



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for authorizing the raising of Money on the Security of Estates in the County of *Glamorgan*, settled by the Will of the Right Honourable *Other Archer* late Earl of *Plymouth* deceased, and the Application of the Money for the Improvement of Parts of the Estates, in order to render them available as Building Lands, and for confirming an Agreement with the *Penarth* Harbour, Dock, and Railway Company, heretofore called the *Ely* Tidal Harbour and Railway Company; and for other Purposes.

[25th August 1857.]

WHEREAS by an Indenture of Settlement dated the Third Day of *August* One thousand eight hundred and eleven, between the Right Honourable *Other Archer* then Earl of *Plymouth* (since deceased) of the First Part, the Right Honourable Lady *Mary Sackville* Spinster (now the Dowager Countess *Amherst*) of the Second Part, the Right Honourable *Arabella Diana* Duchess

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Baroness Windsor's Estate Act, 1857.

of *Dorset* (then the Wife of the Right Honourable *Charles* Lord *Whitworth*) of the Third Part, the Right Honourable *William Pitt*, then Baron, afterwards Earl *Amherst*, and *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* (afterwards Earl of *Liverpool*, and since deceased) 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 executed on the Marriage of the said Earl of *Plymouth* with Lady *Mary Sackville*, late Countess of *Plymouth* and now the Dowager Countess *Amherst*,) the Estates of the late Earl of *Plymouth* in the County of *Glamorgan* and elsewhere, including the Manors of *Tardebig* and *Bromsgrove* in the Counties of *Worcester* and *Warwick*, were settled to Uses whereunder (in the Events which have since happened) the Dowager Countess *Amherst* is entitled to receive out of those Estates or Parts thereof a yearly Rentcharge of Four thousand Pounds during her Life 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 the Hereditaments charged therewith are vested in *Charles Pascoe Grenfell* for a Term of One hundred and fifty Years, without Impeachment of Waste, upon trust for better securing the Rentcharge, and the Settlement contained Powers for the late Earl of *Plymouth* to grant Building and other Leases of the Settled Estates or Parts thereof: And whereas *Other Archer* late Earl of *Plymouth* (in this Act called "the Testator"), being or claiming to be entitled to appoint by his Will or to devise the Settled Estates by his Will dated the Twenty-seventh Day of *February* One thousand eight hundred and thirty, and duly executed and attested as then required for devising Real Estate, appointed the Freehold Manors and Hereditaments in the County of *Glamorgan* and elsewhere, over the Inheritance of which he had any Power of Appointment, by that his Will to the Uses therein-after limited thereof, and devised the same Freehold Manors and Hereditaments and all other Freehold Manors and Hereditaments in the County of *Glamorgan* and elsewhere, of the Inheritance whereof he had the Power to dispose, unto the Earl *Amherst* and *John Drummond* and their Heirs; as to the Freehold Manors and Hereditaments in the County of *Glamorgan* and other Hereditaments, including the Manors of *Tardebig* and *Bromsgrove*, to the Use of *Charles Drummond* and *John Mills*, their Executors, Administrators, and Assigns, for a Term of Five hundred Years, upon Trusts for raising such Money for Payment of the Testator's Debts, Funeral Expenses, and Legacies as his Personal Estate should be insufficient to discharge, and subject thereto

Baroness Windsor's Estate Act, 1857.

thereto and to a Limitation of an annual Sum of Two thousand Pounds for the Benefit of the Testator's Wife (but which never arose), and of an annual Sum of Three hundred Pounds for the Benefit of the Testator's Uncle, the Honourable and Reverend *Andrews Windsor* (but which was afterwards revoked by a Codicil), and to a Limitation of the usual Powers and Remedies for securing the Payment of those annual Sums respectively, and to a Limitation to the Use of the Right Honourable *George John Earl De La Warr* and the Earl of *Liverpool*, their Executors, Administrators, and Assigns, for a Term of Six hundred Years, upon Trusts thereby declared (but which Trusts never arose and which Term has ceased) to the Use of the Earl *Amherst* and *John Drummond* and their Heirs during the Life of the Testator's Sister Lady *Harriet Clive*, now the Baroness *Windsor*, without Impeachment of Waste, upon Trust for her Sole and separate Use, with Remainder to the Use of *Robert Clive* (now the Honourable *Robert Windsor Clive*) her eldest Son and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the Earl *Amherst* and *John Drummond* and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First Son of *Robert Windsor Clive* in Tail Male, with Remainder to the Use of the Second and other Sons of *Robert Windsor Clive* severally and successively, according to Priority of Birth in Tail Male, with Remainder to the Use of an Infant then lately born, Second Son of the Baroness *Windsor*, and his Assigns, during his Life, without Impeachment of Waste, with Remainder to the Use of the Earl *Amherst* and *John Drummond* and their Heirs during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of the First Son of that infant Son in Tail Male, with Remainder to the Use of the Second and other Sons of that infant Son severally and successively, according to Priority of Birth in Tail Male, with Remainder to the Use of the Third and other younger Sons of the Baroness *Windsor* severally and successively, according to Priority of Birth in Tail Mail, with divers Remainders over, and the Testator thereby empowered *Robert Windsor Clive*, when in possession, by Deed or Will to appoint a Jointure for his Wife, and a Term of Years upon trust for securing the same, and to charge Portions for his younger Children, with a Term for raising the same; and the Testator thereby declared his Will to be that it should be lawful for the Baroness *Windsor* and *Robert Windsor Clive*, and others therein named respectively, as and when they respectively should be in the actual Possession or beneficially entitled to the Rents, Issues, and Profits of the Manors and Hereditaments therein-before appointed or devised, or any of them, or any Part, or Parts thereof, and for the Earl *Amherst* and *John Drummond*, and the Survivor of them, and the Executors or Administrators of such Survivor, during the Minority of
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Baroness Windsor's Estate Act, 1857.

