



ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 7.

An Act to enable Leases for Mining Purposes to be granted to *Anthony Hill* Esquire of Parts of the Estate situate in the Parish of *Merthyr Tydvil* in the County of *Glamorgan*, devised by the Will of the Right Honourable *Other Archer* Earl of *Plymouth*, deceased; and for other Purposes.

[28th July 1849.]

WHEREAS by an Indenture of Lease bearing Date on or about the Fourteenth Day of *December* One thousand seven hundred and sixty-three, and made or expressed to be made between the Right Honourable *Other Lewis Windsor Hickman* Earl of *Plymouth* of the one Part, and *Isaac Wilkinson*, Iron Master, and *John Guest*, Iron Master, of the other Part, the said Earl of *Plymouth* did demise, grant, and to farm let unto the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, and Assigns, amongst other similar Liberties, Privileges, and Licences in and over other Lands in the same Indenture mentioned, the Power, Liberty, Privilege, and Licence to set up, erect, and build in and upon any Part or Parts of the Lands, Tenements, or Estate of the said Earl of *Plymouth* situate in the Parish of *Merthyr Tydvil* in the

Indenture of Lease from Other Lewis Windsor Hickman Earl of Plymouth to Isaac Wilkinson and John Guest, dated 14th Dec. 1763.

[Private.]

S S

County

County of *Glamorgan* such and so many Furnaces, Forges, and Mills, Engines, Storehouses, Coalhouses, Yards, Courts, Edifices, and Buildings, for the placing and keeping of Ore, Coal, Coke, and Charcoal, and the making and manufacturing of Iron, as the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, or Assigns, should think fit, proper, and convenient, and also such Liberties and Privileges with respect to Water as therein mentioned, with full and free Liberty, Licence, and Authority to and for the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, or Assigns, to bore, try, search, work for, raise, and land all such Coals and Culm, Iron Ore and Iron Mine, as should or might be found or were then opened in, upon, or under all or any of the Lands, Tenements, or Estate of the said Earl of *Plymouth* situate in the said Parish of *Merthyr Tydvil*, and whereof no Lease was then subsisting, and if such Lease was then subsisting then only from the Expiration thereof, and for the Purpose aforesaid to dig and sink all such Pits, Grooves, Levels, Adits, Drains, Shafts, Trenches, Channels, and other Works whatsoever as should be thought necessary or convenient to the working thereof, and to convert any Water and Watercourses thereon found or to be found for the better raising, working, winning, or landing of the said Coals, or Iron Ore or Iron Mines, and for draining or carrying off any Waters that might be hurtful or prejudicial, or might be necessary for the scouring or cleansing thereof, and to take and carry away all such Coals and Culm, Iron Ore and Iron Mine, so found on the Lands and Estate of the said Earl of *Plymouth* as the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, and Assigns, should use, burn, melt, and smelt at the said Furnaces, Forges, Mills, and Ironworks so to be erected on the Lands and Estate of the said Earl of *Plymouth*, or his Heirs or Assigns, in the said Parish of *Merthyr Tydvil*, and with full and free Liberty, Licence, and Authority to and for the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, and Assigns, to dig, have, and take for their own Uses from and out of any Part or Parcel of the Lands and Tenements of the said Earl of *Plymouth* and his Heirs in the said Parish such and so much Clay, Sand, and Limestones, Quarrystones and other Stones, as should be necessarily used in and about the building or erecting of such Furnaces, Forges, Mills, Edifices, or other Buildings, or in the making or manufacturing of Iron, with full and free Liberty of Ingress, Egress, and Regress to and for the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, and Assigns, and their Servants and Workmen, at all Times to go, pass, and repass during the Term thereby granted, with Horses, Carts, and Carriages, to and from and over the same, and for that Purpose to make any Roads as therein mentioned (except and always reserved out of the said Demise and Grant unto the said Earl of *Plymouth*, his Heirs and Assigns, all Coal, Culm, Iron Ore and Iron Mine, Clay and Sand, and all Quarries of Stone and Slate, which should be over and above supplying the said Ironworks, and all Veins and Mines of Tin, Lead, Copper, and all other Mines and Minerals whatsoever, and all Springs of Salt Brine and Copperas, and all Veins of Marl, Peat, and Turf), to hold the same Powers, Privileges, and Authorities unto the said *Isaac Wilkinson* and *John Guest*, their Executors, Administrators, and Assigns, from the First Day of *May* One thousand seven hundred and sixty-five, for the Term

Term of Ninety-nine Years from thence next ensuing, subject to the Rent of Sixty Pounds, payable as therein mentioned to the said Earl of *Plymouth*, his Heirs and Assigns, and subject to the Payment of Compensation to the respective Tenants of the said Earl of *Plymouth*, his Heirs and Assigns, as in the same Indenture is mentioned, and subject to the Covenants, Conditions, and Agreements therein contained, and on the Part of the Lessee to be observed and performed:

And whereas the said *Other Lewis Windsor Hickman* Earl of *Plymouth*, in the Manner then required by Law for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing Date on or about the Fourteenth Day of *June* One thousand seven hundred and sixty-three, and thereby gave and devised unto the Right Honourable *Francis* Earl of *Hertford* and the Honourable *Edwin Sandys* Esquire, eldest Son of the Right Honourable *Samuel* Lord *Sandys*, and to the Executors of his said Will therein-after named, all and singular his Manors, Messuages, Lands, Tenements, and Estates situate, lying, or being in the said County of *Glamorgan*, whereof he was seised or possessed, or wherein he was interested, or whereunto he was in anywise entitled in possession, remainder, or reversion, with their and every of their Rights, Royalties, Members, and Appurtenances, to hold unto the said *Francis* Earl of *Hertford* and *Edwin Sandys*, and his Executors therein-after named, their Heirs, Executors, and Administrators, according to the Nature and Quality of his said several Estates in the said County of *Glamorgan* respectively, upon certain Trusts for raising Monies by Sale or Mortgage for the Purposes in the same Will mentioned, and which have long since been performed or become unnecessary, and upon further Trust, after the same should be all fully satisfied and answered in the Manner in the same Will mentioned, to convey and assure all and singular his said Manors, Messuages, Lands, Tenements, and Estates in the said County of *Glamorgan*, or such of them as should remain unsold, subject nevertheless to such Charges as might have been laid upon them in the Execution of his said Will, and in the meantime should stand seised and possessed of the said Manors, Messuages, Lands, Tenements, and Estates to the Use of and in trust for the First Son of his the said Testator's Body by *Katherine* Countess of *Plymouth* begotten or to be begotten, in Tail Male, with divers Remainders over; and the said Testator appointed *Thomas* Lord *Archer* and the said Earl of *Hertford* and *Edwin Sandys* Executors of the said Will: And whereas the said *Other Lewis Windsor Hickman* Earl of *Plymouth*, in the Manner aforesaid, signed and published a Codicil to his said Will bearing Date the First Day of *June* One thousand seven hundred and sixty-seven, and thereby confirmed his said Will so far as related to the said Estates in the County of *Glamorgan*; and the said Testator directed that the Honourable *Andrew Archer*, eldest Son and Heir Apparent of the said *Thomas* Lord *Archer*, should be One of the Executors of his Will jointly with the said Lord *Archer* and the said Earl of *Hertford* and *Edwin Sandys*: And whereas the said *Other Lewis Windsor Hickman* Earl of *Plymouth* departed this Life on or about the Twentieth Day of *April* One thousand seven hundred and seventy-one, without revoking his said Will, otherwise than the same was revoked by the said Codicil, and without revoking the said Codicil,

Will of Other Lewis Windsor Hickman Earl of Plymouth, dated 14th June 1763.

Codicil to the Will of said Earl of Plymouth, dated 1st June 1767.

Death of Testator, leaving Other Hickman Earl of Plymouth.

Lease and Release from Other Hickman Earl of Plymouth, dated 9th and 10th July 1777.

Settlement on the Marriage of Other Hickman Earl of Plymouth, dated 19th and 20th May 1788.

Codicil, and leaving *Other Hickman* (who upon the Decease of his said Father became Earl of *Plymouth*) the First Son of his Body by the said *Katherine* Countess of *Plymouth* him surviving, and the same Will and Codicil were shortly after duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Ninth and Tenth Days of *July* One thousand seven hundred and seventy-seven, the Release being made or expressed to be made between the said *Other Hickman* Earl of *Plymouth*, by the Description of the Right Honourable *Other* Earl of *Plymouth*, of the First Part, *Thomas Key* Gentleman of the Second Part, and *Edward Inge* Esquire of the Third Part, and by a Common Recovery duly suffered at the Great Sessions held at *Cowbridge* in the said County of *Glamorgan* on the Second Day of *August* in the Seventeenth Year of the Reign of His late Majesty King *George* the Third, the Remainder or Reversion in Fee Simple expectant on the Determination of the said Term of Ninety-nine Years granted by the said Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three, and other the said Hereditaments situate in the said Parish of *Merthyr Tydvil*, so devised as aforesaid, were limited, conveyed, and assured to the only proper Use and Behoof of the said *Other Hickman* Earl of *Plymouth*, his Heirs and Assigns, for ever: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Nineteenth and Twentieth Days of *May* One thousand seven hundred and eighty-eight, the Release being made or expressed to be made between the said *Other Hickman* Earl of *Plymouth*, also in the said Indenture now in recital called *Other* Earl of *Plymouth*, of the First Part, the Honourable *Sarah Archer* Spinster of the Second Part, *Sir James Tylney Long* Baronet and *Sir Thomas Broughton* Baronet of the Third Part, the Honourable *Thomas Windsor* and *William Champion Crespigny* Esquire of the Fourth Part, and *Gore Townsend* and *John Tempest* of the Fifth Part, being the Settlement made previously to the Marriage then intended and shortly afterwards solemnized between the said *Other Hickman* Earl of *Plymouth* and *Sarah Archer*, in consideration of the said intended Marriage, and for other the Considerations therein mentioned, amongst and together with divers other Hereditaments, the said Remainder or Reversion in Fee Simple expectant on the Determination of the said Term of Ninety-nine Years so created as aforesaid of and in the said Hereditaments and Premises comprised in and demised by the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three, and other the said Hereditaments in the said Parish of *Merthyr Tydvil*, were conveyed and assured by the said *Other Hickman* Earl of *Plymouth* unto the said *Sir James Tylney Long* and *Sir Thomas Broughton*, their Heirs and Assigns, to the Uses in the same Indenture declared and herein-after mentioned or referred to, to take effect after the Solemnization of the said then intended Marriage, (that is to say,) to the Use of the said *Other Hickman* Earl of *Plymouth*, and his Assigns, for his Life, with Remainder to the Use of the Trustees therein named, and their Heirs, during the Life of the said *Other Hickman* Earl of *Plymouth*, upon the usual Trusts to preserve contingent Remainders, with Remainder (after an intermediate

