into effect by a Lease or Leases to be made or granted in pursuance of the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

X. That it shall be lawful for the said Trustees or Trustee, with such Consent (if any) as is herein-before required, upon the Execution of the Power to demise or lease for Building Purposes herein-before contained, or otherwise at their or his Discretion, to enter into any new Contract with any Person or Persons with whom any Contract or Contracts shall have been already entered into by the said Trustees or Trustee by way of Addition to, or in Explanation or Alteration

Power to release, alter, or renew Contracts.

[*Private.*]

Pemberton's Estate Act, 1853.

of, all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts contained, or to release any of the Persons with whom any such Contract shall have been so entered into, and his, her, or their Executors, Administrators, and Assigns respectively, of and from the Observance of all or any Part of the same Contract, and if thought expedient to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, his, her, or their Executors, Administrators, or Assigns, in lieu of the Contract, or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any of the Hereditaments comprised in any such Contract, and the Hereditaments so surrendered, or any Part thereof, may be contracted to be leased, and afterwards leased under the Powers and Provisions herein contained, in the same or the like Manner as if no Contract for leasing the same had been previously entered into.

New Con-
tracts to be
consistent
with this
Act.

XI. Provided always, That every such new Contract to be entered into as aforesaid, and every Addition, Explanation, and Alteration made thereby, and all such new Covenants, Agreements, or Stipulations as aforesaid, shall be consistent with the Provisions and Restrictions herein contained as to Contracts hereby authorized to be so entered into.

Variations in
Terms be-
tween Leases
and Con-
tracts not to
be material,
and Con-
tracts not to
form Part of
Title.

XII. That no Lease granted or purporting to be granted by virtue of this Act shall be invalid by reason of any Variation between any such Lease and any prior Contract for a Lease which may have preceded the granting of such Lease, but every such Lease shall be valid and effectual, notwithstanding such Variation; and no Person taking such Lease, or claiming under such Lease, shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any Person be in any Manner affected by anything contained in any such Contract; and the Contract or Contracts which shall have preceded such Lease shall not at Law or in Equity form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, or of his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract; provided that such Lease be not inconsistent or at variance with the Provisions and Restrictions herein contained with respect to Leases hereby authorized to be granted.

Receipts for
Counter-
parts en-
dorsed on
Leases to be
Evidence.

XIII. That a Receipt in Writing under the Hands of the said Trustees or Trustee endorsed upon any Lease to be granted under the Powers of this Act, acknowledging that they or he have or has received such Counterpart of the said Lease as is hereby required to be

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be executed, shall, in favour of the Lessee and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

XIV. That in order to facilitate the Proof of the Performance of the Covenants and Agreements contained in any Contract or Agreement as aforesaid, or in any Lease granted or to be granted pursuant to such Contracts and Agreements, or in execution of any Power contained in this Act, the Certificate in Writing of the Performance of any Covenant or Agreement contained in any such Contract or Lease as aforesaid, signed by the said Trustees or Trustee, shall be Evidence of the due Performance of such Covenants and Agreements to the Extent and in manner in such Certificate set forth.

Certificate of Performance of Covenants to be Evidence.

XV. That it shall be lawful for the said Trustees or Trustee to accept or authorize a Surrender or Surrenders of all or any of the Hereditaments comprised in any Lease or Leases respectively which may be granted under this Act, and upon any such Surrender, by any Indenture or Indentures, pursuant to the Powers and subject to the Restrictions herein-before contained, to demise the Hereditaments so to be surrendered, or any Part thereof, either together or in Parcels, and either alone or together with any other Part of the Hereditaments which are hereby authorized to be leased as aforesaid, for any Term of Years in possession not exceeding the then unexpired Term of the surrendered Lease, with Liberty, in case such surrendered Lease shall have been granted under the Power of leasing for Ninety-nine Years herein-before contained, to reserve the Rent originally reserved by the surrendered Lease upon some specific Portion of the Premises, whether as an entire Rent or as an apportioned Rent or Rents issuing out of separate Parcels, but so nevertheless that no Rent or apportioned Rent be of less Amount than Forty Shillings *per Annum*, nor exceed One Sixth Part of the clear yearly Rackrent Value of the Hereditaments out of which the same shall be reserved and made payable; and in case the whole of the Rent originally reserved in and by the surrendered Lease shall be reserved in respect of a Part or Parts only of the Hereditaments which shall have been comprised in the surrendered Lease, to demise or lease the Residue thereof, together or in separate Parcels, at any yearly Rent not less in Amount than Forty Shillings *per Annum*; and when and as any new Lease or Leases shall be granted of any Part or Parts of the Lands or Buildings comprised in any surrendered Lease, the Lease so surrendered shall form no Part of the Title at Law or in Equity to the Lease or Leases which may be granted under the Power for that Purpose lastly herein-before contained; and a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters made by the said Trustees

Power to accept Surrenders, and re-demise the Lands so surrendered.

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Trustees or Trustee, that the entire Rent mentioned in the surrendered Lease has been reserved in respect of some Portion of the surrendered Property, shall as regards any Lessee, and all Persons claiming under him, be sufficient Evidence that the entire Rent has been reserved.

Power to re-demise the Premises resumed under the Power of Re-entry.

XVI. That if the Possession of any Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the said Trustees or Trustee to grant Leases, or to enter into Contracts for granting Leases, and afterwards to grant Leases, of the same Premises under the Power and Authorities hereinbefore contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Power to make Leases on Surrender of existing Leases.

XVII. That it shall be lawful for the said Trustees or Trustee to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions hereinbefore contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act.

Power to confirm Leases which may be void or voidable by reason of any technical Error or Informality.

XVIII. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, be void or voidable, then and in every such Case it shall be lawful for the said Trustees or Trustee, if they or he shall think fit, to confirm such Lease, or to grant a new Lease of the Hereditaments therein comprised, pursuant to the Powers and subject to the Restrictions herein contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a Rent or Rents and other Reservations of a like Nature (if any) which shall not be less in Amount than the Rent or Rents and other Reservations of a like Nature (if any) reserved by such void or voidable Lease.

Provisoos for Re-entry to be apportionable.

XIX. Provided always, That no Building Lease or Contract to be made by virtue of any of the Provisoos hereinbefore contained shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the

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the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Entry to the Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract in which the Breach and Default in the Lessee's Covenants, in respect of which the Right of Entry shall be reserved, shall have occurred; and that notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable, and shall have Effect according to the Intentions of the Parties, as expressed in any such Lease or Contract accordingly; and no Under-lease or Under-leases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions herein-before contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry, for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in such Under-lease, or some Part thereof, and moreover that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in such Under-lease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Under-leases; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Under-lease as aforesaid in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Under-lease as aforesaid.

XX. Provided always, That it shall be lawful for the said Trustees or Trustee in any Lease to be granted under the Powers of this

[*Private.*]

Pemberton's Estate Act, 1853.

nant to in-
sure.

this Act to cause to be omitted the Covenant on the Part of the Lessee, herein-before directed to be inserted, for keeping the Houses and Buildings comprised in such Lease, or to be erected and built on the Hereditaments therein comprised, insured from Loss or Damage by Fire to the Amount of Two Third Parts of the Costs or Value thereof, and in lieu of such Covenant to insert or cause to be inserted in any such Lease as aforesaid a Covenant on the Part of the said Trustees or Trustee to keep such Houses and Buildings insured from Loss or Damage by Fire, to the the Amount of Two Third Parts of the Cost or Value thereof, and to lay out the Money to be received by virtue of such Insurance in substantially rebuilding, repairing, or reinstating the Buildings which shall be destroyed or damaged by Fire, and to cause to be inserted in such Lease such Covenants, Stipulations, and Provisoos for securing to the said Trustees or Trustee the Repayment of the Sum or Sums of Money which shall be paid by them in effecting or continuing any such Insurance as the said Trustees or Trustee shall think fit.

Power to ap-
propriate
Land for
Streets,
Squares, &c.

