



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 21.

An Act for authorizing the granting of Leases of Part of the Estates in the County of *Carnarvon*, devised by the Will of the late *Richard Parry* Esquire. [4th July 1838.]

WHEREAS *Richard Parry*, late of *Warfield* in the County of *Berks*, Esquire, deceased, in such Manner as the Law required for rendering valid Devises of Freehold Estates, duly made and published his last Will and Testament in Writing, bearing Date the Tenth Day of *April* One thousand eight hundred and twenty-eight; and thereby, after confirming his Marriage Settlement, and giving certain Directions respecting the Portions charged thereby, and bequeathing several Legacies, the said Testator gave and devised all his Estates in *Carnarvonshire*, including also a small Farm and Mill near or attached thereto, situate in *Merionethshire*, with their Appurtenances, to *Sir John Lloyd Dukinfield* of *Stanlake House* in *Berkshire*, Baronet, and *Thomas Garth* of *Haines Hill House* in the County of *Wilts*, Esquire, their Heirs and Assigns, upon Trust to pay and apply all the net Rents and annual Profits of his said Estates, from Time to Time as they should come in and be received, unto and amongst his Four unmarried Daughters, *Ann Dorothy Parry* of *Hawthorn Hill* in the Parish of *Warfield* aforesaid, *Caroline Parry* of *Cheltenham* in the County of *Gloucester*, and *Laura Parry* and *Amelia Parry*, both of *Brighton* in the County of *Sussex*, which said Four Daughters are in the Will described *Ann Dorothy Parry*,
 [Private.]

Will of
 Richard
 Parry, Esq.
 10th April
 1828.

Parry, Caroline Parry, Laura Parry, and Amelia Parry, equally, Share and Share alike, for their better Provision during their natural Lives, if they should respectively so long remain single and unmarried, to and for their own proper Use and Benefit; and the said Testator directed, that when and as his said Four Daughters should respectively depart this Life or be married, the Part or Share and Parts or Shares of the said Rents and Profits which such Daughter and Daughters would, if living and unmarried, have been entitled to under the aforesaid Direction or Bequest, should go and be paid to the Survivors and Survivor of them during their natural Lives and the natural Life of the Survivor of them; and from and after the Decease or Marriage of all his said Four Daughters, or the Decease or Marriage of the last of them which should remain unmarried, then to the Use of his eldest Son *Richard Parry* and his Assigns for his Life, with Remainder to the said *Sir John Lloyd Dukinfield* and *Thomas Garth*, and their Heirs, during the Life of his said Son *Richard*, in Trust to preserve the contingent Remainders therein-after limited; and from and after the Decease of his the said Testator's said Son *Richard*, and the Decease or Marriage of his the said Testator's said Four unmarried Daughters, to the Use of the First and every other Son of the said *Richard Parry* successively, according to Priority of Birth, in Tail Male; and for Default of such Issue to the Use of his the said Testator's younger Son *Edward Parry*, now of *Upper Gloucester Place, Regent's Park*, in the County of *Middlesex*, for his Life; with Remainder to the Use of the said Trustees during his Life, in Trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *Edward Parry* successively, according to Priority of Birth, in Tail Male; and for Default of such Issue, then to the Use of his the said Testator's eldest Daughter *Jane Morris* (now of *Portugal Street, Grosvenor Square*, in the said County of *Middlesex*, Widow) for her Life; with Remainder to the said Trustees during her Life, in Trust to preserve the contingent Remainders therein-after limited; with Remainder to the Use of the First and every other Son of the said *Jane Morris* successively, according to Priority of Birth, in Tail Male; and for Default of such Issue, to the Use of his the said Testator's own right Heirs; and the said Testator declared, that if the Trustees in and by that his Will appointed or either of them, their or either of their Heirs, Executors, Administrators, or Assigns, or any future Trustee or Trustees to be appointed in the Stead or Place of them or either of them, as therein-after mentioned, should die, or be desirous of being discharged of and from, or refuse, decline, or be incapable to act in the Trusts thereby in them reposed before the said Trusts should be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful for the surviving or continuing Trustee, or his Executors or Administrators, by Writing or Writings under his, her, or their Hands and Seals or Hand and Seal, to be attested by Two or more credible Witnesses, from Time to Time to nominate, substitute, or appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and that when and so often as any Trustee or Trustees should be nominated and appointed as aforesaid, all the Trust Estate, Monies, and Premises which should then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing,