mediate Limitation to the Use of the Trustees therein named for a Term of Five hundred Years, upon the Trusts therein-after declared, and which have long since been satisfied, and the said Term ceased by virtue of a Proviso for that Purpose in the same Indenture contained,) to the Use of the First and every other Son of the said *Other Hickman* Earl of *Plymouth* by the said *Sarah Archer* successively in Tail Male: And whereas the said *Other Hickman* Earl of *Plymouth* departed this Life on or about the Twelfth Day of *June* One thousand seven hundred and ninety-nine, leaving *Other Archer*, who upon the Decease of his said Father became Earl of *Plymouth*, his First Son by the said *Sarah* Countess of *Plymouth*, him surviving: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Seventeenth and Eighteenth Days of *June* One thousand eight hundred and eleven, the Release being made or expressed to be made between the said *Other Archer* Earl of *Plymouth* of the First Part, *Henry Hoyle Oddie* Gentleman of the Second Part, *Richard Beavan* Esquire of the Third Part, and *John Forster* Gentleman of the Fourth Part, and by a Common Recovery duly suffered at the Great Sessions holden for the said County of *Glamorgan* in the Month of *August* in the Year One thousand eight hundred and eleven the said Remainder or Reversion in Fee Simple expectant on the Determination of the said Term of Ninety-nine Years granted by the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three, and other the said Hereditaments in the said Parish of *Merthyr Tydvil*, were conveyed, limited, and assured by the said *Other Archer* Earl of *Plymouth* to such Uses and upon such Trusts as the said *Other Archer* Earl of *Plymouth* should, in the Manner in the same Indenture mentioned, appoint, and in default of such Appointment, or in case of any such subject thereto, to the Use of the said *Other Archer* Earl of *Plymouth*, his Heirs and Assigns, for ever: And whereas by Indentures of Lease and Release bearing Date respectively on or about the Second and Third Days of *August* One thousand eight hundred and eleven, the Release being made or expressed to be made between the said *Other Archer* Earl of *Plymouth* of the First Part, the Right Honourable *Mary* now Countess *Amherst*, then Lady *Mary Sackville* Spinster, of the Second Part, the Most Noble *Arabella Diana* Duchess of *Dorset* (then the Wife of the Right Honourable *Charles* Lord *Whitworth*) of the Third Part, *William Pitt* Lord *Amherst* and the said *Charles* Lord *Whitworth* of the Fourth Part, the Most Noble *George John Frederick Sackville* Duke of *Dorset* and the Most Honourable *Arthur Blundell Sandys Trumbull* Marquis of *Downshire* of the Fifth Part, the Honourable *Charles Cecil Cope Jenkinson*, now Earl of *Liverpool*, and *Charles Pascoe Grenfell* Esquire, of the Sixth Part, and the Right Honourable *James Walter* Viscount *Grimston* and the Reverend *Thomas Blackall* Clerk of the Seventh Part, being the Settlement made previously to the Marriage then intended and shortly afterwards solemnized between the said *Other Archer* Earl of *Plymouth* and *Mary* afterwards Countess of *Plymouth*, but now Countess *Amherst*, in consideration of the said intended Marriage, and for other the Considerations therein mentioned, amongst and together with other Hereditaments, the said Remainder or Reversion in Fee Simple expectant on the Determination

Death of
Other Hick-
man Earl of
Plymouth.

Lease and
Release from
Other Archer
Earl of Ply-
mouth, dated
17th and 18th
June 1811.

Settlement
on the Mar-
riage of Other
Archer Earl
of Plymouth,
dated 2d and
3d August
1811.

[Private.]

t t

nation

nation of the said Term of Ninety-nine Years so granted as aforesaid, and other the said Hereditaments in the said Parish of *Merthyr Tydvil*, were appointed, conveyed, and assured by the said *Other Archer Earl of Plymouth* to the Uses in the same Indenture expressed and hereinafter mentioned or referred to of and concerning the same; (that is to say,) after the Solemnization of the said then intended Marriage, and after the Limitation of a certain Term of Years which has since determined, to the Use of the said *Other Archer Earl of Plymouth* and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the Trustees therein named, upon the usual Trusts to support contingent Remainders, with Remainder to the Use and Intent that in case the said *Mary* now Countess *Amherst* should survive the said *Other Archer Earl of Plymouth*, she and her Assigns should receive a yearly Rent-charge of Four thousand Pounds during her Life, to be payable as therein mentioned, and to be for her Jointure and in bar of all Dower or Thirds, with the usual Powers of Distress and Entry for Recovery thereof when in arrear, and, subject and charged as aforesaid, to the Use of the said *Charles Cecil Cope Jenkinson* now Earl of *Liverpool*, and *Charles Pascoe Grenfell*, their Executors, Administrators, and Assigns, for the Term of One hundred and fifty Years, without Impeachment of Waste, in trust for better securing the same Jointure Rent-charge, with Remainder (after the Limitation of another Term of Years upon the Trusts in the same Indenture mentioned, and which Trusts never arose, and which said Term has ceased by force of a Proviso in the same Indenture contained,) to the Use of the First and other Sons of the said *Other Archer Earl of Plymouth* successively in Tail Male, with Remainder to the Use of such Person or Persons, and for such Estate and Estates, upon such Trusts, and for such Intents and Purposes, and under and subject to such Powers, Provisoes, Charges, Limitations, Declarations, and Agreements, as he the said *Other Archer Earl of Plymouth* at any Time or Times thereafter, by Deed or Instrument in Writing, to be executed and attested as therein is mentioned, or by his last Will and Testament in Writing, or any Codicil or Codicils thereto, to be signed by him in the Presence of and attested by Three or more credible Witnesses, should direct, limit, or appoint of and concerning the same, and in default of such Direction, Limitation, or Appointment, or in case of any such subject thereto, to the Uses therein-after mentioned, with the ultimate Remainder to the Use of the said *Other Archer Earl of Plymouth*, his Heirs, and Assigns, for ever, and in the same Settlement were contained all such Powers of leasing as are usual in Settlements of a similar Nature, and amongst such Powers it was provided, agreed, and declared by and amongst all and every of the said Parties to the said Indenture, that it should and might be lawful to and for the said *Other Archer Earl of Plymouth* from Time to Time during his natural Life, and to and for *Thomas Windsor*, *Andrews Windsor*, and *Henry Windsor* respectively, to whom Estates for Life in remainder were limited by the said Indenture of Settlement, in default of any Appointment by the said *Other Archer Earl of Plymouth*, under the Power in the same Indenture contained and herein-before recited, from Time to Time during their respective Lives, as and when they respectively should, under and by virtue of the Limitations therein-before contained, be in the actual Possession or entitled

entitled to the Rents and Profits of the Manors and Hereditaments therein-before granted and released, or any Part thereof, and to and for the said *William Pitt* Lord *Amherst* and *Charles* Lord *Whitworth*, and the Survivor of them, and the Executors or Administrators of such Survivor, from Time to Time during the Minority of any Person who by virtue of the Limitations therein-before contained should for the Time being be entitled to the Freehold and Inheritance of the said Manors and Hereditaments or any Part thereof, by Indenture or Indentures, to be sealed and delivered by him and them respectively in the Presence of and to be attested by Two or more credible Witnesses, and either referring or not referring to the said Power to demise, lease, or grant all or any of the Mines of Iron, Ironstone, or Iron Ore, or Coal, or other Minerals, lying or being under any of the Lands, Tenements, Hereditaments, and Premises thereby, or mentioned or intended to be thereby, granted and released, unto any Person or Persons, for any Term or Number of Years not exceeding Sixty Years from the Time of making such Lease or respective Leases, with Liberty, Power, and Authority to work and get all and every of such Mines, and to make or construct such Engines, Furnaces, Erections, Shafts, Levels, Drains, Tramroads or other Roads, navigable Canals, Basins, Reservoirs, and other Works in, under, or upon the said Lands or any of them, and to use the same, and with such other Liberties, Powers, and Authorities as should be requisite for such Purpose, or for the Purpose of smelting or working such Ironstone or Iron Ore or other Minerals, and for carrying away and disposing of the same and of such Coal as aforesaid, and to do all other Acts needful for the Purposes aforesaid, and all such other Liberties, Powers, and Authorities as were usually given to such Lessees, so as upon every such Lease or Demise there be reserved during the Continuance thereof the best and most improved yearly Rent or Rents or other Reservations that could at the Time of making such Lease or Leases respectively (regard being had to the then existing Circumstances) be reasonably had or expected for the same (to be incident to the immediate Reversion of the Hereditaments and Premises so to be leased), without taking any Fine, Premium, or Foregift for the making thereof, and so as there be contained in every such Demise or Lease a Condition or Clause of Re-entry in case of the Rent or Rents or Reservations thereby respectively to be reserved being unpaid or in arrear, and so as the Lessee or Lessees respectively should execute a Counterpart or Counterparts of their respective Leases, and thereby covenant for the due Payment or Render of the Rent or Rents or Reservations thereby respectively to be reserved, and be not by any Clause or Words therein to be contained exempted from Punishment for committing Waste, save so far as it might be necessary for the Purposes aforesaid or any of them: And whereas the said *Other Archer* Earl of *Plymouth*, in the Manner then required by Law for rendering valid Devises of Freehold Estates, duly signed and published his last Will and Testament in Writing, bearing Date on or about the Twenty-seventh Day of *February* One thousand eight hundred and thirty, and thereby appointed that all and every of the Manors and other Hereditaments by his said therein and herein-before recited Marriage Settlement granted and released, and all other the Freehold Manors and Hereditaments in, amongst other Counties,

Will of *Other Archer* Earl of *Plymouth*, dated dated 27th Feb. 1830.

