



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 20.

An Act to alter and amend certain Powers of leasing contained in the last Will and Testament of the late Most Honourable *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* deceased. [31st August 1848.]

WHEREAS under and in pursuance of an Act of Parliament passed in the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for empowering the Marquess of Bute to make and maintain a Ship Canal, commencing near the Mouth of the River Taff in the County of Glamorgan, and terminating near the Town of Cardiff, with other Works to communicate therewith*, the Most Honourable *John Crichton Stuart* late Marquess of *Bute* and Earl of *Dumfries*, his Heirs and Assigns, or other the Owner or Owners for the Time being of the Lands and Grounds therein mentioned, were, at his or their own proper Costs and Expenses, empowered to make and maintain, and the said late Marquess did accordingly make and maintain, a Ship Canal
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c. 133.

Indenture
dated 20th
February
1845.

called the *Bute* Ship Canal, and also a Wet Dock or Basin, Cuts, Piers, Wharfs, and other Works, near the Town of *Cardiff* in the County of *Glamorgan*, and by the same Act, and another Act for the Amendment thereof passed in the Fourth Year of the Reign of His said late Majesty King *William* the Fourth, the said late Marquess of *Bute*, his Heirs and Assigns, were empowered to take, in respect of the said Canal and Docks, certain Lockage, Wharfage, and other Rates and Duties for Goods and Vessels, as therein mentioned: And whereas by an Indenture bearing Date on or about the Twentieth Day of *February* in the Year of our Lord One thousand eight hundred and forty-five, and made between the said late Marquess of *Bute* and Earl of *Dumfries* of the one Part, and the Honourable *Patrick James Herbert Crichton Stuart* commonly called Lord *James Stuart*, and *Onesiphorus Tyndall Bruce* of *Falkland* in the County of *Fife*, Esquire, and *James Munro Macnabb* of *St. John's Lodge* near *Wandsworth*, in the County of *Surrey*, Esquire, of the other Part, after reciting the aforesaid Acts of Parliament relating to the said *Bute* Ship Canal; and reciting, that the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* was well and effectually seised and possessed of the Fee Simple and Inheritance of and in the said Harbour, and also of and in the several Lands, Messuages, Tenements, Mines, Minerals, and Hereditaments situate respectively in the Counties of *Glamorgan*, *Monmouth*, *Durham*, *Bedford*, and *Herts*, mentioned, described, or referred to in the First Schedule thereunto annexed, and was also seised or possessed to him and his Heirs of an Estate of Inheritance in Fee Simple in possession, according to the Custom of the Manor or Manors of which the same were respectively holden, of and in the Copyhold Lands, Messuages, Tenements, and Hereditaments mentioned, described, or referred to in the Second Schedule thereunto annexed; and reciting, that the said Marquess of *Bute* and Earl of *Dumfries* had lately contracted and agreed for the Sale of certain Parts of the said Hereditaments and Premises in the County of *Bedford* comprised in the said First Schedule at or for the Price of One hundred and sixty thousand Pounds; and reciting, that the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* had been lately carrying on certain Negotiations with the *Taff Vale* Railway Company, and by reason of the Proximity of their respective Properties other Negotiations might thereafter arise with the said Company, and also, for the same or other Reasons, with other Companies or Corporations, or Individuals, which it might be desirable should be carried on and adjusted by the Trustees or Trustee for the Time being of the now-reciting Indenture; and it had been resolved by the said Marquess to empower them so to do by the now-reciting Indenture signed by the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*; and reciting, that the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* was desirous of vesting the said Harbour, Docks, and Canal, together with the said several Lands, Messuages, Tenements, Hereditaments, and Premises, in the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, upon the Trusts, for the Purposes, and under, upon, and subject to the Powers and Authorities therein-after expressed and referred to; it was witnessed, that for the Purposes aforesaid, and for the nominal

nominal Consideration therein mentioned, the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* did, in pursuance of the Lease and Release act, grant, bargain, sell, and release unto the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and to their Heirs, all and singular the said Ship Canal, Harbour, Docks, and respective Appurtenances, and also all and singular the Lands, Messuages, Tenements, Mines, Minerals, Hereditaments, and Premises particularly mentioned, described, or referred to in the said First Schedule thereto annexed, and all other the Freehold Lands, Messuages, Tenements, and Hereditaments in the several Counties of *Glamorgan*, *Monmouth*, *Bedford*, *Herts*, and *Durham* which the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* was seised or possessed of or otherwise entitled to, to hold the said Ship Canal, Harbour, Docks, and Appurtenances, Lands, Messuages, Tenements, Hereditaments, and all and singular other the Premises thereby granted and released or otherwise assured, with their and every of their Rights, Members, Privileges, Appendages, and Appurtenances, unto the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and their Heirs, to the Use of the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, their Heirs and Assigns for ever, but nevertheless upon the Trusts, and under, upon, and subject to the Powers and Authorities, and to and for the Ends, Intents, and Purposes therein-after declared or expressed or referred to of or concerning the same; it was further witnessed, that for the Purposes and Considerations aforesaid the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* did thereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree with and to the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, their Heirs and Assigns, that he the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*, or his Heirs, should and would, at his or their own proper Cost and Charges, at or before the then next Customary Court to be holden in and for the Manor or respective Manors of which the same were held, well and sufficiently surrender or cause to be surrendered into the Hands of the Lord or Lords of the same Manor or Manors respectively, or his or their Steward or Stewards respectively, according to the Custom thereof, all the Lands, Messuages, or Tenements and Hereditaments mentioned, described, or referred to in the said Second Schedule thereunto annexed, and all other the Copyhold Lands, Tenements, and Hereditaments in the several Counties of *Glamorgan*, *Monmouth*, *Bedford*, *Herts*, and *Durham*, which the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* was seised or possessed of or otherwise entitled to, with the Appurtenances thereto belonging, to the Use of the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, their Heirs and Assigns, at the Will of the respective Lords or Ladies of the Manor, according to the respective Customs of the same Manors respectively, upon the Trusts and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Declarations, and Agreements therein-after declared or expressed of and concerning the same, or otherwise to the Use of such Person or Persons as should or might become the Purchaser or Purchasers thereof,

thereof, under or by virtue of the Trusts therein-after declared, his, her, or their Heirs or Assigns, or to such other Uses as he or they should direct or require; and it was thereby declared that all and singular the said Freehold and Copyhold Lands, Messuages, and Premises comprised in the said First and Second Schedules then were so released and covenanted to be surrendered respectively as therein-before contained unto the said Lord *James Stuart, Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, their Heirs and Assigns, upon trust that they the said Lord *James Stuart, Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of such Survivor, and their and his Assigns, and other the Trustees or Trustee for the Time being of the now-reciting Indenture, did and should stand seised and possessed of the said Hereditaments and Premises, and of the Rents, Issues, and Profits thereof, and any Sum or Sums of Money to be received, raised, paid, or produced by the Lease or Leases, or by Sale or Mortgage, as therein-after mentioned, of all or any Part of the Hereditaments and Premises thereby granted and released or otherwise assured, upon trust, subject to any specific Mortgages or Incumbrances affecting the said Lands and Premises respectively, in the first place to deduct, retain, and pay all such Sum and Sums of Money, Costs, Charges, and Expenses whatsoever which they the said Trustees or Trustee for the Time being of the now-reciting Indenture, or any Person or Persons acting under or to be employed by them or any or either of them, should pay, sustain, expend, or be liable to in or about the Execution or Performance of the same Trusts or any or either of them, or in or about or concerning any Actions, Suits, or other Proceedings, at Law or in Equity, subsisting or which might subsist, or in carrying into effect, arranging, or settling any Negotiations which might be then pending or might thereafter take place in relation to any of the Premises, or in relation to the Estates, Debts, Incumbrances, or Concerns of the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*, and also all Salaries, Wages, or other Compensation, Gratuities, or Allowances whatsoever to be made or given to any Stewards, Bailiffs, Dock Masters, Harbour Masters, Bookkeepers, Surveyors, Agents, Workmen, Watermen, Clerks, Servants, Seamen, or other Persons employed or to be employed in managing, improving, superintending, or taking care of or otherwise in, upon, or about the said Estates and Premises or any of them, or in collecting, receiving, or remitting the Issues, Tolls, Dues, and Profits thereof, and all Taxes and Impositions and other Outgoings payable for or in respect of the same Estates or any of them, and all and every Sum and Sums of Money to be expended in repairing and improving or insuring the same respectively, and all other the Expenses whatsoever to be incurred by the Trustees and Trustee for the Time being of the now-reciting Indenture, and from and after full Payment and Satisfaction of all and every the said Costs, Charges, and Expenses, and subject thereto, that they the said Trustees or Trustee for the Time being did and should pay off, satisfy, and discharge the whole or any Part of the Principal Monies which should or might be borrowed by or advanced to them or him.

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the said Trustees or Trustee for the Time being upon Mortgage or other Security, or without Security, for answering the Purposes of the now-reciting Indenture, and undertaking the Performance of all or any of the Trusts thereby declared, and the Interest attending the same, and upon further Trust to pay over the Residue (if any) of such Money unto the said *John Crichton Stuart* Marquess of *Bute*, his Heirs and Assigns, or to such Person or Persons as he should from Time to Time for that Purpose appoint; and it was thereby declared and agreed, and the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* did thereby expressly declare and direct, that the said Trustees and Trustee for the Time being should keep in good working Repair, and also, in their or his Discretion, enlarge, improve, and provide additional Wharfs, Docks, Works, Buildings, and other Accommodation in and about the Ship Canal called the *Bute* Ship Canal, and the Wet Dock or Basin at the Termination of the said Canal, and the Piers, Sluices, Locks, Wharfs, Quays, Cranes, and other necessary Works, Matters, and Things in and about the same, and which might be necessary towards the using and working the Harbour at the Mouth of the said Canal, and did and should superintend, manage, set, farm, let, improve, and maintain, and collect and receive the Rents, Issues, and Profits, Rates of Tonnage and other Rates, Wharfage, Fines, and other Monies payable in respect of the said Harbour, and of all and singular other the Lands, Hereditaments, and Premises intended to be thereby granted and released, or covenanted to be surrendered, or any of them, and also should conduct, manage, and carry on, with the said *Taff Vale* Railway Company or their Agents, or with any other Company or Companies, Corporation or Corporations, Party or Parties, or their respective Agents, the Negotiations then pending between the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* and the said Railway Company, or any other Negotiations affecting the Interests of the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* that might thereafter arise or be rendered necessary or desirable between the same Parties, or between the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* and any other Company or Companies, Party or Parties, and should, if possible, bring such Negotiations or any of them to such Termination or Adjustment as to the said Trustees or Trustee should seem satisfactory or advisable, they and he being thereby fully authorized to terminate and adjust such Negotiations in manner aforesaid, and also should commence, conduct, and carry on, or, if thought advisable, discontinue, any Action or Actions, Suit or Suits, or other Proceeding or Proceedings, at Law or in Equity, for enforcing the Contracts already entered into, or any Contract or Contracts thereafter to be entered into, for the Sale or other Disposition of any of the Lands, Hereditaments, and Premises thereby granted, released, covenanted to be surrendered, or otherwise assured, or intended so to be respectively; and it was thereby further declared and agreed, and the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* did thereby direct, that for all or any of the Purposes aforesaid it should and might be lawful for the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and the Survivor of them, and the Heirs of such Survivor,

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General
Power to
Trustees to
manage
Estates, and
to complete
the Cardiff
Harbour,
&c.;

and give
Notices of
Repairs ;

and receive
and give
Receipts for
Rents, &c.