of any Person or Persons who by virtue of the Limitations thereinbefore 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 Marriage Settlement the Testator was authorized to make or grant of the Hereditaments thereby granted and re-leased, or any of them, under or by virtue of the several Powers of leasing therein contained; and the Testator thereby granted to the Earl *Amherst* and *John Drummond* and the Survivor of them, and the Executors and Administrators of such Survivor, Powers of Sale, Exchange, and Partition of the Estates thereby devised (except the Mansion House and Park of *Hewell*, and the Offices, Gardens, and Pleasure Grounds thereto belonging), with Powers to receive Money for Equality of Exchange or Partition, such Powers to be exercised with such Consent as therein expressed, and declared that the Moneys received on such Sales, Exchanges, or Partitions should be applied in or towards Discharge of Incumbrances on the Estates, and that the Residue should be invested in the Purchase of other Estates to be settled to the same Uses as the Estates sold or given in Exchange, or conveyed upon Partition, with Provision for the interim Investment of such Moneys in Stock, Funds, or Securities of the *British* Government, or on Real Securities in *England* or *Wales*; and the Testator thereby provided for the Appointment from Time to Time of new Trustees of his Will: And whereas the Testator departed this Life on the Tenth Day of *July* One thousand eight hundred and thirty-three without having revoked or altered his Will, as hereinbefore recited, otherwise than by a Codicil revoking the Limitation of the annual Sum of Three hundred Pounds for *Andrews Windsor*, and without ever having had any Issue, and his Will, with Two Codicils, was on the Fourteenth Day of *September* One thousand eight hundred and thirty-three proved by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas *Robert Windsor Clive*, the eldest Son of the Baroness *Windsor*, afterwards attained the Age of Twenty-one Years, and on the Twentieth Day of *October* One thousand eight hundred and fifty-two, being then a Bachelor, intermarried with Lady *Mary Selina Louisa Bridgeman*: And whereas by an Indenture dated the Nineteenth Day of *October* One thousand eight hundred and fifty-two, between *Robert Henry Clive* and *Robert Windsor Clive* (then *Robert Clive*) of the First Part, Lady *Mary Selina Louisa*, now the Wife of *Robert Windsor Clive*, then Lady *Mary Selina Louisa Bridgeman* Spinster, of the Second Part, and the Right Honourable *Edward James* Earl of *Powis*, the Honourable *Orlando George Charles Bridgeman*, commonly called Viscount *Newport*, the Honour-

Baroness Windsor's Estate Act, 1857.

Honourable *John Robert Orlando Bridgeman*, and *Henry Fox Bristow* Esquire, of the Third Part, (being a Settlement made on the Marriage of *Robert Windsor Clive* with *Lady Mary Selina Louisa* his Wife,) *Robert Windsor Clive* covenanted with the Earl of *Powis*, Viscount *Newport*, *John Robert Orlando Bridgeman*, and *Henry Fox Bristow*, their Executors, Administrators, and Assigns, that in the Events therein expressed he would exercise in favour of *Lady Mary Selina Louisa Bridgeman* the Power of jointuring limited to him by the recited Will, and in favour of the younger Children of their Marriage the Power of charging Portions for younger Children limited to him by the recited Will: And whereas there are Issue of the Marriage of *Robert Windsor Clive* and *Lady Mary Selina Louisa* his Wife Three Daughters, and no other Child, to wit, *Georgiana Harriet Charlotte Windsor Clive*, who was born in or about the Month of *October* One thousand eight hundred and fifty-three, *Henrietta Lucy Windsor Clive*, who was born in or about the Month of *April* One thousand eight hundred and fifty-five, and *Mary Agnes Windsor Clive*, who was born in or about the Month of *May* One thousand eight hundred and fifty-six: And whereas the Second Son of the Baroness *Windsor*, in the Will referred to as then lately born, died an Infant of tender Years in the Lifetime of the Testator: And whereas since the Decease of the Testator other Children have been born to the Baroness *Windsor*, One of them being the Honourable *George Herbert Windsor Windsor Clive*, her Third Son, who has attained the Age of Twenty-one Years, and has the first vested Estate Tail under the Limitations of the recited Will: And whereas by an Indenture dated the Sixth Day of *December* One thousand eight hundred and fifty-three, between the Dean and Chapter of the Cathedral Church of the *Holy and Undivided Trinity of Bristol* of the First Part, the Right Honourable *Henry Thomas* Earl of *Chichester*, *John George Shaw Lefevre*, and the Right Honourable *Henry Goulburn*, the Church Estates Commissioners, of the Second Part, *Robert Henry Clive* and the Baroness *Windsor* (then *Lady Harriet Clive*) of the Third Part, *Robert Windsor Clive* (then *Robert Clive*) of the Fourth Part, and the Earl *Amherst* and *John Drummond* of the Fifth Part, the Manor, Lands, and Hereditaments mentioned and set forth in the Schedule thereunder written, with the Appurtenances, were conveyed to the Earl *Amherst* and *John Drummond*, and their Heirs, nevertheless to and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations by the Will of the Testator limited and declared of and concerning his Manors of *Tardebig* and *Bromsgrove*, thereby devised and settled, or such and so many of them as were then subsisting undetermined or capable of taking Effect: And whereas on the Thirteenth Day of *March* One thousand eight hundred and fifty-seven *William Pitt* Earl *Amherst* departed this Life: And whereas the Estates specified in the First Schedule