XXI. That it shall be lawful for the said Trustees or Trustee, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the Hereditaments comprised in the Second and Third Parts respectively of the Second Schedule to this Act as and for the Site of any Streets, Squares, open Spaces, Roads, Ways, Avenues, Approaches, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Hereditaments comprised in the said Second and Third Parts respectively of the said Second Schedule, or for the general Improvement of the said Hereditaments respectively, and to make and construct any of such Roads, Ways, Avenues, Approaches, Passages, Sewers, and Drains with and out of any Funds or Monies for the Time being available in that Behalf, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers with respect to the several Easements and Conveniences so provided for and made and constructed as respectively aforesaid, or any of them, as to the said Trustees or Trustee shall seem reasonable.

Power to
enter into
Arrange-
ments with
Lessees for
lighting,
paving,
draining, &c.

XXII. That it shall be lawful for the said Trustees or Trustee at any Time or Times to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments comprised in the Second and Third Parts respectively of the Second Schedule to this Act, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or for the general Improvement, of the said Hereditaments or any of them,

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them, and the Roads, Streets, Ways, and Passages in and about the same respectively, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoos, Conditions, and Restrictions as shall be deemed proper; and in consequence of or for carrying into effect any such Arrangements or any intended or contemplated Arrangements for the Purposes aforesaid, or any of them, in any Lease or Leases of the said Hereditaments comprised in the said Second and Third Parts respectively of the said Second Schedule, or in any Contract or Contracts for such Leases to be respectively made and entered into by virtue of the Powers aforesaid, or any of them, to insert or cause to be inserted in such Lease or Leases, Contract or Contracts, to be respectively made and entered into by virtue of the Powers aforesaid, or any of them, such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoos, and Conditions, as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoos, and Conditions, as last aforesaid, or any of them.

XXIII. That it shall be lawful for the said Trustees or Trustee to enter into such Contract or Contracts in Writing, as they may deem expedient, with any Person who may be willing to purchase the Liberty or Privilege of digging and raising Gravel or Sand, or Earth, Loam, or Clay, suitable for making Bricks or Tiles, out of any Part of the said Hereditaments comprised in the said Second Schedule, for any Term not exceeding Twenty-one Years, and to grant to such Person, for such Considerations and upon such Terms as to the said Trustees or Trustee shall appear reasonable and proper, the Liberty or Privilege of digging and raising such Gravel, Sand, Earth, or Clay, and of selling and disposing of the same, for and during any such Term as aforesaid, together with all such Powers as may be requisite for carrying such Contract or Contracts into effect; provided that the Money, if any, to be received as the Consideration for the Purchase of any such Liberty or Privilege shall be held upon the like Trusts as if the same had arisen on a Sale under the Power of Sale in the Will of the said *Francis Charles James Pemberton*.

Power to
dispose of
Brick Earth,
&c.

XXIV. Provided always, That this Act shall not, nor shalla nything herein contained, be construed, deemed, or taken to revoke, repeal, suspend,

Power of
leasing, &c.
in Testator's

Pemberton's Estate Act, 1853.

Will not to be affected by this Act.

suspend, annul, prejudice, lessen, or affect the Power of leasing or any other Power or Powers contained in the said Will of the said *Francis Charles James Pemberton* deceased, except so far as the same Powers respectively may be affected by the Exercise of any of the Powers of this Act.

Power to Trustees to give Receipts, and providing for their Indemnity and Reimbursement.

XXV. That the Clauses and Provisions contained in the said Will of the said *Francis Charles James Pemberton* deceased, relative to Receipts given by the Trustees or Trustee thereof, and to the Indemnity and Reimbursement of such Trustees or Trustee, shall extend and apply to all Monies payable to the said Trustees or Trustee, and to all Matters and Things done by them or him under or in execution of the Trusts, Powers, and Provisions of this Act, in the same Manner to all Intents and Purposes as if such Trusts, Powers, and Provisions had been contained in the said Will.

Costs.

XXVI. That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think expedient or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses of preparing for and obtaining this Act, and of and incident to the carrying into execution of any of the Powers or Purposes of this Act, and of and incident to the Payment of any Money into the Bank in pursuance of this Act, and of making any Application to the said Court, in pursuance of this Act, or arising thereout or incidental thereto, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of any Monies coming to the Hands of the Trustees or Trustee for the Time being of the said Will by virtue of the Trusts thereof and the Powers herein contained, or any or either of them.

Power to mortgage for Costs, Charges, and Expenses when taxed and allowed by the Court of Chancery.

XXVII. That it shall be lawful for the said Trustees or Trustee, with such Consent (if any) as is herein-before required upon the Execution of the Power to demise or lease for Building Purposes herein-before contained, or otherwise at their or his Discretion, by any Deed or Deeds to limit or appoint any Part or Parts of the Hereditaments comprised in the Second Schedule to this Act annexed to any Person or Persons whomsoever for any Term or Number of Years, without Impeachment of Waste, for securing the Amount of such Costs, Charges, and Expenses aforesaid, or any Part thereof, when the same shall have been ascertained, taxed, and settled by the said Court of Chancery, and subject to a Proviso for the Cesser of such Term on Payment by the said Trustees or Trustee, or other the Person or Persons for the Time being entitled to the same Hereditaments under and by virtue of the said Will of the said *Francis Charles James*

Pemberton's Estate Act, 1853.

James Pemberton, deceased, for any Estate of Freehold or Inheritance of such Amount, together with Interest for the same from the Expiration of One Year from the passing of this Act, or from any subsequent Day, such Interest to be paid half-yearly; provided that the said Trustees or Trustee, or other the Person or Persons successively entitled under the said Will to the Rents and Profits of the Hereditaments to be comprised in any such Mortgage, shall keep down the Interest which shall accrue from Time to Time in respect of the Sum or Sums so to be secured as aforesaid, and such other Person or Persons successively shall be chargeable with such Interest during the Continuance of their respective Estates therein, and that no greater Arrear than for Six Months shall be recoverable against any Person who shall become entitled in remainder for Interest accrued during the Estate of any Person or Persons entitled to any preceding Estate or Interest in the Premises under the said Will of the said *Francis Charles James Pemberton*, deceased: Provided always, that all Arrears of such Interest not recoverable as last aforesaid shall be paid by the Executors or Administrators of the Person during the Continuance of whose Estate such Arrears shall have accrued out of his Estate and Effects.

XXVIII. That in order to provide for the Payment of any Principal Monies which shall be raised by way of Mortgage under the Power herein-before contained, the said Trustees or Trustee shall, from a Period commencing One Year after the passing of this Act, annually set apart and appropriate out of the Rents, Issues, Profits, and annual Produce of the Hereditaments comprised in the Second Schedule to this Act One Twentieth Part of the Amount of the Principal Sum or Sums so raised as aforesaid, and apply the same to the Reduction thereof, either by direct Payment to the Lender or other Party to whom the same shall be due, if he or they shall consent or be under an Engagement or otherwise bound to receive the same, or by the Creation of a Sinking Fund for that Purpose, and shall invest in the Names of the said Trustees or Trustee in the Parliamentary Funds of *Great Britain* the Amount so set apart and appropriated from Time to Time, and not applied as aforesaid, and also the Dividends arising from such Investments, by way of an accumulating Fund, until an Amount has been so accumulated sufficient to pay off the said Principal Monies, or so much thereof as shall remain unpaid when the said Appropriation and Accumulation shall cease; and at any Time, or from Time to Time when and as Occasion shall require or Opportunity may offer, the said Trustees or Trustee shall apply such Funds or any Part or Parts thereof in the Payment wholly or in part of the said Principal Monies.

Sinking
Fund to pay
off Mort-
gages for
Costs.

[Private.]

*Pemberton's Estate Act, 1853.*General
Saving.

XXIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and to their Heirs, Successors, Executors, and Administrators, (other than and except the said *Stanley Pemberton, John James Russell, John Pemberton Plumtre,* and *Henry Williams Hodgson,* as such Trustees of the said Will of the said *Francis Charles James Pemberton,* deceased, as aforesaid, and their Heirs, Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said Will, and the said *Frances Pemberton,* her Heirs, Executors, Administrators, and Assigns, and the said *Charles Edmund Keene,* his Heirs, Executors, Administrators, and Assigns, and the said *Augustus John Smith, Robert Algernon Smith,* and *Frances Mary Isabella Smith,* as such Executors as aforesaid, their Heirs, Executors, Administrators, and Assigns, and the said *Frances Maria Sophia Campbell,* her Heirs, Executors, Administrators, and Assigns, and the said *Francis Pemberton Campbell,* and the First and other Sons of the said *Francis Pemberton Campbell,* and the Heirs Male of their respective Bodies, and the said *Robert Huntly Campbell,* and the First and other Sons of the said *Robert Huntly Campbell,* and the Heirs Male of their respective Bodies, and the said *Patience Frances Sophia Campbell,* and the First and other Sons of the said *Patience Frances Sophia Campbell,* and the Heirs Male of their respective Bodies, and the Third and every other Son of the said *Frances Maria Sophia Campbell,* and the Heirs Male of their respective Bodies, and all and every the Daughter and Daughters of the said *Francis Pemberton Campbell,* and the Heirs of the Body and respective Bodies of such Daughter and Daughters, and all and every the Daughter and Daughters of the said *Robert Huntly Campbell,* and the Heirs of the Body and respective Bodies of such Daughter and Daughters, and all and every the Daughter and Daughters of the said *Patience Frances Sophia Campbell,* and the Heirs of the Body and respective Bodies of such Daughter and Daughters, and all and every the Daughter and Daughters of the said *Frances Maria Sophia Campbell,* and the Heirs of the Body and respective Bodies of such Daughter and Daughters, and the said *John Petty Muspratt, John James Russell, Christopher Robert Pemberton,* and *Henry Collingwood Blackett,* as such Trustees of the herein-before recited Indenture of the Seventh Day of *April* One thousand eight hundred and thirty-six as aforesaid, and their Heirs, Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the same Indenture, and all and every other the Persons and Person to or upon whom any Estate, Right, Title, or Interest at Law or in Equity, under or by virtue of the said Will of the said *Francis Charles James Pemberton,* deceased,

may

Pemberton's Estate Act, 1853.

may have been limited or devised or may have descended or devolved, and the right Heirs of the said *Francis Charles James Pemberton*, deceased,) all such Estate, Right, Title, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises as they, every or any of them, had before the passing of this Act, or would, could, or might have had in case this Act had not been passed.

XXX. That 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.

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

The FIRST SCHEDULE referred to by the foregoing Act.

List of Debts.	Principal Money.		
	£	s.	d.
The Reverend William Stockdale, secured by a Mortgage, dated 1st June 1833 -	12,000	0	0
The Reverend William Stockdale, secured by a Deed of further Charge, dated 20th November 1837, endorsed on the above Mortgage -	3,000	0	0
The Reverend William Stockdale, secured by a Mortgage, dated 10th May 1827	4,000	0	0
Dr. Haviland's Executors, secured by a Bond, dated 28th November 1844 -	2,000	0	0
Mrs. Frances Maria Sophia Campbell, secured by a Note of Hand, dated 8th July 1844	800	0	0
Mrs. Frances Maria Sophia Campbell. The £10,000 provided for her by the Settlement, dated the 18th June 1816, and the Will of her Father, Francis Charles James Pemberton, Esq., deceased, dated 11th September 1849 (both recited in the foregoing Act)	10,000	0	0
£	31,800	0	0

Pemberton's Estate Act, 1853.

The SECOND SCHEDULE.

PART THE FIRST.

IN CARMARTHENSHIRE.

In the Parish of Llanelly.

Tenants Names.	No. on Tithe Commuta- tion Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
		TYRSHONDAY.						
Howell, Mary	—	A Field or Close of Land called Waun-Shonday	3	3	27			
		A Field or Close of Land called Cae Shonday	2	3	39			
		A Wood called Shonday Wood	1	3	28			
		A Field or Close of Land called Cae Mainhir-issa	2	3	14			
		A Wood called Cae Maenher-issa Wood	1	0	30			
		A Field or Close of Land called Cae Maenhir-ucha	3	0	23			
		A Field or Close of Land called Cae'r-odin	2	1	28			
		A House and Gardens called Tyr Shonday	0	2	17			
		A Field or Close of Land called "The Croft"	0	1	34			
		A Field or Close of Land called Cae'r Cerrig-ucha	2	1	23			
		A Field or Close of Land called Cae'r Cerrig-issa.	2	2	20			
						24	2	3
		BRONDINNY.						
Thomas, Edward	858	A Field or Close of Land called Cae main-r-ithin	5	3	10			
	859	A Field or Close of Land called Cae main-ucha	3	1	4			
	860	A Field or Close of Land called Cae Cerrig-ucha	2	1	32			
	862	A Field or Close of Land called Cae Cerrig-issa	3	3	8			
	861	A Field or Close of Land called Cae Glàs	5	0	0			
	857	Two Fields or Closes of Land called respectively Cae-maincenol and Cae-mainbach	2	1	32			
	856	A Field or Close of Land called Pen-cae'ffynnon	1	2	6			
	854	A Field or Close of Land called Cae-ffynnon or Erw	6	1	30			
	853							

*Pemberton's Estate Act, 1853.**In the Parish of Llanelly.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Thomas, Edward	851	Houses, Gardens, and Yards called Brondinny	1	2	5			
	850	A Field or Close of Land called Coed-ca	3	1	27			
	847	A Field or Close of Land called Gwaun yr-ithin-ucha	6	2	10			
	848 } 849 }	A Field or Close of Land called Gwaun yr-ithin-issa	4	0	27			
	845	A Field or Close of Land called Waundanty	3	0	15			
	852	A Field or Close of Land called Cae-danty	4	2	20			
	844	A Field or Close of Land called Waun-y-Coed	3	3	0			
	843	A Field or Close of Land called Cae-du	4	0	10			
	841	A Field or Close of Land called Coed-issa	4	1	5			
	842 } 855 }	Allotment, under the Llanelly, &c., Enclosure Act	—			66	1	1
						5	3	35
						96	2	39

In the Parish of Llangennech.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
		GRAIG LLWYD.						
Rowland, Edward	10	A Field or Close of Land called Waun	3	2	5			
	9	A Field or Close of Land called Caenhadgy, and Wood	4	0	8			
	8	A Field or Close of Land called Cae-dan-Ty, and Wood	3	3	14			
	7	A Wood	1	1	18			
	6	A Field or Close of Land called Cae-wrthben-Ty	2	1	33			
	5	Houses, Gardens, and Yards called Graig-Llwyd	0	2	0			
	4	A Wood	2	0	22			
	3	A Field or Close of Land called Cae-cenol	2	0	26			
	2	A Field or Close of Land called Cae-hwnt	2	1	0			
	1	A Field or Close of Land called Graig	9	0	0			
341 } 656 }	Allotment on Llangennech Common and Marsh	—			31	1	6	
					0	3	24	
					32	0	30	