General
Power to
grant Leases
of Estates.

and his Assigns, to make, do, execute, and perform, or cause to be made, done, executed, and performed, all and every such Acts, Deeds, Matters, and Things, in as full and ample a Manner as the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*, or other the Owner or Owners of the said Ship Canal, Harbour, Docks, and Appurtenances, or of any other of the said Lands and Premises, were authorized and empowered to do or perform, under or by virtue of the said recited Acts or either of them, or under any other Instrument or Instruments, or otherwise howsoever ; provided also, and it was thereby agreed and declared, that it should be lawful for the Trustees or Trustee for the Time being of the now-reciting Indenture, and they were thereby empowered, by virtue of any Powers reserved to the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* by any Leases, to enter upon the said Premises or any of them or any Part thereof, and to give Notice respecting the Repairs or Management of the same or any Part thereof, and generally to execute any Power reserved in any such Leases to the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*, in as full and ample a Manner, to all Intents and Purposes, as the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* could or might himself personally do or have done if the now-reciting Indenture had not been made, and also from Time to Time to ask, demand, receive, and give good and valid Receipts and Discharges for all and every or any of the Rents, Issues, and Profits and Produce of Sale of the said Hereditaments and Premises ; provided also, and it was thereby declared and agreed, and the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* did thereby declare and direct, that it should be lawful for the Trustees or Trustee for the Time being of the now-reciting Indenture, by Indenture or Indentures in Writing under their or his Hands or Hand, to be by them or him sealed and delivered in the Presence of and attested by Two or more credible Witnesses, whether referring or not referring to the now-reciting Power, to grant, demise, or lease all and every or any of the said Hereditaments and Premises, or any Part or Parts thereof, which should not be then used for the Purposes of the said Harbour, Docks, and Canal, or any Erections or Buildings connected therewith, to any Person or Persons, for any Term or Number of Years, absolutely, not exceeding Twenty-one Years from the making thereof respectively, and also by Indenture to make any Demise or Demises, Lease or Leases of any Part or Parts of the Hereditaments and Premises therein-before mentioned to be thereby granted and released or otherwise assured, for the Purpose of building or repairing, for any Term or Number of Years not less than Sixty-three Years nor exceeding Ninety-nine Years, such Lease or Leases respectively to take effect in possession at the Time of or within Three Months next after the making thereof at the furthest, and not in reversion or by way of future Interest, otherwise than as aforesaid, nor concurrently with or during the Continuance of any Term or Lease in being, so that upon every such Lease there be reserved and made payable, half-yearly or oftener during the Continuance thereof, to be incident to and go along with the Reversion and Inheritance expectant on the Determination of the said Term thereby to be granted, the best and most approved Rent or Rents which,

which, in the Opinion of the Trustees or Trustee for the Time being of the now-reciting Indenture, could at that Time be obtained or reasonably expected for the same, without taking any Fine or Foregift, or any other Matter or Thing in the Nature or in lieu of any Fine or Foregift, (other than by way of Advance of Rent upon the Surrender of any present Lease in being,) and which Surrender the said Trustees and Trustee for the Time being were thereby empowered at all Times and from Time to Time to take and accept, for or in respect of the making or granting thereof, and so that every such Demise or Lease should be so framed as that the Lessee or Lessees therein named, his, her, or their Executors, Administrators, or Assigns, should not be, by any Clause or Words therein contained, or by any Implication or Inference to be deduced therefrom, in anywise authorized or empowered to do or commit Waste, or be freed from Impeachment of or exempted from Punishment for committing Waste, except only for or by way of pulling down old Houses or Buildings for the Purpose of rebuilding or repairing the same, and except so far as might be otherwise thought necessary in Cases of Leases for building or repairing, and so that in every such Grant, Demise, or Lease there should be contained a Covenant by the Tenant or Lessee thereof for Payment of the Rent thereby to be reserved, and a Clause or Power in the Nature of a Condition of Re-entry in case the Rent or Rents thereby to be reserved should be behind and unpaid by the Space of Twenty-one Days next after the same should become due and payable, together with all usual Covenants for farming, managing, and preserving the Lands, Buildings, and other Things to be thereby demised, and so that in all Leases for building or repairing there should be contained a Covenant for building and repairing respectively, and such other Covenants as might in such Leases be usual and necessary, and so that the Person or Persons to whom such Grants, Demise, or Lease should be made should seal and execute such Lease or Leases, or a Counterpart or Counterparts thereof, and that for the Purpose of enabling Building Leases of any Part of the said Hereditaments and Premises to be granted more advantageously it should be lawful for the said Trustees or Trustee for the Time being, if they or he should think proper, from Time to Time to enter into Agreements for granting such Building Leases as aforesaid on such Terms as they or he should think reasonable, and as should be usual in such Cases, and to accept Surrenders of such Agreements, and to enter into new Agreements respecting the same Lands and Hereditaments, and also to grant, demise, or lease, unto or in trust for any Person or Persons, whomsoever, and for such Price or Sum or other Consideration or Equivalent, in Rent or in Money or otherwise, as by the Trustees or Trustee for the Time being of the Indenture now in recital should be deemed reasonable, all or any Part or Parts of the said Lands and Hereditaments which should not then be used for the Purposes thereinbefore mentioned, for any Term or Number of Years not exceeding Ninety-nine Years, for the Purpose of digging for and procuring Brick Earth, Clay, Loam, Marl, Sand, Gravel, or Ballast, with Liberty, Licence, and Privilege to erect Kilns, Floors, and other proper Works for the raising, converting, and manufacturing any of the said Materials into Bricks, Tiles, or Earthenware, and for vending
or

or otherwise disposing of the same or other the said Materials, all and every of the Lessees in which said last-mentioned Grants, Demises, or Leases to be named should or might be so far dispunishable or unimpeachable for committing Waste, and have such Privilege to do and commit Waste, as by the said Trustees or Trustee for the Time being should be thought reasonable for all or any of the Purposes aforesaid, so that in or by all and every such Grants, Demises, or Leases there were reserved and made payable yearly during the Continuance of the Term, Estate, and Interest thereby to be granted, over and above any gross Sum, Fine, Consideration Money, or Foregift (if any) which should or might be agreed to be paid for the making of the same respectively, as great or as good and beneficial a yearly Rent or Rents, to be incident to and go along with the immediate Remainder or reversionary Interest which should be next expectant on the Determination of such Grants, Demises, or Leases respectively, as was or were paid or reserved for the Herbage, Vesture, or Surface of the Ground so to be granted, demised, or leased, immediately before the granting, demising, or leasing thereof, and also such further or additional Rent or annual Sum to be received and made payable to the said Trustees or Trustee for the Time being as to them or him should seem reasonable, for the Privileges and Advantages thereby to be granted or given, and so as in all and every such Grants, Demises, and Leases there were contained a Condition or Clause in the Nature of a Condition of Re-entry in case the Rent or Rents or other annual Sum or Sums thereby to be reserved were behind and unpaid by the Space of Twenty-one Days next after the same should become due, and so as the respective Grantees and Lessees to whom such Grants, Demises, or Leases should be made did severally seal and deliver Counterparts of the same respectively, and did enter into proper Covenants for covering and levelling the Pits to be made in pursuance of the said Grants, Demises, or Leases, at or before the End of the Term or Terms thereby to be granted, with the old or surface Mould in a good and workmanlike Manner, and such other Clauses, Conditions, Provisoos, Covenants, Declarations, and Agreements on the Part of the several Grantees or Lessees of the said Land or Ground as to the said Trustees or Trustee for the Time being should seem reasonable, and also to grant, demise, and lease unto any Number or Company of Persons, for any Term or Number of Years not exceeding Sixty Years, to take effect in possession and not in reversion, all and every or any of the Mines and Quarries then and already found and discovered open, or which should or might at any Time or Times thereafter be opened, found, or discovered in, under, or upon any of the Lands and Hereditaments thereby granted and released or otherwise assured, and also any Part or Parts of the same Lands or Hereditaments which it should or might be deemed expedient to demise or lease with any such Mines or Quarries, for the better and more effectually working the same, together with full and free Liberty, Licence, Power, and Authority to search for, take, and use and dispose of all such Ironstone, Coals, Ore, and other Metals and Minerals whatsoever as should be found in the same Mines and Quarries or the Veins thereof, and to dig, sink, drive, work, and make Groves, Shafts, Drifts, Trenches, Sluices, and Watercourses, and to erect any Furnace
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or Furnaces, or other Erections, Buildings, Machines, or Engines whatsoever, as well for the finding, discovering, winning, blasting, or working the said Metals, Stone, Minerals, Ores, and Materials out of the said Mines and Quarries, as for the avoiding and conveying off the Water, foul Air, and Stench from and out of the same, and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground Room, Heap Room, and Pit Room for laying, pleating, and manufacturing and squaring and shaping the Ironstone, Coals, Earth, and Rubbish which should from Time to Time proceed from or be brought, dug, or obtained out of the same Mines or Quarries; and also sufficient Ways, Paths, and Passages to and for the respective Lessees in such Demises or Leases to be named, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of such Leases respectively, to take and carry away, with Horses, Carts, Wains, Waggon, and other Carriages, the Ironstone, Coals, Metals, Minerals, Earth, and Materials which should from Time to Time be wrought upon and gotten in, from, and out of the said Mines and Quarries, and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up in any convenient Place or Places near unto or within