Counties, the said County of *Glamorgan*, over the Inheritance of which he had any Power of Appointment by that his Will, with their Rights, Members, and Appurtenances, should be and remain to the Uses, upon the Trusts, and for the Intents and Purposes, and subject to the Powers and Declarations therein-after limited or declared and in part herein-after mentioned of and concerning the same; and he gave and devised all and singular the Freehold Manors and other Hereditaments therein-before mentioned or referred to to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, Limitations, and Declarations therein-after limited and in part herein-after mentioned of and concerning the same; (that is to say,) as respects the said Freehold Manors and Hereditaments in the said County of *Glamorgan*, unto the said Earl *Amherst* and *John Drummond* Esquire, and their Heirs, to the Use of *Charles Drummond* of *Charing Cross*, Esquire, and *John Mills* of *Bistern* in the County of *Hants*, Esquire, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Time of his the said Testator's Decease, but nevertheless upon the Trusts and for the Intents and Purposes in the same Will mentioned, being for raising such Money for Payment of such of his the said Testator's Debts, Funeral Expenses, and Legacies as his Personal Estate should be insufficient to discharge; with Remainder, after the Limitation of a certain annual Sum of Two thousand Pounds for the Benefit of his the said Testator's said Wife, which in the Events which happened never arose, and of another annual Sum of Three hundred Pounds for the Benefit of his the said Testator's Uncle the Honourable and Reverend *Andrews Windsor*, and which said last-mentioned annual Sum was afterwards revoked by a Codicil to the same Will, and after the Limitation of the usual Powers and Remedies for securing the Payment of the said annual Sum of Two thousand Pounds and Three hundred Pounds, and after a Limitation to the Use of the Right Honourable *George John Earl De La Warr* and the Right Honourable *Charles Earl of Liverpool*, their Executors, Administrators, and Assigns, for the Term of Six hundred Years, upon certain Trusts which never arose, and which said last-mentioned Term accordingly has ceased by virtue of a Proviso for Cesser in the same Will contained, to the Use of the said *William Pitt Earl Amherst* and *John Drummond*, and their Heirs, during the Life of his the said Testator's Sister the Right Honourable Lady *Harriet Clive*, the Wife of the Honourable *Robert Henry Clive*, without Impeachment of Waste, but nevertheless upon trust that they the said *William Pitt Earl Amherst* and *John Drummond*, and the Survivor of them, and the Heirs of such Survivor, should from Time to Time pay or apply the Rents, Issues, and Profits thereof to such Person or Persons only, and for such Intents and Purposes only, as the said Lady *Harriet Clive* should from Time to Time direct or appoint in Writing under her Hand, notwithstanding her then present or any future Coverture, and for Want of such Direction or Appointment, or in case of any such, then as to so much of the same whereof no such Direction or Appointment should be made, should pay the same from Time to Time into her proper Hands, for her sole and separate Use, and for which the Receipts of her the said Lady *Harriet Clive*, and of such

Person or Persons as she should so appoint to receive the same, should be sufficient Discharges; and as to the same Manors, Hereditaments, and Premises, from and after the Decease of the said Lady *Harriet Clive*, to the Use of *Robert Clive*, then an Infant, her eldest Son, and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said *William Pitt* Earl *Amherst* and *John Drummond*, and their Heirs, during his Life, upon the usual Trust to support contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Robert Clive* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Robert Clive* lawfully to be begotten, severally, successively, and in remainder one after another as such Sons and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies; and for default of such Issue, to the Use of the Honourable *Clive* (an Infant then lately born, Second Son of the said Lady *Harriet Clive*), and his Assigns, during his Life, without Impeachment of Waste; with Remainder to the Use of the said *William Pitt* Earl *Amherst* and *John Drummond*, and their Heirs, during his Life, upon trust to support contingent Remainders; with Remainder to the Use of the First Son of the Body of the said *Clive* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for default of such Issue, to the Use of the Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said *Clive* lawfully to be begotten, severally, successively, and in remainder one after another as such Sons and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies; and for default of such Issue, to the Use of the Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons younger than the Sixth of the Body of the said Lady *Harriet Clive* lawfully to be begotten, severally, successively, and in remainder one after another as such Sons and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies; and for default of such Issue, to the Use of the Right Honourable *William Pitt* Viscount *Holmesdale* and his Assigns during his Life, without Impeachment of Waste; with Remainder to the Use of the said Earl *Amherst* and *John Drummond*, and their Heirs, during his Life, upon trust to support contingent Remainders; with Remainder to the Use of the First Son of the Body of the said Viscount *Holmesdale* lawfully to be begotten, and the Heirs Male of the Body of such First Son; and for default of such Issue, to the Use of the

[Private.]

u u

Second,

Second, Third, Fourth, Fifth, Sixth, and all and every other the Son and Sons of the Body of the said Viscount *Holmesdale* lawfully to be begotten, severally, successively, and in remainder one after another as such Sons and every of them should be in Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons, the elder of such Sons and the Heirs Male of his Body being always preferred and to take before the younger of the same Sons and the Heirs Male of his and their Body and Bodies; and in default of such Issue, to the Use of his the said Testator's own right Heirs; and the said *Other Archer* Earl of *Plymouth* did by his said Will declare, that it should be lawful for the said Viscount *Holmesdale*, Lady *Harriet Clive*, *Robert Clive*, and *Clive* respectively, as and when they respectively should be in the actual Possession, or beneficially entitled to the Rents, Issues, and Profits, of the said Manors, Hereditaments, and Premises therein-before appointed or devised, or any of them, or any Part or Parts thereof, and also for the said *William Pitt* Earl *Amherst* and *John Drummond*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of any Person or Persons who by virtue of the Limitations therein-before contained should be entitled to the Freehold, or both Freehold and Inheritance, of the same Manors and Hereditaments, or any Part or Parts thereof, to make such or the like Leases of all or any of the same Manors and Hereditaments, or any Part or Parts thereof, (except the Mansion House and Park of *Hewell*, and the Offices, Gardens, and Pleasure Grounds thereto belonging,) as by his said Marriage Settlement he was authorized to make or grant of the Hereditaments thereby granted and released, or any of them, under or by virtue of the several Powers of leasing therein contained; and in the said Will now in recital were contained Powers for the said *William Pitt* Earl *Amherst* and *John Drummond*, and the Survivor of them, and the Executors or Administrators of such Survivor, to sell, in the Manner and with the Consent in the same Will mentioned, all or any Part of the Manors and Hereditaments thereby appointed and devised (except the therein-before mentioned Mansion House and Park of *Hewell*, and the Offices, Gardens, and Pleasure Grounds thereto belonging), and to lay out and invest the Monies produced by the Sale or Sales in the Purchase of other Manors and Hereditaments, to be situate in *England* or *Wales*, and to be settled to the Uses and upon the Trusts which should for the Time be subsisting and capable of taking effect of and concerning the Hereditaments which should be sold: And whereas the said *Other Archer* Earl of *Plymouth* departed this Life on or about the Tenth Day of *July* One thousand eight hundred and thirty-three, without having made any Appointment of the said Hereditaments comprised in his said recited Marriage Settlement by Deed, and without having altered or revoked his said recited Will otherwise than as the same was altered or revoked by the said Codicil whereby he revoked the Limitation of the said Annuity of Three hundred Pounds (so limited to the said *Andrews Windsor*), and by another Codicil whereby he gave a Legacy of One thousand Pounds, and without ever having had any Issue, and leaving *Maria* now Marchioness Dowager of *Downshire* and the said Lady *Harriet Clive* his Sisters and Co-heiresses

Death of
Other Archer
Earl of
Plymouth.

at Law him surviving, and the same Will and Two Codicils were on or about the Fourteenth Day of *September* One thousand eight hundred and thirty-three duly proved by the said Earl *Amherst* and *John Drummond*, the Executors in the said Will named, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Robert Clive*, the eldest Son of the said Lady *Harriet Clive*, has attained the Age of Twenty-one Years, and is a Bachelor: And whereas the Second Son of the said Lady *Harriet Clive*, in the said Will described as then lately born, and to whom a Limitation in Use for his Life was devised by the same Will as aforesaid, was named *Edward Herbert Clive*, and he departed this Life an Infant of tender Years, after the Date of the said recited Will, but in the Lifetime of the said *Other Archer* Earl of *Plymouth*: And whereas Two other Sons have been born to the said Lady *Harriet Clive* since the Death of the said Testator, namely, *George Herbert Windsor Clive* and *William Windsor Clive*, the said *George Herbert Windsor Clive* being an Infant of the Age of Fourteen Years or thereabouts, and the said *William Windsor Clive* being an Infant of the Age of Twelve Years or thereabouts: And whereas the said Lady *Harriet Clive* has had no other Son born to her since the Birth of the said *William Windsor Clive*: And whereas the said *William Pitt* Viscount *Holmesdale* intermarried with *Gertrude Percy* on or about the Twelfth Day of *July* One thousand eight hundred and thirty-four, and has Issue by her Five Sons and no more, namely, *William Archer Amherst*, *Frederick Amherst*, *Percy Arthur Amherst*, *Jeffrey Charles Amherst*, and *Joceline George Herbert Amherst*, all now living, and under the Age of Twenty-one Years: And whereas under or by virtue of an Indenture of Under-lease bearing Date on or about the Twenty-third Day of *January* One thousand eight hundred and forty-seven, and made or expressed to be made between *Mortimer George Thoyts* and the Reverend *James Cooper* Clerk of the First Part, *Thomas Bacon* Esquire of the Second Part (in whom or for whose Benefit the said recited Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three was vested or held, as shown by the Act of Parliament next herein-after mentioned), and the said *Anthony Hill* of the Third Part, and made and executed pursuant to an Act of Parliament passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty *Queen Victoria*, intituled *An Act to alter and amend an Act passed in the Third and Fourth Years of the Reign of Her present Majesty, intituled 'An Act to enable the Trustees of the Marriage Articles of Thomas Bacon Esquire to grant a new Lease to Richard Hill and Anthony Hill Esquires of an Iron Furnace, and Works and Mines, and Privileges and Hereditaments held therewith, called Plymouth Works, in the Parish of Merthyr Tydvil in the County of Glamorgan,' and for better carrying the same into effect,* the said *Anthony Hill* is possessed of or entitled to the said Iron Furnace, and Works and Mines, Privileges and Hereditaments held therewith, called *Plymouth Works*, and also of the said Hereditaments situate in the said Parish of *Merthyr Tydvil*, being such of the said Premises comprised in and demised by the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three as are situate in or relate to the said Parish of

Indenture of Under-lease to Anthony Hill, dated 23d January 1847.

9 & 10 Vict. c. 17.