*Pemberton's Estate Act, 1853.**In the Parish of Llangendeirn.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
		CARRAWAY,						
Stone, Charles	66 } 68 }	A Field or Close of Land called Caemelin	6	0	34			
	67	A Field or Close of Land called Gorse	6	2	20			
	69	A Field or Close of Land called Caegwyn	6	2	0			
	70	A Field or Close of Land called Waunfain	4	0	8			
	71	A Field or Close of Land called Waunwil-	4	1	36			
	73	A Field or Close of Land called Waunganedfach	4	1	35			
	72	A House	0	1	13			
	74	A Field or Close of Land called Caerhenwal	4	1	22			
	75	A Field or Close of Land called Parkbedw-mawr	5	2	3			
	76	A Field or Close of Land called Parkbedw-bach	3	0	0			
	77	A Field or Close of Land called Waungorse	3	3	32			
	78	Houses, Gardens, and Yards called Carraway	0	2	10			
	79	A Field or Close of Land called Caebach	1	3	16			
	80	A Field or Close of Land called Cae Scybor	3	2	18			
	82	A Field or Close of Land called Waunfawr	5	2	15			
	83	A Field or Close of Land called Caerwern	5	2	6			
	84	A Field or Close of Land called Caercoed	3	1	21			
	85 } 86 }	A Field or Close of Land called Wauncaegwyn	11	1	3			
	87	A Field or Close of Land called Waunslip	7	2	34			
	88	A Field or Close of Land called Caeporkin	6	0	19			
89	A Field or Close of Land called Caermynyddbach	3	0	15				
90	A Field or Close of Land called Caemynydd mawr	5	0	0				
91	A Field or Close of Land called Gwttws-fain	5	2	3				
								108 3 3

In the Parishes of Llangendeirn and Pembrey.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
		DYFFRIN AUR.						
Thomas, David	18	A Field or Close of Land called Gwaun cwt-y-gerddi	4	3	34			
	17	A Wood called Wern	3	2	10			
	16 } 2005a }	A Field or Close of Land called Waun-y-wern	2	1	33			
	2005	A Field or Close of Land called Caemarch-mawr	3	2	4			

Pemberton's Estate Act, 1853.

In the Parishes of Llangendeirn and Pembrey.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Thomas, David	2008	A Field or Close of Land called Caemarch bach	1	2	10			
	15 } 2009 }	Houses, Gardens, &c. called Dyffrin aur	0	3	38			
	14 } 2009 }	A Field or Close of Land called Caebrwynog	1	0	18			
	212	A Field or Close of Land called Caemainucha	2	3	0			
	2007	A Field or Close of Land called Caemainissa	3	2	21			
	978	A Field or Close of Land called Caewillim	7	1	31			
	2013	A Field or Close of Land called Caecenol	4	0	33			
	2014	A Field or Close of Land called Cae Cendros	4	3	0			
	2015	A Field or Close of Land called Caellidiad-coch	3	1	20			
	2165	A Field or Close of Land called Werndraw	9	2	17			
	2166	A Field or Close of Land called Cae-coed	6	1	15			
	8 } 2170 }	A Field or Close of Land called Caebachgellyr-wydd	1	2	7			
	10	A Field or Close of Land called Caewaunfelin	1	2	28			
	9	A Field or Close of Land called Waunfelin	2	0	0			
	21 } 22 }	A Field or Close of Land, with the Wood thereon, called Waun Llwyni	11	2	0			
	2168	A Field or Close of Land called Caebach	1	2	0			
	2169	A Field or Close of Land called Caeddauhanner	1	3	19			
	2167	A Field or Close of Land called Cae waun llwyne	4	0	20			
	2011	A Field or Close of Land called Cae-du	4	0	0			
	13 } 2010 }	A Field or Close of Land called Wauncaedu	2	1	4			
	20	A Field or Close of Land called Waundraw	2	0	0			
	19	A Field or Close of Land called Waunfawr	5	3	28			
	GWAUN GUR DRE.							
Thomas, David	12 } 2001 }	A Field or Close of Land called Waunfachgwr dre	1	2	13			
	2004	A Field or Close of Land called Waunfawrgwr dre	2	0	16			
	2003	A Field or Close of Land called Cae waungwr dre	2	3	20			
	2002	A House, Garden, and Premises called Gwaungwr dre	0	2	30			
								98 2 30
								7 0 39
								105 3 29

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.			
			A.	R.	P.	A.	R.	P.	
		WERN.							
Erasmus, David	1192	A Field or Close of Land called Cae-main	2	3	0				
	1185	A Field or Close of Land called Cae'r Cwm	3	2	0				
	1378	A Piece, Close, or Spot of Land on the Roadside	0	3	7				
	1376	A Field or Close of Land called Wern-issa	4	3	21				
	1375	A Field or Close of Land called Wern-ucha	4	1	0				
	1377 } 1379 }	A Field or Close of Land called Gwaynydd-coch	3	3	0				
	1380	A Field or Close of Land called Caer-scybor	2	1	0				
	1382	Homestead, Farmyard, Outhouses, &c.	0	3	0				
	1384 } 1392 }	A Field or Close of Land called Cloydd	2	3	31				
	1393	A Field or Close of Land called Cae'r-ffynnon	6	2	16				
	1184	A Field or Close of Land called Caer Globwll	3	2	33				
	1166	A Field or Close of Land called Cefen-y-maes	4	2	36				
	1165 } 1394 }	Two small Fields or Closes of Land near Cappel Llandyrry	2	3	35				
							43	3	19
			BRYNHWTHAN.						
	Erasmus, William	1288	A Field or Close of Land called Caer Ffynnon	1	2	23			
		1284	A Field or Close of Land called Cae-cenol	1	3	36			
1281		A Field or Close of Land called Cae-newydd	1	1	30				
1282		A Field or Close of Land called Caebach-y-lloi	0	3	0				
1280		A Field or Close of Land called Park-y-berllan-ucha	2	0	12				
1279		A Field or Close of Land called Park-y-Berllan-issa	2	0	16				
1188		A Field or Close of Land called Parky-fagwr-fawr	3	1	22				
1187		A Field or Close of Land called Waun-arw	2	1	15				
1186		A Field or Close of Land called Waun-arw by the Road	2	2	20				
1189		A Field or Close of Land called Gwndwn gole-eithinog	5	2	0				
1277		A Field or Close of Land called Waun-eithinog	2	3	24				
1278		A Field or Close of Land called Park-y-Fagwr-fach	1	3	37				
1283		A Field or Close of Land called Cae-dan-r-Hendu	3	3	26				
1290		A Field or Close of Land called Parky-syddyn	5	0	10				
1276		A Field or Close of Land called Waun-dwmpathog	2	2	0				
1190		A Field or Close of Land called Cae'r Hendu-ucha	2	3	20				

[Private.]

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.	
			A. R. P.	A. R. P.	
Erasmus, William	1191	A Field or Close of Land called Caer Henwal-issa	2 3 18		
	1193	A Field or Close of Land called Gwndwn-gole-cyd-ucha	5 2 30		
	1201	A Field or Close of Land called Gwndwn-gole-cyd-issa	4 1 25		
	1195	A Field or Close of Land called Cae-main	3 0 14		
	1194	A Field or Close of Land called Gwndwn-gole-mawr	6 2 0		
	1289	A slang Piece or Close of Land called Little Croft	0 3 14		
	1285 } 1286 } 1287 }	Homestead, House, Outhouses, Gardens, Orchards, &c., called Bryn Hwthn	1 1 20		
					67 3 12
	GLANANT.				
	Erasmus, William, Erasmus, David, and Erasmus, Thomas.	1307	A Field or Close of Land called Park-y-ricket	4 0 16	
1295		A Field or Close of Land called Caebach	1 3 0		
1296		A Field or Close of Land called Waunllan-nant	3 0 0		
1292		A Field or Close of Land called Park-issa	4 1 16		
1293		A Field or Close of Land called Park-issa	0 3 34		
1291		A Field or Close of Land called Park-ucha	3 2 18		
1143		A Field or Close of Land called Kilonnen	3 2 6		
1142		A Field or Close of Land called Kilonnen	3 1 3		
1294		A Piece, Close, or Parcel of Land called Croft	1 0 10		
				25 2 23	
GWRATH.					
Griffiths, William	2611	A Field or Close of Land called Park-y-quarre	11 0 9		
	2615	A Field or Close of Land called Caeffynnonhalog	5 0 28		
	2662	A Field or Close of Land called Cae Penlan	3 3 16		
	2659	A Field or Close of Land called Erw Sats	1 3 5		
	2652	A Field or Close of Land called Tri Chifer	1 3 29		
	2620	A Field or Close of Land called a Slang, by Penygar	0 2 22		
	2622	A Field or Close of Land called a Slang, by Penygar	0 3 12		
	2623	A Field or Close of Land called Penygar	2 1 32		
	2619	A Field or Close of Land called Caedanlan	5 2 7		
	2618	A Field or Close of Land called Caefygyll	6 0 15		
	2617	A Field or Close of Land called Cae-mawr	6 3 14		
	2616	A Field or Close of Land called Cae-bach	1 0 37		
	2608 } 2609 }	Dwelling House, Farmyard, Outhouses, Garden, &c., called Gwrath	1 2 3		