Yards from any of the said Mines and Quarries all such Houses, Hovels, Sheds, and other Buildings as should from Time to Time be necessary or convenient for the standing, laying, and placing any Workmen, Horses, Metals, or Materials to be employed or used in or about the working of the same Mines or Quarries respectively, and to dig or get Stone, Peat, Clay, or Spar for erecting or building or repairing such Houses and other Buildings, or for the winning, working, obtaining, getting, washing, cleansing, and melting of the Metals, Minerals, Ores, and Produce of the said Mines and Quarries, and for the manufacturing, taking, and carrying away the same, so nevertheless that upon all such Leases there were respectively reserved and made payable during the Continuance thereof the best or most improved yearly Rent or Rents, Tolls, Duties, or Revenues that could respectively be had and gotten for the same, over and besides any gross Sum, Fine, or Consideration Money or Foregift (if any) which should or might be agreed to be paid for the making the same respectively, to be incident to and go along with the immediate Remainder or Reversion which should be next expectant on the Determination of such Lease or Leases, and so as in all and every such Grants, Demises, or Leases there were contained a Condition or Clause in the Nature of a Condition of Re-entry in case the Rent or Rents or other Duties or other annual Sum or Sums thereby to be reserved were behind and unpaid by the Space of Twenty-one Days next after the same should become due, and so as the respective Grantees and Lessees to whom such Grants, Demises, or Leases should be made did severally seal and deliver Counterparts of the same respectively, and did enter into all proper and usual Clauses, Conditions, Provisoos, Covenants, Declarations, and Agreements on the Part of the several Grantees or Lessees of the said Mines or Quarries or Lands or Grounds last aforesaid as to the said Trustees or Trustee for the Time being should seem reasonable, and in particular a Covenant by such Grantees or Lessees, where such Grantees or Lessees comprised in One Lease or Demise should consist of a less

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Number than Six Persons, that they or their respective Representatives should not at any Time or Times during the Term granted or demised to them assign, underlet, or otherwise part with or dispose of all or any Part of the Lands so demised to them as last aforesaid, without the Consent in Writing of the said Trustees or Trustee for the Time being of the Indenture now in recital; provided lastly, and it was by the now-reciting Indenture expressly agreed and declared by and between all the said Parties thereto, that upon the Decease of the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* the several Trusts, Powers, Provisoos, Declarations, and Agreements therein contained should utterly cease and determine, unless or to such Extent only as the said *John Crichton Stuart* Marquess of *Bute* should by his last Will and Testament direct or appoint, without Prejudice nevertheless to any Acts, Deeds, Conveyances, or other Matters which might then have been done and might be then subsisting, or any Rights which might be subsisting in any Trustees or Trustee, under or by virtue of any of the Clauses or Covenants for Indemnity therein contained, in respect of any Act, Deed, Matter, or Thing which might then have been done by any of the said Trustees or Trustee under or by virtue of the now-reciting Indenture, and that in such Event the said Harbour, Messuages, Lands, Hereditaments, and Premises therein-before released and assigned, and all and singular the Erections or Improvements which should have been then made or built thereon under the Powers aforesaid, should, subject as aforesaid, be and be held by the said Trustees or Trustee for the Time being of the now-reciting Indenture in trust only for the Heirs and Assigns of the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries*, as if the now-reciting Indenture had never been made: And whereas the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* made and duly executed his last Will and Testament in Writing, bearing Date on or about the Twenty-second Day of *July* in the Year One thousand eight hundred and forty-seven, and thereby, after giving certain Annuities and making other Bequests, he gave and devised all the Manors or Lordships, or reputed Manors or Lordships, Freehold and Copyhold Messuages, or Lands, Tenements, Advowsons, Tithes, Rents, and other Hereditaments in the several Counties of *Bedford*, *Hertford*, *Durham*, and *Glamorgan*, and of or to which he, or any Person or Persons in trust for him, at the Time of his Decease, might be seised or entitled for any Estate of Inheritance, whether in possession, reversion, remainder, or expectancy, or which he was in anywise empowered or authorized to appoint or dispose of by that his Will, for any Estate of Inheritance, whether in possession, reversion, remainder, or expectancy, except any Hereditaments in the same Counties or any of them which might be vested in him upon any Trust or by way of Mortgage, to the Uses upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after limited, expressed, and contained of or concerning the same respectively; (that is to say,) as to his said Estates or Hereditaments in the said Counties of *Bedford*, *Hertford*, and *Durham*, with their Rights, Members, and Appurtenances, to the Use of the said Honorable *Patrick James Herbert Crichton Stuart* commonly called Lord *James Stuart*, and the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their

Will of the
Marquess of
Bute, dated
22d July
1847.

their Heirs and Assigns, for ever, upon and for the Trusts, Intents, and Purposes therein-after declared of or concerning the same; and as to his said Estates and Hereditaments in the said County of *Glamorgan* therein-before devised, other than and except his Capital Messuage or Mansion House called *Cardiff Castle*, situate in the Parish of *Saint John Cardiff* in the said County of *Glamorgan*, with the Outbuildings, Park, Yards, Gardens, and Pleasure Grounds thereto adjoining or belonging, containing about Acres of Land more or less, and also *Cathays Park* adjoining, to the Use of the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to be computed from his Decease; and fully to be complete and ended, without Impeachment of Waste, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed, declared, and contained of and concerning the same, and as to his said Mansion House called *Cardiff Castle*, and the Outbuildings, Park, Yards, Gardens, and Pleasure Grounds thereunto belonging, and *Cathays Park* aforesaid, and also, as to the Hereditaments comprised in the said Term of One thousand five hundred Years, after the Expiration or sooner Determination of the said Term, and in the meantime subject thereto and to the Trusts, to the Use of each Son of his Body, for and during the Term of his natural Life, without Impeachment of Waste, and after his Decease to the Use of the First and other Sons of each such Son successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the Testator if more than One, and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the Testator and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the Testator to the Use of the Honorable *John Chetwynd Talbot* and *Charles Stuart* Esquire, and their Heirs, during the Life of such Son, upon trust to preserve in manner therein mentioned the contingent Uses or Estates therein-after limited from being defeated, with Remainder to the Use of the First and every other Son successively of such Son of the said Testator according to Seniority in Tail General, with Remainder to the Use of the First and every other Daughter of such Son of the said Testator successively according to Seniority in Tail Male, with Remainder to the Use of the said Testator's First and every other Daughter successively according to Seniority in Tail General, with Remainder to the Use of each Daughter of the said Testator's Body for and during the Term of her natural Life, without Impeachment of Waste, and after her Decease to the Use of her First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Daughters of the said Testator (if more than One) and her First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Daughters of the said Testator and her or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate

Estate for Life of each such Daughter of the said Testator to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Daughter, but in trust for her or their Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders, with Remainder to the Use of the First and every other Son successively of such Daughter of the said Testator according to Seniority in Tail General, with Remainder to the Use of the First and every other Daughter successively according to their respective Seniorities of each such Daughter of the said Testator in Tail Male, so and in such Manner that the elder of such Daughters of the said Testator and her First and other Daughters successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Daughters of the said Testator and her or their Daughters respectively, and the Heirs Male of their respective Bodies, with Remainder to the Use of the First and every other Daughter successively according to their respective Seniorities of each such Daughter of the said Testator in Tail General; and for Default or Failure of such Issue, to the Use of the said Lord *James Stuart* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said Lord *James Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart* and their Heirs during the Life of the said Lord *James Stuart*, but in trust for him or his Assigns, and by the Ways and Means aforesaid to preserve the contingent Uses or Remainders from being destroyed; and from and immediately after the Decease of the said Lord *James Stuart* to the Use of *James Frederick Dudley Crichton Stuart* (the eldest Son of the said Lord *James Stuart*) and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *James Frederick Dudley Crichton Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the natural Life of the said *James Frederick Dudley Crichton Stuart*, upon trust to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, and for that Purpose to make Entries and bring Actions as Occasion should require, but nevertheless to permit the said *James Frederick Dudley Crichton Stuart* and his Assigns during his Life to receive and take the Rents, Issues, and Profits of the same Premises for his and their own Use; and from immediately after the Decease of the said *James Frederick Dudley Crichton Stuart*, to the Use of each Son of the Body of the said *James Frederick Dudley Crichton Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste, and after his Decease to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *James Frederick Dudley Crichton Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *James Frederick Dudley Crichton Stuart* and his or their Sons respectively,

respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *James Frederick Dudley Crichton Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve contingent Remainders; and after the Failure or Determination of or subject to the Uses and Estates therein-before limited as aforesaid, to the Use of such Son of the said *James Frederick Dudley Crichton Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of *Herbert Crichton Stuart* (the Second Son of the said Lord *James Stuart*) and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Herbert Crichton Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Herbert Crichton Stuart*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Herbert Crichton Stuart*, and his Assigns during his Life, to receive and take the Rents, Issues, and Profits of the same Premises for his and their own Use; and from and immediately after the Decease of the said *Herbert Crichton Stuart*, to the Use of each Son of the Body of the said *Herbert Crichton Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively, according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *Herbert Crichton Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *Herbert Crichton Stuart* and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Herbert Crichton Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Herbert Crichton Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of each Son of the Body of the said Lord *James Stuart* thereafter to be born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively, according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said Lord *James Stuart* (if more than One) and his First and other Sons successively, and the Heirs Male of their respective Bodies,

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might be preferred to and take before the younger of such Sons of the said Lord *James Stuart* and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said Lord *James Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the Body of the said Lord *James Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *James Frederick Dudley Crichton Stuart* in Tail General, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Herbert Crichton Stuart* in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *James Frederick Dudley Crichton Stuart* in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Herbert Crichton Stuart* in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *James Frederick Dudley Crichton Stuart* in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Herbert Crichton Stuart* in Tail General, with Remainder to the First and every other Son successively according to Seniority of each Son of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail General, so and in such Manner that the First and other Sons successively of the elder of such Sons (if more than One) of the said Lord *James Stuart*, and the Heirs of the Body and respective Bodies of such First and other Sons, might be preferred to and take before the First and other Sons of the younger of such Sons of the said Lord *James Stuart*, and the Heirs of the Body and respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the First and every other Daughter successively according to Seniority of each Son of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail Male, so and in such Manner that the First and other Daughters successively of the elder of such Sons (if more than One), and the Heirs Male of the Body and respective Bodies of such First and other Daughters, might respectively be preferred to and take before the First and other Daughters of the younger of such Sons, and the Heirs Male of the Body and respective Bodies of such last-mentioned First and other Daughters, with Remainder to the Use of the First and every other Daughter successively according to Seniority of each Son of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail General, so and in such Manner that the First and other Daughters successively of the elder of such Sons (if more than One), and the Heirs of the Body and respective Bodies of such First and other Daughters, might be preferred to and take before the First and other Daughters of the younger of such Sons, and the Heirs of

of the Body and respective Bodies of such last-mentioned First and other Daughters, with Remainder to the Use of each Son of the Body of the said Lord *James Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail General, with Remainder to the Use of *Mary Anne Frances Stuart* (the only Daughter of the said Lord *James Stuart*) and her Assigns for and during the Term of her natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Mary Anne Frances Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Mary Anne Frances Stuart*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Mary Anne Frances Stuart* and her Assigns during her Life to take the Rents, Issues, and Profits of the same Premises for her and their own Use; and from and immediately after the Decease of the said *Mary Anne Frances Stuart*, to the Use of each Son of the Body of the said *Mary Anne Frances Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of the First and other Sons successively according to their respective Seniorities, in Tail Male, so and in such Manner that the elder of such Sons of the said *Mary Anne Frances Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might respectively be preferred to and take before the younger of such Sons of the said *Mary Anne Frances Stuart*, and his or their Sons respectively and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Mary Anne Frances Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart* and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Mary Anne Frances Stuart* who shall be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Mary Anne Frances Stuart* in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Mary Anne Frances Stuart* in Tail General, with Remainder to the Use of each Daughter of the Body of the said Lord *James Stuart* thereafter to be born during the said Testator's Life, for and during the Term of her natural Life, without Impeachment of or for any manner of Waste; and after her Decease, to the Use of her First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Daughters (if more than One) and her First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Daughters and her or their Sons respectively, and the Heirs Male of their respective