refusing, declining, or becoming incapable to act as aforesaid, 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 of the same Trust Estate, Monies, and Premises, and such new or other Trustee, or, if there should be no continuing Trustee or Trustees of the same Trust Estate, Monies, and Premises, then in such new Trustees only, upon the same Trusts as were therein-before declared of and concerning the same Trust Estate, Monies, and Premises respectively; and that every such Trustee or Trustees should and might in all Things act and assist in the Management, carrying on, and Execution of the Trusts to which he or they should be so appointed in conjunction with the other then surviving or continuing Trustee of the same Trust Estate, Monies, and Premises respectively, if there should be any such continuing Trustee; and if not, then by himself and themselves respectively, 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 the said Will nominated Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed Trustee or Trustees; and the said Will also contained a Power for the Indemnity of the Trustees, and for the Reimbursement of their Expences: And whereas the said Testator *Richard Parry* departed this Life on or about the Twenty-third Day of *July* One thousand eight hundred and twenty-eight, without having revoked or altered the Devises herein-before set forth; and the said Will was duly proved by the said *Sir John Lloyd Dukinfield* and *Thomas Garth* on or about the Eleventh Day of *September* One thousand eight hundred and twenty-eight in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Ann Dorothy Parry*, *Caroline Parry*, *Laura Parry*, and *Amelia Parry* are all living, and unmarried: And whereas the said *Richard Parry* the Son died a Bachelor on or about the Twelfth Day of *April* One thousand eight hundred and thirty-four: And whereas the said *Sir John Lloyd Dukinfield* died on or about the Seventh Day of *December* One thousand eight hundred and thirty-six: And whereas the said *Edward Parry* is living, and he on or about the Twenty-ninth Day of *November* One thousand eight hundred and twenty-five intermarried with *Catherine Harriett* otherwise *Catherine Susanna Harriett Isaac*, and has One Son only, namely, *Richard Parry*, an Infant under the Age of Twenty-one Years: And whereas the said *Jane Morris* is also living, and she on or about the Fifteenth Day of *April* One thousand seven hundred and ninety-nine intermarried with *Edmund Morris*, and has Issue, namely, *Henry Bebb Morris* of *Woodside* near *Luton* in the County of *Bedford*, Esquire, her eldest Son: And whereas the said Estates devised as aforesaid comprise, amongst other Hereditaments, certain Lands and Hereditaments situate in the County of *Carnarvon* and contiguous to the Town of *Carnarvon*, which Lands and Hereditaments are capable of being much improved, and the Rental thereof augmented, if proper and legal Leases could be granted thereof, but by reason of the Limitations contained in the said Will, and of the same containing no Power to grant Leases, the said Hereditaments cannot be effectually let or improved; and it is expedient, and would be highly beneficial to the present and future Owners thereof, if Power were given to lease such Parts of the said Hereditaments as are situate in the Vicinity of the said Town of *Carnarvon*,
and

and are described in the Schedule to this Act, for the Purpose of building upon and improving the same, in the Manner and with or subject to the Provisions herein-after contained; but such beneficial Purposes cannot be accomplished without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *Ann Dorothy Parry, Caroline Parry, Laura Parry, and Amelia Parry*, and the said *Edward Parry* on behalf of himself and his said infant Son *Richard Parry*, and the said *Jane Morris, Henry Bebb Morris*, and also the said *Thomas Garth*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in the Construction of this Act Words importing the Masculine Gender shall extend and be applied to Females as well as to Males; and Words importing the Singular Number only shall extend and be applied to several Persons or Things as well as to One Person or Thing; and Words importing the Plural Number only shall extend and be applied to One Person or Thing as well as to several Persons or Things; unless there be something in the Subject or Context repugnant to such Construction as aforesaid.