Merthyr

Merthyr Tydvil and County of *Glamorgan*, and as by the said Act were authorized to be demised to the said *Anthony Hill*, his Executors, Administrators, and Assigns, for the Remainder of a Term of Eighteen Years to be computed from the Twenty-ninth Day of *April* One thousand eight hundred and forty-six, at and under certain Rents and Covenants on the Part of the Lessee, his Executors, Administrators, and Assigns, to be paid, observed, and performed: And whereas the Lands comprised in or affected by the said recited Indentures of Lease and Under-lease are the same Lands as are specified in the Schedule to this Act annexed: And whereas the said Lease granted by the said recited Indenture of the Fourteenth Day of *December* One thousand seven hundred and sixty-three will expire on the First Day of *May* One thousand eight hundred and sixty-four, and the said Under-lease granted by the said recited Indenture of the Twenty-third Day of *January* One thousand eight hundred and forty-seven will expire on the Twenty-ninth Day of *April* One thousand eight hundred and sixty-four: And whereas the said *Anthony Hill* is willing, provided the other Leases herein-after mentioned are granted to him, to take a Lease, to commence and be computed from the First Day of *May* One thousand eight hundred and forty-eight, and to expire on the said First Day of *May* One thousand eight hundred and sixty-four, of the said Minerals so excepted and reserved by the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three, under the herein-before mentioned Power to grant Mining Leases in the said Will of the said *Other Archer* Earl of *Plymouth*, by reference to the said Settlement of the Third Day of *August* One thousand eight hundred and eleven, contained, and to pay for the same a greatly improved Rent, and greatly improved Royalties, Rates, and Payments: And whereas the said *Anthony Hill* has offered and agreed to take the Leases herein-after mentioned or referred to, provided the whole of such Leases can be granted to him, but not otherwise; (that is to say,) (amongst and together with a Lease or Leases of surplus Minerals as lastly herein-before mentioned,) a Lease for the Term of Fifty Years, to commence and be computed from the said First Day of *May* One thousand eight hundred and sixty-four, on which Day the said Lease granted by the said recited Indenture of the Fourteenth Day of *December* One thousand seven hundred and sixty-three will expire by Effluxion of Time, of all and singular the said Iron Furnaces and Works called the *Plymouth Works*, and the Lands, Mines, Minerals, and Hereditaments held therewith, being the same Hereditaments as are specified in the First Part of the Schedule to this Act annexed, and of the Surface of certain Lands called *Tyr Taldwin*, Part of the Lands specified in the Second Part of the same Schedule, also a Lease for the Term of Fifty Years, to commence and be computed from the said First Day of *May* One thousand eight hundred and sixty-four, on which Day the said Lease granted by the said recited Indenture of the Fourteenth Day of *December* One thousand seven hundred and sixty-three will expire, as aforesaid, of the Mines and Minerals in or under certain other of the said Lands and Hereditaments situate in the said Parish of *Merthyr Tydvil*, specified in the Second Part of the said Schedule to this Act annexed, also a Lease for Sixty-six Years, to commence and be computed as from the Second Day

Day of *February* One thousand eight hundred and forty-nine, of the Surface of certain of the said Lands situate in the said Parish of *Merthyr Tydvil*, commonly called or known by the Name of *Wayn Wilt, Pen-y-lan*, and *Pen-y-lan Mountain*, being the Lands specified in the Third Part of the said Schedule to this Act annexed, and being also a Part of the Lands specified in the said Second Part of the said Schedule to this Act annexed, and also a Lease or Leases for the Term of Sixty-six Years, to commence and be computed as from the First Day of *May* One thousand eight hundred and forty-eight, of Parts of the Quarries or Limestone Rocks situate at *Castle Morlais* in the same Parish, commonly called or known by the Name of *Castle Morlais Rocks*, specified in the Fourth Part of the said Schedule to this Act annexed, at certain improved Rents, Royalties, and Payments: And whereas the said *Anthony Hill* is the Owner or Lessee, as well of the said Works called *Plymouth Works*, and the Mines and Minerals held by him therewith, as aforesaid, as of other Buildings, Furnaces, and Works, and other Mines and Minerals, not being any Part of the Hereditaments devised and settled by the said recited Will of the said *Other Archer* Earl of *Plymouth*, but situate in the said Parish of *Merthyr Tydvil*, and adjoining or contiguous to and very convenient to be holden and worked with or from the said *Plymouth Works*, and from the local Circumstances and Position of the Mines and Minerals of which the said *Anthony Hill* is desirous of taking and has offered and agreed to take such Leases as aforesaid, the same cannot be worked so advantageously and with so little Expense as by him the said *Anthony Hill*, or other the Owner or Lessee for the Time being of the said other Buildings, Furnaces, and Works, Mines and Minerals, now held by him as last aforesaid, by reason whereof he is enabled to offer higher Rents, Royalties, and Payments, and much more advantageous Terms in other respects, than could be expected to be obtained under other Circumstances from any other Person or Persons, and it will be advantageous to accept the said herein-before recited Offer on the Part of the said *Anthony Hill*, as well on this Account as because a Supply of a sufficient Quantity of Coal for the said Works called the *Plymouth Works* during the Remainder now unexpired of the said present Under-lease will thereby be insured, it being apprehended that the Quantity of Coal now held by the said *Anthony Hill* under the said recited Under-lease will be exhausted prior to the Determination of the same, although the Quantity of Ironstone which would then be left incapable of being worked for Want of Coal would be very considerable, and because the said *Anthony Hill*, or other the Lessee or Lessees for the Time being of the said *Plymouth Works*, will thereby be induced to keep the said Buildings, Furnaces, and other Works constituting the same in substantial Repair and Condition during the Remainder of the said Term of Ninety-nine Years, whereas if the same should not be kept in Work, or if the said Term should be suffered to expire by Effluxion of Time, either a very considerable Outlay would be required in order to reinstate or rebuild the same, or otherwise a considerable Sacrifice would have to be incurred by the Owners thereof in the Terms of any Lease then to be granted of the said Works, and of the said Minerals and Hereditaments proposed to be comprised in the said several Leases so desired as aforesaid:

[*Private.*]

x x

said:

said: And whereas the said Will of the said *Other Archer* Earl of *Plymouth* contains no Power under which either Building or Repairing Leases in reversion of the said Furnaces, Buildings, or Works, or such Reversionary Leases of Mines and Minerals as herein-before are mentioned, can be granted, and by reason of the Subsistence of the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three no Lease in possession of the Mines and Minerals comprised therein can be granted by the said Lady *Harriet Clive*, save and except such Lease of the Mines and Minerals excepted therefrom as may be granted for a Term co-extensive with the Remainder unexpired of the Term of Ninety-nine Years created by the said Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred and sixty-three: And whereas by the said Power in the said recited Will of the said *Other Archer* Earl of *Plymouth* by reference contained the said Lady *Harriet Clive* is only authorized to grant Leases of Mines and Minerals in possession for any Term not exceeding Sixty Years, and there is not in the same Will any Power under which such Leases of the Surface of the said Mines as herein-before are mentioned can be granted: And whereas it is necessary, in order that the said *Anthony Hill* should be enabled to work the said Mines and Minerals to advantage, that his Term and Interest in the said Limestone Rocks and in the said Lands of the Surface whereof he has agreed to take such Leases as aforesaid should be co-extensive with his Interest in such Mines and Minerals: And whereas under the Circumstances aforesaid it would be highly beneficial to the said Lady *Harriet Clive* and the several other Persons interested in the said devised Estates of the said *Other Archer* Earl of *Plymouth* under or by virtue of the said recited Will if such Leases were granted to the said *Anthony Hill* as are herein-before mentioned: And whereas, for the Reasons herein-before mentioned, the beneficial Purposes aforesaid cannot be attained without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said Lady *Harriet Clive* (with the Assent of the said *Robert Henry Clive*, her Husband,) doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That at any Time or Times after the passing of this Act it shall and may be lawful to and for the said Lady *Harriet Clive* during her Life, and notwithstanding her present or any future Coverture, and as if she were sole and unmarried, and after her Decease to and for the Person or Persons who shall by virtue of or under the Limitations contained in the said recited Will of the said *Other Archer* Earl of *Plymouth* be for the Time being seised of or entitled to the first Estate of Freehold and Inheritance, or Freehold only, in possession, or expectant only on a Term or Terms for Years, of and in the Hereditaments specified in the said Schedule hereto, if such Person or Persons shall be of the full Age of Twenty-one Years, or if not then for the Guardian or Guardians for the Time being of such Person or Persons, by any Deed or Deeds, duly sealed and delivered, to grant to the said *Anthony Hill*, his Executors, Administrators, or Assigns,

Power to Parties entitled under Will of *Other Archer* Earl of *Plymouth* to grant Leases of Mines and other Hereditaments in the Parish of *Merthyr Tydvil* to *Anthony Hill*, &c.

Assigns, such Lease or Leases of such Parts of the Mines and Minerals, Quarries, Buildings, Lands, Farms, Territories, and Hereditaments, situate in the said Parish of *Merthyr Tydvil*, and devised by the said recited Will of the said *Other Archer* Earl of *Plymouth*, as herein-before mentioned, as are herein-after particularly mentioned, described, or referred to; (that is to say,) a Lease or Leases of the said Iron Furnaces and Works called *Plymouth Works*, and of all the Messuages and Buildings, and the Surface of all Closes, Lands, and Hereditaments held therewith, and specified in the said First Part of the said Schedule to this Act annexed, and also of certain Lands called *Tyr Taldwin*, Part of the said Lands specified in the said Second Part of the said Schedule to this Act; and also a Lease or Leases of the Surface of the Farms and Lands respectively called or known by the Names of *Wayn Wilt*, *Pen-y-lan*, *Pen-y-lan Mountain*, being the Hereditaments specified in the Third Part of the said Schedule to this Act annexed, and being also Part of the said Lands specified in the said Second Part of the same Schedule; and also a Lease or Leases of all and every the Veins, Seams, Strata, Beds, and Quarries of Coal, Culm, Clay, Iron Ore and Iron Mine, Mineral Earth, Sand, Hearthstones, Quarries of Slate, Limestone and other Stone, whether the same are or have been opened or worked or not, and whether the same be now known or discovered, or shall hereafter, during the Continuance of the Grant or Lease or respective Grants or Leases thereof respectively to be made pursuant to this Act, be known or discovered, situate, lying, and being within or under the said Furnaces and Works called *Plymouth Works*, and within or under all the said Messuages, Buildings, Closes, and Lands held therewith, and specified in the said First Part of the said Schedule to this Act annexed, and within or under the Farms, Lands, and Territories specified in the said Second Part of the same Schedule, and either without or together with full and free Liberty, Licence, Power, and Authority to and for the said *Anthony Hill*, his Executors, Administrators, and Assigns, and his and their Agents, Servants, and Workmen, at any Time or Times and from Time to Time during the Continuance of such Lease or Leases, to sink, dig, search, bore, and try for, and win, work, raise, strip, take, get, burn, smelt, manufacture, use, carry away, and dispose of, or convert to and for the proper Use and Benefit of the said *Anthony Hill*, his Executors, Administrators, and Assigns, all such Ironstones, Iron Ores, and Mineral Earth, Iron, Coal, Culm, Clay, Sand, Hearthstones, Limestones, Slate and other Stones, as shall be found within, under, or upon the Mines or Ground by any such Lease or Leases as aforesaid to be respectively demised, or in working or mining the same, and also all such Iron and other Ore, Minerals, and Materials as may be raised or brought or imported from any other Lands, and to dig, sink, make, construct, and work such Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cutwinds, Airways, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates and Watercourses, Headways, Soughs, Dams, Pools, Ponds, and Sewers, and to make, erect, and set up and work such Furnaces in addition to the existing Furnaces and Works, Brickkilns, Tilekilns, Fire Engines, Steam Engines, Windmills, Watermills and other Mills, Gins and other Engines and Machinery, Collieries and other Works or Contrivances, whether of present Use or future
Invention,