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tive Bodies, with a Remainder immediately after the Estate for Life of each such Daughter to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Daughter; but in trust for her and her Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of the First and every other Son successively according to Seniority of each Daughter of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail General, so and in such Manner that the First and other Sons successively of the elder of such Daughters (if more than One), and the Heirs of the Body and respective Bodies of such First and other Sons, might respectively be preferred to and take before the First and other Sons of the younger of such Daughters, and the Heirs of the Body and respective Bodies of such last-mentioned First and other Sons, with Remainder to the Use of the First and every other Daughter successively according to Seniority of each Daughter of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail Male, so and in such Manner that the First and other Daughters successively of the elder of such Daughters (if more than One) of the said Lord *James Stuart*, and the Heirs Male of the Body and respective Bodies of such First and other Daughters, might be preferred to and take before the First and other Daughters of the younger of such Daughters of the said Lord *James Stuart*, and the Heirs Male of the Body and respective Bodies of such last-mentioned First and other Daughters, with Remainder to the Use of the First and every other Daughter successively according to Seniority of each Daughter of the said Lord *James Stuart* thereafter to be born during the said Testator's Life in Tail General, so and in such Manner that the First and other Daughters successively of the elder of such Daughters (if more than One) of the said Lord *James Stuart*, and the Heirs of the Body and respective Bodies of such First and other Daughters, might respectively be preferred to and take before the First and other Daughters of the younger of such Daughters of the said Lord *James Stuart*, and the Heirs of the Body and respective Bodies of such last-mentioned First and other Daughters, with Remainder to the Use of each Daughter of the Body of the said Lord *James Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of each Daughter of the Body of the said Lord *James Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail General, with Remainder to the Use of *Henry Lord Stuart de Decies*, and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Henry Lord Stuart de Decies*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Henry Lord Stuart de Decies*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Henry Lord Stuart de Decies* and his Assigns during his Life to take the Rents,
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Issues, and Profits of the same Premises for his and their own Use; and from and immediately after the Decease of the said *Henry Lord Stuart de Decies*, to the Use of each Son of the Body of the said *Henry Lord Stuart de Decies* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *Henry Lord Stuart de Decies* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *Henry Lord Stuart de Decies*, and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Henry Lord Stuart de Decies* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Henry Lord Stuart de Decies* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of *William Villiers Stuart* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *William Villiers Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *William Villiers Stuart*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *William Villiers Stuart* and his Assigns during his Life to take the Rents, Issues, and Profits of the same Premises for his and their own Use; and from and immediately after the Decease of the said *William Villiers Stuart*, to the Use of each Son of the said *William Villiers Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *William Villiers Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *William Villiers Stuart*, and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *William Villiers Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination and subject to the Uses and Estates therein-before limited

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in the same Premises as aforesaid, to the Use of each Son of the said *William Villiers Stuart* who should be born after the said Testator's Decease, successively according to Seniority in Tail Male, with Remainder to the Use of the said *Charles Villiers Stuart* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Charles Villiers Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Charles Villiers Stuart*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Charles Villiers Stuart* and his Assigns during his Life to take the Rents, Issues, and Profits of the same Premises for his and their own Use; and from and immediately after the Decease of the said *Charles Villiers Stuart*, to the Use of each Son of the Body of the said *Charles Villiers Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male; so and in such Manner that the elder of such Sons of the said *Charles Villiers Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each Son of the said *Charles Villiers Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Charles Villiers Stuart* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of *Henry Stuart* and his Assigns for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Henry Stuart*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Henry Stuart*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Henry Stuart* and his Assigns during his Life to take the Rents, Issues, and Profits of the same Premises for his and their own Use; and from and immediately after the Decease of the said *Henry Stuart* to the Use of each Son of the Body of the said *Henry Stuart* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of

of such Sons of the said *Henry Stuart* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *Henry Stuart*, and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Henry Stuart* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Henry Stuart* who should be born after the Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Henry Lord Stuart de Decies*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Henry Lord Stuart de Decies*, in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Henry Lord Stuart de Decies*, in Tail General, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *William Villiers Stuart*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *William Villiers Stuart*, in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *William Villiers Stuart*, in Tail General, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Charles Villiers Stuart*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Charles Villiers Stuart*, in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Charles Villiers Stuart*, in Tail General, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Henry Stuart*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Henry Stuart*, in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Henry Stuart*, in Tail General, with Remainder to the Use of *Elizabeth* the Wife of Captain *John Townshend*, and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any manner of Waste; and from and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Elizabeth Townshend*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Elizabeth Townshend*, upon trust by the Ways and Means aforesaid to preserve contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Elizabeth Townshend* and her Assigns during her Life to take the Rents, Issues, and Profits of the same Premises for her and their own Use;

Use; and from and immediately after the Decease of the said *Elizabeth Townshend*, to the Use of each Son of the Body of the said *Elizabeth Townshend* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *Elizabeth Townshend* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *Elizabeth Townshend*, and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Elizabeth Townshend* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Elizabeth Townshend* who should be born after the said Testator's Decease successively according to Seniority in Tale Male, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Elizabeth Townshend*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Elizabeth Townshend*, in Tail General, with Remainder to the Use of *Emily Frances*, Relict of the Honourable *Charles Abbott*, and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any manner of Waste; and immediately after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Emily Frances Abbott*, to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of the said *Emily Frances Abbott*, upon trust by the Ways and Means aforesaid to preserve the contingent Uses or Estates therein-after limited or devised from being defeated, but nevertheless to permit the said *Emily Frances Abbott* and her Assigns during her Life to take the Rents, Issues, and Profits of the same Premises for her and their own Use; and from and immediately after the Decease of the said *Emily Frances Abbott*, to the Use of each Son of the Body of the said *Emily Frances Abbott* born during the said Testator's Life, for and during the Term of his natural Life, without Impeachment of or for any manner of Waste; and after his Decease, to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male, so and in such Manner that the elder of such Sons of the said *Emily Frances Abbott* (if more than One), and his First and other Sons successively, and the Heirs Male of their respective Bodies, might be preferred to and take before the younger of such Sons of the said *Emily Frances Abbott*, and his or their Sons respectively, and the Heirs Male of their respective Bodies, with a Remainder immediately after the Estate for Life of each such Son of the said *Emily Frances Abbott* to the Use of the said *John Chetwynd Talbot* and *Charles Stuart*, and their Heirs, during the Life of such Son, but in trust for him and his Assigns, and by

by the Ways and Means aforesaid to preserve the contingent Remainders; and after the Failure or Determination of and subject to the Uses and Estates therein-before limited in the same Premises as aforesaid, to the Use of each Son of the said *Emily Frances Abbott* who should be born after the said Testator's Decease successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son successively according to Seniority of the said *Emily Frances Abbott*, in Tail General, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Emily Frances Abbott*, in Tail Male, with Remainder to the Use of the First and every other Daughter successively according to Seniority of the said *Emily Frances Abbott*, in Tail General, with Remainder to the Use of the Person or Persons who at the Time of the Failure or Determination of the Limitations aforesaid should be the Heir or Co-heirs at Law of the late Most Honourable *Charlotte Jane* Marchioness of *Bute* deceased, formerly the Honourable *Charlotte Jane Windsor* Spinster, and her or their Heirs and Assigns for ever; and the said Testator declared that the Hereditaments therein-before limited to the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, for the said Term of One thousand five hundred Years, were so limited to them upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations therein-after expressed, declared, and contained of and concerning the said Term; (that is to say,) upon trust that the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivors and Survivor of them, and the Executors or Administrators of such Survivor, did and should, with and out of the Rents, Issues, and Profits of the Hereditaments comprised in the said Term of One thousand five hundred Years, pay, at the Times and in manner herein-before appointed for the Payment thereof respectively, the several Annuities or yearly Sums of Money therein-before bequeathed, and also pay to his Executors therein-after named such Sum and Sums of Money as under the Directions therein-before contained they should have expended or incurred in enlarging and improving his said Mansion House called *Mount Stuart House*; and upon this further Trust, that they the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, did and should, with all convenient Speed after his Decease, by mortgaging or otherwise disposing of the Hereditaments comprised in the said Term of One thousand five hundred Years, or any of them, or any Part thereof, for the whole or any Part of the same Term, or by, with, and out of the Rents, Issues, and Profits of the same Hereditaments or any of them, or by bringing Actions against the Tenants or Occupiers of the said Premises or any of them, for the Rents then in arrear, or by One or more than One or by all of the aforesaid Ways and Means, or by any other reasonable Ways or Means, levy and raise, not only sufficient Sums of Money for the Purposes aforesaid, but also such further Sums of Money as should be sufficient, in connexion with the Monies to be raised by Sale of his Estates in the said Counties of *Bedford*, *Hertford*, and *Durham*, under the Trusts therein declared thereof, to discharge the several Debts therein-after directed to be