Meaning of Words in this Act,

Thomas Garth, his Executors or Administrators, or other the Trustees appointed in pursuance of the Power in recited Will, may demise or lease the Lands described in the Schedule to this Act for any Term not exceeding 99 Years.

II. And be it further enacted, That it shall be lawful for the said *Thomas Garth*, his Executors or Administrators, or other the Trustees who shall be appointed in pursuance of the Provision for the Appointment of new Trustees contained in the said Will, to act in the Trusts thereof, and for the Executors or Administrators of the last surviving Trustee, by Indenture to be sealed and delivered in the Presence of One or more than One Witness, from Time to Time to demise or lease all or any Part of the several Lands and Hereditaments described in the Schedule to this Act, together with their Appurtenances, for any Term or Number of Years, not exceeding Ninety-nine Years, to be computed from the Date of the Lease, and to take effect in every Case in Possession, to any Persons who shall be willing to erect and build any Houses or Buildings on the Land or Ground proposed to be demised or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Gardens, Yards, and other Conveniences to Buildings erected and built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof, and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Purposes as shall be agreed upon, and with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Grounds, Roads, Ways, Avenues, Passages, Sewers, Drains, Walls, Fences, Piers, Jetties, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessees to dig and make in and under any of the Land or Ground which may be set out and allotted for Streets, Squares, Circuses, Roads, Ways, Avenues,

Avenues, or Passages as aforesaid Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to dig and to use or to carry away in and upon or out of the Land or Ground to be comprised in their respective Leases such Stone, Slate, Earth, Clay, Sand, Loam, or Gravel as it shall be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles; and also with or without any other Liberties or Privileges which to the Person for the Time being exercising this present Power shall seem reasonable, and as are usual in Leases of a similar Description; so as in every such Lease there be reserved and made payable, except in those Cases in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained, the best yearly Rent that can be reasonably had or gotten for the same, to be made payable by half-yearly or quarterly Payments; and so as every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond the Money agreed to be expended by the Lessee on building upon or improving the Premises; and so as in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, and within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so as in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be built or repaired; and so as in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built or improved on the Premises insured from Loss or Damage by Fire, to the Amount of FourFifths at least of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire; and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease there be contained a Power for the Lessor or other the Person for the Time being entitled, whether in Equity or at Law, to the demised Premises, subject to the Term to be thereby granted, or his Servants and Agents, to enter upon the Premises and inspect the Condition thereof; and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved for any Space not exceeding Thirty Days (unless the same shall be Peppercorn, in case there shall not be a Distress found on the Pre-

Terms upon which the Leases are to be granted.

[Private.]

Lessees to execute Counterparts and pay the Expences.

mises sufficient to pay the Rent then due, and the Costs of such Distress ; and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Executors, Administrators, or Assigns, and with or without a Proviso (as to the Person making each such Lease shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent, and of such other Covenant or Proviso or Condition, if any, as may be agreed 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 any Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action ; and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper ; and so as the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall for the Purposes of this Act be conclusive Evidence of the same), and pay all Expences of and incident to such Leases and the Counterparts thereof.

Power to appropriate any Part of the Land for Streets, Squares, Circuses, &c.

III. Provided always, and be it further enacted, That it shall be lawful for the Person for the Time being empowered to grant such Leases as aforesaid to lay out and appropriate any Part of the Land or Ground so authorized to be leased as aforesaid as and for Ways, Streets, Roads, Squares, Circuses, Pleasure Grounds, Promenades, Avenues, Passages, Walls, Sewers, Fences, Piers, Jetties, or other Conveniences for the Accommodation of the Tenants or Occupiers of the Premises, or for the general Improvement of the Estate, in such Manner and upon such Terms, and either subject to or without being subject to any annual or other Payments by the respective Lessees or Occupiers of Premises and Buildings to be erected as aforesaid, as shall be mentioned and agreed upon either in the Lease so to be made as aforesaid, or in any general Deed to be executed for that Purpose by the Person who for the Time being shall be authorized to exercise the said Power of leasing.

