



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. 6.

An Act for enabling Sales, Leases, and Mortgages to be made of certain Estates in the County of *York* heretofore belonging to *John Fullerton*.

[14th August 1848.]

WHEREAS *John Fullerton*, late of *Thrybergh Park* in the County of *York*, deceased, being or claiming to be seised in his Demesne as of Fee or otherwise well entitled to the Inheritance in Fee Simple of the Lands and Hereditaments in the Schedule to this Act annexed mentioned, by his said last Will and Testament in Writing, bearing Date on or about the Sixteenth Day of *April* One thousand eight hundred and thirty, and duly executed and attested as then required for devising Real Estate, and proved after his Death in the Prerogative Courts of *Canterbury* and *York*, willed and directed that all his just Debts (save only and except the Mortgage Debt of Nine thousand Pounds affecting his Estates in the County of *Kent*, and which he directed might continue a Charge thereon), Funeral and Testamentary Expenses, and likewise all Legacies given and bequeathed by that his Will, or which he might give and bequeath by any Codicil, might be fully paid and satisfied, by his Executors therein-after named, from and out of his Personal Estate and Effects (save only and except such Part thereof as he had therein-after given and bequeathed as Heirlooms in manner therein-

Will of John Fullerton, dated 16th April 1830.

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after expressed), and in case his said Personal Estate should be insufficient to satisfy and pay the same, then such Deficiency should be charged upon his Real Estates in the County of *York* (which included the said Lands and Hereditaments in the Schedule to this Act mentioned), which he did thereby charge and make liable accordingly; and (subject as therein-before was expressed, and also to the several Mortgage Incumbrances affecting the same,) he gave and devised all and every his Messuages, Cottages, Lands, Tithes, Hereditaments, and Real Estates situate, lying, and being in the County of *York*, of what Nature or Kind soever the same might be, and whether in possession, remainder, or reversion, (save only and except the Advowsons of *Thrybergh* and *Adwicke-le-Street*, which were therein-after specifically devised,) unto his good Friends *William Townsend* of *Doctors Commons* in the County of *Middlesex*, Proctor, and the Reverend *Edward James Townsend*, Rector of *Rawmarsh* in the said County of *York*, and their Heirs and Assigns for ever, but nevertheless to, for, and upon the Uses, Trusts, Intents, and Purposes, and under and subject to the Powers, Provisoos, Limitations, Declarations, and Agreements following; (that was to say,) to the Use of the said Testator's eldest Son *John Fullerton* (herein-after called *John Fullerton* the Son), and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (other than wilful Waste); and on the Determination of that Estate by any Means in the Lifetime of the said *John Fullerton* the Son, to the Use of the Reverend *Charles Wolff Eyre* of *Hooton Roberts* in the said County of *York*, and the Reverend *Jonathan Trebeck* of *Wath-upon-Dearne* in the said County of *York*, Clerk, and their Heirs, during the natural Life of the said *John Fullerton* the Son, upon the usual Trust to support contingent Uses; and from and immediately after his Decease, to the Use of the said Testator's Grandson *Thomas Gray Fullerton*, the then present only Son of the said *John Fullerton* the Son, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (other than wilful Waste); and on the Determination of that Estate by any Means in the Lifetime of the said *Thomas Gray Fullerton*, to the Use of the said *Charles Wolff Eyre* and *Jonathan Trebeck*, and their Heirs, during the natural Life of the said *Thomas Gray Fullerton*, upon the usual Trust to support contingent Uses; and from and immediately after his Decease, to the Use of the First Son of the Body of the said *Thomas Gray Fullerton* lawfully to be begotten, and to the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Thomas Gray Fullerton* lawfully to be begotten, severally, successively, and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and respective Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *John Fullerton* the