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.	
			A. R. P.	A. R. P.	
Griffiths, William	2610	A Field or Close of Land called Cae-bach nessa'r Dimpeth	2 0 12		
	2579a } 2958 } 2581	A Field or Close of Land called Wayn- bentycob	1 2 25		
	2582	A Field or Close of Land called Gway- nyddbach	2 2 6		
	2607	A Field or Close of Land called Waynfawr	3 1 0		
	2606	A Field or Close of Land called Caenewydd	3 2 12		
	2605	A Field or Close of Land called Waynfach	0 3 34		
	2604	A Field or Close of Land called Coedygraig	0 3 21		
	2624	A Field or Close of Land called Tirygraig	2 1 18		
	2580	A Field or Close of Land called Y Graig	8 0 10		
	2663	A Field or Close of Land called Waungyd	2 2 14		
			A Field or Close of Land called Waunfach	0 2 26	
					77 0 7
	BWLCH BASSET.				
John, John	1320	A Field or Close of Land called Penycæ	2 2 0		
	1318	Houses, Gardens, and Yards called Bwlch Basset	0 1 21		
	1319	A Field or Close of Land called Caedantý	2 0 8		
	1318	A Field or Close of Land called Waunfach	0 2 5		
	1317	A Field or Close of Land called Fwdwr	1 0 1		
	1316	A Field or Close of Land called Caemawr	2 2 21		
	1315	A Field or Close of Land called Llether	1 2 23		
	1314	A Field or Close of Land called Waun	2 0 13		
				12 3 12	
KEIDRIM.					
Morgan, Thomas	1308	A Field or Close of Land called Cae'r- guelwbach	2 0 19		
	1312	A Field or Close of Land called Cae'r- gwelw	4 0 30		
	1313	A Field or Close of Land, with the Wood thereon, called Caemawr	8 3 34		
	1335	A Field or Close of Land called Coedyr- henwal	1 1 16		
	1331	A Field or Close of Land called Waun Arw	5 3 28		
	1334	A certain other Field or Close called Cae'r- hen-wal	2 1 19		
	2075	A Field or Close of Land called Caebach	2 3 15		
	1322	A Field or Close of Land called Cefn-ucha	4 2 30		
	1333	A Field or Close of Land called Cefn-cenol	4 2 31		
	1336	A Field or Close of Land called Cefn-issa	4 2 12		
	1336a	A Field or Close of Land called Graigfach	0 2 37		
	1344	A Field or Close of Land called Y Ddoi- good	2 0 15		
	1337	A Field or Close of Land called Cae'rffa	4 2 23		
	1338	A Field or Close of Land called Caer- bendro	4 0 25		
	1339	A Field or Close of Land called Waun- wrthy	4 1 22		

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commuta- tion Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Morgan, Thomas	1343	A Field or Close of Land, with the Wood thereon, called Keidrim Wood - - -	9	0	6	68	1	27
	1340	A House, with the Garden and Premises thereunto belonging, called Keidrim -	1	2	25			
TYCAM otherwise PINGED.								
Morris, Elizabeth	1072	Houses, Gardens, and Premises, called Tycwmmmin, Pinged otherwise Tycam -	0	1	6	8	0	27
	1073		0	2	4			
	1074	A Field or Close of Land called Croft -	0	0	36			
	1085	A Field or Close of Land called Grwn Cyfer Candrill - - - - -	0	2	6			
	1067	A Field or Close of Land called Pwll Waun-lêb - - - - -	1	3	36			
	1060	A Field or Close of Land called Cae'r Cefl Llwyd - - - - -	2	0	23			
	1059	A Field or Close of Land called Park Will Ash - - - - -	1	1	8			
	1058	A Field or Close of Land called Waunhallt	1	0	28			
	1026	A Piece or Close of Land called Parky Frood - - - - -	1	0	28			
Mason, Josiah, and Elkington, Thomas.	2697	Gardens, &c., called New Lodge; Garden and Field Part of Moreb - - -	1	1	25	50	2	17
	2773	A Field or Close of Land called Cwmfir- man-wr-d, Part of Llettyrfuchan -	49	0	32			
LLODROGMAWR.								
Rees, Messrs. -	1220	A Field or Close of Land called Bonew Vach - - - - -	1	2	21	31	1	20
	1221	A Field or Close of Land called Park- ucha - - - - -	3	0	6			
	1222	A Field or Close of Land called Cadanty	5	2	25			
	1121	A Field or Close of Land called Park- llofrog - - - - -	3	2	10			
	1222	A Field or Close of Land called Park- cornel - - - - -	1	3	5			
	1138	A Field or Close of Land called Parkissa -	4	1	35			
	1139	A Field or Close of Land called Cadanty -	5	1	26			
	1141	A Field or Close of Land called Croft -	2	1	34			
	1140	Houses, Gardens, Outlets, and Yard -	1	3	0			
	1131	A Moiety of a certain Field or Close of Land called Wayngyd - - - - -	0	2	13			
	1132	Part of a Field or Close of Land called Wayngyd - - - - -	1	0	5			
	LLODROGBACH.							
Rees, Messrs. -	1156	A Field or Close of Land called Erw -	3	2	32	1	3	36
	1255	A Field or Close of Land called Tri Chyfer	1	3	36			

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.			
			A.	R.	P.	A.	R.	P.	
Rees, Messrs.	1254a	A Field or Close of Land called another Part of ditto	0	2	4				
	1254	A Field or Close of Land called Caergawnen	3	3	5				
	1226	A Field or Close of Land called Parky Bontbren	1	1	0				
	1225	A Field or Close of Land called Parky Bontbren	1	2	12				
	1104	A Field or Close of Land called Park Willy-mawr	3	2	12				
	1114	A Field or Close of Land called Park Willy-bach	0	3	12				
	1115	A Field or Close of Land called Park Willy-cenol	1	1	32				
	1117 } 1118 } 1119 }	Dwelling House, Homestead, Outhouses, Yards, Gardens, &c.	0	1	4				
	1127		A Field or Close of Land called Part of Waynfach	0	2	30			
	1128		A Field or Close of Land called Waunypale	3	0	0			
	1129	A Field or Close of Land called Waundwmpath	0	3	7				
	1130	A Field or Close of Land called Waynhallt	2	1	11				
	1130	A Cottage, Garden, and Premises	0	0	29				
						25	3	23	
	TYGWYN.								
	Rees, John	1077	A Field or Close of Land called Parktygwym	2	2	5			
		1070	A Field or Close of Land called Parktygwyn	2	0	34			
1076		A Close of Land called Arddissa	0	1	10				
1071		A Field or Close of Land called Tygwynbach	0	3	12				
1069		A Field or Close of Land called Llainedelin	0	3	38				
1087		A Field or Close of Land called Field by John Llwyd	1	0	6				
1091		A Field or Close of Land called Tyr-ucha	1	1	26				
1066		A Moiety of a Field or Close of Land called Petchin-dau-hanner	0	0	8½				
1061		A Slang of Ground called y-Rhandir	0	3	10				
1062		A Field or Close of Land called Gwaun-yffynnon	0	1	35				
1063		A Spot of Ground on Maesydd	0	1	2				
1065		A Field or Close of Land called Waunmaesydd-issa	1	0	18				
1045		A Field or Close of Land called Park Hendre-issa	4	1	25				
1043		A Field or Close of Land called Rhandirpenhendre	0	2	23				
1042		A Field or Close of Land called Penhendre-ucha	1	1	34				
1041		A Slang of Land called Rhandir Llathide	0	1	23				
1051		A Slang of Land in Cwt Lladwr	0	2	38				
1052 } 1053 }	Three Parcels of Land in Park-wrth-Tymawr	2	1	25					

[Private.]