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Baroness Windsor's Estate Act, 1857.

dule to this Act annexed comprise Parts of the Estates in the County of *Glamorgan* which were appointed and devised as herein-before recited by the recited Will, and Parts of the Estates conveyed by the Indenture of the Sixth Day of *December* One thousand eight hundred and fifty-three: And whereas the whole of the Estates specified in the First and Second Schedules to this Act respectively annexed are now subject to the recited Limitations of the recited Will: And whereas the Estates specified in the First Schedule (which in this Act are called the Building Lands) are situate near to *Cardiff* Harbour and the *Ely* Tidal Harbour respectively: And whereas by reason of the Increase of the Trade and Commerce of the Port of *Cardiff* and the Extension of Railways to or near to the Building Lands, and the Intention to establish Docks and Shipping Places and other Works at or near to the Mouth of the River *Ely* (which opens into *Cardiff* Harbour), and adjoining or near to the Building Lands, and by reason also of the great Increase of the Population of *Cardiff* and its Neighbourhood, a great Demand for Building Land there has lately arisen, and there is Reason for believing that the Demand will continue and increase: And whereas the Powers of granting Building Leases of the Building Lands which are now exerciseable under the recited Will are adequate for the granting of such Building Leases thereof as are in Demand, but in order to the letting of the Building Lands at the most beneficial Rents it is requisite that they should be laid out for building, and that Roads and Sewers should be made therein: And whereas the Baroness *Windsor*, with the Approval of *Robert Windsor Clive*, sometime since borrowed from the Earl *Amherst* and *John Drummond*, as the then Trustees of the recited Will, several Sums of Money amounting together to Eight thousand two hundred Pounds, and expended the same in making Roads and other Improvements in Part of the Building Lands and other Parts of the Estates devised by the Testator, and thus enabled Parts of the Building Lands to be let off on Building Leases at advantageous Rents, but a far larger Outlay in making Roads and Sewers therein is requisite: And whereas no Provision was made by the recited Will for any such Outlay, and by reason thereof the Powers of the recited Will for granting Building Leases of the Building Lands are with respect to the greater Part of the Building Lands practically inoperative: And whereas it would be to the Advantage of the Baroness *Windsor* and the several other Persons interested in the Estates now subject to the recited Limitations of the recited Will if the Trustees of the recited Will were authorized to expend Money on laying out the Building Lands for Building Purposes and making Roads and Sewers therein, and for that Purpose to raise Money on the Security of the Estates in the County of *Glamorgan* now subject to the Limitations of the recited Will: And whereas the Repayment to *John Drummond*, as the surviving Trustee of the recited Will, of the Sum of Eight thousand two hundred

Baroness Windsor's Estate Act, 1857.

hundred Pounds advanced by the Earl *Amherst* and *John Drummond* to the Baroness *Windsor* is secured partly by a joint and several Bond of *Robert Henry Clive* and the Baroness *Windsor*, and partly by joint and several Bonds of *Robert Henry Clive*, the Baroness *Windsor*, and *Robert Windsor Clive*, and it is expedient that the Trustees of the recited Will be authorized to expend for the Purposes of this Act the Money so secured when it is repaid: And whereas it is expedient that the Trustees of the recited Will be authorized to expend for the Purposes of this Act any Moneys already or hereafter raised by the Exercise of the Powers of selling, exchanging, and partitioning created by the recited Will: And whereas it is expedient that the Period during which the Powers of this Act may be exercised be limited: And whereas it is expedient that Provision be made for the Repayment to the Trustees of the recited Will within a limited Period of the Moneys to be expended by them for the Purposes of this Act: And whereas a Map of the Building Lands, showing the Course of the Roads proposed to be made therein, has been prepared, and a Copy thereof, authenticated by the respective Signatures of the Baroness *Windsor* and the Chairman of the Committees of the Right Honourable the House of Lords, has been submitted to Parliament, and it is expedient that the Roads to be made in the Building Lands be made in general Accordance with the Roads shown on the Plan: And whereas by "The *Ely* Tidal Harbour and Railway Act, 1856," the *Ely* Tidal Harbour and Railway Company (in this Act called the Company) were incorporated, and were authorized to make and maintain a Railway near to and on the Left Bank of the River *Ely*, and to make Improvements of the River, and to maintain the same for the Purpose of a Tidal Harbour, and to execute other Works, and for the Purposes thereof to enter upon, take, and use the Lands therein referred to; and by Section Twenty-two of the Act, after reciting an Agreement (of which a Copy is given in the Third Schedule to this Act annexed) conditional on the *Ely* Tidal Harbour and Railway Company being incorporated by Act of Parliament, and dated the Thirtieth Day of *April* One thousand eight hundred and fifty-six, and made between the Earl *Amherst* (since deceased) and *John Drummond* of the First Part, the Baroness *Windsor* of the Second Part, *Robert Windsor Clive* of the Third Part, and the *Ely* Tidal Harbour and Railway Company completely registered of the Fourth Part, for the Sale of certain Lands and Liberties, by Devises under the recited Will, to the Company Party thereto, in consideration of a Rentcharge, and upon and subject to the Terms and Stipulations therein mentioned, and reciting that the Lands so agreed to be sold were Part of the Lands which the Company were by that Act authorized to purchase, but a large Portion thereof was at Spring
Tides