the Son lawfully to be begotten, severally, successively, and in remainder one after another, as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and respective Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body lawfully issuing being always to take before and to be preferred to the younger of such Sons and the Heirs Male of his Body lawfully issuing; and for default of such Issue, to the Use of the said Testator's Son *Weston Fullerton*, and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste (other than wilful Waste); and from and immediately after the Determination of that Estate by Forfeiture or otherwise in his Lifetime, to the Use of the said *Charles Wolff Eyre* and *Jonathan Trebeck*, and their Heirs, during the natural Life of the said *Weston Fullerton*, upon the usual Trust to support contingent Uses; and from and immediately after his Decease, to the Use of the First Son of the Body of the said *Weston Fullerton* lawfully to be begotten, and of the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Weston Fullerton* lawfully to be begotten, severally and successively and in remainder one after another as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and respective Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; and for default of such Issue, to the Use of the said Testator's Son *Arthur Fullerton* and his Assigns during the Term of his natural Life, without Impeachment of Waste (other than wilful Waste); and from and after the Determination of that Estate by Forfeiture or otherwise in the Lifetime of the said *Arthur Fullerton*, to the Use of the said *Charles Wolff Eyre* and *Jonathan Trebeck*, and their Heirs, during the natural Life of the said *Arthur Fullerton*, upon the usual Trust to support contingent Uses; and from and immediately after his Decease, to the Use of the First Son of the Body of the said *Arthur Fullerton* lawfully to be begotten, and the Heirs Male of the Body of such First Son lawfully issuing; and for default of such Issue, to the Use of the Second, Third, Fourth, and all and every other the Son and Sons of the Body of the said *Arthur Fullerton* lawfully to be begotten, severally and successively and in remainder one after the other as they and every of them should be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and respective Bodies of all and every such Son and Sons lawfully issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to be preferred to and to take before the younger of such Sons and the Heirs Male of his and their Body and respective Bodies lawfully issuing in Tail Male; and in default of such Issue, then the said Testator gave and devised the said Estates in *Yorkshire* unto the said *William Townsend* and *Edward James Townsend*, and their Heirs and Assigns, upon trust that the said *William Townsend* and *Edward James Townsend*,
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and the Survivor of them, and the Heirs and Assigns of such Survivor, should thereupon with all convenient Speed sell and dispose of the same, as therein expressed; and the said Testator did thereby will and direct, that his said Trustees or Trustee for the Time being should stand possessed of and interested in the Money to arise by all or any of such Sales in trust for and to be equally divided amongst his Four Daughters, *Anna, Elizabeth, Horatia Sophia,* and *Frances*, and the Issue of such of them as should have died leaving lawful Issue, such Issue to take *per stirpes* and not *per capita*; and the said Testator did thereby give and bequeath the Care and Guardianship of his Children who should be Minors until such of them as were Sons should respectively attain the Age of Twenty-one Years, and until such of them as were Daughters should respectively attain that Age or marry, unto the said *John Fullerton* the Son; and the said Testator thereby provided for the Appointment of new Trustees of his said Will in the Place of the said *William Townsend* and *Edward James Townsend*: And whereas the said Testator by a Codicil to his said Will, bearing Date on or about the Seventh Day of *March* One thousand eight hundred and thirty-six, appointed the said *John Fullerton* the Son sole Executor of his said Will: And whereas on or about the Nineteenth Day of *January* One thousand eight hundred and forty-seven the said *John Fullerton* deceased departed this Life a Widower, without having revoked or in anywise altered his said Will, except by the said Codicil, and without having revoked or in anywise altered his said Codicil: And whereas the said Will and Codicil were duly proved by the said *John Fullerton* the Son in the Prerogative Court of *York* on or about the Seventeenth Day of *December* One thousand eight hundred and forty-seven: And whereas the said *John Fullerton* the Son intermarried on or about the Twenty-seventh Day of *March* One thousand eight hundred and twenty-seven with *Louisa Skipwith*, and he had Issue by her the said *Thomas Gray Fullerton* his eldest Son, *Charles Garth Fullerton* his Second Son, and *Arthur George Fullerton* his Third Son, who are respectively Infants and Bachelors, and *John George Fullerton* and *Robert Fullerton*, who died shortly after their respective Births, and the said *John Fullerton* the Son hath not had any other Son: And whereas the said *Weston Fullerton* intermarried on or about the Eighth Day of *November* One thousand eight hundred and thirty-six with *Sarah Charlotte Trebeck*, and he had Issue by her *John Reginald Thomas Fullerton* his only Son, who is an Infant and a Bachelor, and he had not any other Son: And whereas the said *Weston Fullerton* departed this Life on or about the Twenty-third Day of *January* One thousand eight hundred and forty-three: And whereas by an Order of the High Court of Chancery, made on the Fifth Day of *July* One thousand eight hundred and forty-eight, the said *Sarah Charlotte Fullerton*, the Mother of the said *John Reginald Thomas Fullerton*, was appointed Guardian of her said Son: And whereas the said *Arthur Fullerton* is a Bachelor: And whereas the said *Anna Fullerton* intermarried, on or about the Sixth Day of *January* One thousand eight hundred and twenty-five, with *George Ramsden*, and she had Issue by him *George Thomas Ramsden* and *Frederick John Ramsden*, her Two Sons, who are respectively Infants and Bachelors, and One Daughter, *Frances Charlotte Ramsden*, who departed this Life in or about

Codicil, dated
7th March
1836.

about the Month of *June* One thousand eight hundred and forty-one, an infant Spinster, and the said *Anna Ramsden* had not any other Child: And whereas the said *Anna Ramsden* departed this Life on or about the Third Day of *August* One thousand eight hundred and thirty-seven: And whereas the said *Elizabeth Fullerton* intermarried, on or about the Twenty-fifth Day of *June* One thousand eight hundred and twenty-nine, with *Henry William Pickard*: And whereas the said *Horatia Sophia Fullerton* is still a Spinster: And whereas the said *Frances Fullerton* intermarried, on or about the Thirtieth Day of *July* One thousand eight hundred and forty-six, with the Reverend *Charles Smith* Clerk: And whereas the said devised Estates in the said County of *York* (which include the said Lands and Hereditaments in the Schedule to this Act annexed mentioned) are still subject to divers of the Debts charged thereon as aforesaid by the said recited Will, and now remaining unpaid, to the Amount of Sixty-two thousand Pounds or thereabouts: And whereas the said recited Will doth not contain any immediate express Power to sell the said Lands and Hereditaments, or to raise Money on Mortgage of the same, or any Power to grant Leases of the same: And whereas Parts of the said Lands and Hereditaments lie much intermixed with other Lands: And whereas other Parts of the said Lands and Hereditaments consist of several distinct Estates which could not be conveniently divided for the Purposes of Sale, and it will be advantageous that Power should be given to sell the whole or any Part of the same: And whereas there are within and under the said Lands and Hereditaments divers Mines and Minerals of considerable Value: And whereas it would be advantageous to the said *John Fullerton* the Son, and other the Persons interested and to become interested in the said Lands and Hereditaments under the Limitations and Trusts of the said recited Will, if Powers were given to the Trustees and Trustee for the Time being of the said recited Will to grant Mining and other Leases of the said Lands and Hereditaments, and also to raise on Mortgage of the said Lands and Hereditaments Money for discharging the said Debts charged thereon, and also to make Sales of the said Lands and Hereditaments, and if Provision were made for applying the Monies to be raised by such Mortgages and to be received from such Sales, or a sufficient Part thereof, in discharging such Debts, and also for investing the Residue of such Monies in the Purchase of other Estates, to be settled to the same Uses and upon the same Trusts as those to which the Lands and Hereditaments sold were subject; but such Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *John Fullerton* the Son (on behalf of himself and the said *Thomas Gray Fullerton*, *Charles Garth Fullerton*, and *Arthur George Fullerton*, his said infant Sons), the said *Sarah Charlotte Fullerton* (on behalf of her Son the said *John Reginald Thomas Fullerton*), the said *Arthur Fullerton*, the said *George Ramsden* (on behalf of the said *George Thomas Ramsden* and *Frederick John Ramsden*, his said infant Sons), the said *Henry William Pickard* and *Elizabeth* his Wife, the said *Horatia Sophia Fullerton*, and the said *Charles Smith* and *Frances* his Wife, 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

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Power for Trustees to sell Lands discharged from the Trusts of the Will.