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.			
			A.	R.	P.	A.	R.	P.	
Rees, John	1054	A Slang of Ground in Cae Scybor	0	0	31				
	1049	A Field or Close of Land called Gardde-							
	1050	bach	5	0	36				
	1055	A House and Garden called Park Penhill							
		House	1	1	31				
	1056	A Field or Close of Land called Petchin-							
		bach	0	1	20				
	225a	A Field or Close of Land called Hanefwar	7	0	5				
	947	A Field or Close of Land called near							
		Draining Erw Ucha	1	1	3				
1075	House, Gardens, and Yards, called Tygwyn	0	1	7					
946	A Field or Close of Land called Erw								
	Rhydyn-en	1	3	32					
1048	A Field or Close of Land called Biarthe	1	3	11					
					41	2	28½		
Richards, J., Thomas Ed- wards, and Wil- liam Griffiths.	917	Three Cottages and Gardens, Parts of							
		Brynucha, formerly Parts of Ty-issa				1	2	12	
SYTHYNYCOED.									
Thomas, David	1196	A Field or Close of Land called Park-lloi	3	2	12				
	1197	A certain Field or Close of Land called							
		Park-y-derwen-goch-ucha	3	3	0				
	1258	A Field or Close of Land called Parky-							
		derwen-goch-issa	2	2	0				
	1219	A Field or Close of Land called Panty-gâr	5	0	0				
	1218	A Field or Close of Land called Parky-							
		gar-fach	2	0	16				
	1217	A Field or Close of Land called Cilonnen-							
		1216	A Field or Close of Land called Parky-	1	2	8			
		gwartheg	3	2	16				
	1198	A Field or Close of Land called Waun-							
		fawr	8	2	8				
	1211	A Field or Close of Land called Waun-							
		fach-ucha	1	2	38				
	1212	A Field or Close of Land called Waun-							
		fach-genol	2	1	0				
	1213	A Field or Close of Land called Waun-							
		fach-issa	1	3	0				
	1215	A Field or Close of Land called Parky-							
	barriwns, with the House, Garden, and								
	Premises thereon, called Syddin-y-								
	Coed	1	3	26					
1214	A Field or Close of Land called Parky-								
	sais	2	0	0					
1208	A Field or Close of Land called Park-								
	twm-pathog	2	1	5					
1210	A Wood	2	1	8					
1209	A Field or Close of Land called Park-llwyn-								
	vadog	1	3	10	46	2	27		
LLETYRFECHAN.									
Ungoed, Margaret	2772	A Field or Close of Land, Cot, and Gar-							
		den, called Waundimpath	5	3	10				

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commuta- tion Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.
			A. R. P.	A. R. P.
Ungoed, Margaret	2771	A Field or Close of Land called Cae'r-dimpath bella	7 1 24	
	2770	A Field or Close of Land called Cae'r-dimpath-genol	9 3 3	
	2769	A Field or Close of Land called Cae'r-dimpath-ucha	10 0 0	
	2768	A Field or Close of Land called Cae-bach-ucha	4 0 14	
	2766	A Field or Close of Land called Cae-bach-issa	4 1 36	
	2767	A Field or Close of Land called Parkyr-high-grass	9 2 36	
	2764	A Field or Close of Land called Park-cerrig	10 1 19	
	2765	A Field or Close of Land called Park-fetches	8 0 35	
	2762	A Field or Close of Land called Cae'r-glo-mawr	9 0 0	
	2763	A Field or Close of Land called Cae'r-glo-bach	2 1 20	
	2688	Houses, Gardens, Yards, &c., called Llettyr-fuchan	1 2 20	
	2687	A Field or Close of Land called Park-Lloi	2 1 23	
	2692	A Field or Close of Land called Park-Cefnmaes	5 3 16	
	2689	A Field or Close of Land called Waundanty	5 1 5	
	2690	A Field or Close of Land called Waungenol	4 1 29	
	2691	A Wood called Cwmivor Wood	1 3 8	
	2752 } 2750 }	A Field or Close of Land called Cwmivor-	3 2 4	
	2753	A Field or Close of Land called Car-dwrr-	4 1 27	
	2754	A Field or Close of Land called Carcefn-gole	4 2 10	
	2758	A Cot and Gardens called Cefu-gole	0 2 9	
	2755	A Field or Close of Land called Graig Surwydd	0 3 0	
	2759	A Field or Close of Land called Caerffynnon	5 1 0	
	2761	A Field or Close of Land called Caer-lan	4 2 23	
	2760	A Field or Close of Land called Caewar-coed	5 2 13	
	2757	A Field or Close of Land called Cae-surwydd-ucha	6 1 10	
	2755	A Field or Close of Land called Cae-surwydd-genol	4 1 24	
	2756	A Field or Close of Land called Cae-surwydd-issa	3 0 13	
Wedge, John	2746	A Field or Close of Land called Cae-cefnymaes-ucha	2 1 0	145 2 31
	2746 a	A Field or Close of Land called Cae-cefnymae-sissa	1 1 31	
	2751	A Field or Close of Land called Cwmivor-	0 2 25	
				4 1 16
				727 0 24½

Pemberton's Estate Act, 1853.

PART THE SECOND.

In the Parish of Pembrey.

Tenants' Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Ashburnham, Lord	447 a	A Piece or Close of Land called Rhandyr Cae'-ucha'r Cwrt, held with Kilwen Farm	—			0	3	5
KILWEN.								
Davies, Alexander, and others.	694	A Field or Close of Land called Kilwen-fach	0	3	0			
	693	A Field or Close of Land called Lline	0	2	33			
	696	A Field or Close of Land called Cae-tri-chornel	1	3	31			
	691	A Slang or Close of Land called Slang-in-Lline	0	0	38			
	690	A Slang or Close of Land called "a Slang in Lord Ashburnham's"	0	1	9			
	688	A Field or Close of Land called Kilwenfawr	4	1	30			
	687	A Field or Close of Land called Waun-fach	0	3	0			
	683	A Field or Close of Land called Caebach	1	1	3			
	684	A Field or Close of Land called Llain-lly-wannen	0	1	20			
	685	A Slang or Close of Land and Farmhouse	1	1	5			
	686	A Slang or Close of Land called Lathed-fain	0	2	18			
	682	A Field or Close of Land called Curt-yet	0	3	0			
	328 a	A Slang or Close of Land called Crab-curtmawr	0	3	5			
	329 a	A Piece or Close of Land called Rhandyr Allt-y-Brokill	0	3	24			
	339 a	A Piece or Close of Land called Rhandyr-y-Baronet	2	0	2			
	447 a	A Piece or Close of Land called Rhandyr Cae Ucha'r Curt	0	3	5			
	356 a	A Piece or Close of Land called Rhandyr-dan-y-Curt	0	3	24			
Davies, Rees	923	A Cottage and Garden called Smith's Forge, Part of Tyissa	—			18	3	7
						1	0	0
ACHDDU ISSA AND PEMBERTON ARMS.								
Isaac, Evan	—	A Field or Close of Land called Rhandir Will Roger	0	2	18			
	721	A Field or Close of Land called Cae-penissa Achddu	1	1	0			
	2863	A Field or Close of Land called Rhandir Penyb-yarth	1	1	7			
	886	A Field or Close of Land called Llain-penygar	1	0	32			