*Baroness Windsor's Estate Act, 1857.*20 & 21 Vict.
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Tides covered with Water, but would be reclaimed from the Sea and made available to the Purposes of the Company by means of the Works to be executed under the Authority of that Act, and reciting that the Company Party to the Agreement was the same Company as the Company by that Act incorporated, it was enacted, that the Agreement should be valid and should be binding upon the Company and upon the Devisees and all other Parties claiming under the recited Will, and they were respectively by that Act empowered and required to carry the same into effect, with Provisoes for the Reverter, as therein expressed, of the whole or Part of the Lands taken by the Company under that Agreement: And whereas a Bill, intituled

An Act for enabling the Penarth Harbour, Dock, and Railway Company, heretofore called the Ely Tidal Harbour and Railway Company, to construct Railways to and a Dock and other Works on or adjoining the South-west Bank of the River Ely, and for other Purposes, has been introduced into Parliament in the present Session, the Company being the Promoters thereof, and it is proposed thereby to authorize the Company to make and maintain a Railway on the Right Bank of the River, and a Dock and other Works on the Right Bank and near to the Mouth of the River, and for the Purposes thereof to enter upon, take, and use the Lands therein referred to: And whereas an Agreement (of which a Copy is given in the Fourth Schedule to this Act annexed), conditional on the Company obtaining the Act for which that Bill was introduced, has been entered into, dated the Fifth Day of *June* One thousand eight hundred and fifty-seven, and made between *John Drummond* of the First Part, the *Baroness Windsor* of the Second Part, *Robert Windsor Clive* of the Third Part, and the Company of the Fourth Part, for the Sale of certain Lands and Privileges by Devisees under the recited Will to the Company in consideration of a Rentcharge, and upon and subject to the Terms and Stipulations therein mentioned: And whereas the Lands so agreed to be sold are Part of the Estates now subject to the recited Limitations of the recited Will, and also are Part of the Lands which it was proposed by the Bill that the Company should be authorized to purchase, and great Part thereof is below High-water Mark: And whereas the Payment of the Rentcharge to become payable under the recited Agreement of the Thirtieth Day of *April* One thousand eight hundred and fifty-six would be rendered the more secure by the Reservation of the Rentcharge contracted for by the recited Agreement of the Fifth Day of *June* One thousand eight hundred and fifty-seven, and it is of Importance to the *Baroness Windsor* and the several other Persons interested in the Estates now subject to the recited Limitations of the recited Will that both those Agreements should be carried into effect: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore

Your

Baroness Windsor's Estate Act, 1857.

Your Majesty's most dutiful and loyal Subject *Harriet* Baroness *Windsor* 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; (to wit,)

I. This Act may be cited for all Purposes as "Baroness *Windsor's* Short Title. Estate Act, 1857."

II. The Powers of this Act shall be exercised by *John Drummond*, Powers of Act to be executed by Trustees. his Executors or Administrators, and the Trustees and Trustee from Time to Time of the Powers of Sale, Exchange, and Partition created by the recited Will of *Other Archer* Earl of *Plymouth* (and who is and are respectively comprised in the Expression "the Trustees" in this Act), but only at the Request and by the Direction of the Person or Persons at whose Request and by whose Direction those Powers of Sale, Exchange, and Partition are from Time to Time exerciseable.

III. The Trustees shall, within Three Months after the passing of this Act, deposit the Plan of the Building Lands referred to in this Act, and authenticated by the respective Signatures of the Baroness *Windsor* and the Chairman of the Committees of the Right Honourable the House of Lords, with the Clerk of the Peace for the County of *Glamorgan*, and the Clerk of the Peace shall receive and keep the same, and permit Inspection thereof, and furnish Copies thereof, in such Manner, and subject to such Regulations and Penalties for Default, and on such Terms, as are provided by the Act of the Seventh of *William* the Fourth and First *Victoria*, Chapter Eighty-three, with respect to Documents therein referred to. Plan of the Building Lands referred to in Act to be enrolled in Chancery.

IV. The Trustees from Time to Time, after the Deposit of the Plan with the Clerk of the Peace, may raise for the Purposes of this Act, on the Security of all or any Parts of the Estates respectively specified in the First and Second Schedules to this Act annexed, any Sums of Money, not exceeding in the whole Fifty thousand Pounds, and in order to secure the Repayment of the Principal Sums so raised, with Interest thereon, may mortgage the Hereditaments to be charged therewith to the Persons advancing the same or their respective Nominees, and may expend for the Purposes of this Act the Money so raised. Power for Trustees to raise Money on Mortgage of Estates in Schedules to this Act.

V. When the Sum of Eight thousand two hundred Pounds now secured by Bonds as in this Act recited, or any Part thereof, is paid off, the Trustees may expend for any of the Purposes of this Act the Money secured by Trustees may expend for Purposes of Act Money secured by

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Money

Baroness Windsor's Estate Act, 1857.

recited Bonds when paid off.

Money so paid off, or any Part thereof, and shall charge the Money so expended, with Interest thereon as by this Act provided, on the Estates specified in the First and Second Schedules to this Act annexed, or a sufficient Part thereof and the Sum of Eight thousand two hundred Pounds so expended shall be deemed Part of the Fifty thousand Pounds to be raised under this Act.

Trustees may expend for Purposes of Act Money raised under Powers of Sale, &c. created by Will.

VI. The Trustees may expend for any of the Purposes of this Act any Money already or hereafter raised by the Exercise of the Powers of Sale, Exchange, and Partition respectively created by the recited Will, and not needed for the Discharge of any Incumbrance, for the Discharge of which, according to the Provisions of the recited Will, it is applicable, and shall charge the Money so expended, with Interest thereon as by this Act provided, on the Estates specified in the First and Second Schedules to this Act annexed, or a sufficient Part thereof.