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 the said Lands and Hereditaments in the Schedule to this Act annexed mentioned, with respective Rights, Members, and Appurtenances, shall be and the same are hereby vested in the said *William Townsend* and *Edward James Townsend*, their Heirs and Assigns for ever, upon trust that the said *William Townsend* and *Edward James Townsend*, and the Survivor of them, and other the Trustees and Trustee for the Time being of the said recited Will, (who are herein-after referred to as the Trustees and Trustee,) do and shall, at any Time or Times thereafter, for the Purposes herein-after expressed, absolutely make sale and dispose of all or any Part or Parts of the said Lands and Hereditaments, and the Inheritance in Fee Simple thereof, with the Rights, Members, and Appurtenances, either by public Auction or private Contract, or partly by public Auction and partly by private Contract, and subject to any ordinary or special Conditions of Sale, and generally in such Manner in all respects as the said Trustees and Trustee shall think fit, unto any Person or Persons, for the most Money that can be reasonably obtained for the same, with Liberty for the said Trustees and Trustee from Time to Time to buy in all or any Part thereof at any such Auction, and to rescind and vary the Contracts for Sale, and that either gratuitously or on such Terms as they and he shall think fit, and to resell as aforesaid, and to compel the specific Performance of the Contracts for Sale, and do and shall receive and give Receipts for the Purchase Monies, and convey and assure the Premises so sold unto and to the Use of the respective Purchasers thereof, their Heirs and Assigns, or to such Uses and in such Manner as they respectively shall appoint, freed and for ever discharged from all Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, and Incumbrances whatsoever which in or by or by virtue of or under the said recited Will are or shall be limited, expressed, or declared of or concerning or do or shall affect the same or any Part thereof respectively, and also freed and for ever discharged from the several Powers of leasing and incidental Powers by this Act created, but subject to such Reservations, Conditions, and Provisoos, if any, as to the said Trustees and Trustee shall seem fit.

Lands unsold to be subject to prior Uses.

II. Provided always, and be it enacted, That as to such of the said Lands and Hereditaments as for the Time being shall not have been sold in pursuance of this Act, the same shall, subject to the Provisions of this Act, and any Estates, Rights, and Interests created under such Provisions, continue subject to all the Estates, Limitations, Uses, Trusts, Powers, Provisoos, Conditions, Charges, and Incumbrances whatsoever which in or by or by virtue of or under the said recited Will are or shall be limited or declared of or concerning or do or shall affect the same or any Part thereof, as if this Act had not been passed, and the Rents, Issues, and Profits thereof, including all Surface and other Rents and Reservations on any Lease granted in pursuance of this Act, and which shall not be otherwise applied as herein directed, shall, except as herein-after otherwise provided, be received by the Persons for the Time being entitled thereto

thereto under or by virtue of the said recited Will, or be paid to them respectively by the said Trustees and Trustee.

III. Provided also, and be it enacted, That every such Sale shall take effect subject and without Prejudice to any Lease or other Deed which shall theretofore have been made or entered into in pursuance of the Provisions herein-after contained or any of them, and shall at the Time of such Sale affect the Lands and Hereditaments sold.

Sales to be
subject to
Leases.

IV. And be it enacted, That the said Trustees and Trustee may, at any Time or Times hereafter, by any Deed duly executed and attested, lease all or any Part or Parts of the said Lands and Hereditaments which for the Time being shall not have been sold in pursuance of this Act to any Person whomsoever, for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in possession within Three Calendar Months next after the making of the Lease, and not otherwise in reversion or by way of any future Interest, so that in every such Lease there be reserved and made payable the best improved yearly Rent which can at the Time of making such Lease be reasonably had for the same, and so that such Rent be made payable half-yearly or oftener, and so that every such Lease be made without taking any Fine or Foregift or anything in the Nature thereof for or in respect of the making of the same, and so that there be therein contained a Proviso for Re-entry on Nonpayment for Twenty-one Days of the Rent thereby reserved, and so that the respective Lessees be not made dispunishable for Waste, and enter into sufficient Covenants for the Payment of their respective Rents, and execute Counterparts of their respective Leases.

Power to
grant Rack-
rent Leases
for Twenty-
one Years
without Fine.

V. And be it enacted, That the said Trustees and Trustee may from Time to Time lease all or any of the Mines and Minerals already discovered or which shall at any Time hereafter be discovered in, under, or upon all or any Part or Parts of the said Land and Hereditaments which for the Time being shall not have been sold in pursuance of this Act, and either with or without any Buildings convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which such Mines and Minerals or any Part thereof respectively shall lie, and either with or without any Parts of the said Lands and Hereditaments which it may be convenient that any Lessee of such Mines or Minerals should for any Purposes of or connected with such Mines or Minerals have, use, or enjoy, unto any Persons, for any Term or Number of Years absolute not exceeding Fifty Years, to take effect in possession within Three Calendar Months next after the making thereof, and not otherwise in reversion or by way of other future Interest, and either with or without all or any of the Liberties, Licences, Powers, Authorities, Easements, and Privileges respectively herein-after expressed; (that is to say,) full and free Liberty, Licence, Power, and Authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said Mines and Minerals, and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels,

Power to
grant Mining
Leases.