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commuta- tion Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Isaac, Evan		A Moiety of a Field or Close of Land called Waunfawr	0	1	25			
		A Field or Close of Land called Wayn- gron	0	3	21			
	855	A Field or Close of Land called Waun- dandyharry	0	3	30			
	839	A Field or Close of Land called a Slang in Fagell	0	2	0			
	789	A Field or Close of Land callen Caepen- groes	1	2	14			
	745	A Field or Close of Land called Caepe- dwarcyfer	1	1	0			
	746	A Field or Close of Land called Part of Caepedwarcyfer	1	0	11			
	748	A Field or Close of Land called Cyfer- main	0	3	32			
	927	A Field or Close of Land called Brynbach	1	1	0			
	920	A Field or Close of Land called Cae'r winches	2	1	10			
	922	A Field or Close of Land called Tyryr- heol, and Gardens	0	2	26			
	830 a	A Field or Close of Land, Houses, &c. called Llodrogbach, and Two Gardens	0	1	23			
	747.	A Field called Caer Helig	2	0	33			
						18	3	12
John David and others.	778 }	Cottage and Gardens called the School- house	—			0	1	38
	781 }		—			0	1	0
Morgan, Evan, Anne Roberts, and Evan Isaac.	832	A Field, Piece, or Close of Land, Part of Parkyberllan, formerly Part of the Farm called Ty-issa	—			0	1	0
	833	A Field, Piece, Parcel, or Close of Land, Part of Park-wrth-Ty, formerly Part of the Farm Ty-issa	—			0	3	0
Morgans, Morgan	833	A Field, Piece, Parcel, or Close of Land, another Part of Park-wrth-Ty, formerly Part of the Farm Ty-issa	0	0	28			
	840.	A Field or Close of Land, Part of Fagell, formerly Part of the Farm Ty-issa	0	1	0			0 1 28
ACHDDU ISSA.								
Rogers, John	766	A Field or Close of Land called Llain- penrheol	1	1	8			
	759 }	A Field or Close of Land called Park- clynmawr	2 3 20					
	785 }		1 3 15					
	784	A Field or Close of Land called Park- clynbach	1	3	15			
	777	A Field or Close of Land called Park- rieket	1	2	18			
	779	A Field or Close of Land called Caebach	0	2	19			
	774	A Field or Close of Land called Waunissa	1	1	3			
	775	A Field or Close of Land called Waunucha	1	1	0			
776	Houses, Gardens, and Yards called Ach-duissa	0	2	30				

[Private.]

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Rogers, John -	771	A Field or Close of Land called Caer-erw	2	3	0			
	770	A Field or Close of Land called Park-glas-y-ffynon	1	3	25			
	768	A Field or Close of Land called Lline Penymaes	1	0	21			
	704	A Field or Close of Land called Rhandir-y-Bilwg	0	3	15			
	704	Fields or Closes of Land called Cae Bwttwn and Caergors	2	0	0			
	797	A Field or Close of Land called Rhandir Penline	0	3	30			
	797	A Field or Close of Land called Tyrcherrig	1	0	10			
	849	A Field or Close of Land called Rhandir-dany-clawdd	0	2	6			
						22	2	20
Rogers, Thomas -	831	A Cottage and Garden	0	0	18			
	831	A Garden	0	1	0			
		TY ISSA.				0	1	18
Williams, Benjamin, and others	826	House, Homestead, Farmyard, Outhouses, Garden, &c. called Ty-issa	1	0	15			
	832	A Field or Close of Land called Park-berllan	0	3	20			
	836	A Field or Close of Land called Park-wrthty	0	3	0			
	828	House, Garden, and Orchard	0	1	4			
	836	A Field or Close of Land called Brynbach	1	3	0			
	840	A Field or Close of Land called Fagell	0	1	0			
	851	A Field or Close of Land called Gwayndanclawdd	0	2	32			
	841	Two Slangs or Closes of Land called Wayn Wylod	1	1	12			
	841a							
	841c							
	925	A Field or Close of Land called Brynmawr	3	1	25			
	917	A Field or Close of Land called Brynycha	1	1	0			
	794	A Field or Close of Land called Bryn Doctor	1	2	8			
	739	A Field or Close of Land called Wern Willim	2	0	38			
	733	A Field or Close of Land called a Slang on Roadside	0	0	16			
	732	A Field or Close of Land called Park-penissa-Achddu	2	2	4			
	722	A Field or Close of Land called a Slang	0	2	17			
	726	A Field or Close of Land called Waunwenfach	0	1	12			
	700a	A Field or Close of Land called Waun-gorse	2	0	0			
	701							
	701a							
	719	A Field or Close of Land called Park Gorse	1	2	24			
854	A Field or Close of Land called Part of Waunfawr	0	1	29				
881	A Field or Close of Land called Rhandir Heol	0	3	29				

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			A.	R.	P.	A.	R.	P.
Williams, Benjamin, and others.	896	A Field or Close of Land called Penygare-	0	0	34			
	996	A Field or Close of Land called Two						
	989	Slangs near Drainog - - - - -	1	1	22			
	703a	A Field or Close of Land called a Slang						
	879	near Rhandir Heol - - - - -	0	1	12			
		A Field or Close of Land called a Slang	0	1	30			
		by Dyfatty River - - - - -				26	1	23
Evans, Evan; Evans, James; and Badger, John.	829	Three Cottages and Gardens on the Farm						
		and Lands of Ty-issa Farm - - - - -				0	2	3
Morse, John, and others.	831	A Field or Close of Land called Scybo						
		fach - - - - -				0	0	25
VANN.								
Williams, William, and his Under- tenants.	906	A Field or Close of Land called Graigfawr	12	1	13			
	907	A Field or Close of Land called Park						
		William Shôn - - - - -	6	3	22			
	905	A Field or Close of Land called Park Moch	3	1	0			
	904	Houses and Gardens - - - - -	0	3	24			
	902	A Field or Close of Land called Peny Vann	3	2	17			
	900	A Field or Close of Land called Pantyd-						
		dau-allt-ucha - - - - -	2	1	17			
	901	A Field or Close of Land called Pantyd-						
		dau-allt-issa - - - - -	1	1	32			
	894	A Field or Close of Land called Llain-						
		peny-gar - - - - -	1	0	5			
	892	A Field or Close of Land called Llain-y-						
		Castell - - - - -	0	1	37			
	921	A Field or Close of Land called Erw -	1	3	0			
911	A Field or Close of Land called Cae wirh							
	peny felin - - - - -	4	0	0				
910	A Field or Close of Land called Cae-dany-							
	vann - - - - -	4	0	32				
903	A Field or Close of Land called Rhandir -	0	3	5				
908	A Field or Close of Land called Tyr-y-cridd	1	0	30				
914	Cottage and Garden - - - - -	0	0	32				
					44	1	26	
Richard, Thomas, and others.	914a	Cottage, Garden, and Mill - - - - -	0	2	5			
	842	Dolle, &c. - - - - -	2	1	12			
	844					2	3	17
PANTACHDDU.								
Williams, William, and others.	931	Houses, Gardens, &c. - - - - -	1	1	18			
	932	A Field or Close of Land called Park-						
		wrth-y-ty - - - - -	2	3	9			
	743	Fields or Closes of Land called Gwaun						
		helig and Cae Newydd - - - - -	4	0	25			
	742	A Field or Close of Land called Cae-bach-						
		nessa - - - - -	0	3	0			
	740	A Field or Close of Land called Cae-bach-						
	pella - - - - -	2	0	0				
735	A Field or Close of Land called Waun-arw	1	1	24				
729	A Field or Close of Land called Waun							
	Wen - - - - -	0	2	22				

