



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. 29.

An Act to authorize the granting of Mining and Farming Leases of Estates subject to the Uses of the Will of *Miles Staveley* Esquire.

[7th August 1854.]

WHEREAS *Miles Staveley* Esquire, Lieutenant General in His Majesty's Forces, and Colonel of the Fourth or Royal *Irish* Regiment of Dragoon Guards, deceased, made and published his last Will and Testament in Writing, bearing Date the Twenty-eighth Day of *July* One thousand eight hundred and twelve, executed and attested in such Manner as was then required by Law for rendering valid Devises of Real Estates, and did thereby give and devise all and every his Messuages, Lands, Tenements, Hereditaments, and Real Estate, of what Nature or Kind soever (except what he held by or under Leases for Lives or Years), with their and every of their Appurtenances, unto and to the Use of his Kinsman *Thomas Kitchingman Hutchinson*, the eldest Son of *Mary*, One of the Daughters of *John Tanfield*, late of *Carthorpe* in the County of *York*, Esquire, deceased, for his Life, without Impeachment of Waste otherwise than destructive and malicious Waste, and with full Power to sell Timber, and improve, add to, or otherwise alter all or any of his Messuages, Lands, Plantations, and Grounds, at his or their free Will and Pleasure; with Remainder to the Use of Sir *Thomas Slingsby* of

Will of
General
Staveley,
Dated 28th
July 1812.

[Private.]

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Scriven

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Scriven in the County of *York*, Baronet, *James Collins* of *Knareborough* in the same County, Esquire, and *Charles Hopkinson* of *Saint Albans Street* in the County of *Middlesex*, Esquire, and their Heirs, during the Life of the said *Thomas Kitchingman Hutchinson*, in trust to preserve the contingent Remainders; with Remainder to the Use of his First, Second, Third, Fourth, Fifth, and all and every other Son and Sons, severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of his the said Testator's Kinsman *Tanfield Cookson*, eldest Son of *Martha Cookson*, another of the Daughters of the aforesaid *John Tanfield*, deceased, for his Life, without Impeachment of Waste otherwise than as aforesaid, and with such Powers as aforesaid; with Remainder to the Use of the said Sir *Thomas Slingsby*, *James Collins*, and *Charles Hopkinson*, and their Heirs, during his natural Life, in trust to support the contingent Remainders; with Remainder to the Use of his First, Second, Third, Fourth, Fifth, and all and every other Son and Sons severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of *George Hutchinson*, the other surviving Son of the aforesaid *Mary Hutchinson*, for his Life, without Impeachment of Waste otherwise than as aforesaid, and with such Powers as aforesaid; with Remainder to the Use of the aforesaid Trustees and their Heirs during his Life in trust to support the contingent Remainders; with Remainder to the Use of his First, Second, Third, Fourth, Fifth, and all and every other Son and Sons, severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of the Second Son of the Body of *Ware*, another of the Daughters of the said *John Tanfield* by *Ware*, her then present Husband, and the Heirs Male of the Body of such Second Son; and in case of such Second Son's dying without Issue Male of his Body, or of his becoming an eldest Son, then to the Use of the First Son of the Body of the said *Ware* by any future Husband, and the Heirs Male of the Body of such First Son; with Remainder to the Use of *Basil Beridge*, the eldest Son of *Dorothy Beridge*, another of the Daughters of the said *John Tanfield*, for his Life, without Impeachment of Waste otherwise than as aforesaid, and with such Powers as aforesaid; with Remainder to the Use of the aforesaid Trustees and their Heirs during his Life, in trust to support the contingent Remainders; with Remainder to the Use of his First, Second, Third, Fourth, Fifth, and all and every other Son and Sons, severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of *Tanfield Beridge*, the Second Son of the said *Dorothy Beridge*, for his Life, without Impeachment of Waste otherwise than as aforesaid, and with such Powers as aforesaid; with Remainder to the Use of the aforesaid Trustees and their Heirs during his natural Life, in trust to support the contingent Remainders; with Remainder to the Use of his