Invention, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals or any of them, within, under, out of, and from the said Mines or Grounds, and for making, burning, and manufacturing Coke, Bricks, and Tiles as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for turning, bringing, and carrying Water for working the said Machinery and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively, and to contract, alter, or fill up, or wholly or partially to break up or remove, all or any Pits, Shafts, Soughs, Drains, Pools, Ponds, Tunnels, Adits, Levels, Cutwinds, Airways, Drifts, Trenches, or Sewers, Furnaces, Forges, Engines, Machines, and other Works and Contrivances, doing no wilful Damage or unnecessary Injury or Prejudice to any other Lands or Minerals belonging to the said Lady *Harriet Clive*, or other the Person or Persons claiming or to claim Estates under the said recited Will of the said *Other Archer Earl of Plymouth*, and also full and free Liberty and Power of Outstroke and Instroke in, to, or from any adjoining Mines, Pits, Shafts, or Workings, and also full and free Liberty, Licence, Power, and Authority to use the said Farms, Lands, or Grounds specified or described in the said First, Second, and Third Parts of the said Schedule to this Act, or any of the said Farms, Lands, or Grounds, for Ground-room, Heap-room, and Pit-room, for depositing, laying, placing, and manufacturing all or any of the Minerals, Slack, Slag, and Refuse that shall from Time to Time proceed from or be wrought, dug, or gotten out of the said Mines, or from or out of any Furnaces, Brick or other Kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid, or that may be raised or brought or imported from any other Lands, and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places on the Lands or Grounds, Hereditaments, and Premises specified or described in the said First, Second, and Third Parts of the said Schedule, or any of the same Lands, Grounds, Hereditaments, and Premises, and at Pleasure to pull down again, remove, or destroy all such Houses, Cottages,hovels, Lodges, Store-rooms, Heap-rooms, Coke Hearths, Engine-houses, Sheds, Stables, or other Buildings, Walls, or Fences, with such Yards, Gardens, Curtilages, Storeyards, and Places to be annexed to or enjoyed with such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for more conveniently enjoying and working the said Mines and Works respectively, or for the Habitation and Convenience of Agents, Workmen, and others, and for the Accommodation of Horses and other Cattle employed in or about the said Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals or Produce, to be respectively employed or used or gotten in or about the same, and to dig, get, and use Lime and other Stones, Peat, Clay, Sand, Gravel, and Spar and other Materials, or any other Produce of the said Mines, or which may be found in or on the said Lands or Grounds fit for the Purpose, or which may be raised or brought or imported from any other Lands, for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings,

Buildings, Walls, and Fences as aforesaid, or any of them, or any of the Roads, Ways, Tramroads, Railways, or other Works which may be authorized to be made, constructed, or erected under the Powers of this Act, and also full Licence, Power, and Authority to have, use, and take (so far as the Person or Persons for the Time being granting such Lease or respective Leases may be competent to grant the same by virtue of the Powers of this Act, and without Injury or Prejudice to the Rights of other Parties not bound thereby,) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over all or any of the said Hereditaments and Premises specified in the said First, Second, and Third Parts of the said Schedule to this Act annexed, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose, and also to make, have, use, and enjoy such Wayleaves, Roads, Store-yards, and other like Easements and Privileges, in, upon, out of, or over or under all or any Part of the said demised Hereditaments, as will render the Occupation and working of the said Mines, and the Deposit, Manufacture, Sale, and Carriage of the said Minerals and other Produce, whether from the said Mines or any other Lands, advantageous and convenient, or as may reasonably be required by the Person or Persons to whom any such Lease may be proposed to be granted, and together with full Power and Authority to make, construct, and set up such Railways, Tramroads, Sideways, Bakeries, Inclined Planes, and other Roads or Ways, or Watercourses, in, over, or upon or under any Part of the said Lands, Grounds, and Hereditaments specified in the said First, Second, and Third Parts of the said Schedule hereto, as shall or may be necessary or convenient for facilitating the transporting and carrying such Minerals as aforesaid from the said Mines, or from any Furnace, Brick-kiln, Tilekiln, or other Place whatsoever, or for carrying and conducting Water to or from such Mines or Works as aforesaid, or any of them, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing off any Furnaces, Railways, Tramroads, or Watercourses from the Lands or Grounds adjoining thereto, and also Liberty to cut and carry away Timber and Coppice Wood, if any such there be, or such and so many of the aforesaid several Liberties, Licences, Powers, or Authorities as may be deemed necessary or convenient, and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or exchanging with others, or otherwise disposing of the Minerals to be leased as aforesaid, or raised or brought or imported from any other Lands, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as may be usual or customary in the Neighbourhood in which the said Mines do or shall lie, or as shall or may be agreed upon with or required by the said *Anthony Hill*, his Executors, Administrators, or Assigns; and also a Lease or Leases of a Part or Portion specified in the Fourth Part of the same Schedule, and not exceeding the Quantity therein mentioned, of the Quarries or Limestone Rocks situate at or near *Castle Morlais* in the said Parish of

[*Private.*]

y y

Merthyr

Merthyr Tydvil, commonly called or known by the Name of the *Castle Morlais Rocks*, together with full and free Liberty, Licence, Power, and Authority, as respects any Lease or Leases which may be so granted of the said Quarries or Limestone Rocks, to and for the said *Anthony Hill*, his Executors, Administrators, and Assigns, to work the same, and get and carry away such Quantity of Limestone as he or they may think fit or require, and also to erect and build, in or upon any Part of the said Hereditaments specified in the said Fourth Part of the Schedule to this Act, such a Number of Cottages, Stables, Waggon Houses, and other Buildings, for the Residence and Use of the Workmen, and for the keeping of Horses and other Cattle used or employed in or about the same Premises, as to the Person or Persons for the Time being exercising the Powers of leasing in and by this Act contained or given shall seem fitting or convenient, and as shall be agreed upon between such Person or Persons and the said *Anthony Hill*, his Executors, Administrators, and Assigns, and also full and free Liberty, Licence, and Authority to and for the said *Anthony Hill*, his Executors, Administrators, or Assigns, to make any Railway, Tramroads, and other Roads in, through, or over the Farm called the *Castle Farm*, situate in the said Parish of *Merthyr Tydvil*, and also full and free Liberty, Licence, and Authority to use, in common with any other Persons authorized by the Person or Persons for the Time being entitled to Estates under the said recited Will of the said *Other Archer* Earl of *Plymouth* of and in the said Hereditaments situate in the said Parish of *Merthyr Tydvil*, so long as the same shall continue to exist, the present Tramroad running from the said Quarries or Limestone Rocks at *Castle Morlais* aforesaid to the *Plymouth* and *Duffryn* and other Works, or to make any other Tramroad from the same Quarries to the said *Plymouth* and *Duffryn* and other Works, and in and by any such Lease or Leases of the said Quarries or Limestone Rocks may be granted all and every or such and so many of the Liberties, Licences, and Privileges hereinbefore authorized to be granted in and by or in respect of any Lease or Leases of Mines or Minerals as shall be applicable to or for the Purposes of such Lease or Leases of the said Limestone Rocks or Quarries, and as to the Person or Persons for the Time being exercising the Powers of leasing in and by this Act contained or given shall seem fitting or convenient.

The Leases hereby authorized to be granted to be granted for the Terms and at the Rents after mentioned.

II. And be it enacted, That the Lease or Leases hereinbefore authorized to be granted may be so granted for the Terms and at and under the Rents, Royalties, Rates, and Payments herein-after mentioned of and concerning the same respectively; (that is to say,) as respects the said Veins, Seams, Strata, Beds, and Quarries of Coal, Culm, Clay, Iron Ore and Iron Mine, Mineral Earth, Sand, Hearthstones, Quarries of Slate, Limestone and other Stone, and Privileges and Powers attached or incidental thereto, within or under the said Iron Furnace and Works called *Plymouth Works*, and within or under the said Messuages, Buildings, Closes, Lands, and Hereditaments held therewith, specified in the said First Part of the said Schedule to this Act annexed, and within or under the Farms, Lands, Tramroads, and Territories specified in the said Second Part of the same Schedule, such Lease or respective Leases thereof may be granted for the

the full End and Term of Fifty Years, to commence and be computed from the First Day of *May* which will be in the Year One thousand eight hundred and sixty-four, and thenceforth next ensuing, at and under the clear and certain yearly Rent of Three thousand Pounds, subject nevertheless to the Proviso herein-after contained for the Reduction or Cesser of the same Rent in the Events herein-after mentioned; and at and under such Royalties, Rates, or Payments for Coal and Ironstone as herein-after are mentioned; (that is to say,) as respects all Coal and Ironstone to be won or gotten within or under the said Iron-Furnace, Messuages, Buildings, Closes, and Lands specified in the said First Part of the said Schedule to this Act annexed, and within the said Farms and Lands called *Wayn Wilt*, *Pen-y-lan*, and *Pen-y-lan Mountain*, or either of them, being Parts of the said Premises specified in the said Second Part of the said Schedule hereto, at or under the Royalty, Rate, or Payment of Eleven-pence *per* Ton for Coal and Sixpence *per* Ton for Ironstone, such Ton being of the Weight of Twenty-one Hundred Weight of One hundred and twenty Pounds each, or Two thousand five hundred and twenty Pounds in the whole; and as respects all Coal and Ironstone to be won or gotten within or under the Farm and Lands called *Tyr Taldwin*, the *Beacons Pwle Glosse*, and *Blaen-y-cwm*, being the Remainder of the said Premises specified in the Second Part of the said Schedule hereto, at or under the Royalty, Rate, or Payment of Nine-pence *per* Ton for Coal and Four-pence *per* Ton for Ironstone, such last-mentioned Ton being of the Weight of Twenty-one Hundred Weight of One hundred and twenty-eight Pounds each, or Two thousand six hundred and eighty-eight Pounds in the whole, the said respective Rates, Royalties, and Payments to be respectively reserved and made payable in addition to the said yearly Rent of Three thousand Pounds, subject nevertheless to the Proviso in reference thereto next herein-after contained; (that is to say,) provided nevertheless, and it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases, in and by any such Lease of the said Mines and Minerals in or under the said Lands specified in the said First and Second Parts of the said Schedule, to grant, agree, and provide that it shall be lawful for the said *Anthony Hill*, his Executors, Administrators, or Assigns, yearly and every Year during the Continuance of such Lease, to raise, work, and dispose of for his and their own Benefit so much Coal and Ironstone as, computed at the Rates, Royalties, and Payments aforesaid, shall be equal to the Amount of the said yearly Rent of Three thousand Pounds, without paying any Rate, Royalty, or other Payment for the same, other than the said clear yearly Rent of Three thousand Pounds; provided also, that it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid, in and by any such Lease of the said Mines or Minerals in or under the said Lands specified in the said First and Second Parts of the said Schedule to grant, agree, and provide, that in case in the first or any succeeding Year of the first Eight Years of the Term for which any such Lease of the said Mines and Minerals in or under the said Lands specified in the said First and Second Parts of the said Schedule shall be granted, the said *Anthony Hill*, his Executors, Administrators, or Assigns, shall not win or obtain from