Levels, Trenches, Sluices, Waygates, Gutters, Watergates, Water-courses, and other subterraneous and other Works, in, under, and upon any Parts of the said Lands and Hereditaments, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machines, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for finding, discovering, winning, working, getting, and raising the said Mines and Minerals from, forth, and out of the Mines, as for draining or discharging or carrying away Water, foul Air, Styth, or Stench from, forth, and out of the same, and full and free Liberty of Outstroke and Instroke into or from any adjoining or other Mines, Quarries, Pits, Shafts, or Workings, either for the Purpose of working the Mines or Minerals under the adjoining Lands, or for the Purpose of working the Mines and Minerals leased, or any of them, through the Mines, Quarries, Pits, Shafts, or Workings under any adjoining Lands; and full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing the Mines and Minerals, Rubbish and Refuse, which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the same Mines; or from or out of any Furnaces, Manufactories, Brick-kilns, Collieries, or other Works to be comprised in any such Lease, or to be erected or set up as aforesaid, or which may be raised or brought or imported from any other Mines, Lands, or Works; and full and free Liberty, Licence, Power, and Authority (so far as the said Trustees or Trustee may be competent to grant the same, and without Prejudice or Injury to the Rights of other Parties,) to have, use, and take all or any of the Water flowing or which shall or may flow or be made to flow in, upon, under, or over any of the said Lands and Hereditaments, and (without Prejudice as aforesaid) to turn and convert the same into the said Mines or Works, for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the working of the said Mines; and full and sufficient Wayleaves, Waterleaves, Roads, Paths, subterraneous and other Passages, Storeyards, and other Easements and Privileges, in, upon, out of, under, or over all or any Parts of the said Lands and Hereditaments, to and for the Lessee to be named in such Lease, his Executors, Administrators, or Assigns, and his and their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term to be by such Lease granted, to take, lead, carry away, and deposit, with or without Horses, Carts, Wains, Waggon, and Carriages, all or any of the Minerals, Rubbish and Refuse, to be wrought, won, or gotten in, from, forth, and out of the said Mines thereby leased; and full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses,hovels, Sheds, Lodges, Buildings, Erections, Engines, Furnaces, Forges, Foundries, Canals, Water-courses, Tramroads, Railways, or framed Waggonways, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways, Weighing and other Machines, Conveniences, Devices, Inventions, and Works whatsoever,

whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary, expedient, or convenient for the standing, lying, and placing of Workmen, Workhouses, Works, and Utensils, and for the working and carrying on of the Works of the said Mines, and for the taking, leading, or carrying away and depositing of the said Minerals, Rubbish and Refuse, whether produced from the Mines and Minerals leased, or from other Mines or Lands, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, and other Fences as shall or may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Lands adjoining thereto; and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Tramroads, Railways, Waggonways, and Weighing or other Machines, either on Terms agreed on or at his or their Will and Pleasure; and also to dig and get up Lime and other Stones, Sods, Peach, or Clay, for making or building such Houses or other Buildings as aforesaid; and Powers generally to do whatever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Minerals, and for manufacturing and carrying away the same, as the said Trustees or Trustee making such respective Lease shall deem it necessary or expedient to give or grant, and whether such Powers shall be of like Nature with the Liberties, Licences, Powers, Authorities, Easements, and Privileges respectively herein-before expressed, or of any different Nature; so as by every such Lease there be reserved and made payable during the Continuance of the Term thereby granted the best yearly Rent or other Rent or Rents in Money, to be paid annually, as can under the Circumstances of the Case be reasonably had for the Premises to be comprised therein, but nevertheless with or subject to any such Allowances in respect of or Deductions from any such Rent as shall be thought reasonable, and shall be in accordance with the Custom of the same County; and so as the same be made without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making of the same (such Covenants, Conditions, Provisoes, Reservations, and Restrictions as are hereby authorized not being considered in the Nature of a Fine, Premium, or Foregift); and so as in every such Lease there be contained a Condition or Power of Re-entry by the said Trustees and Trustee, and the Persons for the Time being entitled to the Reversion immediately expectant on the Determination of such Lease, or a Power for them respectively to make void or determine the same, in case the Rent thereby reserved, or any Part thereof, shall be unpaid within a reasonable Time, to be therein specified; and so as the Lease of the Lands to be leased with any Mines or Minerals, or to be given up for the Purposes of any such Wayleaves, Waterleaves, Railways, Tramroads, Watercourses, Sideways, Batteries, Cuts, Inclined Planes, or Storeyards, shall cease with the Lease of the same Mines or Minerals; and so as the respective Lessees execute Counterparts of their respective Leases, and enter into such Covenants and Agreements as the said Trustees or Trustee making such respective Leases shall deem expedient for working and managing the said Mines and Minerals, and for rendering

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the same as productive of Rent as Circumstances will permit, and for duly paying the Rent thereby reserved; and in and by such Leases respectively there may be reserved and contained any other Exceptions, Reservations, Covenants, Agreements, Provisoos, or Stipulations whatsoever which are usual in Leases granted of Mines in the same County, or which, though not usual in such Leases, shall or may be deemed necessary or expedient for providing for the due working and Management or for the advantageous letting of any Mines and Minerals so to be leased, or any Works belonging thereto, or for any other of the Purposes of this Act, so as that the same be not inconsistent with or tend to defeat the Effect of any of the Covenants or Provisions herein-before respectively directed to be inserted therein; and in and by any Lease to be granted under this present Power it may be agreed that the Lease shall be determinable by the Lessee, his Executors, Administrators, or Assigns, at any Time or Times to be in such Lease specified in that Behalf, on giving such Notice, not less than Twelve Calendar Months, of his or their Desire to determine the same, as shall be in such Lease prescribed, and on Payment, on or before the Expiration of such Notice, of all the Rents and other Sums of Money which shall have become previously and up to that Time payable by virtue of such Lease, yet so nevertheless that the Determination of any Lease by Notice as aforesaid shall not prejudice any Right of Action or other Remedy which at the Time of the Determination of such Lease may, in favour of or against the Lessee, his Executors, Administrators, or Assigns, or any of them, be, by reason of any Breach then already committed of any of the Covenants, Conditions, or Agreements, either on the Lessor's or Lessee's Part, in such Lease contained, subsisting; and it may in and by any such Lease be provided that such Lease may, with the Consent of the said Trustees or Trustee, be at any Time surrendered, in order to the granting to any Nominee of the Lessee, to his Executors, Administrators, or Assigns, to be approved by the said Trustees or Trustee, of a new Lease of all or any Part of the Premises comprised in the existing Lease, and either with or without any other Part of the said Lands and Hereditaments; and it may in any such Lease be stipulated that the Lessees shall expend a given Sum, or shall not be obliged to spend more than a given Sum, within any Time, to be in such Lease specified, in or about working or searching for any Mines or Minerals to be comprised in such Lease; and it may in and by any such Lease be agreed that all or any Questions which may arise touching the Construction, Effect, Incidents, or Consequences of the same or any of the Provisions thereof, or otherwise concerning the same, may be referred to and decided by Arbitration in such Manner as shall be agreed on.