Charges by Trustees for securing Repayment of Money now secured by recited Bonds, and Money raised under Powers of Sale, &c.

VII. The Moneys from Time to Time charged by the Trustees as by this Act required for securing the Repayment of such Parts of the Eight thousand two hundred Pounds now secured by Bonds as in this Act recited, and of such Parts of the Moneys raised by the Exercise of the Powers of Sale, Exchange, and Partition, created by the recited Will respectively, as the Trustees expend for any of the Purposes of this Act, shall be so charged as to be payable with Interest after the Rate of Four Pounds *per Centum per Annum* thereon to the Trustees, and the Principal Moneys so secured shall, when repaid, be applicable as by the recited Will directed with respect to Moneys arising by the Exercise of those Powers.

Power to Trustees to re-borrow Money.

VIII. If and whenever the Trustees, after having secured any Money by any Mortgage or Charge under this Act, are required or think fit to pay off the Money thereby secured, or any Part thereof, they may re-borrow for the Purpose, on the Security of all or any Parts of the Estates respectively specified in the First and Second Schedules to this Act annexed, all or any Part of the Sum originally secured, and in order to secure the Repayment of the Principal Sums so re-borrowed, with Interest, may mortgage the Hereditaments to be charged therewith to the Persons advancing the same, or their respective Nominees.

Trustees not to re-borrow any Sum paid off by Sinking Fund.

IX. Provided always, That the Trustees shall not re-borrow any Sum which is paid off by means of a Sinking Fund by this Act provided for, but on any Sum secured by any Mortgage or Charge under this Act being paid off by means of a Sinking Fund the Powers of the Trustees

Baroness Windsor's Estate Act, 1857.

Trustees for borrowing and re-borrowing under this Act shall to that Extent wholly cease.

X. The Trustees, after having made any Mortgage or Charge under this Act, from Time to Time may make and concur in all such Transfers and other Dealings with the Mortgage or Charge, and may procure all such Releases or Reconveyances of the Hereditaments comprised therein, or any Part thereof, and may make, concur in, and procure all such other Dealings with and Dispositions of the Mortgage or Charge, or the Hereditaments comprised therein, or any Part thereof, as the Trustees from Time to Time think expedient.

Trustees may concur in Transfers, &c. of Mortgages and Charges.

XI. Provided always, (but without Prejudice to any Power by this Act given to the Trustees for re-borrowing and securing any Money re-borrowed, with Interest thereon, or with respect to any Dealings with or Dispositions of any Mortgages and Charges, and the Hereditaments comprised therein respectively,) That the Trustees shall not under this Act, after the Expiration of Ten Years after the passing thereof, borrow any Money or secure any Money by Mortgage or Charge of the several Estates specified in the First and Second Schedules to this Act annexed, or any Part thereof, or expend any Money on the Building Lands, but on the Expiration of that Period the several Powers of this Act for those Purposes shall, with respect to the then future Operation thereof, wholly cease.

Trustees not to borrow or expend Money after Ten Years after passing of Act.

XII. In order to discharge the Principal Money secured by any Mortgage or Charge made under this Act, the Trustees shall every Year appropriate out of the yearly Rents, Issues, and Profits of the Hereditaments by this Act authorized to be mortgaged or charged, such a Sum as nearly as conveniently may be of the same Amount in every Year as is sufficient to pay off in Twenty-five Years the Principal Sum so secured; or if any Part of that Principal Sum be paid off by means of a Sinking Fund under this Act, then sufficient to pay off in Twenty-five Years the Principal Sum remaining so secured; and the Sums so from Time to Time appropriated shall form a Sinking Fund, to be applied in paying off the Principal Moneys so secured.

Sinking Fund to be provided to pay off Moneys secured by Mortgages and Charges.

XIII. The Trustees shall from Time to Time invest the Sinking Fund in the Purchase of Exchequer Bills or other Government Securities, to be increased by Accumulation in the way of Compound Interest or otherwise, until the same is of sufficient Amount to pay off the Principal Money, for the paying off of which the Sinking Fund is applicable, or such Part thereof as the Trustees think ought then to be paid off.

Investment of Sinking Fund.

XIV. The

Baroness Windsor's Estate Act, 1857.

Application
of Sinking
Fund.

XIV. The Trustees from Time to Time, when and as they think fit, may apply the Sinking Fund in or towards paying off the Principal Money for the Discharge of which it is formed.

Tenants for
Life to pay
Interest on
Mortgages
or Charges
and Amount
for Sinking
Fund.

XV. The Interest payable on any Mortgage or Charge made under this Act, and the yearly Sums to be appropriated as a Sinking Fund, shall be paid by the respective Tenants for Life of the Hereditaments by this Act authorized to be mortgaged or charged during their respective Lives, and according to their respective Life Estates or Interests; and no more than One Year's Arrear of any such Interest or yearly Sums which ought to be paid by any such Tenant for Life shall be payable by or recoverable against any Remainder-man; and if any such Interest or yearly Sum which ought to be paid by any such Tenant for Life be paid by or recovered against any Remainder-man or his Representatives, he or they may recover the Amount thereof, with Costs, in any Court of competent Jurisdiction against the real or personal Representatives of the Tenant for Life by whom the same ought to have been paid.