Lessee empowered to make up short Working of previous Years out of surplus Working in subsequent Years, but not to extend beyond stated Periods.

and

and out of the said Lands as much Coal and Ironstone as, computed at the Rates or Royalties herein-before mentioned, will be sufficient to produce or amount to the said yearly Rent of Three thousand Pounds, and in case in any subsequent Year or Years of the same Period of Eight Years the said *Anthony Hill*, his Executors, Administrators, or Assigns, shall win or obtain as much Coal and Ironstone as, computed at the Rates or Royalties herein-before mentioned, will produce or amount to more than the said yearly Rent of Three thousand Pounds, payable in respect of such subsequent Year or Years, then and in every such Case, and as often as the same shall happen during the said Eight Years, but not after the Expiration thereof, it shall be lawful for the said *Anthony Hill*, his Executors, Administrators, or Assigns, to hold and enjoy, for his own Benefit, without paying any further or additional Rent, Royalty, or Payment for the same, so much of the Minerals which may be so won or obtained (over and above the Quantity sufficient to produce or amount to the said Rent of Three thousand Pounds for or in respect of such subsequent Year or Years) as shall be equal to the Quantity by which such Minerals, computed as aforesaid, shall in any preceding Year or Years of the said Eight Years have been deficient in or fallen short of the Amount of the said annual Sum or yearly Rent of Three thousand Pounds payable in respect of such preceding Year or Years; and also to grant, agree, and provide that in case in any Year of any One entire Period of Six successive Years after the Expiration of the said Period of Eight Years of any such Lease, the first of such Periods of Six Years to commence and be computed from the Expiration of the said Period of Eight Years, and the second of such Periods of Six Years to commence and be computed from the Expiration of the said first Period of Six Years, and so on from the Expiration of one Period of Six successive Years to the Expiration of the next like Period during the Continuance of any such Lease, the said *Anthony Hill*, his Executors, Administrators, or Assigns, shall not win or obtain from and out of the said Lands as much Coal and Ironstone as, computed at the Rates or Royalties herein-before mentioned, will be sufficient to produce or amount to the said yearly Rent of Three thousand Pounds, and in case in any subsequent Year or Years of the same entire Period of Six Years the said *Anthony Hill*, his Executors, Administrators, or Assigns, shall win or obtain as much Coal and Ironstone as, computed at the Rates or Royalties herein-before mentioned, will produce or amount to more than the said yearly Rent of Three thousand Pounds payable in respect of such subsequent Year or Years, then and in every such Case, and as often as the same shall happen during the same entire Period of Six Years for the Time being, but not after the Expiration thereof, it shall be lawful for the said *Anthony Hill*, his Executors, Administrators, or Assigns, to hold and enjoy, for his own Benefit, without paying any further or additional Rent, Royalty, or Payment for the same, so much of the Minerals which may be so won or obtained (over and above the Quantity sufficient to produce or amount to the said Rent of Three thousand Pounds payable for or in respect of such subsequent Year or Years of the same Period of Six Years) as shall be equal to the Quantity by which such Minerals, computed as aforesaid, shall have been deficient or fallen short in any preceding Year or Years of the same

same Period of Six Years of the Amount of the said annual Sum or yearly Rent of Three thousand Pounds, but so nevertheless that in no Case, either during the said Period of Eight Years or during any of the said subsequent Periods of Six successive Years, shall the Rents, Rates, or Royalties payable under any such Lease as aforesaid in respect of such surplus Minerals to be gotten in any Year be taken or accounted as in satisfaction or Part Satisfaction of or for the yearly Rent of Three thousand Pounds payable for or in respect of any subsequent Year, and so that all such Rates and Royalties shall be ascertained and accounted for in and during the Year in or during which such surplus Minerals shall have been won or gotten; and, notwithstanding the said yearly Rent of Three thousand Pounds is herein-before required to be reserved as a certain Rent, it shall also be lawful for the Person or Persons for the Time being exercising the Powers of leasing in this Act contained, to grant, agrée, and provide, that in case at any Time during the Continuance of such Lease or Leases of Mines and Minerals there shall not be left in or under the said Lands as much workable Coal and Ironstone, or either of them, as will be sufficient to produce, at the Rates or Royalties herein-before required to be so reserved, a yearly Sum equal in Amount to the whole of the said yearly Rent of Three thousand Pounds, then and in such Case a proportionable Diminution or Reduction shall be made from the Amount of the said yearly Rent of Three thousand Pounds equal to the Deficiency which shall happen in such Produce; and in case at any Time during the Continuance of such Lease or Leases there shall be an absolute Exhaustion of the Coal and Ironstone under all the same Lands, then and in such Case and from thenceforth the whole of the said yearly Rent of Three thousand Pounds shall cease to be payable.

Provision for the Case of Mines being exhausted or partially exhausted.

III. And as respects the said Iron Furnace and Works called the *Plymouth Works*, and the said Messuages and Buildings held therewith, and the Mill called *Merthyr Mill*, and the Surface of all other the said Lands and Hereditaments specified in the First Part of the said Schedule, and also as respects the Surface of the said Lands called *Tyr Taldwin*, Part of the Lands specified in the Second Part of the same Schedule, be it enacted, That the Lease or Leases herein-before authorized to be granted thereof may be so granted for the full End and Term of Fifty Years, to commence and be computed from the said First Day of *May* which will be in the Year One thousand eight hundred and sixty-four, and thenceforth next ensuing, at or under the clear yearly Rent of Five hundred and twenty-one Pounds Ten Shillings, the same to be reserved and made payable in addition to the said Rates, Royalties, and Payments herein-before required to be reserved in respect of the Mines and Minerals within or under the same.

As to Leases of the Surface for 50 Years from 1st May 1864 of Hereditaments in 1st Part of the Schedule.

IV. And as respects the Surface of the Farms and Lands respectively called *Wayn Wilt* and *Pen-y-lan* and *Pen-y-lan Mountain*, being the Hereditaments specified in the said Third Part of the said Schedule hereto and containing the Quantity therein mentioned, be it enacted, That the Lease or Leases herein-before authorized to be granted thereof may be so granted for the full End and

As to Leases of Hereditaments in 3d. Part of the Schedule, for 66 Years.

[Private.]

z z

Term

Term of Sixty-six Years, to commence and be computed as from the Second Day of *February* One thousand eight hundred and forty-nine and thenceforth next ensuing at or under the yearly Rent of One Pound, for every Acre of such Land, and so in proportion for any less Quantity than an Acre, the same to be reserved and made payable in addition to the said Rates, Royalties, and Payments in respect of the said Mines and Minerals within or under the same.

As to Leases of Castle Morlais Rocks, in 4th Part of the Schedule for 66 Years.

V. And as respects the said Parts or Portions of the said Quarries or Limestone Rocks called the *Castle Morlais Rocks*, specified in the Fourth Part of the said Schedule to this Act annexed, be it enacted, That the Lease or Leases herein-before authorized to be granted thereof may be so granted for the full End and Term of Sixty-six Years, to commence and be computed as from the First Day of *May* One thousand eight hundred and forty-eight, at and under the clear and certain yearly Rent of One hundred and fifty Pounds, and at and under the Rate, Royalty, or Payment of Three-pence for each and every Ton of Limestone which shall be won or gotten from or out of the same Quarries or Rocks, every such Ton to consist of Twenty-one Hundred Weight of One hundred and twenty Pounds, or Two thousand five hundred and twenty Pounds in the whole, the same to be reserved and made payable in addition to the said yearly Rent of One hundred and fifty Pounds; subject nevertheless to the Proviso next herein-after contained, (that is to say,) provided nevertheless, and it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant such Lease or Leases as aforesaid, in and by any Lease of the said Quarries or Limestone Rocks to grant, agree, and provide that it shall be lawful for the said *Anthony Hill*, his Executors, Administrators, or Assigns, yearly and every Year during the Continuance of such Lease, to raise, work, and dispose of, for his and their own Benefit, so much Limestone as, computed at the Rates, Royalties, and Payments last aforesaid, shall be equal to the Amount of the said yearly Rent of One hundred and fifty Pounds, without paying any Rate or Royalty or Payment for the same, other than the said clear yearly Rent of One hundred and fifty Pounds.

Leases of Mines or Minerals may contain certain Exceptions and Reservations.

VI. And be it enacted, That every or any Lease or Leases of Mines or Minerals to be granted pursuant to this Act may contain all such Exceptions from any such Lease or Leases of building or other Stones, and may contain all such Reservations of Royalties, Rates, or Payments for or in respect of the building or other Stones (if any) to be comprised in any such Lease or Leases, (all such last-mentioned Rates, Royalties, or Payments nevertheless to be in addition to the Rents, Rates, Royalties, and Payments hereby required to be reserved,) as the Person or Persons for the Time being exercising the Powers of leasing in this Act contained shall think fit; and such Lease or Leases may also contain all such Reservations, to and for the Person or Persons claiming or to claim Estates under the said recited Will of the said *Other Archer* Earl of *Plymouth*, of Rights of Way, Road, and free Passage through, over, and across the Lands or any of them proposed to be demised, or any Part or Parts thereof, either for the Purpose of making and using any Railway or Railways, Tramroad or Tramroads, or other Roads, Ways,

or

or Communications between the Lands of such Person or Persons, to and with any Railway or Tramroad or Canal, either belonging to any public Company or otherwise, or for any other Purpose whatsoever, as to such Person or Persons may seem fitting or convenient.