Mining
Leases may
be added to,
explained,
and altered.

VI. And be it enacted, That the said Trustees and Trustee may from Time to Time enter into and accept any new Covenants, Stipulations, and other Provisions in relation to any Mines or Minerals leased as aforesaid, or any Lands and Hereditaments, Liberties, Licences, Powers, Authorities, Easements, or Privileges connected therewith, and from any Person for the Time being entitled to the Benefit of any Lease which shall have been made of such Mines or Minerals by virtue of this Act, and by way of
Addition

Addition to or Explanation or Alteration of all or any of the Covenants, Stipulations, or Provisions in such Lease contained, yet nevertheless so that such Lease shall, when so added to, explained, or altered, be conformable to the Provisions of this Act, and so that the Lessee execute a Counterpart of every Deed to be executed in pursuance of this present Provision.

VII. And be it enacted, That the said Trustees and Trustee may from Time to Time confirm any Lease or other Deed purporting to have been made by virtue of this Act, in any Case in which, for some technical Error, Informality, or Irregularity in making or executing the same, such Lease or other Deed shall be void or voidable, and also, if thought fit, may make any Lease, pursuant to the Provisions of this Act, in lieu of any void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent as was reserved by such void or voidable Lease, and also, if thought fit, may accept a Surrender or Relinquishment of any existing Lease or Tenancy of any Lands, Mines, Minerals, or other Hereditaments under the Authority of this Act leased, and make any new Lease, pursuant to the Provisions of this Act, of the Premises comprised in the Lease or Tenancy so surrendered or relinquished, either to the Person making such Surrender or Relinquishment, or to any other Person whomsoever, to be approved by the said Trustees or Trustee, and either alone or together with any other Part of the Lands, Mines, Minerals, and Hereditaments hereby authorized to be leased, in the same Manner as if any Lease had not been previously made concerning the same, yet so nevertheless that any Fine, Premium, or Foregift, or anything in the Nature thereof respectively, (any increased Rent not being considered in the Nature of a Fine, Premium, or Foregift,) shall not be taken for making any Confirmation or new Lease which shall be made under this present Provision: Provided always, that any Surrender or Relinquishment hereby authorized to be accepted, of any Lease or Tenancy shall not be valid to any Purpose whatsoever, until, if made by Deed, such Deed shall have been executed, and if made by Writing, such Writing shall have been signed, by the said Trustees or Trustee; and every such Surrender or Relinquishment shall have Operation only from the Time when such Deed or Writing shall have been executed or signed by the said Trustees or Trustee, and the Person making such Surrender or Relinquishment.

Defective Leases may be confirmed, and Surrenders may be accepted.

VIII. And be it enacted, That if the Possession of any Lands, Mines, Minerals, or other Hereditaments comprised in any Lease made under the Authority of this Act shall at any Time be resumed or recovered by virtue of or under any Power of Re-entry or other Provision contained in any such Lease, or otherwise, then and in every such Case the said Trustees and Trustee may make Leases of the same Lands, Mines, Minerals, or Hereditaments, under the Provisions of this Act, as if any such Lease thereof had not been previously made.

Hereditaments of which Re-possession may have been obtained may be again leased.

IX. And be it enacted, That any Lease to be made under the Authority of this Act shall not be void or invalid, or defeasible or questionable,

Conditions for Re-entry to be appor-tionable.

questionable, on the Ground that the Condition or Right of Re-entry for Nonpayment of Rent, or for Breach of all or any of the Stipulations, Covenants, and Agreements therein contained, shall be confined by any Terms restricting the same to the Part of the Premises leased where or in respect whereof such Nonpayment or Breach shall have happened, or by any other Terms restricting the Condition or Right of Re-entry to a Part only of the Premises thereby leased, and, notwithstanding the Avoidance of any Lease for any such Nonpayment or Breach as to Part only of the Premises thereby leased, the Condition or Right of Re-entry shall remain and be in full Force as to such Parts of the Premises as from Time to Time shall continue to be held under or by virtue of the same Lease, and for this Purpose every such Condition or Right shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in such Lease accordingly; and any Underlease of all or any Part of the Premises comprised in any Lease made under the Authority of this Act shall not be liable to Forfeiture, or to the Operation of any other Right of Re-entry, for Nonpayment of Rent or Breach of all or any of the Stipulations, Covenants, and Agreements in the original Lease contained, by reason of such Nonpayment or Breach, unless and except only so far as such Nonpayment or Breach shall happen with reference to the Premises comprised in such Underlease or some Part thereof; and any such Nonpayment or Breach, with reference to the Premises comprised in such Underlease, shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Underlease; and the Condition or Right of Re-entry in or under any such original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as that the same shall have a distinct or separate or exclusive Operation with respect to the Part comprised in such original Lease, as if instead of such original Lease comprising more than the same Part there had been a separate original Lease of the same Part alone.

Certificate to be Evidence of Counterparts.

X. And be it enacted, That the Certificate in Writing of the said Trustees or Trustee executing any Instrument to be made under the Authority of this Act, and of which a Counterpart is hereby required to be executed, acknowledging that they or he have or hath received a Counterpart of such Instrument, shall be full and complete Evidence of such Counterpart having been duly made and executed.

Power to raise Money by Mortgage.