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paid out of the Proceeds of his said Estates in the Counties of *Bedford, Hertford, and Durham*, and to make the several Purchases in the Neighbourhood of *Cardiff Castle*, and to leave the clear Sum of Three hundred thousand Pounds to be applied in the Purchase of Real Estates of Inheritance in *Scotland* in manner therein-after directed to be done with the Monies to arise from the Sale of the said Estates in the Counties of *Bedford, Hertford, and Durham*, and did and should pay over the Monies to be raised for all or any of the Purposes aforesaid unto the Person or Persons, Trustee or Trustees under or by virtue of that his Will, or otherwise entitled to receive and be paid, or directed to pay, lay out, and invest, the respective Sums of Money aforesaid; and the said Testator thereby declared, that the Receipt or Receipts in Writing signed by such Person or Persons, Trustees or Trustee as aforesaid, respectively entitled to receive, or directed to pay, lay out, and invest, the respective Sums authorized to be raised as aforesaid, should be sufficient Receipt and Receipts for the Sums therein expressed to be received, to the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, provided that nothing in that his Will contained should give to any Person to whom any Debt or Sum of Money thereby directed to be raised might be owing as aforesaid any Lien upon the Hereditaments comprised in the said Term of One thousand five hundred Years, or any Part thereof, in respect of any such Debts or Sums of Money, or the Interest thereof; and the said Testator thereby further declared, that it should be lawful for the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, from Time to Time and at all Times during the Continuance of the Trusts of the same Term, to grant any Lease or Leases of all or any Part of the Hereditaments comprised in the said Term, and generally to manage, improve, and superintend the same, and to deal and contract with the Owners of the adjoining or neighbouring Estates, Railways, Canals, and Works, on the same Terms and with the same Powers and Authorities as the Trustees of the said Indenture executed by him the said Testator on the Twentieth Day of *February* One thousand eight hundred and forty-five, and therein-after referred to, were thereby authorized during his Life to grant Leases of the Hereditaments comprised in the said Term of One thousand five hundred Years, and to manage, improve, and superintend the same, and to deal and contract with such Owners as aforesaid; and the said Testator thereby further declared, that it should be lawful for the Trustees or Trustee for the Time being of the said Term, by all or any of the Ways and Means aforesaid, to raise any further Sum or Sums of Money beyond those therein-before authorized to be raised for the Discharge of all or any of the Powers lastly therein-before given, and for that Purpose to postpone, if necessary, the raising Money for the other Trusts of the said Term which might from Time to Time not have been discharged; provided always, and the said Testator did by his now reciting Will declare, that when the Trusts therein-before declared of or concerning the said Term of One thousand five hundred Years should be fully performed or satisfied, or become unnecessary or incapable of taking effect, and the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and each of them, their and each of their Executors, Administrators,

Administrators, and Assigns, should be fully reimbursed and satisfied all Costs, Charges, and Expenses (if any) to be occasioned by or relating to the Trusts thereby declared of the same Term (and which Costs, Charges, and Expenses they were thereby authorized and empowered to levy and raise by all or any of the Ways or Means aforesaid, and to retain accordingly,) the said Term of One thousand five hundred Years should, subject and without Prejudice to any Disposition or Dispositions which should have been made of the Premises comprised therein, or any Part thereof, in pursuance of the Trusts aforesaid, absolutely cease and determine; and the said Testator thereby expressly directed and declared, that the Acknowledgment in Writing of the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years that the Trusts of the same Term had been performed or satisfied, or had become unnecessary or incapable of taking effect, should be sufficient and conclusive Evidence thereof, and of the Cesser of the same Term, under the Proviso in that Behalf therein-before contained; provided always, and the said Testator thereby declared his Will to be, that it should and might be lawful for the said *John Chetwynd Talbot* and *Charles Stuart*, and the Survivor of them, and the Executors or Administrators of such Survivor, at the Request and by the Direction of any Person who for the Time being under the Limitations of that his Will should, or, being a Female under Coverture, would, if unmarried, be entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of his said Estates and Hereditaments in the County of *Glamorgan* therein-before limited in strict Settlement as aforesaid, as Tenant for Life, and should be of full Age, such Request and Direction to be testified by some Writing sealed and delivered by such Person in the Presence of and attested by Two or more credible Witnesses, and also from Time to Time during the Minority of any such Tenant for Life, and during the Minority of any Person who for the Time being should be entitled under the Limitations aforesaid to the Possession or the Receipt of the Rents, Issues, and Profits of the same Estates and Hereditaments, as Tenants in Tail Male or in Tail General by Purchase, or would for the Time being be so entitled if of full Age and unmarried, at the Discretion of them the said *John Chetwynd Talbot* and *Charles Stuart*, or the Survivor of them, or the Executors or Administrators of such Survivor, to dispose of and convey, either by way of absolute Sale or in exchange for or in lieu of other Hereditaments, to be situate somewhere in the said County of *Glamorgan*, all or any Part of his said Estates and Hereditaments in the said County of *Glamorgan* therein-before limited in strict Settlement as aforesaid (other than and except his said Capital Messuage or Mansion House called *Cardiff Castle*, and the Park, Garden, and Pleasure Grounds thereunto adjoining or belonging), and the Inheritance thereof, in Fee Simple, to any Person or Persons whomsoever, for such Price or Prices in Money, or for such an Equivalent or Recompence in Lands or Hereditaments, as to them the said *John Chetwynd Talbot* and *Charles Stuart*, or the Survivor of them, or the Executors or Administrators of such Survivor, should seem reasonable; and that for the Purpose of effectuating any such Sale or Exchange as aforesaid (but not for any other Purpose) it should be lawful for the said *John Chetwynd Talbot* and *Charles Stuart*,

Stuart, and the Survivor of them, and the Executors or Administrators of such Survivor, with such Consent or at such Discretion as aforesaid, by any Deed or Deeds or Instrument or Instruments in Writing, sealed and delivered by them or him in the Presence of and attested by Two or more credible Witnesses, absolutely to revoke, determine, and make void all and every or any of such Uses, Trusts, Powers, and Provisoes therein-before limited and declared, or to be limited or declared under any of the Powers therein-before contained, of or concerning the same Premises in the said County of *Glamorgan* thereby made saleable as aforesaid, or any Part or Parts, Parcel or Parcels thereof, (but subject and without Prejudice to any Lease or Leases which might have been made of the same Premises or any Part thereof under any of the Powers or Provisions in that Behalf therein-before contained, and also subject and without Prejudice to any Mortgage or Mortgages or other Disposition or Dispositions which might have been made of the same Premises or any Part or Parts thereof under the Trusts of the Term of Years therein-before limited, or under the Trusts of any Term or Terms of Years to be limited as therein-before was mentioned,) and by the same or any other Deed or Deeds, Instrument or Instruments in Writing, to limit, declare, direct, and appoint any Use or Uses, Estate or Estates, Trust or Trusts of the same Premises, or any Part or Parts, Parcel or Parcels thereof, which it should be thought necessary or expedient to limit, declare, direct, or appoint in order to effectuate any such Sale or Exchange as aforesaid, and also that upon any such Exchange as aforesaid it should and might be lawful for the said *John Chetwynd Talbot* and *Charles Stuart*, or the Survivor of them, or the Executors or Administrators of such Survivor, to give or receive any Sum or Sums of Money by way of Equality of Exchange, and also that upon Payment of the Money arising by Sale of the same Premises or any Part thereof, or to be received for Equality of Exchange as aforesaid, or any Part thereof, it should and might be lawful for the said *John Chetwynd Talbot* and *Charles Stuart*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sign and give Receipts for the same, and that such Receipts should be sufficient Discharges to the Person or Persons to whom the same should be given for the Money therein respectively acknowledged or expressed to be received, and that such Person or Persons, his, her, or their Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication, or be in anywise obliged or concerned to see to the Application thereof; and the said Testator appointed the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb* Executors of his said Will: And whereas the said *John Crichton Stuart* Marquess of *Bute* and Earl of *Dumfries* died on or about the Eighteenth Day of *March* in the present Year One thousand eight hundred and forty-eight, without having revoked or altered his said Will, leaving the Most Honourable *John Patrick Stuart*, the present Marquess of *Bute* and Earl of *Dumfries*, his only Child and Issue him surviving, an Infant of the Age of Six Months or thereabouts: And whereas the said Lord *James Stuart* had not, and has not had since the Date of the said Will of the said late Marquess of *Bute*,

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Death of the Marquess of Bute on the 18th March 1848, without revoking or altering his Will, leaving the present Marquess his only Child.

any other Issue except the said *James Frederick Dudley Crichton Stuart*, who has attained the Age of Twenty-one Years, *Herbert Crichton Stuart*, who is under the Age of Twenty-one Years, and *Mary Anne Frances Stuart*, who has attained the Age of Twenty-one Years, and neither of them the said *James Frederick Dudley Crichton Stuart*, *Herbert Crichton Stuart*, and *Mary Anne Frances Stuart* has or ever had any Issue: And whereas the said *Henry Lord Stuart de Decies* has not and never had any Issue: And whereas the said *William Villiers Stuart* has Issue Two Sons, *Henry John Richard Villiers Stuart* and *Dudley Villiers Stuart*, and Two Daughters, *videlicet*, *Gertrude Mary Amelia Villiers Stuart* and *Geraldine Villiers Stuart*, who are all under the Age of Twenty-one Years; and the said *William Villiers Stuart* has not and never had any other Issue except the said *Henry John Richard Villiers Stuart*, *Dudley Villiers Stuart*, *Gertrude Mary Amelia Villiers Stuart*, and *Geraldine Villiers Stuart*, none of whom has or ever had any Issue: And whereas the said *Charles Villiers Stuart* has not and never had any Issue: And whereas the said *Henry Stuart* has Issue Two Sons, *videlicet*, *Dudley Charles Stuart* and *John Windsor Stuart*, who are both under the Age of Twenty-one Years, and Two Daughters, *videlicet*, *Evelyn Stuart* and *Emily Catherine Stuart*, who are also both under the Age of Twenty-one Years; and the said *Henry Stuart* has not and never had any other Issue except the said *Dudley Charles Stuart*, *John Windsor Stuart*, *Evelyn Stuart*, and *Emily Catherine Stuart*, none of whom has or ever had any Issue: And whereas the said *Elizabeth Townshend* has Issue One Son, *videlicet*, *John Villiers Stuart Townshend*, who is under the Age of Twenty-one Years, and Three Daughters, *videlicet*, *Anne Maria Townshend*, who has attained the Age of Twenty-one Years, and *Elizabeth Clementine Townshend* and *Audrey Townshend*, who are both under the Age of Twenty-one Years; and the said *Elizabeth Townshend* has not and never had any other Issue except such One Son and Three Daughters, and One Son who died, none of whom has or ever had any Issue: And whereas the said *Emily Frances Abbott* has Issue One Son, *videlicet*, *Charles Stuart Aubrey Abbott*, who is under the Age of Twenty-one Years; and the said *Emily Frances Abbott* has not and never had any other Issue except such One Son; and the said *Charles Stuart Aubrey Abbott* has not and never had any Issue: And whereas by an Act of Parliament made and passed in the Ninth and Tenth Years of the Reign of Her Majesty Queen *Victoria*, intituled *An Act to empower the Taff Vale Railway Company to construct certain Branch Railways and Extensions, and to make Arrangements for the Use of certain Walls adjoining to the Bute Ship Canal*, after reciting the said Acts relating to the said *Taff Vale Railway Company*; and after reciting, among other things, that it would be attended with public and local Advantage if the *Taff Vale Railway Company* were authorized and empowered to make a Branch Railway from the Main Line of the said *Taff Vale Railway* to and along the East Side of the *Bute Ship Canal*, and if they were empowered to rent certain Lands and Wharfs connected with and adjoining the said Canal near to the Terminus of the said Railway at the Port of *Cardiff*, and to make Arrangements with the Owner of the said Canal for the shipping and unshipping of Goods and Materials