Power for
Trustees to
lay out
Building
Lands, and
make Roads,
Sewers, &c.
therein;

XVI. The Trustees from Time to Time may appropriate and lay out the Building Lands for Building Purposes, and in order thereto may lay out any Parts thereof as and for Streets, Roads, Ways, and other open Spaces, Sewers, Drains, and Watercourses, and other Conveniences for the general Benefit of the Estate, and may make therein any such Works and Conveniences, and may lay out any other Parts thereof as Lots for building on, and for those Purposes respectively may expend the Moneys which the Trustees are by this Act authorized to expend, and in order thereto may employ such Engineers, Architects, Agents, Workmen, and Servants as the Trustees think fit.

but in
accordance
with Plan.

XVII. Provided always, That the Trustees shall lay out the Building Lands in general Accordance with the Plan thereof by this Act directed to be deposited with the Clerk of the Peace, but with such Modifications, if any, thereof as in the course of the Execution of the Works are found requisite.

Confirmation
of Agree-
ment, if
recited Bill
pass, with
Provision for
Reverter of
the Lands
in certain
Events.

XVIII. If the recited Bill now introduced into Parliament in the present Session and promoted by the Company pass into a Law in the present Session, and whether before or after the passing of this Act, then that Agreement shall be valid and shall be binding upon the Company as well as upon the Devisees and all other Parties claiming under the recited Will, and they are respectively by this Act empowered and required to carry the same into effect: Provided always, that if at any Time after the First Day of *August* One thousand eight

Baroness Windsor's Estate Act, 1857.

eight hundred and sixty-eight the Undertaking authorized by the Act for which that Bill was promoted be abandoned, then the whole of the Lands and Privileges taken by the Company under that Agreement shall revert as by this Act provided: Provided also, that if at any Time after the First Day of *August* One thousand eight hundred and sixty-eight the Lands taken by the Company under that Agreement, or any Part thereof, not being less than Two Acres lying together, remain for Seven consecutive Years thereafter not used for any of the Purposes of or authorized by the Act for which that Bill was promoted or that Agreement, then and in every such Case such Lands so not used shall revert as by this Act provided: Provided also, that in every such Case of Reverter the Lands and Privileges to revert shall by force of the Act for which that Bill was promoted and this Act, or One of them, revert in Fee Simple to and be vested in the Person or Persons from Time to Time entitled to the Rentcharge provided for by that Agreement, according to their respective Estates, Rights, and Interests in and to such Rentcharge, and shall be so vested freed from all Claims and Demands of the Company, and all Persons claiming by, from, through, or under them, or by their Act or Means.

XIX. Every Receipt from Time to Time given by the Trustees for any Money received by the Trustees under this Act shall be a Discharge for the same, and from all Liability, Claims, and Demands in respect thereof.

Trustees
Receipts to
discharge.

XX. The several Persons who from Time to Time are Trustees under this Act, their Heirs, Executors, and Administrators respectively, shall not be answerable the one for the other of them or any of them for any involuntary Loss or Expense, and they respectively, out of any Moneys coming to their respective Hands by virtue of this Act, may reimburse themselves respectively, and allow to the others of them respectively their respective Costs, Charges, and Expenses in and about the Execution of this Act.

Indemnity
of Trustees.

XXI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the several Persons who are by this Act expressly excepted out of this general Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, upon, or with respect to the several Estates specified in the First and Second Schedules to this Act annexed respectively, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

General
Saving.

[*Private.*]

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XXII. Pro-

Baroness Windsor's Estate Act, 1857.

Persons
excepted
from general
Saving, and
are bound by
Act.

XXII. Provided always, That the following Persons are excepted out of the general Saving in this Act contained, and accordingly are the only Persons bound by this Act; (to wit,) first, *Mary Dowager Countess Amherst*, her Executors, Administrators, and Assigns; secondly, *Charles Pascoe Grenfell*, as Trustee under the recited Indenture of Settlement of the Third Day of *August* One thousand eight hundred and eleven, his Executors, Administrators, and Assigns; thirdly, *Charles Drummond* and *John Mills*, as Trustees under the recited Will of *Other Archer* late Earl of *Plymouth*, their Executors, Administrators, and Assigns; fourthly, *John Drummond*, as Trustee under the Will, his Heirs and Assigns; fifthly, the Baroness *Windsor*, her Appointees, Executors, Administrators, and Assigns; sixthly, *Robert Windsor Clive* and his First and other Sons, and the Heirs Male of their respective Bodies, and his and their respective Assigns; seventhly, Lady *Mary Selina Louisa Clive*, her Executors, Administrators, and Assigns; eighthly, the Earl of *Powis*, Viscount *Newport*, *John Robert Orlando Bridgeman*, and *Henry Fox Bristow*, as Trustees under the recited Indenture of the Nineteenth Day of *October* One thousand eight hundred and fifty-two, their Executors, Administrators, and Assigns; ninthly, *George Herbert Windsor Windsor Clive*, and the Heirs Male of his Body, and his and their respective Assigns; tenthly, all and every Person and Persons entitled or to become entitled under the Limitations of the Will to take Effect after the Limitation to the Use of the Third Son of the Baroness *Windsor* and the Heirs Male of his Body therein contained; and eleventhly, the Company originally incorporated by the Name of the *Ely Tidal Harbour and Railway Company*, but the Name of which now is or is intended to be the *Penarth Harbour, Dock, and Railway Company*.

Act not to
take Effect
until the
Consent of
G. H. W.
Windsor
Clive to the
Act is ob-
tained.