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his First, Second, Third, Fourth, Fifth, and all and every other Son and Sons, severally and successively according to their respective Seniorities, in Tail Male; with Remainder to the Use of the eldest Son of the Body of *Latham* (the Wife of *Thomas Latham* of *Billingborough* in the County of *Lincoln*, Clerk, One of the Daughters of Mistress *Martin*, Widow, deceased, who was the eldest Daughter of the said *John Tanfield*), and to the Heirs Male of the Body of such eldest Son; with Remainder to the Use of the Second Son of the said Mistress *Latham*, and the Heirs Male of his Body; with Remainder to the Use of the Second Son of Mistress *Sarah Smyth*, the eldest Daughter of *Daniel Wilson* Esquire, by *Sarah* the Daughter of the late *Robert Harper* Esquire, and the Heirs Male of the Body of such Second Son; and in case of such Second Son dying without Issue Male of his Body, or of his becoming an eldest Son, then to the Use of the eldest Son of the Body of Mistress *Newsham*, the Sister of the said Mistress *Latham* and Daughter of the said Mistress *Martin*, and the Heirs Male of the Body of such eldest Son; with Remainder to the Use of the Second Son of the Body of Lady *Bromley*, the Second Daughter of the said *Daniel Wilson* by the said *Sarah* the Daughter of the said *Robert Harper*, and the Heirs Male of the Body of such Second Son; and in case of such Second Son dying without Issue Male of his Body, or of his becoming an eldest Son, then to the Use of the eldest Son of the Body of *Helen Cookson*, the eldest Daughter of his the Testator's aforesaid Kinswoman *Martha Cookson*, and the Heirs Male of his Body; with Remainder to the Use of the eldest Son of the Body of *Marianne Payne*, the Half-Sister of the said *Thomas Kitchingman Hutchinson*, and the Heirs Male of the Body of such eldest Son; with Remainder to the Use of the eldest Son of the Body of *Dorothy Beridge*, the Sister of the said *Basil Beridge*, and the Heirs Male of the Body of such eldest Son; with Remainder to the Use of the eldest Son of the Body of *Martha Cookson*, the Second Daughter of the said *Martha Cookson*, and the Heirs Male of his Body; with Remainder to the Use of the eldest Son of the Body of *Cookson*, the Third Daughter of the said *Martha Cookson*, and the Heirs Male of his Body; with Remainder to the Use of the eldest Son of the Body of *Cookson*, the Fourth Daughter of the said *Martha Cookson*, and the Heirs Male of his Body; with Remainder to the Use of the eldest Son of the Body of *Cookson*, the Fifth Daughter of the said *Martha Cookson*, and the Heirs Male of his Body; with Remainder to the Use of the said Testator's own right Heirs for ever; and in the said Will was contained Power for the said *Thomas Kitchingman Hutchinson*, and the said *Tanfield Cookson*, *George Hutchinson*, *Basil Beridge*, and *Tanfield Beridge*, when and as they should respectively become entitled to and in possession of the Testator's said Messuages and other

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other Hereditaments by virtue of the Limitations therein-before contained, to grant, limit, or appoint any Rent or annual Sum not exceeding Four Hundred Pounds *per Annum*, to be issuing and payable out of all or any of the said Messuages, Lands, and Hereditaments which were therein-before given and limited to them respectively for Life as aforesaid unto and to the Use of or in trust for any Woman or Women he or they should marry, for and during the Life or Lives of such Woman or Women respectively, for or in nature of her or their Jointure or Jointures, and in bar of Dower; and the said Testator also gave and devised all and singular the Messuages, Lands, and Hereditaments whatsoever and wheresoever, which he held or was entitled to by or under any Lease or Leases for Lives or Years, unto the said Sir *Thomas Slingsby, James Collins, and Charles Hopkinson*, their Heirs, Executors, Administrators, and Assigns respectively, for the Life and Lives which should be in existence, and the Term and Terms of Years which should be unexpired of and in the same Leasehold Premises respectively at the time of his Decease, upon trust, by the Ways and Means in the said Will mentioned for renewing the then present and future Leases of the said Leasehold Premises when and as often as there should be occasion, to renew the same; and upon further trust that the said Trustees and the Survivors and Survivor of them, and the Heirs, Executors, Administrators, and Assigns of such Survivor, should, subject and without Prejudice to the Trusts aforesaid, stand and be seised and possessed of all the said Leasehold Hereditaments and Premises respectively in trust for the Person or Persons who for the Time being should by virtue of his said Will be entitled to the Freehold Manors, Messuages, Lands, and Hereditaments therein-before devised, to the End and Intent that the said Leasehold Hereditaments and Premises might go along with his said Freehold Estate of Inheritance, and be held and enjoyed by the Person or Persons who for the Time being should be entitled to such Freehold Estates so far as the Nature of the said Leasehold Premises respectively, and the Death of Parties, and the Rules of Law and Equity would permit, but that the absolute Property of and in the said Leasehold Estates should not vest in the Tenant in Tail for the Time being of the said Freehold Estates until such Tenant in Tail should attain the age of Twenty-one Years; and he gave to the said Sir *Thomas Slingsby, James Collins, and Charles Hopkinson*, whom he appointed Executors of his said Will, the Sum of One hundred Pounds each; and he gave and bequeathed all and every the Rest and Residue of his Monies, and all his Monies in the Funds and on Mortgage or other Securities, and all and singular other his Personal Estate and Effects whatsoever which should remain after Payment of his Debts and Funeral and Testamentary Expences and the Legacies therein-before given, and any other Legacy which he might dispose of by any Codicil or Codicils, unto the said Sir
Thomas