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.			
			A.	R.	P.	A.	R.	P.	
Williams, William, and others.	725	A Field or Close of Land called Rhandir Wainwen	0	2	30				
	717	A Field or Close of Land called Cae-gorse	1	0	8				
	787	A Field or Close of Land called Park Llyn	2	3	0				
	749	A Field or Close of Land called Cae-bachdraw	0	2	30				
	801	A Field or Close of Land called Yddwyberth	2	1	22				
							20	2	28
MOREB.									
Williams, William	2635	A Field or Close of Land called Cae Shaggog	3	1	2				
	2634	A Garden called Arddffynon Geilog	0	2	12				
	2646	A Field or Close of Land called Cæffynon Geilog	1	3	17				
	2644	Gardens	0	3	28				
	2640	A Field or Close of Land called Cae-morebfach	5	3	3				
	2639	A Field or Close of Land called Waun Ffynnongeilog	4	1	26				
	2639a	A Field or Close of Land cyllled Caescer	4	2	16				
	2672	A Field or Close of Land called Waunfach	0	3	20				
	2641	A Field or Close of Land called Cae Cerrig	3	0	11				
	2671	Houses, Gardens, and Outlets	1	1	25				
	2658	A Field or Close of Land called Maenllwydi	3	0	4				
	2668	A Field or Close of Land called Graigenol	3	3	5				
	2667	A Field or Close of Land called Pantyceynen	3	0	0				
	2677	A Slang or Close of Land	0	2	3				
	2676	A Field or Close of Land called Graig	4	2	0				
	2669	A Field or Close of Land called Penyfron	4	1	8				
	2670	A Field or Close of Land called Caemawr	4	1	31				
	2673	A Field or Close of Land called Caeglas	3	0	0				
	2674	A Field or Close of Land called Rhandir	4	0	25				
	2675	A Field or Close of Land called Pant Moreb	5	3	3				
	2696	A Field or Close of Land called Cae Nichol	4	3	21				
	2694	Four Spots of Ground above New Lodge	4	1	5				
	2693	A Field or Close of Land called Tyrbandlog	4	2	9				
	2706	A Field or Close of Land called Tircadno-ucha	1	3	10				
	2705	A Field or Close of Land called Tyrcadno-issa	3	0	4				
	2697	A Field or Close of Land called Rhwenddu	3	2	0				
2698	A Field or Close of Land called Field-cross-the-road	2	2	28					
2700	Spots of Ground Part of Moreb	3	1	20					
2702	A Field or Close of Land called Parkissa	4	0	34					
2701	A Field or Close of Land called Waunhallt	2	0	7					
2663	A Spot of Ground in Gwrath	0	2	27					

*Pemberton's Estate Act, 1853.**In the Parish of Pembrey.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.		
			A.	R.	P.	A.	R.	P.
Williams, William	2660	A Field or Close of Land called Tiroch -	1	1	0			
	2654	A Field or Close of Land called Byrdir -	2	1	6			
		A Piece of Marsh Land called Moreb Marsh	102	3	10			
			118	0	3			
						220	3	13
Mason, Josiah, and Elkington, Thomas.	2699	Cottages and Gardens - - -	—			1	1	8
Williams, William	2738	A Field or Close of Land called Park-lan-saint - - -	2	3	22			
	2677	A Piece or Parcel of Land called The Twenty Kivers - - -	1	1	23			
						4	1	5
Williams, William, Wedge, John, and Griffiths, William.	2653	A Field or Close of Land called Erwfawr -	3	0	4			
	2661	A Field or Close of Land called Erwfach -	0	3	8			
	2665	A Piece or Parcel of Land called Part of Cae David William Issa - - -	2	1	31			
	2659	A Field or Close of Land - - -	2	1	14			
	2677	A Field or Close of Land - - -	1	1	23			
						10	0	0
William Rees -	2547	A Slang or Close of Land called Rhandir Sandar - - -	—			1	2	7
William Orme -	356 a	A Slang or Close of Land called Rhandir in Graig-both - - -	—			0	3	12
Williams, Anne -	689	A certain Slang or Close of Land called a Slang adjoining the Churchyard -	—			0	0	25
						398	1	0

PART THE THIRD.

In the Borough and Parish of Kidwelly.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.			Quantity of each Holding.			
			A.	R.	P.	A.	R.	P.	
Blathwayt, Edmund.	1 ^a	Orchard - - -	—			0	2	4	
Bowen, Margaret		Cottage, Garden, and Premises in Lady Street, Kidwelly - - -	0	0	22				
Bowen, Mrs., and others.	707	Three Fields called the Stockwell Fields, situate on the East Side of the Town of Kidwelly, and near the Turnpike Road leading to Llanelly - - -	5	3	26		6	0	8
	708								
	710								
Davies, David, and others.		House and Premises in Bridge Street, Kidwelly - - -	—			0	0	10	
Emanuel, John -	711	A Meadow Field - - -	—			1	2	36	
Fisher, Henry, and others.		Two Cottages, Gardens, and Premises -	—			0	1	26	
Griffiths, John, and others.	775	A Field called Parkcocks - - -	3	1	2				
	772	A Slang of Land - - -	0	3	4				
	774	A Field called Parkyrodyn - - -	2	2	16				
	777	A Slang or Piece of Land called Llain -	1	0	34				
	778	A Field or Close of Land called Llaincenol -	0	2	10				
776	A Field or Close of Land called Parkscybor -	5	1	3					

[Private.]

*Pemberton's Estate Act, 1853.**In the Borough and Parish of Kidwelly.*

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.
On hand	—	House, or Site of a House now in Ruins, situate in Bridge Street, Kidwelly	A. R. P. —	A. R. P. 0 0 10
				66 3 10

In the Parish of Llandebie.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.
		GELLYFORWYNION.	A. R. P.	A. R. P.
Bowen, Thomas -	1647	A Field or Close of Land - - -	1 0 16	
	1644	A Field or Close of Land - - -	1 0 11	
	1648	A Field or Close of Land - - -	1 0 6	
	1649	A Field or Close of Land - - -	0 2 17	
		A Field or Close of Land called Ynys -	2 2 33	
		A Garden - - -	0 2 22	
	1642	A Field or Close of Land - - -	2 0 32	
	1643	A Field or Close of Land - - -	0 3 36	
		A Garden - - -	0 0 18	
		A Field or Close of Land - - -	3 2 0	
	1638	A Farmhouse, Garden, and Yards -	0 3 12	
	1637	A Field or Close of Land - - -	1 3 6	
	1639	A Field or Close of Land - - -	3 0 5	
		A Field or Close of Land called Llether -	0 3 33	
	1650	A Field or Close of Land - - -	4 0 23	
	1636	A Cot and Garden - - -	0 1 6	
	1635	A Field or Close of Land - - -	1 0 24	
	1634	A Garden - - -	0 1 35	
	1629	A Field or Close of Land - - -	2 3 12	
	1631	A Field or Close of Land - - -	1 0 2	
	1630	A Field or Close of Land called Wern -	3 1 2	
	1646	A Field or Close of Land - - -	0 2 0	
	1647	Trevorris Cots and Gardens - - -	0 1 18	
				34 2 9

In the Parish of Saint Ishmaels.

Tenants Names.	No. on Tithe Commutation Map.	Name and Description of the Land, &c.	Quantity of each Close.	Quantity of each Holding.
		CWMSLACK.	A. R. P.	A. R. P.
Rees, Owen, and others.	557	A Field called Parkwilkensay - - -	2 0 29	
	558	A Field called Parkwilkensay - - -	2 0 26	
	239 } 239 a }	House and Premises and Piece of Land called Cwmslack - - -	1 0 13	
				5 1 28

*Pemberton's Estate Act, 1853.*SUMMARY of the CONTENTS of this SCHEDULE, showing each
PARISH and PART.

		A.	R.	P.	A.	R.	P.
Part 1	In the Parish of Llanelly	96	2	39			
	In the Parish of Llangennech	32	0	30			
	In the Parish of Llangendeirn	108	3	3			
	In the Parish of Llangendeirn and Pembrey	105	3	29			
	In the Parish of Pembrey	727	0	24½			
		<hr/>			1070	3	5½
Part 2	In the Parish of Pembrey				398	1	0
Part 3	In the Borough and Parish of Kidwelly	66	3	10			
	In the Parish of Llandebie	34	2	9			
	In the Parish of Saint Ishmaels	5	1	28			
		<hr/>			106	3	7
		Total A. -			1575	3	12½

Geo. Goode.