XXIII. And whereas *George Herbert Windsor Windsor Clive* is abroad, and his Consent to this Act has not been proved: Therefore this Act shall not be of any Effect unless or until he signify his Consent to this Act by Writing under his Hand, attested by at least One Witness, and the Writing be enrolled in the High Court of Chancery within Three Years after the passing of this Act, and after the Enrolment of such Consent it shall be deemed Part of this Act, and be as binding and conclusive upon him and all Persons claiming by or under him, or subsequent to the Estate in Tail vested in him, as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; to wit,

‘ I, *George Herbert Windsor Windsor Clive*, do hereby consent to “*Baroness Windsor's Estate Act, 1857.*” ’

XXIV. This

Baroness Windsor's Estate Act, 1857.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

THE BUILDING LANDS.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Llandaff	In hand	Part of the Grange Farm	120	3	0
Penarth	Thomas Lawrence	West House Farm	26	2	28
	William Richards	Land	5	2	6
	Mrs. Parry	House and Land	0	1	3
	Thomas Lawrence	West House Farm	70	3	16
	Daniel Lawrence	House, Garden, and Field	1	0	38
	William Randall	House and Land	12	3	1
	Richard Lewis Reece	The Kymmung House, &c.	9	1	28
Landough	Thomas Lawrence	Land, &c.	24	3	31
	In hand	Wood	5	0	0
			277	1	31

James Tomson.

THE SECOND SCHEDULE.

ESTATES subject to the LIMITATIONS of the WILL of OTHER ARCHER late EARL OF PLYMOUTH deceased, and not comprising any Part of the BUILDING LANDS.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Merthyr Tidvill	Thomas Edwards	Ffawyddog	55	2	33
	Thomas Evans	House and Croft	1	0	21
	William Rees	Pont y Gwaith and Ynis wyl	30	3	18
	Adam Lewis	Part of Coed Cae Mawr	5	0	20
	Thomas Lewis	Part of Taicuplai	20	2	26
	Thomas Williams	Tir Twppa Isha Troedyrhiew and Blaen nant y vedw.	136	1	38
	Richard Jenkins	Cepi y Van	69	3	18
	Messrs. Thomas & Joseph.	Dan y Derry	2	0	0
	Ditto	Ditto	80	1	18
	Mary Lewis	Blaen nant y Vedw	64	0	33
	Anne Powell	Bryn yr Reddin	58	3	39
	Evan Williams	Penddawgae fawr	102	2	33

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Merthyr Tidvil	David Williams - -	Penddawgae fach - -	44	0	3
	Llewellyn David - -	Begwyns - - - -	185	1	23
	George Evans - - -	Pwll Glaes - - - -	124	3	31
	Thomas Watkins - -	Blaen-y-Cwm - - -	33	0	20
	Anthony Hill - - -	Taibach, Tirdaldwyn, and Clynnmyl.	559	3	2
	Ditto - - - -	Pen-y-llan and Waen Wylt	329	2	9
	Ditto - - - -	Coal Wharf - - - -	0	0	2
	George Snelling - -	Blacksmith's Shop and Houses near the Old Church.	0	0	25
	Pen-y-darran Iron Com- pany.	Goytra and the Garn - -	125	1	37
	Dowlais Iron Company	Holford, Bon-y-Maen, Blaen- y-Garth, and The Castle.	745	3	2
	Tramroad Company - -	Tramroad - - - -	10	1	31
	Morgan Thomas - - -	Pant Glaes - - - -	122	0	9
	Edward Purchase - -	Land - - - - -	10	2	29
	Ditto - - - -	Road through Plantation at Dan-y-Derry.	—	—	—
	Thomas Gibbon - - -	House and Garden at Pont- yr-un.	0	0	30
	Thomas Jones - - -	Land at Pont-yr-un - -	1	3	38
	Henry Brown - - -	Ditto ditto - - - -	0	2	13
	Thomas Williams's Exe- cutors.	Cottage and Garden at ditto	0	0	32
	Elias Gething - - -	Ditto - - - - -	0	2	8
	Ditto - - - -	Garden - - - - -			
	William Thomas - - -	2 Cottages at the Friars near the Market Place, Merthyr (now pulled down).	0	0	4
Sundry Tenants - - -	Pont-yr-un - - - -	8	3	2	
Sundry Tenants. - - -	Mynydd Capel-y-Forest and Coed Cae.	208	2	24	
In hand - - - -	Woods - - - - -	277	0	28	
		3,417	2	19	
Gelligaer -	Mary Lewis - - - -	Part of Blaen Nant-y-Vedw	1	3	16
	Anne Powell - - - -	Part of Bryn-yr-Reddin -	1	3	33
	Llewellyn David - -	Part of Begwyns. - - -	0	1	14
		4	0	23	
Aberdare -	Rees, John David - -	Ffynnon y Gog and Tila Ro- bert.	125	2	26
	Aberdare Iron Company	Part Ysgwborwen (Tram- road).	0	3	25
	Messrs. Thomas & Joseph.	Ysgwborwen, &c. - - -	589	3	5½
	Ditto - - - -	Cottage by the Tramroad			
	J. Roberts, Esq. - -	Part of Cwm du isha - -	0	1	16
	Crawshay Bailey, Esq.	Gelly Isha - - - -	72	1	16
Ditto - - - -	Tyr y Yrum - - - -	36	1	3	

[Private.]