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Thomas Slingsby, James Collins, and Charles Hopkinson, their Executors, Administrators, and Assigns, upon trust that they or the Survivors or Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, as soon after his Decease as a convenient Purchase or Purchases could be found, lay out and invest all the said Rest and Residue of his Personal Estate in the Purchase of Freehold Lands and Tenements to be situated somewhere within the County of *York*, and convey and settle the Lands and Tenements so to be purchased, or cause or procure the same to be conveyed and settled, to such Uses, and for such Estates, and with and subject to such Powers and Provisoos as were therein-before limited, created, and expressed of and concerning his then present Freehold Estates of Inheritance, or as near thereto as the Deaths of Persons and other Circumstances would permit, and in the meantime until the same should be laid out and invested in such Purchase or Purchases as aforesaid should from Time to Time invest and lay out, the same or such Part or Parts thereof as they or he should think fit, in the Public Stocks or Funds, or on Parliamentary or Real Securities, at Interest; and he directed that all the Interest, Dividends, and annual Produce of the said Rest and Residue of his Personal Estate, and of the Stocks, Funds, and Securities wherein or upon which the same or any Part thereof was or should be invested or placed, should belong and be paid and payable to such Person or Persons as would for the Time being be entitled to the Rents and Profits of the Lands and Tenements so to be purchased as aforesaid in case the same were actually purchased and settled as therein-before was directed; and in the said Will was also contained the usual Power to appoint new Trustees: And whereas the said *Miles Staveley* duly made and published a Codicil to his said Will, which Codicil bears Date the Tenth Day of *January* One thousand eight hundred and fourteen, and is executed and attested in the same Manner as his said Will; and thereby, after reciting that he had in and by his said Will settled his Estates therein mentioned in such Manner as is therein expressed, and amongst other Tenants in Tail therein mentioned had settled the same Estates upon *Basil Beridge*, the eldest Son of Mistress *Dorothy Beridge* therein named, and his Issue Male, and in default of such Issue then upon *Tanfield Beridge*, the Second Son of the said *Dorothy Beridge*, and his Issue Male, and in default of such Issue then upon the eldest Son of Mistress *Latham* therein named and his Issue Male, and in default of such Issue then upon the Second Son of the said Mistress *Latham* and his Issue Male, he did then by the said Codicil alter and revoke the same Settlement so far as related to the said Two Sons of Mistress *Beridge* and their respective Issue Male and the said Two Sons of Mistress *Latham* and their respective Issue Male, and he directed that the said Two Sons of Mistress *Latham* and their respective Issue Male should take Precedence and be preferred before

Codicil
to Will
dated 10th
Jan. 1814.

[*Private.*]