VII. And be it enacted, That all the Rents, Royalties, Rates, and Payments to be reserved and made payable as aforesaid shall be reserved and made payable by equal half-yearly Payments at the Days or Times herein-after mentioned; (that is to say,) as to, for, and concerning the said Rent, Royalties, Rates, and Payments in respect of the said Mines and Minerals in or under the said Iron Furnace, Messuages, Buildings, Closes, Farms, Lands, and Territories specified in the said First and Second Parts of the said Schedule hereunto annexed, and as to, for and concerning the said Rent in respect of the said Iron Furnace, Messuages, and Buildings, and the Surface of the said Closes and Lands specified in the said First Part of the same Schedule, and of the said Lands called *Tyr Taldwin*, the said Rents, Royalties, Rates, and Payments shall be reserved and made payable on the First Day of *November* and the First Day of *May* in every Year, and the first of each and every such half-yearly Payments shall be made on the First Day of *November* One thousand eight hundred and sixty-four; and as to, for, and concerning the Rent which shall be reserved in respect of the Surface of the said Farms and Lands called *Wayn Wilt* and *Pen-y-lan* and *Pen-y-lan Mountain*, the same shall be reserved and made payable on the Second Day of *August* and the Second Day of *February* in every Year, the first of such half-yearly Payments to be made on the Second Day of *August* One thousand eight hundred and forty-nine; and as to, for, and concerning the Rates, Royalties, and Payments which shall be reserved in respect of the said Parts or Portions of Quarries or Limestone Rocks situate at *Castle Morlais* aforesaid specified or described in the said Fourth Part of the said Schedule to this Act, the same shall be reserved and made payable on the First Day of *November* and the First Day of *May* in every Year, the first of such half-yearly Payments to be made or considered to have been due on the First Day of *November* One thousand eight hundred and forty-eight; and all and every the Rents, Royalties, Tolls, Rates, and Payments which shall be reserved and made payable by any Lease or Leases pursuant to this Act shall be made payable free and clear of and from all present and future Taxes, Charges, Rates, Assessments and Impositions, Payments and Outgoings whatsoever, and shall be incident to and go along with the Remainder or Reversion immediately expectant on the Determination of such Lease or respective Leases.

Rents and Royalties to be made payable half-yearly, free from Rates and Taxes, and to be incident to the immediate Reversion.

VIII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being exercising the Powers of leasing in and by this Act contained or given, in and by any such Lease or Leases of the Surface of the said Lands and Hereditaments specified in the said First and Third Parts of the said Schedule to this Act annexed, and the said Lands called *Tyr Taldwin*, to provide and agree with and to the said *Anthony Hill*, his Executors, Administrators, and Assigns, that the said *Anthony Hill*, his Executors, Administrators, and

Leases of the Surface may contain Provisions authorizing the Erection of Buildings unconnected with Mining Works, &c.

and Assigns, or his or their Under-lessees, shall not be impeachable for Waste by reason of the building or Erection of any Messuage or Dwelling House, Messuages or Dwelling Houses, or Buildings to be held therewith respectively, on the same Lands and Hereditaments or any of them, (notwithstanding the same shall not be built or erected for any Purposes connected with or relating to the said Mines or Minerals,) or of converting the Lands or any of them into Gardens or Garden Ground; and it shall be lawful to and for the Person or Persons for the Time being exercising the Powers of leasing in and by this Act contained or given, in and by any Lease or Leases of the Surface of the said Lands specified in the said First and Third Parts of the Schedule to this Act, and the said Lands called *Tyr Taldwin*, and herein-before authorized to be demised or leased as aforesaid, to reserve and make payable (in addition to other the Rent or Rents, Royalties, Rates, and Payments herein-before required to be reserved in respect of the Surface of such Lands, and the Mines and Minerals within or under the same,) such Rent or Rents, in respect of any Part or Parts of the same Lands upon which any such Messuage or Dwelling House, Messuages or Dwelling Houses as last aforesaid, may be so erected, or which may be so converted into Gardens or Garden Ground, and to commence and be payable from such Time or Times as shall be agreed upon between such Person or Persons and the said *Anthony Hill*, his Executors, Administrators, or Assigns; and in such Lease or Leases may be contained all such Covenants and Provisions as the Person or Persons for the Time being exercising the Powers in this Act contained shall deem necessary or convenient, for Payment of the additional Rent or Rents which may be so reserved and made payable, and for the Recovery thereof, and for keeping such Messuages or Buildings as last aforesaid (if any) in repair, and for Re-entry upon the Premises to be comprised in such Lease or respective Leases in case of Nonpayment of such additional Rent or Rents, and upon Breach of the Covenants or any of them to be contained in such Lease or Leases in reference to such Messuages or Buildings, Gardens or Garden Ground.

Every Lease to be granted pursuant to this Act to contain a Covenant for Payment of the Rent.

IX. Provided nevertheless, and be it enacted, That in every Lease to be granted pursuant to this Act there shall be contained on the Part of the said *Anthony Hill*, his Executors, Administrators, and Assigns, a Covenant for the due and punctual Payment of the Rent, Royalties, Rates, and Payments to be respectively reserved and made payable in and by such Lease or respective Leases, whether contingent or otherwise, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the same Premises, and also a Proviso or Condition or a Clause in the Nature of a Proviso or Condition of Re-entry, and of making void and determining the same, in case the Rents, Royalties, and Payments by such Lease or respective Leases to be reserved or made payable shall be behind and unpaid by any Period or Space to be therein limited, not exceeding Thirty Days after the Times to be appointed for Payment or Delivery thereof, such Rent having been lawfully demanded at any Time after the Expiration of the Period to be by such Lease or respective Leases limited for Payment thereof, and such other Clauses or Powers of Re-entry, or for Determination of any such Lease, as shall

be agreed on, and as respects any such Lease or Leases of Mines and Minerals or the said Limestone Rocks respectively, Covenants on the Part of the Lessee for properly and continuously working the said Mines and Works and Limestone Rocks respectively, according to the most approved System, and with a view to the Extraction of the greatest practicable Amount of Mineral, and as respects Mines, for insuring the regular Drainage of the same, and the working thereof without Waste, and such other Covenants on the Part of the Lessee for working and managing the said Mines and Works and Limestone Rocks as may be mutually agreed upon between the Person or Persons for the Time being exercising the Powers of leasing in and by this Act contained or given; and the said *Anthony Hill*, his Executors, Administrators, or Assigns respectively, and also (notwithstanding the Liberty, Power, and Authority herein-before authorized to be granted to the said *Anthony Hill*, his Executors, Administrators, and Assigns, of removing any Furnaces, Forges, Dwelling or other Houses, Buildings, Erections, Mills, Engines, Works, or Machines,) in every Lease to be granted to the said *Anthony Hill*, his Executors, Administrators, and Assigns, pursuant to the Provisions of this Act, in which such a Covenant shall be applicable, shall be contained a Covenant on the Part of the said *Anthony Hill*, his Executors, Administrators, and Assigns, that no such Furnaces, Forges, Dwelling or other Houses, Buildings, Erections, Mills, Engines, Works, or Machines shall be either wholly or partially removed within the last Seven Years of the Term for which such Lease or respective Leases shall be granted, and also a Covenant to repair, keep and leave in repair, all such Furnaces, Forges, Dwelling or other Houses, Buildings, Erections, Mills, Engines, Works, or Machinery as shall remain, stand, or be in or upon, or be erected, made, or constructed in or upon, the Lands to be comprised in such Lease or respective Leases, at any Time within the last Seven Years of each of the same Terms; and in the Lease or respective Leases to be granted pursuant to the Powers of this Act of Mines and Minerals, and of the said Quarries or Limestone Rocks, shall be inserted all such Covenants, Clauses, and Provisions as shall be considered necessary or proper for the Inspection and surveying from Time to Time, by the Reversioners or Person or Persons entitled to Estates under the said recited Will of the said *Other Archer* Earl of *Plymouth*, and his, her, or their Agents, or other Person or Persons authorized thereto by him, her, or them, of the Mines and other Premises so to be demised, and for the keeping of true Accounts of the Quantities of Mineral raised and consumed, or raised without being consumed, for the Inspection, Examination, and checking of the said Accounts, and making Copies thereof or Extracts therefrom, by any such Person or Persons as aforesaid, and for the working in fair and proper Proportion and in right Order by the said *Anthony Hill*, his Executors, Administrators, and Assigns, of the Coal and Ironstone, in order to prevent as far as possible the working of any particular Bed of Coal and Ironstone or either of them so as to injure or interfere with the working of any other such Bed.

Every Lease (in which such a Covenant shall be applicable) to contain a Covenant by Lessee not to remove Furnaces, &c.

Leases of Mines or Quarries to contain Provisions for Lessees keeping Accounts of Minerals raised, &c.

X. And be it enacted, That the Lessee to whom any such Lease shall be made as aforesaid shall duly execute a Counterpart or Duplicate of such Lease; and in every such Demise or Lease of any Mines

Lessees to execute Counterparts and Leases of Mines or

[Private.]

Minerals, to contain a Covenant as to taking Tramplates, &c. at a Valuation.

or Minerals there shall be contained a Covenant or Proviso on the Part of the Lessee, his Heirs, Executors, Administrators, and Assigns, that it shall and may be lawful for the Person for the Time being entitled to the Rents reserved by such Lease, if such Person shall in his Discretion think fit so to do, at the Expiration or other sooner Determination of such Lease, (he having given Twelve Calendar Months previous Notice in Writing so to do,) to purchase all and singular or any of the Tramplates, Engines, Tools, Implements, and Utensils used or employed by such Lessee, his Heirs, Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises demised by such Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Lease shall be fixed, one of them by the Person so intending to purchase, another by the Lessee, his Heirs, Executors, Administrators, or Assigns, and a Third by the Two Persons first chosen, before they shall enter upon the Valuation, with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease; and that every or any Lease granted by virtue of this Act shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisions, and Agreements as shall be usual and proper under the Circumstances, and shall be mutually agreed upon between and by the Lessor and Lessee, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements herein-before directed to be inserted therein.

Lessors may stipulate that no Rent shall be paid for Coal consumed by the Workmen or by the Steam Engines on the Premises, &c.

XI. And be it enacted, That it shall be lawful for the Person or Persons for the Time being exercising the Powers of leasing in and by this Act given or contained, in and by any such Lease or Leases of Mines and Minerals, to stipulate and agree with the said *Anthony Hill*, his Executors, Administrators, and Assigns, that neither the said Rent of Three thousand Pounds, or any other of the said Rents, Royalties, or Reservations, shall be payable or paid in respect of such Part of the Coal won and gotten from the said Mines as shall be used and consumed by or for the Colliers, Weighers, and Workmen or others employed in or about the said Coal Mines or Collieries, and who are customarily allowed to use Coal without paying for the same, or which shall be used or consumed by or for the Use of the Steam and other Engines on the Premises, or in drawing Coals to the Pit's Mouth, or pumping Water from the same, or by or for the Furnaces used for Ventilation, or the Pit Fires attached to the same.

Power may be given to Lessee to interchange Minerals.