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conveyed or intended to be conveyed on the said Railway, and otherwise relating to such Lands and Wharfs, it was thereby (among other things) enacted, that it should be lawful for the said Company to make and maintain certain Branch Railways therein mentioned, and, among others, a Branch Railway from and out of the Main Line of the *Taff Vale* Railway at or near the Bridge passing over the Turnpike Road between *Cardiff* and *Newport* in the Parish of *Saint John the Baptist, Cardiff*, and terminating at or near the *Bute* Ship Canal, upon Land to be leased to them, as therein-after mentioned, on the East Side thereof, in the Parish of *Saint Mary, Cardiff*, and also certain Branch Railways or Sidings, with Staiths, Wharfs, Shipping Places; and other Works and Conveniences, in the said Parish of *Saint Mary, Cardiff*, for the Purpose of shipping Goods at the *Bute* Ship Canal, upon Land to be leased to them as therein-after mentioned; and after reciting, that certain Terms of Agreement had been entered into between the said late Marquess of *Bute* and the said Company touching the Use of certain Lands and Wharfs adjoining the said Canal; it was by the now-reciting Act further enacted, that it should be lawful for the said Company to take from the said late Marquess of *Bute*, his Heirs or Assigns, a Lease or Leases of such of the Lands and Wharfs belonging to the said late Marquess of *Bute*, situate on the Eastern Side of the *Bute* Ship Canal in the several Parishes of *St. John* and *St. Mary* at *Cardiff*, as might be required by the Company for the Purposes of the several Branch Railways, Staiths, Shipping Places, Works, and other Conveniences by the now-reciting Act authorized to be made thereon, and as the said late Marquess of *Bute*, his Heirs or Assigns, might have agreed to let to the said Company, and for such Term or Terms of Years, and for such annual Rent or Sum, Rents or Sums, or other Consideration, as should be or should have been mutually agreed upon between the said Company and the said late Marquess of *Bute*, his Heirs or Assigns, and as should in and by such Lease or Leases be reserved or made payable, subject to such Conditions and Stipulations as might be agreed upon and be inserted in such Lease or Leases, including a Condition of Re-entry for Nonpayment of the Rent or Rents, Sum or Sums, or other Consideration thereby to be reserved or made payable, or on Breach or Nonperformance of any of the Covenants, Conditions, or Agreements on the Part of the said Company therein to be contained; and it was thereby further enacted, that any Lease which might be granted by the said late Marquess of *Bute*, his Heirs or Assigns, should during the Continuance thereof entitle the said Company to the Use and Enjoyment of the Lands and Wharfs which might be thereby demised, with the Appurtenances, and to the Use and Exercise of all the Powers, Privileges, and Authorities which might be granted or transferred to them by such Lease or Leases respectively, and which are or might be used or exercised by the said late Marquess of *Bute*, his Heirs or Assigns, as the Owner or Owners of the said Canal, under or by virtue of the said Acts relating thereto, or otherwise howsoever, and that it should be lawful for the said Company, during the Continuance of the Lease or Leases so to be granted, to take, demand, and recover, of and from
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all Persons using the Wharfs and Premises to be comprised in and demised thereby respectively, all such and the same Wharfage and Lockage Duties, and other Rates and Charges, in respect of Goods and Vessels, as the said Company should for the Time being under such Lease or Leases be themselves liable to pay to the said late Marquess of *Bute*, his Heirs or Assigns, in respect of the same Goods and Vessels; and it was thereby further enacted, that it should be lawful for the said Company, and the said late Marquess of *Bute*, his Heirs or Assigns, to make, enter into, and execute any such Deeds, Contracts, or Agreements as they might think proper for effecting the Purposes aforesaid; and also for providing as to the Shipment and Unshipment of any Goods which should from Time to Time be conveyed upon or along any Part of the said Company's Railway, and as to the Sums to be paid to the said Marquess, his Heirs or Assigns, for and in respect of Wharfage and Lockage Duties, for Rates and Charges in respect of the Vessels in or out of which such Goods should be shipped or unshipped, and also as to the Shipment of Coals by the said Company, and the Rates to be charged by the said Company for the same, and otherwise for regulating the Use by the Company of the Lands, Wharfs, and Works to be held by them under the said late Marquess of *Bute* as aforesaid, and with such Covenants, Clauses, Provisions, and Conditions relating thereto as the said Company and the said late Marquess of *Bute*, his Heirs or Assigns, should mutually agree upon; and every Contract or Agreement heretofore entered into between the said Company, or the Directors thereof, and the said late Marquess, with reference to the Objects aforesaid, or any of them, should be as good, valid, and effectual as though the same had been entered into subsequently to the passing of the now-reciting Act: And whereas the said late Marquess of *Bute* and the said *Taff Vale* Railway Company, in the Lifetime of the said late Marquess, finally arranged and settled the Terms, Conditions, and Stipulations on which the said late Marquess should grant the Lease referred to in the last-recited Act of the said Company, and also the Powers, Privileges, and Authorities which should be granted or transferred to the said Company by such Lease, as mentioned or referred to in such Act, and, moreover, the proposed Deed for effecting such Lease and Agreement, and the other Purposes mentioned in the last-recited Act, together with the proper Covenants, Clauses, Provisions, and Conditions relating thereto, which were to be inserted and contained in such Deed, were mutually agreed upon between the said late Marquess and the said Company, and such proposed Deed was in the Lifetime of the said late Marquess finally settled for Execution, but the actual Execution thereof was prevented by the Death of the said late Marquess, and it is desirable that such Lease and Agreement should now be executed and effected in manner herein-after authorized and provided: And whereas the Estates of the said late Marquess of *Bute* in the County of *Glamorgan* contain valuable Mines of Coal, Ironstone, and other Minerals, Parts of which have been extensively wrought for many Years, and have been used in Manufactures of Iron, on which a large Population is dependent for Employment: And whereas the Lease of One of the Mining Districts of the said late Marquess

Estates of the Marquess of Bute contain valuable Minerals.

The Lease of One of the

Marquess

Mining Dis-
tricts expired
in May 1848,
and Progress
made for
granting new
Leases.

Power of
leasing given
by the Will
deficient to
carry out
Negotiations
commenced
by the late
Marquess,
and expe-
dient that
such Powers
should be
amended.

Marquess in the said County of *Glamorgan*, which has been extensively wrought as aforesaid, expired by Effluxion of Time in the Month of *May* last, and previous to the Death of the said late Marquess of *Bute* considerable Progress had been made in Negotiations for the Grant by the said late Marquess of *Bute* of new Leases of Portions of the said Mining District, and it had been agreed between the said late Marquess of *Bute* and the Persons with whom he was carrying on such Negotiations that a Clause or Condition should be inserted in such Leases that the Liability of the intended Lessees; their Heirs, Executors, and Administrators, under the Covenants to be contained in such Lease or Leases, should absolutely cease and determine, either upon their transferring their Estate and Interest in the Hereditaments and Premises to be demised to them to any other Person or Persons, to be approved of by the said late Marquess of *Bute*, his Heirs or Assigns, and upon such other Person or Persons entering into a Covenant binding himself, his or their Heirs, Executors, Administrators, and Assigns, to pay the Rents and observe and perform the Covenants contained in the Lease or Leases so transferred or assigned, and on the Lessee's Part to be paid, observed, and performed, or upon such Lessee or Lessees, his or their Heirs, Executors, or Administrators, giving to the said late Marquess, his Heirs or Assigns, Real Security for the Payment, Observance, and Performance of the same respectively: And whereas the Powers of leasing given by the said Will to the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, during the Continuance of the said Term of One thousand five hundred Years, with respect to the Hereditaments therein comprised, and the like Powers of leasing given to the Trustees for the Time being of the said Hereditaments in the Counties of *Bedford*, *Herts*, and *Durham*, with respect to such last-mentioned Hereditaments respectively, are not such as will authorize the inserting such last-mentioned Clause or Condition, or any similar Clause or Condition, in any Lease to be granted by them respectively: And whereas the Power to grant Mining Leases contained in the said Indenture of the Twentieth of *February* One thousand eight hundred and forty-five is not so expressed as to authorize the Lands to be thereby demised for Mining Purposes, and the Easements, Privileges, Rights, Liberties, and Authorities for working the Mines and Quarries, and manufacturing and otherwise dealing with the Fossils, Minerals, and other Substances to be got from or out of such Mines or Quarries, to be also used, applied, and extended to the working, manufacturing, and otherwise dealing with Fossils, Minerals, and other Substances got from or out of other Mines or Quarries, and mixed, used, or manufactured by the Lessees on the demised Premises along with the Produce of the Mines and Quarries so demised, and it is desirable that the Powers for granting Mining Leases herein-after contained should be substituted for the Powers in that Behalf given by the said recited Will: And whereas no Power is given under the said Will to grant Wayleaves, Watercourses, or other similar Easements or Privileges over, under, upon, or out of or with respect to the Estates thereby devised, or any of them: And whereas, in consequence of the said Hereditaments and Premises situate in the said

said County of *Glamorgan* being limited or devised to the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb* for a Term of One thousand five hundred Years only, and not in Fee Simple, they will not, by virtue of such Term or the Trusts thereof, be enabled to lease, manage, improve, and superintend the same, and to deal and contract with the Owners of the adjoining or neighbouring Estates, Railways, Canals, and Works on the same Terms and with the same Powers and Authorities as the Trustees of the said Indenture dated the Twentieth Day of *February* One thousand eight hundred and forty-five were thereby authorized to do out of and by means of the Fee Simple and Inheritance of the same Premises, during the Life of the said Marquess, and any Covenants entered into by any Lessees or Lessee or other Persons or Person with the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, in any Lease to be granted by them under the Trusts of the said Term of One thousand five hundred Years, would not run with the Reversion of the said Hereditaments and Premises, and enure for the Benefit of the Persons or Person seised, interested, and entitled of, in, and to the Freehold and Inheritance thereof, after the Cesser or other Determination of such Term of One thousand five hundred Years: And whereas, under the Circumstances aforesaid, it would be for the Advantage of the Parties beneficially interested in the Estates devised by the late Marquess of *Bute* that the Powers under the said Will of the late Marquess of *Bute* given to or vested in the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, and also the Powers under the same Will given to or vested in the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, their Heirs and Assigns, should be altered, extended, and amended in the Manner in this Act mentioned; but such Alteration, Extension, and Amendment cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb* 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 from and after the passing of this Act it shall and may be lawful to and for the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years created by the said recited Will of the said *John Crichton Stuart* late Marquess of *Bute*, as to the Hereditaments comprised in such Term, or any Part of such Hereditaments, from Time to Time and at any Time or Times during the Continuance of such Term, and also for the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and the Survivors and Survivor of them, and their and his Heirs and Assigns, or other the Trustees or Trustee for the Time being of the said Estates and Hereditaments in the Counties of *Bedford*, *Hertford*, and *Durham*, devised by the said Will as aforesaid, or any Part thereof, as to such last-mentioned

Power to
grant Mining
Leases.