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the said Two Sons of Mistress *Beridge* and their respective Issue Male in the said Settlement; and he further willed that the Interest, Dividends, and annual Produce of the Residue of his Personal Estate, and of the Stocks, Funds, and Securities wherein or upon which the same or any Part thereof might be invested or placed, should not be paid and applied in manner directed by his said Will, but should accumulate from Time to Time until the same could be laid out in the Purchase of Real Estates in the Manner by his said Will directed and appointed; and he confirmed his said Will in all other respects, and directed that the said Codicil should be taken as Part thereof: And whereas the said *Miles Staveley* the Testator departed this Life on or about the Twenty-sixth Day of *July* One thousand eight hundred and fourteen without having revoked his said Will or altered the same except so far as the same was altered by his said Codicil, and without having revoked or altered his said Codicil; and the said Will and Codicil were proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Sir Thomas Slingsby, James Collins, and Charles Hopkinson*, on or about the Twentieth Day of *December* One thousand eight hundred and fourteen: And whereas upon the Death of the said Testator the said *Thomas Kitchingman Hutchinson* entered into Possession of the Freehold and Leasehold Estates devised and bequeathed by the said Will: And whereas after Payment of the Debts of the said Testator and his Funeral and Testamentary Expences, and the Legacies bequeathed by his said Will, there remained in the Hands of his said Executors and Trustees a very considerable Sum applicable for the Purchase of Estates as directed by the said Testator: And whereas the said *Thomas Kitchingman Hutchinson*, by virtue of a Royal Licence bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and fourteen, took and has since used the Surname of "*Staveley*" only: And whereas the said *Sir Thomas Slingsby, James Collins, and Charles Hopkinson*, out of the said residuary Personal Estate of the said Testator purchased several Freehold Estates in the said County of *York*, which by several Indentures bearing Date respectively the Seventeenth and Eighteenth Days of *May* One thousand eight hundred and fifteen, the Fourteenth and Fifteenth Days of *June* One thousand eight hundred and fifteen, the Fifteenth and Sixteenth Days of *April* One thousand eight hundred and sixteen, the Third and Fourth Days of *June* One thousand eight hundred and sixteen, and the Twenty-ninth and Thirtieth Days of *September* One thousand eight hundred and nineteen, were conveyed and assured to the Uses by the Will and Codicil of the said Testator expressed and declared of and concerning the Freehold Estates of Inheritance devised by the same Will or such of the same Uses as were then existing: And whereas the said *James Collins* departed this Life on or about the Twenty-fifth Day of *October* One thousand eight hundred and twenty: And whereas *John Tanfield*

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Tanfield Cookson, described in the said Will as the Testator's Kinsman *Tanfield Cookson*, departed this Life in the Month of *September* One thousand eight hundred and twenty-five, without Issue Male: And whereas *Ann Weare*, described in the Will as "*Ware*," another of the Daughters of the said *John Tanfield*, departed this Life in the Month of *June* One thousand eight hundred and forty-three without Issue Male: And whereas the said Sir *Thomas Slingsby* and *Charles Hopkinson*, who had survived the said *James Collins*, out of the said residuary Personal Estate of the said Testator purchased other Freehold Estates in the said County of *York*, which by several Indentures, bearing Date respectively the Fifth and Sixth Days of *April* One thousand eight hundred and twenty-two, the Ninth and Tenth Days of *November* One thousand eight hundred and twenty-nine, and the Ninth and Tenth Days of *November* One thousand eight hundred and twenty-nine, were also conveyed and assured to the Uses by the Will and Codicil of the said Testator expressed and declared of and concerning the Freehold Estates of Inheritance devised by the same Will or such of the same Uses as were then existing: And whereas the said *Charles Hopkinson* departed this Life in the Month of *April* One thousand eight hundred and thirty, leaving the said Sir *Thomas Slingsby* him surviving: And whereas by an Indenture bearing Date the Twentieth Day of *November* One thousand eight hundred and thirty, and made between the said Sir *Thomas Slingsby* of the First Part, the said *Thomas Kitchingman Hutchinson*, by his then Name of *Thomas Kitchingman Staveley*, and the said *George Hutchinson* of the Second Part, *William Collins* and *Charles Hopkinson*, the Son of the said *Charles Hopkinson* deceased, of the Third Part, and *William Charles King* of the Fourth Part, the said *William Collins* and *Charles Hopkinson* the Son were appointed Trustees jointly with the said Sir *Thomas Slingsby*, in the Room and Place of the said *James Collins* and *Charles Hopkinson* the Father: And by the same Indenture, and a Lease for a Year on which the same was grounded, and by Indentures of Lease and Release, bearing Date the Twenty-second and Twenty-third Days of *November* One thousand eight hundred and thirty, the Release being made between the said *William Charles King* of the one Part, and the said Sir *Thomas Slingsby*, *William Collins*, and *Charles Hopkinson* of the other Part, the said devised Freehold Estates were assured and limited to the Uses limited by the said Testator's said Will and Codicil as aforesaid, but with the Substitution of such new Trustees for original Trustees as aforesaid: And whereas the said Sir *Thomas Slingsby* departed this Life in the Month of *February* One thousand eight hundred and thirty-five: And whereas by an Indenture bearing Date the Fifth Day of *November* One thousand eight hundred and thirty-five, and made between the said *William Collins* and *Charles Hopkinson* the Son, of the First Part, the said *Thomas Kitchingman Staveley* and the said *George Hutchinson* of the