XI. And be it enacted, That the said Trustees and Trustee may at any Time or Times hereafter borrow and take up at Interest on the Security of all or any Part of the said Lands and Hereditaments which for the Time being shall not have been sold under the Provisions of this Act, any Sums of Money not exceeding in the whole the Sum of Sixty-two thousand Pounds, and may, for securing the Repayment of such Sums, with lawful Interest, by any Deed, duly executed and attested, mortgage such Lands and Hereditaments to or for the Benefit of the Persons respectively advancing such Sums, and may make any such Mortgage either in Fee Simple or for any Term of Years or other Estate or Interest, or by procuring the
Transfer

Transfer of any Mortgage affecting such Lands and Hereditaments, or any Parts thereof, either with or without any further Advance thereon, and either with or without any additional Security on the Lands and Hereditaments comprised in the Mortgage so transferred, or on any other Part of the said Lands and Hereditaments, or in such other Manner as to the said Trustees and Trustee shall for the Time being seem most advantageous, and may give unto or vest in any such Mortgagee for the Time being, his Heirs, Executors, Administrators, or Assigns, or his or their respective Trustees, all such Powers (not being Powers of Sale), Remedies, and Authorities whatsoever, for better securing the Payment of and raising the Principal Money, Interest, and Costs to become due and payable upon his or their respective Mortgage Security, and otherwise in relation thereto, as to the said Trustees and Trustee shall seem reasonable: Provided always, that any Person advancing any such Money or interested under any such Mortgage shall not be bound to inquire as to the Necessity or Propriety of raising such Money or making such Mortgage, or as to how much of the said Sum of Sixty-two thousand Pounds has not or had not for the Time being been raised, or to see to the Application or be liable for the Misapplication or Non-application of such Money or any Part thereof.

XII. Provided also, and be it enacted, That any Mortgage made in pursuance of this Act, or anything therein contained, shall not prejudice or affect any of the Trusts, Powers, and Provisions in and by this Act respectively created and contained, but, notwithstanding any such Mortgage, the same Trusts, Powers, and Provisions shall respectively continue in full Force, and may respectively be executed, exercised, and enjoyed, as if such Mortgage had not been made, yet so that in the event of any Sale under the Provisions of this Act of any Part of the said Lands and Hereditaments comprised in or affected by any such Mortgage the Person for the Time being entitled to receive the Principal Money thereby secured shall be entitled to receive the Money arising by such Sale, or a competent Part thereof, in or towards Satisfaction and Discharge of his Mortgage Security, as the Case may be.

Mortgages not to prejudice the Trusts and Powers of the Act; but Mortgagees to be paid out of Purchase Monies.

XIII. Provided also, and be it enacted, That any such Sale or Lease or Mortgage shall not be made under the Authority of this Act of or concerning any Part of the said Lands and Hereditaments, except with the Consent in Writing of the Person or Persons who for the Time being shall, by or by virtue of or under the said recited Will, be, as Tenant or Tenants for Life or in Tail or in Fee, entitled to the Possession or the Receipt of the Rents and Profits of the same or any Part thereof, and for the Time being shall have attained the Age of Twenty-one Years, and shall be competent to give such Consent, and if such Person or any One or more of such Persons for the Time being so entitled shall for the Time being be under the Age of Twenty-one Years, then not without the Consent in Writing of the Guardian or Guardians of such Person or Persons, such Consent in every such Case to be given before the Completion of such Sale or Lease or Mortgage.

Consents to Sales, Leases, and Mortgages.

[Private.]

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XIV. Pro-

Consent not to form Evidence of Title.

XIV. Provided also, and be it enacted, That any such Consent shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of any such Sale or Lease or Mortgage.

Monies raised by Sales and Mortgages, and Rents on Leases, may be received in the first instance by the Trustees.

XV. And be it enacted, That the Monies to arise by any Sales and Mortgages made in pursuance of this Act, and the Rents to be reserved and made payable on any Leases granted under the Authority of this Act, may, and, if and when the said Trustees and Trustee shall so require, shall in the first instance be paid to and received by the said Trustees and Trustee, together with the Executor or Administrator for the Time being of the said Will; and the Receipts of the said Trustees and Trustee, and of such Executor or Administrator as aforesaid, and their and his Agents for the Time being respectively, duly authorized in Writing in that Behalf, for any of such Monies, shall from Time to Time be good and effectual Discharges for the Monies thereby expressed to be received, and the Purchasers, Mortgagees, Lessees, and other Persons so paying such Monies and taking such Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively.

Monies received on Sales and Mortgages, and Part of Mining Rents, to be paid into the Bank.

XVI. And be it enacted, That the Monies to arise by any Sales and Mortgages made in pursuance of this Act, and such Parts as herein-after provided of the Rents to be reserved and made payable on Leases for Mining Purposes granted under the Authority of this Act, shall be paid either by the Purchasers, Mortgagees, Lessees, or other Persons in the first instance liable to pay such Monies and Rents respectively, or in case the same respectively shall in the first instance have been received by the said Trustees or Trustee and Executor or Administrator as aforesaid, then by the said Trustees or Trustee and Executor or Administrator as aforesaid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of the Estates late of *John Fullerton*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of such Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Monies received on Sales and Mortgages to be applied in Discharge of Incumbrances, and Surplus to be paid into the Bank.

XVII. Provided always, and be it enacted, That the said Trustees and Trustee and Executor or Administrator as aforesaid may from Time to Time, by and out of the Monies raised by any Sales and Mortgages respectively made in pursuance of this Act, and received in the first instance by them and him, pay and satisfy the Costs and Expenses of and incident to such Sale and Mortgages respectively, and all, or such Part as to the said Trustees and Trustee and Executor or Administrator as aforesaid shall seem proper, of the said Debts by the said recited Will charged as aforesaid on the said Lands and Hereditaments, and other, if any, the Incumbrances for the Time being affecting the said Lands and Hereditaments, and shall

shall from Time to Time pay any Surplus of such Monies not required for such Purposes into the Bank, as herein-before directed.