XII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being exercising the Powers of leasing herein-before contained or referred to, subject nevertheless and without Prejudice to the Remainder then to come and unexpired of the said Term of Ninety-nine Years created by the said recited Indenture of Lease of the Fourteenth Day of *December* One thousand seven hundred

dred and sixty-three, also to stipulate and agree with the said *Anthony Hill*, his Executors, Administrators, and Assigns, in any Lease or Leases granted under or by virtue of any such Power or otherwise, that he or they shall be at liberty and expressly authorized during the Continuance of such Lease or Leases to interchange Minerals to and from all or any Part of the Lands and Works comprised in or any Minerals under which are demised by such Lease or Leases and any adjoining Lands and Works, in such Manner as may be convenient and desirable for him and them, and notwithstanding any Restriction which might otherwise subsist thereon, but so always that no Rents, Royalties, Dues, or Duties payable or to be rendered in respect of any Minerals raised or gotten from or at the said first-mentioned Lands or Works shall be lessened, suspended, or varied by reason of any such Liberty or Authority so to be granted in pursuance of this present Provision.

XIII. And be it enacted, That no Fine, Premium, or Foregift shall be accepted or taken for making or granting any Lease under the Powers of this Act.

No Fines to be taken for granting Leases.

XIV. And be it further enacted, That if by reason of some technical Error or Informality any Lease to be granted by virtue of this Act shall be void or voidable, it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases (if he, she, or they shall think fit so to do,) to confirm any such Lease, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such 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 Rents, Royalties, Rates, or Payments, or at a larger Amount of Rent or Royalty than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Leases, if void or voidable on account of technical Error, may be confirmed, or new Leases granted, but no Fine to be taken.

XV. Provided always, and be it further enacted, That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said *Other Archer* Earl of *Plymouth* contained or referred to, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Act not to affect certain Powers in Will of *Other Archer* Earl of *Plymouth*.

XVI. And be it further enacted, That every Lease which shall be granted in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon and against the said *Mary* Countess *Amherst*, and the said *Charles* Earl of *Liverpool* and *Charles Pascoe Grenfell* as her Trustees, and upon the said *Charles Drummond* and *John Mills*, their Executors, Administrators, and Assigns, and the said *William Pitt* Earl *Amherst* and *John Drummond*, their Heirs and Assigns, and all Persons claiming under them respectively; and that the Rents, Royalties, and Payments to be reserved and made payable by any Lease or Leases to be made under the Powers or Provisions of this Act, and all Covenants, Agreements, Provisoos, and

Parties who are to be bound by Leases to be granted under this Act.

Rents and Royalties to be incident to the Reversion.

and Conditions in such Lease or Leases contained, and on the Lessee's Part to be observed, performed, fulfilled, and kept, and also the Proviso or Condition of Re-entry in the same Lease or Leases to be contained, shall be incident to and go along with, and shall and may be received, enforced, and taken advantage of by the Person or Persons who shall or may be possessed or seised of or entitled to the Premises comprised therein in reversion immediately expectant upon the Determination of or in the meantime subject to the same Lease or Leases.

Receipt of Lessor endorsed on Lease to be Evidence of Execution of Counterpart.

XVII. And be it further enacted, That the Receipt of the Person or Persons making every or any Lease or Demise by virtue of this Act, endorsed on such Lease, acknowledging that he or she has received such Counterpart or Duplicate thereof as is hereby required to be executed of such Lease, shall, in favour of the Lessee, and of all Persons claiming under him, be *primâ facie* Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

During the Life of Lady Harriet Clive, the Trustees under the Will of Other Archer Earl of Plymouth to receive the Rents, &c., and apply the same for her Benefit.

XVIII. And be it enacted, That during the Life of the said Lady *Harriet Clive* the said *William Pitt* Earl *Amherst* and *John Drummond*, and the Survivor of them, and his Heirs or Assigns, or other the Trustees or Trustee for the Time being of the said recited Will of the said *Other Archer* Earl of *Plymouth*, shall receive the Rents, Rates, Royalties, and Payments to be reserved and made payable in respect of such Leases to be granted under the Powers of this Act, and shall pay and apply the same upon such Trusts and in such Manner, for the Benefit of the said Lady *Harriet Clive* and her Assigns, as in and by the said recited Will of the said *Other Archer* Earl of *Plymouth* is provided and declared of and concerning the Rents, Issues, and Profits of the said Manors, Lands, and Hereditaments by the same Will devised to the said *William Pitt* Earl *Amherst* and *John Drummond*, and their Heirs, during the Life of the said Lady *Harriet Clive*, upon the Trusts for her separate Use and in the Manner herein-before recited.

Expenses of Act.

XIX. And be it further enacted, That it shall be lawful for the said *William Pitt* Earl *Amherst* and *John Drummond*, or the Survivor of them, their or his Executors, Administrators, or Assigns, or other the Person or Persons who shall be for the Time being possessed of any Monies which shall have arisen from or been produced by Sales, or for Equality of Exchange, of or in respect of Lands and Hereditaments devised and settled by the said recited Will of the said *Other Archer* Earl of *Plymouth* to the Uses and in the Manner afore-said, under the Powers in the same Will contained, with and out of any such Monies which shall be for the Time being in their or his Hands, and by the same Will directed to be laid out in the Purchase of Lands and Hereditaments, to pay and defray the Costs, Charges, and Expenses of preparing, soliciting, applying for, and obtaining this Act, in like Manner as if the same had been or constituted a Principal Sum in gross, being a Charge upon all or any of the said Manors and Hereditaments by the same Will settled, and by the same Will declared or directed to be discharged with and out of Money
which

which should be received upon any such Sale, Exchange, or Partition, as in and by the same Will authorized to be made, and as if, as far as the Circumstances will permit, such Sum and Sums of Money, Costs, Charges, and Expenses, or the Amount thereof, had been a Sum charged on the Manors and Hereditaments by the same Will settled.

XX. And be it enacted, That it shall be lawful for the High Court of Chancery, from Time to Time, upon the Petition, to be preferred in a summary Way, by or on behalf of the said Lady *Harriet Clive*, or by or on behalf of the Person or Persons for the Time being beneficially entitled under the said recited Will of the said *Other Archer* Earl of *Plymouth* to the immediate Estate of Freehold of and in the said Hereditaments situate in the said County of *Glamorgan*, or upon the Petition of the Guardian or Guardians for the Time being of any such Person or Persons, being a Minor or Minors, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act or preparatory thereto, and also all Costs, Charges, and Expenses of and incidental to any Applications to the said Court of Chancery in pursuance of this Act, or otherwise in carrying the Trusts and Purposes of this Act into execution.

Court of Chancery may make Orders for taxing and settling the Costs of this Act.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Mary Countess Amherst*, and the said *Charles* Earl of *Liverpool* and *Charles Pascoe Grenfell*, their Executors, Administrators, and Assigns, in respect of the said Term of One hundred and fifty Years created by the said recited Indenture of Release and Settlement of the Third Day of *August* One thousand eight hundred and eleven, and the said *Charles Drummond* and *John Mills*, their Executors and Administrators, in respect of the said Term of Five hundred Years created by the said recited Will of the said *Other Archer* Earl of *Plymouth*, and in respect of other their several and respective Estates under the same Will, and other the Trustees or Trustee for the Time being of the same Term, and the said *William Pitt* Earl *Amherst* and *John Drummond*, and their Heirs, in respect of the said Estate limited to them and their Heirs in and by the same Will during the Life of the said Lady *Harriet Clive*, and other their Estate under the same Will, and also the said Lady *Harriet Clive*, her Appointees, Executors, and Administrators, and the said *Robert Henry Clive* and the said *Robert Clive*, and the First and other Sons of the Body of the said *Robert Clive*, and the Heirs Male of the Body and Bodies of all and every such Son and Sons, and the said *George Herbert Windsor Clive* and *William Windsor Clive*, and the Heirs Male of their respective Bodies, and all and every other the Son and Sons hereafter to be born of the said Lady *Harriet Clive*, and the Heirs Male of the Body and Bodies of all and every such Son and Sons respectively, and the said *William Pitt* Viscount *Holmesdale*, and the said *William Archer Amherst*, *Frederick Amherst*, *Percy Arthur Amherst*, *Jeffery Charles Amherst*, and *Joceline George Herbert Amherst*, and the Heirs Male of their Bodies respectively, and all and every other the Son and Sons here-

General Saving.

[Private.]

3 b

after

after to be born of the said *William Pitt* Viscount *Holmesdale*, and the Heirs Male of the Body and Bodies of all and every such Sons respectively, and all and every other the Person or Persons to whom any Estate, Right, Title, Interest, or Inheritance shall have been devised or bequeathed, descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said *Other Archer* Earl of *Plymouth*, and the right Heirs of the said *Other Archer* Earl of *Plymouth*,) all such Estate, Right, Title, Claim, and Demand whatsoever, in, to, or out of the same Premises, as they, every or any of them, might have had in case this Act had not been passed.

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

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

The SCHEDULE to which this Act refers.

FIRST PART.

	A.	R.	P.
Ter-y-Pwll - - - - -	31	2	20
Nant-y-Gravog - - - - -	14	1	7
Lands at the Pentrebach - - - - -	18	0	24
Given Glaes - - - - -	134	1	3
Lands at the Pentrebach - - - - -	14	3	4
Gwain Her - - - - -	28	1	26
Glean Mill - - - - -	191	2	35
Little Field - - - - -	1	1	8
Late Cottage and Croft - - - - -	0	2	7
Pen-y-Coed Kae - - - - -	20	0	26
Furnace Field - - - - -	2	3	37
Merthyr Mill.			
	<hr/>	<hr/>	<hr/>
	458	0	37
	<hr/>	<hr/>	<hr/>

SECOND PART.

Wayn Wilt - - - - -	65	0	0
Pen-y-lan - - - - -	174	0	0
Pen-y-lan Mountain to the Boundary between the Parishes of Merthyr Tydvil and Aberdare, or to the Main Fault which runs in a North and South Direction between Pen-y-lan Mountain and Tella Robert - - - - -	68	0	0
Tyr Taldwin - - - - -	92	2	0
The Beacons - - - - -	182	0	0
Pwll Glosse - - - - -	118	0	0
Blaen-y-Cwm - - - - -	32	2	0
	<hr/>	<hr/>	<hr/>
	732	0	0
	<hr/>	<hr/>	<hr/>

All those Lands comprised in and settled by the said recited Will of the said Other Archer Earl of Plymouth which now are or lately were held by the Merthyr Tramroad Company, and used and occupied by them as a Tramroad, and extending from a certain Brook called Nant-y-Brook to the South End of Tyr Taldwin Farm.

THIRD

THIRD PART.

	A.	R.	P.
Wayn Wilt	65	0	0
Pen-y-lan	174	0	0
Pen-y-lan Mountain	68	0	0
	<u>307</u>	<u>0</u>	<u>0</u>

FOURTH PART.

Parts of the Quarries or Limestone Rocks situate at Castle Morlais in the said Parish of Merthyr Tydvil called the Castle Morlais Rocks, containing	50	0	0
	<u>50</u>	<u>0</u>	<u>0</u>

J. Tomson.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.