Second

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Second Part, *Henry Claridge* and *Henry Archer Raymond* of the Third Part, and *Robert Still* of the Fourth Part, after reciting that the said *William Collins* was desirous to retire and be discharged from the Trusts reposed in him as aforesaid, the said *Henry Claridge* and *Henry Archer Raymond* were appointed Trustees under the said Will and Codicil, jointly with the said *Charles Hopkinson* the Son, in the Place of the said *Sir Thomas Slingsby* and *William Collins*; and by the same Indenture of Release, and a Lease for a Year on which the same was grounded, and by Indentures of Lease and Release bearing Date the Sixth and Seventh Days of *November* One thousand eight hundred and thirty-five, the Release being made between the said *Robert Still* of the one Part, and the said *Charles Hopkinson* the Son, *Henry Claridge*, and *Henry Archer Raymond* of the other Part, the said devised and purchased Estates were assured and limited to the Uses limited by the said Testator's said Will and Codicil as aforesaid, but with the Substitution of such new Trustees for original Trustees as aforesaid: And whereas the said *Henry Archer Raymond* departed this Life in the Month of *March* One thousand eight hundred and forty-five: And whereas the said *Henry Claridge* departed this Life in the Month of *June* One thousand eight hundred and forty-eight: And whereas the said *George Hutchinson* departed this Life in the Month of *March* One thousand eight hundred and fifty-two, without Issue: And whereas the said *Thomas Kitchingman Staveley*, on the Fifth Day of *June* One thousand eight hundred and fifty-two, intermarried with *Anne Elizabeth Burmester*, his present Wife: And whereas by an Indenture bearing Date the Twenty-ninth Day of *January* One thousand eight hundred and fifty-two, and made between the said *Thomas Kitchingman Staveley* of the First Part, the said *Anne Elizabeth*, now *Staveley*, then *Burmester*, of the Second Part, and *Arnold Edward Burmester* Esquire and *John Claridge Burmester* Esquire of the Third Part, the said *Thomas Kitchingman Staveley*, under the Power for that Purpose contained in the said Will, charged certain Parts of the Lands and Hereditaments subject to the Uses of the said Will and Codicil with the Payment to the said *Anne Elizabeth Staveley* of a yearly Rent-charge of Four hundred Pounds for her Jointure, and limited the same Premises to the said *Arnold Edward Burmester* and *John Claridge Burmester* for a Term of Five hundred Years, to commence from the Decease of the said *Thomas Kitchingman Staveley*, upon Trusts for better securing the Payment of such Rent-charge: And whereas the said *Thomas Kitchingman Staveley* has Issue One Son, *Miles Staveley*, who was born on or about the Twenty-sixth Day of *June* One thousand eight hundred and fifty-three, and no other Issue: And whereas the said *Thomas Kitchingman Staveley* has recently agreed with the Estates Committee of the Ecclesiastical Commissioners of *England* to purchase their reversionary Estate and Interest in Fee Simple in Reversion expectant on the Determination of a certain Lease for

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for Lives, and a certain Lease for Years, of Lands and Premises in the Parish of *Ripon* in the said County of *York*, the same Premises being Part of the Leasehold Estates devised and bequeathed by the said Testator's said Will and Codicil as aforesaid, and it is intended that such Estate and Interest shall be assured and limited to the same Uses as the said devised Estates: And whereas there is not any Power in the said Will of the said Testator to grant Farming or other Leases: And whereas there are valuable Mines, Veins, or Beds of Iron Ore and other Minerals under the Lands and Hereditaments, Part of the said Estates, situate in the Parish and Township of *Newton* in the said County of *York*, and it would be greatly to the Benefit and Advantage of the said *Thomas Kitchingman Staveley* and other the Persons who are or may become beneficially interested in the said Estates, if the said *Thomas Kitchingman Staveley*, and after his Decease the Guardians or Guardian of any Infant Tenant in Tail Male of the said Estates, were empowered to grant long Leases of the Mines and Minerals or Quarries found and discovered, or which shall or may at any Time or Times hereafter be opened, found, or discovered, in, under, or upon such Lands and Hereditaments, with the usual and proper Provisions and Restrictions, and also to grant Farming Leases of any Portion of the said Estates for Terms not exceeding Twenty-one Years: And whereas the several Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject, the said *Thomas Kitchingman Staveley*, on behalf of himself and of his said Infant Son, 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, as follows:

I. That from and immediately after the passing of this Act it shall and may be lawful for the said *Thomas Kitchingman Staveley*, during his Life, and after his Death for the Guardian or Guardians for the Time being of any Person who for the Time being shall be beneficially interested in or entitled to the Estates subject to the Uses of the said Will and Codicil of the said *Miles Staveley*, and shall be under the Age of Twenty-one Years, by any Indenture or Indentures from Time to Time to demise or lease all and every or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone and other Stone, Minerals and Substances, found or discovered, or which shall or may at any Time or Times hereafter be found or discovered, in, under, or upon the said Lands and Hereditaments mentioned and comprised in the Schedule to this Act, or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and

[*Private.*]

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either

Power to
grant
Mining
Leases.