XVIII. And be it enacted, That the Certificate of such Accountant General of the Payment into the Bank of any Monies hereby directed to be so paid, with the Receipt of One of the Cashiers of the Bank, to be thereunto annexed and therewith filed in the Register Office of such Court, shall from Time to Time be good and effectual Discharges for the Monies hereby directed to be so paid, or so much thereof as in such Certificates and Receipts respectively shall be expressed to be so paid; and the Purchasers, Mortgagees, Lessees, Trustees, and other Persons paying such Monies and taking such Certificates and Receipts respectively, and their respective Heirs, Executors, Administrators, and Assigns, shall not be afterwards obliged to see to the Application of such Monies, or be accountable for any Misapplication or Nonapplication of the same or any Part thereof respectively.

Certificates
and Receipts
for Monies
paid into the
Bank.

XIX. And be it enacted, That the Monies which shall be paid into the Bank as directed by this Act, or a competent Portion thereof, shall and may, upon Petition to be preferred to such Court in a summary Way by the said Trustees or Trustee, or by such One or more of the Persons who would be beneficially entitled for the Time being to the Possession or to the Receipt of the Rents and Profits of the Freehold Hereditaments to be purchased as herein-after directed, as for the Time being shall have attained the Age of Twenty-one Years, and by the Guardian or Guardians of such One or more of the Persons who would be so entitled as for the Time being shall be under the Age of Twenty-one Years, be applied by such Court in or towards the Discharge of the Costs and Expenses of and attending the obtaining and passing of this Act, and the Costs, Charges, and Expenses attending such Sales, Mortgages, and Leases respectively, and the Matters incident thereto, and the Execution of the several Powers and Provisions of this Act, and the Investments to be made in pursuance of this Act, and the Surplus of such Monies shall be laid out and invested, under the Order and Direction of such Court, in the Purchase of Freehold Hereditaments free from all Incumbrances (except Land Tax, Quit Rents, or such Outgoings and Payments), and the Freehold Hereditaments which shall be so purchased shall be conveyed, settled, and assured unto and to the Use of the said Trustees or Trustee, and their or his Heirs and Assigns, upon and for the Trusts, Intents, and Purposes of this Act, and shall after such Conveyance and Assurance thereof be vested in them respectively upon and for the same Trusts, Intents, and Purposes as if the same had been vested in them respectively by this Act, and, subject and without Prejudice to such Trusts, Intents, and Purposes, shall be subject to all the Uses, Trusts, Intents, Purposes, Powers, and Provisions of the said recited Will now affecting the said Lands and Hereditaments, or as near thereto as the Deaths of Parties and other Circumstances may admit.

Application
of such
Monies.

XX. And be it enacted, That all Monies which shall be paid into the Bank as directed by this Act shall, in the meantime and until the

Interim In-
vestment of
such Monies.

the same shall be invested in such Purchases, or otherwise applied, under the Direction of such Court, from Time to Time be laid out in the Purchase of Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall be laid out, in the Name of such Accountant General, in the Purchase of other Exchequer Bills; provided always, that such Court may make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of such Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange, and in that event the Interest of the new Bills shall be laid out as before directed with respect to the Interest of the old Bills which are respectively paid off; provided also, that all such Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank in the Name of such Accountant General, and shall there remain until proper Purchases be found and approved as herein-before directed; and until the same shall, upon Petition setting forth such Application, to be preferred to such Court in a summary Way by the said Trustees or Trustee, or such other Persons as aforesaid, be ordered to be sold by such Accountant General for completing such Purchases in such Manner as such Court shall think just and direct; provided also, that if the Money arising by the Sale of such Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out, then and in that Case only the Portion which shall remain after the deducting the Amount of the original Purchase Money, and after discharging the Expense of the Applications to such Court, shall be paid to such Person or Persons respectively as would for the Time being have been entitled to receive the Rents and Profits of the Freehold Hereditaments hereby directed to be purchased in case the same had been purchased with such original Purchase Money, pursuant to this Act, or the Representatives of such Person or Persons, as Part of his, her, or their Personal Estate.

General Ap-
plication of
Rents re-
ceived on
Mining
Leases.

XXI. And be it enacted, That there shall be paid from Time to Time into the Bank of *England*, as herein-before provided, One equal Fourth Part of the Rents received in respect of any Leases for Mining Purposes granted under the Authority of this Act, and to the Mortgagees or other Persons for the Time being entitled thereto, according to the Provisions of this Act, the remaining Three equal Fourth Parts of such Rents.

Sales, Leases,
Mortgages,
and Deeds to
bind all Per-
sons inter-
ested.

XXII. And be it enacted, That every Sale, Lease, Mortgage, Deed, Act, and Thing whatsoever which shall be made, done, and executed respectively in pursuance of this Act shall be absolutely valid and binding, at Law and in Equity, upon all Persons for the Time being claiming, by or by virtue of or under the said recited Will, any Estate, Interest, Right, or Charge, at Law or in Equity, in, upon, to, or affecting the Premises comprised in or affected by such Sale, Lease, Deed, Mortgage, Act, and Thing respectively, or any Part thereof.

XXIV. And

XXIII. And be it enacted, That all the Costs and Expenses of and attending the obtaining and passing of this Act shall be defrayed out of the first Monies applicable thereto which shall arise by any Sales or Mortgages made under the Authority of this Act, and be received by the said Trustees and Trustee; and in case any Person interested in the said Lands and Hereditaments shall advance the Amount necessary for defraying in the first instance such Costs and Expenses, such Amount, with Interest thereon after the Rate of Five Pounds *per Centum per Annum* from the Time or respective Times of the Advance thereof, shall be repaid to such Person, his Executors, Administrators, or Assigns, out of such Monies.

Expenses of Act.

XXIV. Provided also, and be it enacted, That any of the said present or of the future Trustees of the said recited Will, shall not be answerable or accountable for the other or others of them, or for involuntary Losses; and that they and he respectively may, by and out of any Money which shall come to their or his Hands by virtue of this Act, retain to and reimburse themselves and himself respectively all the Costs, Charges, and Expenses not therein particularly provided for which they and he respectively may incur or sustain in or about carrying this Act into execution.

Provision for the Indemnity of the Trustees.