Power to enter into Contracts for Leases, and to apportion Rent on Leases being granted.

IV. Provided also, and be it further enacted, That it shall be lawful for the Person for the Time being authorized to grant such Leases as aforesaid to enter into any Contract in Writing for granting of Leases of the said Land or Ground herein-before authorized to be leased as aforesaid, with the Buildings, if any, which shall be standing thereon, or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable ; and to agree (as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract), by Indenture sealed and delivered as aforesaid, to demise and lease the Buildings and Grounds mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Executors, Administrators, or Assigns, or to such other Person as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels and under and subject to such Portion of the yearly Rent

to be specified in such Contract as shall be thought proper; but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract 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 Rent shall not exceed One Eighth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and if the Person entering into such Contract under the Authority of this Act shall think the same expedient, to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity to be specified in such Contract of the Land or Ground thereby agreed to be demised, and that the Residue thereof should be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted at such Time and in such Manner as may be thought proper; or, if no given Quantity for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more than One Lease at the yearly Rent of a Peppercorn; and in case of Leases to be granted subject to the Rent of a Peppercorn, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, increasing up to the full Rent as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable, in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of leasing herein-before contained.

V. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry, with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on or repaired, laid out, formed, or improved in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed; and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counter-

Contracts to contain Power of Re-entry in case of Non-fulfilment, and also a Clause that the Person to whom such Lease ought to be

part

granted shall execute the same and pay theExpences. part thereof, and pay the reasonable Charges of preparing the same within a reasonable Time to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of the same Contract shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to alter, release, or renew Contracts, &c.

VI. Provided always, and be it further enacted, That it shall be lawful for the Person for the Time being authorized to grant Leases under this Act from Time to Time to enter into any new Covenants or Agreements with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained or to be contained; or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of his Contract, and, if thought expedient, to enter into any new Covenants or Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and that the Hereditaments so surrendered may be leased or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Contracts no Part of Title after Leases granted

VII. Provided also, and be it further enacted, That after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

VIII. Provided also, and be it further enacted, That no Lease or Contract to be made by virtue of the Provisions herein-before 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 same to the Part of the Hereditaments leased or agreed to be leased, where the Breach or Default in the Lessee's Covenant may have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; 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 may (if the Person for the Time being enabled by this Act to grant or enter into such Leases or Contracts as aforesaid shall so deem it expedient)

expedient) be made apportionable, and shall have Effect according to the Intentions of the Parties, as expressed in any such Lease or Contract accordingly.

IX. And be it further enacted, That it shall be lawful for the Person who from Time to Time shall for the Time being be authorized to grant Leases by virtue of this Act at any Time or Times to accept or authorize a Surrender of any Lease which may have been granted as aforesaid, and upon any such Surrender to grant Leases and enter into Contracts for granting Leases under the Powers and Authorities herein-before contained of the Hereditaments comprised in the Lease so to be surrendered, or any Part thereof, either alone or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making due Allowance in regulating the Terms upon which Leases shall be granted or agreed to be granted for the Value, if any, of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof; and also that if Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act shall be resumed, or the same Hereditaments shall be entered upon or recovered under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the Person who for the Time being shall be authorized to grant Leases under this Act to grant Leases or enter into Contracts for the granting of Leases, and afterwards to grant Leases of the same Hereditaments under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted.

Further authorizing the Surrender of Leases granted under this Act, and the re-demising of the Premises so surrendered, and also of any Premises the Leases, &c. of which may have been avoided by Re-entry.

X. Provided always, and be it further enacted, That no Lease or Contract, or Deed or Instrument hereby authorized to be granted, entered into, or executed, shall be valid without the Consent and Approbation of such Persons (other than and except any Minor, on whose Part such Consent shall not be required,) as under the Limitations of the said Will of the said *Richard Parry* deceased are or shall be beneficially entitled in Equity or at Law for the Time being to the Lands and Hereditaments to be comprised in and affected by the same for an Estate in Possession, whether equitable or legal.