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either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, unto any Person or Persons, for any Term or Number of Years, not exceeding Fifty Years as regards Quarries of Stone, Coal Mines, and Seams of Coal, and not exceeding Sixty Years as regards Ironstone and Coal accompanying the same or found therewith, and other Minerals, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone and other Stone, Minerals and Substances, and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Way-gates, Gutters, Water-gates, and Watercourses, and other subterraneous Works in and under the said Lands and Grounds comprised in the said Schedule to this Act, and to erect, build, and construct such Steam Engines, Furnaces, Mills, or Gins, and other Machineries, and to use, occupy, maintain, and amend the same, in such Manner as should be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Coal, Ironstone and other Stone, Metals, Minerals, and Substances, forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe, or Stench from, forth, or out of the same, and also full and free Liberty of Outstroke and Instroke into or from any adjoining Coal, Iron, and other Mines and Quarries, and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room and Pit-room for bringing to bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Coal, Ironstone and other Stone, Minerals, Earth, Rubbish, and Substances, which shall from Time to Time proceed or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries, and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, or their Agents, Workmen, or Servants, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggon, and Carriages, all the Coal, Ironstone and other Stone, Minerals, Earth, Rubbish, and Substances, to be wrought, won, or gotten in, from, or out of the said Mines and Quarries thereby to be demised or leased, and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses,hovels, Sheds, Lodges, Buildings, or Erections,
Engines,

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Engines, Furnaces, Forges, Foundries, Canals, Railways, or framed Waggon Ways, Weighing Machines, or other Machineries, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, and carrying away the said Coal, Ironstone and other Stone, Minerals, Earth, Rubbish, and other Substances, and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggon Ways, Weighing Machines, and other Machineries, at his or their Will and Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, or Spar for making and building such Houses and other Buildings as aforesaid, and generally to use, exercise, and have all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as may be deemed necessary or convenient for working, winning, obtaining, or manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Mines, Minerals, and Materials to be leased or to be 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 any such Mines shall be or shall be agreed upon with or required by any such Lessee, and so as the respective Lessee or Lessees execute Counterparts of all such Demises or Leases as shall be made to them respectively.

II. Provided always, That upon every such Demise or Lease there shall be reserved and made payable yearly or oftener, during the Continuance of the Term or Terms of Years to be thereby respectively created, the best or most improved yearly or other Rent, either in Money, or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of such Lease, and considering the Circumstances of the Case, be reasonably obtained for or in respect of the same Mines, Minerals, Powers, and Privileges respectively, either alone or together with any Lands to be comprised in such Lease, without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, except that Part thereof may (if thought proper) be made payable at a certain Money Rent as is customary in Mining Leases, so as to induce the Lessees to work the Mines leased.

Upon every Demise or Lease a Rent to be reserved.

III. Provided

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Covenants
and Pro-
visoes in
Leases.

III. Provided always, That in every such Lease there shall be contained on the Part of the Lessee a Covenant for the due and punctual Payment or Delivery of the Rents thereby reserved, and of all Taxes, Charges, Rates, Assessments, Compositions, and Impositions whatsoever affecting the demised Premises other than the Landlord's Property Tax, and also a Proviso, Condition, or Power of Re-entry, or of making void and determining the Lease in case the Rents thereby reserved be unpaid by any Period therein limited not exceeding Forty Days after the Time appointed for Payment or Delivery thereof, such Rent having been lawfully demanded.

Lease as to
Lands to
cease with
Lease as to
Mines.

IV. Provided always, That the Lease of all Lands to be leased with any Mines or Minerals, or to be given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byways, Batteries, Cuts, Inclined Planes, or Watercourses as aforesaid, shall cease with the Lease of the same Mines or Minerals.

Power from
Time to
Time to
enter into
new Cove-
nants as to
Mining
Leases.