XXV. Provided also, and be it enacted, That this Act or any thing therein contained shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers created by the said recited Will, except only so far as the same respectively may be defeated or affected as regards the said Lands and Hereditaments, or any of them, or any Part thereof respectively, by the Exercise or Execution of any of the Powers by this Act created.

Powers of the recited Will not to be affected.

XXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *John Fullerton* the Son, his Heirs and Assigns, and the said *Thomas Gray Fullerton* and his Assigns, and the First and other Sons of the Body of the said *Thomas Gray Fullerton*, and the Heirs Male of their respective Bodies, and the said *Charles Garth Fullerton* and the Heirs Male of his Body, and the said *Arthur George Fullerton* and the Heirs Male of his Body, and all and every other Son and Sons of the said *John Fullerton* the Son, and the Heirs Male of the Body or respective Bodies of such other Son and Sons, and the said *John Reginald Thomas Fullerton* and the Heirs Male of his Body, and the said *Arthur Fullerton* and his Assigns, and all and every Son and Sons of the said *Arthur Fullerton*, and the Heirs Male of the Body or respective Bodies of such Son and Sons, and the said *George Thomas Ramsden*, his Heirs, Executors, Administrators, and Assigns, and the said *Frederick John Ramsden*, his Heirs, Executors, Administrators, and Assigns, and the said *Henry William Pickard*, his Executors, Administrators, and Assigns, and the said *Elizabeth Pickard*, her Heirs, Executors, Administrators, and Assigns, and her lawful Issue, and the said *Horatia Sophia Fullerton*, her Heirs, Executors, Administrators, and Assigns, and her lawful Issue, and the said *Charles*

General Saving.

[Private.]

a a

Smith,

Smith, his Executors, Administrators, and Assigns, and the said *Frances Smith*, her Heirs, Executors, Administrators, and Assigns, and her lawful Issue, and the said *William Townsend* and *Edward James Townsend*, their Executors, Administrators, and Assigns, and their respective Cestuisque Trust, and the said *Charles Wolff Eyre* and *Jonathan Trebeck*, and their Heirs, and their respective Cestuisque Trust, and all other Persons to whom any Estate, Right, Title, or Interest, or any Charge, Claim, or Demand, of, in, to, out of, upon, or affecting the said Lands and Hereditaments in the said Schedule to this Act annexed mentioned, or any of them, or any Part or Share of or in the same respectively, is or hath been devised, limited, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of or under the said recited Will,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the same Lands and Hereditaments, or any of them, or any Part or Share of or in the same respectively, as they, every or any of them, had before the passing of this Act, or could or might have enjoyed in case this Act had not been passed.

Interpreta-
tion of Act.

XXVII. And be it enacted, That the following Words and Expressions shall in this Act (except where such Construction shall be repugnant to or inconsistent with the Subject Matter or the Context) have the several Meanings hereby assigned to them respectively; (that is to say,)

Words importing the Masculine Gender shall include the Feminine :
Words importing the Singular Number only shall extend to several Persons or Things as well as to one Person or Thing :

Words importing the Plural Number only shall extend to one Person or Thing as well as to several Persons or Things :

“Lands” shall mean Lands, Buildings, Mines, Minerals, Tithes, and Hereditaments of whatsoever Nature or Tenure :

“Buildings” shall mean Houses, Outhouses, Manufactories, Warehouses, Storehouses, Workshops, Mills, Forges, Stables, Coach-houses, Canals, Docks, Basins, Ponds, Pools, Wharfs, Quays, Staiths, Piers, Jetties, and other Erections, Edifices, Structures, Buildings, Works, and Conveniences, of whatsoever Sort or Description :

“Mines” shall mean Mines, Pits, Delves, Quarries, Beds, Veins, Seams, Layers, Strata, and Lodes of Coal, Cannel, Slack, Copper, Iron, Ironstone, Lead, Tin, Marble, Stone, Gravel, Clay, Sand, Earth, and all other Metals, Minerals, Ores, Fossils, and Substances, of whatsoever Sort or Description :

“Minerals” shall mean all Coal, Cannel, Slack, Copper, Iron, Ironstone, Lead, Tin, Marble, Stone, Gravel, Clay, Sand, Earth, Metals, Minerals, Ores, Fossils, and Substances, of whatsoever Sort or Description :

“Lease” shall include all Sets and Licences for Mining Purposes whatsoever :

“Lessees” shall include Grantees of Sets and Licences for Mining Purposes :

“Rent” shall include all Tolls, Duties, Royalties, and Reservations respectively reserved by Leases for Mining Purposes.

XXVIII. And

XXVIII. 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.

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

The SCHEDULE to which the foregoing Act refers ;
 Comprising such Parts of the Estates devised by the Will of John
 Fullerton as are situate in the County of York.

The Manor of Brinsforth otherwise Brinsford otherwise Brinsworth, in the Parish of Rotherham.

Messuages, Farms, Lands, Tithes, and Hereditaments in the Townships of Brinsworth aforesaid, of Tinsley, in the Parishes of Rotherham and Whiston, containing 557 A. 1 R. 7 P., more or less.

The Manor of Deneby otherwise Denaby in the Parish of Mexborough.

Messuages, Farms, Lands, Tithes, and Hereditaments in the Township of Denaby and Parish of Mexborough aforesaid, containing 1,036 A. 0 R. 32 P., more or less.

Messuages, Farms, Lands, Tithes, and Hereditaments in the Parishes of Thribergh and Hooton Roberts, and in the Townships of Great Dalton and Little Dalton in the Parishes of Thribergh and Rotherham, and also in the Parishes of Mexborough and Conisborough, containing 221 A. 2 R. 16 P., more or less, and all other the Manors, Messuages, Lands, Tithes, and Hereditaments whatsoever (if any) late of the said John Fullerton the Testator within the said County of York which passed by the Will of the said John Fullerton, with all and singular the Courts, Liberties, Rents, Royalties, Rights, Members, and Appurtenances to the same or any of them appertaining.

W^m Newman.

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