No Lease, &c. to be valid without the Consent of the Persons beneficially entitled.

XI. Provided also, and be it further enacted, That for the Purpose of raising Money for the Payment of the Expences preparatory to and of obtaining and passing this Act, and the Execution of the Powers contained therein, it shall be lawful for the Person or Persons authorized to grant Leases as aforesaid to raise, by way of Mortgage of or Charge upon the said Hereditaments or any competent Part or Parts thereof, such Sum or Sums of Money as he or they shall deem adequate to the Payment of such Expences as aforesaid, and to apply the same accordingly; and the Money so to be charged shall carry Interest not exceeding the Rate of Five Pounds *per Centum per Annum*; and the Receipt or Receipts of such Person or Persons as aforesaid shall be a good Discharge for the Money so to be raised.

Power to raise Expences of passing the Act, and of the Execution of the Powers contained therein, by a Charge upon the Hereditaments.

Court of
Chancery
may order
Costs to be
taxed.

XII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery from Time to Time, upon the Petition of any Party interested, to be preferred in a summary Way, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Expences herein-before authorized to be paid and charged as aforesaid, and for taxing the Costs, Charges, and Expences of or relating to such Application to be made to the said Court or incident thereto, and also from Time to Time to make such Order as to the same Court shall seem meet for the Payment of such Expences as aforesaid.

General
Saving of
Rights, ex-
cept Persons
claiming un-
der Will of
Richard
Parry the
Testator or
as Heir at
Law.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except to every Person claiming or who shall or may claim, originally or derivatively, through or under the said Will of the said Testator *Richard Parry*, or as Heir at Law of the said Testator), all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, or out of the said Hereditaments mentioned in the Schedule to this Act annexed, or any Part thereof, as they or any of them had before the passing of this Act, or could, would, or might have had or enjoyed in case this Act had not been passed.

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

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

The SCHEDULE to which the foregoing Act refers.

| Parish and County. | Description of Property. | Tenants. | Quantity. | | |
|---|--|--|-----------|----|----|
| | | | A. | R. | P. |
| Parish of Llanbeblig, County of Carnarvon. | Farm called Ysguborwen, comprising, | | | | |
| | A Close called Cae'r Chwarel | Richard Rowlands - | 2 | 0 | 33 |
| | Another Close called Cae'r Chwarel. | Ditto - | 1 | 1 | 29 |
| | A Close called Werglodd - | Ditto - | 4 | 3 | 34 |
| | A Close of Land - | Ditto - | 5 | 1 | 27 |
| | A House, Barn, Buildings, Garden, and Yard. | Ditto - | 0 | 3 | 28 |
| | A Close called Cae Tan-y-beudy. | George Johnston - | 5 | 1 | 30 |
| | A Close of Land - | Richard Rowlands - | 3 | 2 | 38 |
| | A Close called Cae Cefn-y-beudy and Lane. | John Owen - | 5 | 1 | 28 |
| | A Close called Cae'r Carrig | Robert Roberts - | 4 | 1 | 22 |
| | A Close called Cae'r Ala-las and Bathing House - | { Richard Rowlands } { and Robert Roberts } | 1 | 3 | 39 |
| | A Close called Cae'r Allt - | William Lloyd Roberts | 1 | 3 | 12 |
| | A Close called Cae'r Twthill | Ditto - | 2 | 2 | 6 |
| | A Close of Land and Malt-house. | John Morgan - | 1 | 3 | 8 |
| | A Close of Land - | William Lloyd Roberts | 3 | 0 | 38 |
| | Quarry, Waste Land, and Building. | Ditto - | 0 | 3 | 6 |
| Yard - | Ditto - | 0 | 0 | 37 | |
| A Close of Land called Cae'r Dur. | John Owen - | 3 | 2 | 4 | |
| Another Close of Land called Cae'r Twthill. | William Roberts - | 6 | 0 | 20 | |
| | | | 55 | 3 | 39 |

R. Lloyd Ellis.