V. That the said *Thomas Kitchingman Staveley*, and other the Persons aforesaid, may from Time to Time enter into and accept any new Covenants, Stipulations, and Provisions in relation to any Mines or Minerals leased as aforesaid, or any Lands and Hereditaments, Liberties, Licences, Powers, Authorities, Easements, or Privileges connected therewith, with and from any Person or Persons for the Time being entitled to the Benefit of any Lease which shall have been made of such Mines or Minerals by virtue of this Act, and by way of Addition to or Explanation or Alteration of all or any of the Covenants, Stipulations, or Provisions in such Lease contained, yet nevertheless so that such Lease shall, when so added to, explained, or altered, be conformable to the Provisions of this Act, and so that the Lessee execute a Counterpart of every Deed to be executed in pursuance of this present Provision.

Application
of Rents
received
under
Mining
Leases.

VI. That the whole of the Rents or Royalties which shall be reserved or made payable in or by any Mining Lease to be granted in pursuance of the Power or Authority herein-before in that Behalf contained shall in the first instance be paid unto the said *Thomas Kitchingman Staveley*, and after his Decease to the Person who for the Time being shall be beneficially interested in or entitled to the said Estates, if such Person shall then be of full Age, but if not then of full Age, then and until he or they shall attain the Age of Twenty-one Years to the Guardian or Guardians of such Person; and that it shall be lawful for the said *Thomas Kitchingman Staveley*, and other the Persons who for the Time being shall be beneficially interested in or entitled to the said Estates as aforesaid, to retain and keep for his own Use and Benefit Three equal Fourth Parts of such Rents and Royalties, after allowing for the reasonable Costs and Charges of collecting

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collecting and receiving the same, One Half of the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act being charged upon and payable out of such Three Fourth Parts; and that the said *Thomas Kitchingman Staveley*, and other the Persons aforesaid, shall apply the remaining One Fourth Part of such Rents and Royalties in Payment of the other Half Part of the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act; and after such Half Part of such Costs, Charges, and Expences shall have been paid, the said *Thomas Kitchingman Staveley*, and other the Persons aforesaid, shall pay the One Fourth Part of such Rents and Royalties into the Bank of *England* in the Name and with the Privity of the Accountant General of Her Majesty's High Court of Chancery, to be placed to his Account there "*Ex parte* the Estates of *Miles Staveley* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-second, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second; and that the Receipt of any Cashier of the Bank of *England* for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the Register Office of the Court of Chancery, shall be an effectual and conclusive Discharge to the Person or Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt the Person or Persons paying the same Monies, his and their Heirs, Executors, or Administrators, or any of them, shall not be answerable for the Misapplication or Nonapplication, or be liable to see to the Application of such Money or any Part thereof.

VII. That upon a Petition or Motion to be preferred or made to the Court of Chancery in a summary Way by any Person interested in the Lands for the Time being subject to the Uses of the said Will and Codicil, or by the Guardian of any such Person being an Infant, the Court may and is hereby required to order all such Monies so paid into the Bank, or so much thereof as shall not be ordered by the Court to be applied in Payment of Costs, Charges, and Expences, according to the Provisions of this Act, to be from Time to Time laid out in such Manner as the Court directs in the Purchase or Redemption of Land Tax, or in or towards Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Lands for the Time being subject to the Uses of the said Will and Codicil, or in the Purchase of any Freehold or Copyhold Lands in *England* whereof the Copyhold shall not exceed One Sixth

Application under the Direction of the Court of Chancery of Money paid into Bank.

[*Private.*]

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Part in Value of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature).

Settlement
of Lands
purchased,
&c.

VIII. That the Lands from Time to Time purchased under this Act shall immediately after the Purchase thereof be conveyed to the Uses and upon the Trusts for the Time being subsisting under or by virtue of the said Will and Codicil and the said Indentures appointing new Trustees, and the said Indenture charging the said Jointure.

Until so
applied
Monies to
be invested
in Ex-
chequer
Bills.

IX. That all Monies which pursuant to this Act are paid into the Bank, or so much thereof as are not ordered by the Court to be applied in Payment of Costs, Charges, and Expences, according to the Provisions of this Act, shall in the meantime and until such Monies be applied or be invested or laid out in or for all or any of the Purposes by this Act authorized, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer Bills; and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of
Exchequer
Bills.

X. That the Court may make such General or Special Order if necessary that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in Exchange, and in that event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with reference to the Interest of the Bills paid off.

Exchequer
Bills to be
deposited in
the Bank of
England.

XI. That all such Exchequer Bills shall be deposited in the Bank of *England* in the Name of the Accountant General, and shall there remain until the same be, upon a Petition or Motion to be preferred or made to the said Court in a summary Way, ordered to be sold by the Accountant General for completing any Purchase, or for any other of the Purposes of this Act.