[Private.]

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Estates

Estates and Hereditaments, or any of them, or any Part thereof, from Time to Time and at any Time or Times whilst the same shall remain unsold, by any Indenture or Indentures in Writing under their or his respective Hands and Seals or respective Hand and Seal, to be by them or him respectively sealed and delivered in the Presence of and to be attested by Two or more Witnesses, to limit or appoint, by way of Demise or Lease, all and every or any of the Pits, Mines, and Quarries, and Seams, Veins, Beds, and Strata of Coal, Lead, Copper, Ironstone, Limestone, and other Stone, Clay, Sand, and other Minerals, Fossils, and Substances found or discovered or which shall or may at any Time hereafter be found or discovered within, under, or upon any of the Hereditaments of which the Persons or Person granting or executing such Appointment by way of Lease shall respectively be such Trustees or Trustee aforesaid, and also so much and such Parts or Part of the same Hereditaments as may be thought proper or expedient to be demised therewith, unto any Person or Persons, for any Term of Years not exceeding Sixty Years, to take effect either in possession immediately upon the granting thereof, or within Twelve Calendar Months next after the granting thereof, and not otherwise in reversion or by way of future Interest, and either determinable or not determinable by Notice for that Purpose, as herein-after mentioned, and together with such Easements, Privileges, Rights, Liberties, Powers, and Authorities over, upon, under, out of, or with respect to all or any of the same Hereditaments respectively, for the Purpose of sinking and using Pits, making and maintaining and using Roads, Tramways, and Railways, erecting, building, using, occupying, maintaining, amending, and repairing Agents and Workmen's Houses, Steam Engines, Furnaces, Coke-ovens, and other Buildings, Works, and Conveniences, and working and using Limestone, Freestone, Clay, and Sand, making Bricks, or otherwise, as may be required by the Lessee or Lessees to use and work such Pits, Mines, and Quarries, and also for searching for, and winning, working, leading away, and disposing of and converting and manufacturing, such Seams, Veins, Beds, and Strata as aforesaid, and the Fossils, Minerals, and Substances to be got therefrom, either alone or together with any other such Seams, Veins, Beds, and Strata, Fossils, Minerals, and other Substances within, under, or upon or to be gotten from or out of any other Lands, Mines, or Quarries, in the most convenient and beneficial Manner, and as the aforesaid Persons or Person granting any such Lease or Appointment by way of Lease, shall deem proper or expedient to be granted therein respectively, and also for those Purposes respectively, or any of them, with full Liberty, Right, Power, Privilege, and Authority from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Water-gates, Gutters, and other subterraneous Works in and under the said several Hereditaments respectively of which the aforesaid Persons or Person granting any such Lease or Appointment by way of Lease shall respectively be such Trustees or Trustee as aforesaid, and to use all or any other lawful Ways and Means, as well for the finding, discovering, winning, working, getting, and raising the said Coal, Lead, Copper, Ironstone, Limestone, and other Stone, Clay, Sand, and other Minerals, Fossils, and

and Substances, as for draining or discharging or carrying away Water, foul Air, Stythe, and Stench from, forth, and out of the said Mines and Quarries, and any other Mines and Quarries whatsoever, and with sufficient Ground Room, Heap Room, and Pit Room for bringing to Bank, staking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Coal, Lead, Copper, Ironstone, Limestone, and other Stone, Clay, Sand, and other Minerals, Fossils, 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, either alone or together with any other Coal, Lead, Copper, Ironstone, Limestone, and other Stone, Clay, Sand, and other Minerals, Fossils, and Substances which shall proceed or be gotten from, forth, or out of any other Lands, and also with full and sufficient Way and Passage to and for the Lessee or Lessees respectively, and his and their respective Agents, Servants, and Workmen, from Time to Time during the Continuance of the Term or Terms of Years to be by such Limitations or Appointment by way of Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Waggons, Wains, and Carriages, all or any of the Coal, Lead, Copper, Ironstone, Clay, Sand, and other Minerals, Fossils, and Substances herein-before respectively mentioned and authorized to be worked and manufactured as aforesaid, and also full and free Liberty, Licence, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways, or framed Waggon-ways, Weighing Machines and other Machines, Conveniences, Devices, Inventions, or Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, laying, and placing of Agents and Workmen's Houses, Workhouses, Works, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and any other Works for the Time being, on the demised Premises, and for taking, leading, bringing, and carrying away the said Coal, Lead, Copper, Ironstone, Limestone, and other Stone, Clay, Sand, and other Minerals, Fossils, and Substances to be gotten from or out of the Mines and Quarries so demised, or from or out of any other Mines or Quarries, and the Articles and Things to be manufactured therefrom, and also to dig and get up Stones, Sod, Peat, Clay, or Spar for making, building, or repairing such Houses and other Buildings as aforesaid, and generally to do whatever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, smelting, and manufacturing of Minerals, Fossils, and other Substances, and for the manufacturing, bringing, and carrying away the same.

II. Provided always, and be it enacted, That from and after the passing of this Act it shall and may be lawful to and for the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years created by the said recited Will of the said

Power to
grant Leases
for the
Term of
99 Years.

said *John Crichton Stuart* late Marquess of *Bute*, as to the Hereditaments comprised in such Term, or any Part of such Hereditaments, from Time to Time and at any Time or Times during the Continuance of such Term, and also for the said Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and the Survivors and Survivor of them, and their and his Heirs and Assigns, or other the Trustees or Trustee for the Time being of the said Estates and Hereditaments in the Counties of *Bedford*, *Hertford*, and *Durham*, devised by the said Will as aforesaid, or any Part thereof, as to such last-mentioned Estates and Hereditaments, or any of them, or any Part thereof, from Time to Time and at any Time or Times whilst the same shall remain unsold, by any Indenture or Indentures in Writing under their or his respective Hands and Seals or respective Hand and Seal, to be by them or him respectively sealed and delivered in the Presence of, and to be attested by Two or more Witnesses, to direct or appoint by way of Demise or Lease any Wayleave or Wayleaves, Watercourse or Watercourses, or other Easements, over, under, upon, out of, or with respect to any Parts or Part of the aforesaid Hereditaments of which the Persons or Person granting or executing such Appointment by way of Lease shall respectively be such Trustees or Trustee as aforesaid, unto any Persons or Person, for any Term of Years not exceeding Ninety-nine Years, to take effect either in possession immediately upon the granting thereof or within Twelve Calendar Months next after the granting thereof, and not otherwise in reversion or by way of future Interest, and either determinable or not determinable by Notice for that Purpose as herein-after mentioned, and with such Privileges, Rights, Liberties, Powers, and Authorities for the Lessees or Lessee laying down, cutting, or forming, making, maintaining, and using any Railway or Railways, Watercourse or Watercourses, or other Easements or Easement, Works or Work, or otherwise in relation to the Premises, as the Persons or Person granting or making such Lease or Appointment by way of Lease shall think fit and proper to be inserted therein.

Certain Powers and Provisions may be inserted in such Leases.

III. Provided always, and be it enacted, That in every and any such Lease or Appointment by way of Lease to be granted under or by virtue of this Act as aforesaid it shall be lawful for the Persons or Person granting the same, if they or he shall think proper, to insert therein a Provision or Condition authorizing the Lessee or Lessees, his or their Executors, Administrators, or Assigns, to determine and put an end to any such Lease or Appointment by way of Lease, and the Term thereby granted, at the End of the First or any succeeding Year or Years, or any Series of Years, of such Term, upon delivering to the Persons or Person granting such Lease or Appointment by way of Lease, their or his Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being of the Premises comprised therein, some previous Notice in Writing, or by leaving or serving such Notice or Writing in some Manner to be specified and agreed for that Purpose in such Lease or Appointment by way of Lease, and also a Power for the Lessee or Lessees, his or their Executors, Administrators, and Assigns, to remove and take away all and any of the Steam Engines or other Engines, Furnaces, Buildings, and

and other Fixtures, Machinery, and Erections that may then have been placed by him or them on the demised Premises, and also a Clause or Condition that the Liability of the Lessee or Lessees, his or their Heirs, Executors, and Administrators, under the Covenants to be contained in any such Lease or Leases, shall absolutely cease and determine, either upon his or their transferring or assigning his or their Estate and Interest in the demised Premises to any other Person or Persons, to be approved for that Purpose, by some Writing or Writing, under the Hands or Hand of the Persons or Person granting the same, or other the said Trustees or Trustee for the Time being of the Premises therein comprised, and upon such other Person or Persons as aforesaid entering into a Covenant binding his or their Heirs, Executors, and Administrators to pay the Rents and Royalties and observe and perform the Covenants contained in the Lease or Leases so transferred or assigned, and on the Lessee's Part to be paid, observed, and performed, or upon such Lessee or Lessees, his or their Heirs, Executors, or Administrators, giving to the said Trustees or Trustee for the Time being Real Security for the Payment of the Rents and Royalties and Observance and Performance of the Covenants on the Lessee's Part contained in such Lease or Leases, such Real Security, and the Amount, Value, and Particulars thereof, either to be specified in the original Lease or Leases respectively, or to be afterwards agreed upon between the last-mentioned Trustees or Trustee for the Time being and the said Lessee or Lessees, his or their Heirs, Executors, or Administrators, when such Lessee or Lessees, his or their Executors or Administrators, shall transfer or assign his or their Estate and Interest in the demised Premises, and also all or any such other Powers, Agreements, and Clauses, whether of the same or the like Nature with those hereinbefore expressed, or differing therefrom, as may be thought reasonable or expedient by the Persons or Person granting such Lease or Appointment by way of Lease.

IV. Provided always, and be it enacted, That in every such Lease or Appointment by way of Lease to be granted under or by virtue of this Act as aforesaid there shall be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created such yearly or other Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations, whether by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same, but with Liberty on the granting of any such Leases or Appointments by way of Lease to take, if the Persons or Person granting the same shall think fit so to do, any Fine, Premium, or Foregift for the same; and in every such Lease or Appointment by way of Lease as aforesaid there shall also 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, shall be unpaid by the Space of Twenty-one Days, or some other reasonable Time, to be therein specified, and not paid, on Demand made, on or at any Time after the Expiration of such Twenty-

Rents, &c.
to be re-
served by
such Leases.

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one Days, such Demand to be made either personally on the Lessees or Lessee for the Time being, or by Notice in Writing affixed on some conspicuous Part of the demised Premises; and the respective Lessee or Lessees of or under such Leases or Appointments by way of Lease shall respectively execute Counterparts of all such Leases or Appointments by way of Lease as shall be made to them respectively, and enter into such Covenants and Agreements as the Person or Persons making such Leases or Appointments by way of Lease respectively shall judge expedient, for working and managing the demised Premises, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable.

Power to exercise certain other Powers of leasing.