Profits on
Sale of
Exchequer
Bills.

XII. That if the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then and in that Case alone the Surplus which remains after discharging the Expences of the Application to the Court shall be paid to such Person as would be entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased and settled pursuant to this Act, or to the Representatives of such Person.

XIII. That

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XIII. That the Court may, upon Petition or Motion preferred or made in a summary Way, from Time to Time make such Orders as the Court may think just for allowing, taxing, and settling all Costs, Charges, and Expences from Time to Time incurred in making the several Applications to the Court in pursuance of this Act, and in paying into the Bank such Monies as are by this Act directed to be paid in, and in taking such Monies out of the Bank, and discharging Incumbrances or investing such Monies or any of them in any Purchase or otherwise as by this Act authorized, and investigating the Title to the purchased Lands, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also may from Time to Time make such Orders as the Court think just for Payment of all such Costs, Charges, and Expences out of the Monies paid into the Bank, or out of the Monies arising by the Sale of the Exchequer Bills.

Court of
Chancery
to make
Orders for
Payment
and Tax-
ation of
Costs, &c.

XIV. That from and after the passing of this Act it shall and may be lawful for the said *Thomas Kitchingman Staveley* during his Life, and after his Death for the Guardian or Guardians for the Time being of any Person who for the Time being shall be beneficially interested in or entitled to the Estate subject to the Uses of the said Will and Codicil of the said *Miles Staveley*, and shall be under the Age of Twenty-one Years, by any Indenture or Indentures to demise or lease all or any Part or Parts of the said Hereditaments and Premises which are subject to the Uses of the said Will and Codicil of the said *Miles Staveley* to any Person whomsoever, for any Term or Number of Years absolute not exceeding Twenty-one Years, to take effect in possession within Three Calendar Months next after the making of the Lease, and not otherwise in reversion or by way of other future Interest, so that in every such Lease there be reserved and made payable the best improved yearly Rent which can at the Time of making such Lease be reasonably had for the same, and so that such Rent be made payable half-yearly or oftener, and so that every such Lease be made without taking any Fine or Foregift or any thing in the Nature thereof for or in respect of the making of the same, and so that there be therein contained a Proviso for Re-entry on Nonpayment for Twenty-one Days of the Rent thereby reserved, and so that the respective Lessees be not made dispunishable for Waste, and enter into sufficient Covenants for the Payment of their respective Rents, and execute Counterparts of their respective Leases.

Power to
grant Rack-
rent Leases
for Twenty-
one Years.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Thomas Kitchingman Staveley*, and the said *Miles Staveley*, the Son of the said *Thomas Kitchingman Staveley*, and his Heirs Male, and the

General
Saving.

Staveley's Estate Act, 1854.

the Second and subsequently born Sons of the said *Thomas Kitchingman Staveley*, and the Heirs Male of the Body of such Sons respectively, and the said *Ann Elizabeth*, the Wife of the said *Thomas Kitchingman Staveley*, and the said *Arnold Edward Burmester* and *John Claridge Burmester*, and the said *Robert Gordon Latham* and the Heirs Male of his Body, and all and every other Persons and Person to or on whom any Estate, Right, Title, or Interest at Law or in Equity is limited or devised, or hath descended or devolved, or shall descend or devolve, by or by virtue of or under the Will and Codicil and Indentures herein-before recited or stated, or any of them,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments and Premises respectively, and every or any Part thereof respectively, as they or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

XVI. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The SCHEDULE to which the foregoing Act refers.

Names of Farms, &c.	Names of Occupiers.	Parish.	Quantities.		
			A.	R.	P.
Newton Farms - - -	{ John Waller - - -	Newton -	77	1	9
	{ John Bailey - - -	Ditto -	65	3	20
Quarry Farm - - -	{ Thomas Weatherill sen.	Ditto -	214	1	7
	{ Thomas Weatherill jun.				
Chapel Farm - - -	John Snowdon - - -	Ditto -	221	3	6
Public House and Land	Michael Bradley jun. -	Ditto -	3	3	38
Quarry House and Land	John Ellis - - -	Ditto -	7	2	7
Woods and Common -	T. K. Staveley, Esq. -	Ditto -	244	0	12
Cottage and Land -	William Winn - - -	Ditto -	1	2	34
Garth - - - -	George Ingledew - - -	Ditto -	0	1	38
Garth - - - -	John Tanfield - - -	Ditto -	0	1	35

Michael Bradley.

LONDON :

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