V. Provided always, and be it enacted, That from and after the passing of this Act it shall and may be lawful to and for the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years created by the said recited Will of the said *John Crichton Stuart*, late Marquess of *Bute*, as to the Hereditaments, comprised in such Term or any Part of such Hereditaments, from Time to Time and at any Time or Times during the Continuance of such Term, to exercise all and every or any of the several other Powers of leasing (except that of granting Mining Leases), and all and any other Authorities relating to such other Powers of leasing which are expressed and contained in the aforesaid Indenture of the Twentieth of *February* One thousand eight hundred and forty-five, and thereby given to and made exerciseable by the Trustees or Trustee for the Time being of the same Indenture, during the Lifetime of the said late Marquess of *Bute*, and for that Purpose to make and execute from Time to Time any Grants, Demises, and Leases, or Limitations or Appointments by way of Grant, Demise, or Lease, and also any Agreements or Agreement for a Lease, which the Trustees or Trustee for the Time being of the last-mentioned Indenture might or could have made or executed for the same Purpose during the Lifetime of the said late Marquess: Provided always, that every Grant, Demise, and Lease, or Appointment by way of Grant, Demise, or Lease, which shall be executed by the said Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, whether in pursuance of the aforesaid Powers of granting Mining and other Leases under this Act, or in pursuance of the other Powers of leasing given to them or him, and contained or expressed by reference in the said Will of the said late Marquess, or any of such Powers respectively, shall, when executed, respectively take effect in such Manner in all respects as if such several Powers of leasing were respectively contained in the said Will, and thereby made exerciseable and operative by way of Appointment operating upon and out of the Freehold and Inheritance of the said Hereditaments and Premises, and not as and by way merely of an Estate or Interest derived out of the said Term of One thousand five hundred Years; and every such Grant, Demise, and Lease, or Appointment by way of Grant, Demise, or Lease, shall over-
reach

reach all and every the Limitations of the same Hereditaments and Premises contained in the said recited Will of the said late Marquess, to the same Extent and in the same Manner as if such Grant, Demise, or Lease were made by virtue and in exercise of a like Power of Appointment by way of Demise or Lease actually contained in such Will; and the yearly and other Rents and Royalties to be reserved and contained in and by any such Grant, Demise, or Lease, or Appointment by way of Grant, Demise, or Lease, and all the Covenants, Stipulations, and Agreements therein contained, shall, after the Cesser or other Determination of the said Term of One thousand five hundred Years, and in the meantime subject thereto and the Trusts thereof, be incident to and go along with the immediate Remainder or Reversion which for the Time being shall be next expectant on the Determination of such Term of One thousand five hundred Years, or would be so expectant if such Term were still subsisting.

VI. Provided always, and be it enacted, That it shall be lawful for the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivor of them, and the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years created by the said recited Will of the said late Marquess of *Bute*, by Indenture or Indentures under their or his Hands and Seals or Hand and Seal, to grant any Lease or Leases to the said *Taff Vale Railway Company* and their Successors, and to enter into any Agreement or Arrangement with them in pursuance of the said Act passed in the Ninth and Tenth Years of the Reign of Her Majesty Queen *Victoria*, in like Manner and to the same Effect, and with such and the same Powers, Privileges, and Authorities to the said Company and their Successors, and with, under, and subject to such and the same yearly and other Rents, Royalties, and other Reservations, Covenants, Clauses, Provisions, and Agreements relating thereto, as the said late Marquess might himself now do if still living; and upon the Execution of such Indenture or Indentures, the Grant or Demise, or Grants or Demises to be hereby made, and all Agreements, Stipulations, and Conditions therein to be contained on the Part of the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, or other the aforesaid Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, shall take effect in like Manner, to all Intents and Purposes, as if the same had been actually made or executed by the said Marquess immediately before his Decease; and all Covenants, Stipulations, and Agreements in any such Indenture or Indentures to be entered into and contained on the Part of the said Company, their Successors and Assigns, with the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, shall take effect in like Manner as if the same respectively had in the Lifetime of the said late Marquess, and immediately before his Decease, been entered into by the said Company for themselves, their Successors and Assigns with the said late Marquess, his Heirs and Assigns, and as if the Hereditaments and Premises to be comprised in such Indenture or Indentures had passed by the said recited Will, subject to the same and such Indenture or Indentures; and all such Covenants,

Leases may be granted to Taff Vale Railway Company.

Covenants, Stipulations, and Agreements therein to be contained as last aforesaid shall accordingly operate and enure, not only for the Benefit of the said *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, during the Continuance of the said Term of One thousand five hundred Years, but also for the Benefit of the Persons or Person who for the Time being shall under or by virtue of the aforesaid Will of the said Marquess of *Bute*, and the Limitations thereof, or otherwise, be seised, interested, or entitled of, in, or to the Freehold and Inheritance of the same Premises or any Part thereof; and every such Person shall and may, in his, her, and their own Name or Names, have and maintain his, her, and their Distress or Distresses, and Action and Actions of Debt or Covenant, and other Remedy and Remedies, upon or in respect of the same, against the said Company, their Successors and Assigns, and their Estates and Effects, in the same Manner and to the same Extent as if such Indenture or Indentures, Covenants, Stipulations, or Agreements, had respectively at the Time aforesaid been made and entered into with the said late Marquess, his Heirs and Assigns.

Power to confirm Leases granted under the Authority of Act.

VII. And be it enacted, That the said Trustee or Trustees for the Time being of the said Term of One thousand five hundred Years may from Time to Time confirm any Lease purporting to have been granted under the Authority of this Act, in any Case in which, for some technical Error, Informality, or Irregularity in or about making or executing the same, such Lease shall be or be apprehended to be void or voidable, and also, if thought fit, make any Lease or Leases, pursuant to the Provisions of this Act, in lieu of any Lease or Leases purporting to have been granted under the Authority of this Act, and being or apprehended to be void or voidable, and for any Term or Terms of Years not exceeding the then Residue of the Term or Terms purporting to have been granted by such Lease or Leases, and at or under the same Rent or Rents, Royalty or Royalties, and Reservations, as that or those reserved by such Lease or Leases; and also, if thought fit, may accept a Surrender of any then existing Lease or Leases granted or purporting to have been granted under the Authority of this Act, and grant any new Lease or Leases pursuant to the Provisions of this Act, or of the Tenements comprised in the Lease or Leases so surrendered, or any of them, either to the Person or Persons making such Surrender, or to any Person or Persons whomsoever approved by the said Trustees or Trustee, and either with or without any other Part of the Premises hereby authorized to be leased, and in the same Manner as if any Lease or Leases had not been previously made or executed concerning the same, but nevertheless any such Surrender shall not be valid to any Purpose whatsoever unless made by Deed, nor until such Deed shall have been executed by the said Trustees or Trustee; and every such Surrender shall have Operation only from the Time when such Deed shall have been executed by the said Trustees or Trustee, and the Person or Persons making such Surrender.

Sums of Money, Rents, &c.

VIII. And be it enacted, That all and every Sum and Sums of Money, Rent or Rents, Royalty or Royalties, and other Reservations to be reserved

reserved and made payable upon any Lease or Leases to be granted under the Authority of this Act by the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, shall be paid, applied, and disposed of in the Manner directed in and by the said recited Will of and concerning the Rents, Issues, and Profits of the Hereditaments comprised in the said Term.

to be applied
under the
Will of late
Marquess.

IX. And be it enacted, That the Receipt or Receipts of the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years, as to any Sum of Money, Rents, Royalties, and Reservations to be reserved or made payable in respect of any Hereditaments comprised in such Term of One thousand five hundred Years, and the Receipt or Receipts of the said Trustees or Trustee for the Time being of the said Estates and Hereditaments in the Counties of *Bedford*, *Hertford*, and *Durham*, as to any Sum of Money, Rents, Royalties, and Reservations to be reserved or made payable in respect of any such last-mentioned Estates and Hereditaments, shall be a sufficient and effectual Discharge or sufficient and effectual Discharges for the same, or for so much thereof respectively as in such Receipt or Receipts shall be expressed or acknowledged to be received, and that the Lessee or Lessees or other Person or Persons paying any such Monies and taking any such Receipt or Receipts as aforesaid shall not be bound to see to the Application, or be answerable for the Loss, Misapplication, or Nonapplication of the Monies therein mentioned and acknowledged to be received.

As to Re-
ceipts of
Trustees.

X. Provided always, and be it enacted, That the Powers of Sale and Exchange contained in the said recited Will, and thereby given to the said *John Chetwynd Talbot* and *Charles Stuart*, and the Survivor of them, and the Executors or Administrators of such Survivor, or any other Trustees or Trustee to be appointed in their or his Place, under or by virtue of the Powers or Authorities in that Behalf contained in such Will, and may from Time to Time and at any Time be exercised by them or him respectively at such Request and by such Direction or at such Discretion as in the said Will in that Behalf respectively mentioned, notwithstanding that any Tenant for Life or Tenant in Tail under the Limitations contained in the said Will, at whose Request and by whose Direction or during whose Minority such Powers would, if the said Term of One thousand five hundred Years were determined, be exerciseable, shall not, by reason of the Existence or Continuance of such Term of One thousand five hundred Years and the Trusts thereof, be entitled to the actual Possession or to the Receipt of the Rents and Profits of the Estates comprised in the said Term of One thousand five hundred Years, and notwithstanding that the Trustees or Trustee for the Time being of the said Term of One thousand five hundred Years shall under the said Will be then entitled to such Possession or Receipt, but every such Exercise of the said Powers of Sale and Exchange shall be made at such Request and by such Direction or at such Discretion as would from Time to Time be required if the said Term of One thousand five hundred Years and the Trusts thereof were then wholly determined.

As to Ex-
ercise of
Powers of
Sale and Ex-
change con-
tained in
Will of
Marquess of
Bute.

Power to
grant Leases
of Tenements
resumed.

XI. And be it enacted, That if the Possession of any Tenement comprised in any Lease granted under the Authority of this Act be at any Time resumed or recovered by virtue of or under any Power of Re-entry or other Provision contained in such Lease or otherwise, then and in every such Case the said Trustees and Trustee for the Time being of the said Term of One thousand five hundred Years may grant any Lease or Leases of the same Tenement or any Part thereof, under the Authority of this Act, as if any such Lease thereof had not been previously granted.

General
Saving of
Rights.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, other than and except the said present Marquess of *Bute* and Earl of *Dumfries*, and the Heirs of his Body, and the Heirs of the said Marquess, and all and every other Person and Persons to whom any Estate, Charge, Right, Title, or Interest of, in, to, out of, or upon all or any Part or Parts of the Manors Messuages, Lands, Tenements, and Hereditaments devised by the said recited Will shall have been given or have descended or devolved, or shall descend or devolve, under or by virtue of the same Will, all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the same Hereditaments respectively, and every or any Part or Parts thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

XIII. And be it 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.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1848.