3 a

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Aberdare	Crawshay Bailey, Esq. -	Part of Tyr y Yrum -	3	0	34
	Messrs. Thomas & Joseph.	Ditto - - -	9	2	3
	John Jones - - -	Ditto - - -	0	3	5
	George Morgan - - -	Duffryn Dare - - -	45	1	5
	Rees Rees - - -	Part of ditto - - -	35	3	32
	William David - - -	Ditto - - -	55	1	23
	Richard Richards - - -	Llwyn Helig - - -	223	3	32
	Gadleys Iron Company	Coal Wharf - - -	0	0	18
	Ditto - - -	Liberty to join a Bridge.	—	—	—
	Ditto - - -	Ditto " a Weir.	—	—	—
	Howell Howell - - -	Land Part of Gelly Isha.	—	—	—
	Thomas Daniels - - -	Cottage and Garden at ditto	0	1	0
	Edward Giles - - -	Encroachment.	—	—	—
	Phillip Rees - - -	Ditto.	—	—	—
	Jennette Morgan.	—	—	—	—
	David Jenkins.	—	—	—	—
	Sundry Tenants - - -	Part of Tir y Yrum - - -	17	2	11
			1,216	1	14½
Eglwysilan	John Thomas - - -	Blaengwynlaes - - -	44	3	21
	Mary Davies - - -	Tir Craig'r Allt - - -	129	1	5
	Stephen Leyshon - - -	Tir Ffynnon Taff - - -	9	2	36
	T. W. Booker, Esq. - - -	Liberty to join a Weir.	—	—	—
	Edward David - - -	Cottage, Croft, &c. - - -	0	1	10
	Ezra Roberts - - -	Blaen Novydd and Bwlch y Gelli.	57	3	5
	Thomas Evans - - -	Treboth and Warren - - -	133	2	4
	Lewis Davies - - -	Ty yn a Cae - - -	28	1	35
	Evan Evans - - -	Cottage, Stable, and Land - - -	3	0	30
	John Edmonds - - -	Nant y Calk - - -	47	0	5
	John Llewellyn - - -	Part of ditto - - -	8	1	5
	Ann Edmunds - - -	Ditto - - -	9	1	10
	Thomas Morgan - - -	Land near Caerphilly - - -	33	1	37
	Thomas Dalton - - -	Police Station at ditto - - -	0	0	2
	Daniel Phillips - - -	Land near Caerphilly - - -	5	3	31
	John Edwards - - -	Ditto - - -	0	0	15
	H. T. Williams - - -	Part of Garden and Orchard	1	1	38½
	Thomas Harris - - -	Ditto - - -			
	Edward Moses - - -	Ditto - - -			
	Mrs. Lewis - - -	Ditto - - -	0	2	35
	Rev. Judah Jones - - -	Field near Caerphilly Chapel	0	2	15
	Richard Francis - - -	Clive Arms Inn, Caerphilly - - -	94	1	16
	Edward Harris - - -	Watford - - -	41	3	23
	Evan Morgan - - -	Court Rowling - - -	30	3	38
	Thomas Rowland - - -	Part of Bwarth Llwyd - - -	0	1	21
	Williams Williams - - -	Garden, Barn, and Yard - - -	41	2	26
	Edward Price - - -	Ty Cenol and Part of Hendredenny.	118	2	31
Lewis Lewis - - -	Hendredenny - - -	169	2	14	
John Richards - - -	Blaen Ifor Ucha and Caer Llwyn.				

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Eglwysilan	William Thomas	Gellyfanhalog and Gotdre and Ty yn y Park.	316	1	2
	Philip Phillips	Garth	219	3	33
	William Smith	Cae ty Ddu	8	1	34
	Thomas Rees	Part of ditto	28	0	32
	Edward Morgan	Cottage and Garden at Gelly Ddu	0	1	20
	Elizabeth Davis	Ditto			
	William Morgan	Homestead near the Upper Boat.	0	0	32
	Ditto	Gelli Ddu	35	3	14
	Ditto	Gellihirion and Tir Trehern	99	3	16
	David Morgan	House, &c. near the Upper Boat.	0	0	11
	William Thomas	Cottage and Garden at Gelli Ddu	0	1	0
	Evan Williams	Ditto			
	William Johns	Foundry, &c. at Gellyhirion	9	0	11
	Ditto	Part of ditto			
	John Jenkins	2 Cottages and Gardens	0	1	20
	Hopkin Jones	Croft	0	0	33
	William Smith	Court y Celyn	94	0	6
	Samuel Dobson	Regedfa Deg	35	1	39
	Thomas Newman	House, Garden, Croft, &c.	1	1	25
	Moses Cule	Piece of Waste Land	0	0	11
	Ditto	Sawpit adjoining ditto.			
	Ditto	Cottage and Garden	0	0	22
	Edward Lewis	Bryn y Tyle	13	1	31
	Edward Miles	Part of Ty Gwyn	141	3	30
	Edward Lewis, jun.	Land adjoining Canal	0	0	20
	Wakefield Crewdson & Co.	Powder Magazine in Wood	0	0	12
	Richard Francis	For the Use of Watercourse at the Abber.			
John S. Maddicks	House and Garden near Canal.				
In hand	Woods	353	0	14½	
		2,370	2	17	
Bedwas	William Llewellyn	Park y Van	83	2	1
	Edmund Morgan	Gwern y Domain and Mardy du.	255	2	33
	David Morgan	Gwern y Barra Fach	16	2	8
	John Edmunds	The Van	77	3	38
	Evan Edmonds	A Croft	0	1	10
	John Llewellyn	Part of Van	46	0	9
	Mary Lewis	Porset	33	0	20
	Isaac Thomas	Porset, Mill, and Land	76	1	2
	Ditto	Garden	0	0	16
	William Thomas	House and Garden	0	3	10
	In hand	Woods	98	2	4
		Roads and Water	10	2	20
			699	2	11

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Rudry	Ezra Roberts	Bwlch y Gelli and Bwlch Lechfaen.	28	0	1
	John Morgan	House and Land at Tyn-y-Park.	13	1	8
	C. C. Williams	House and Land	4	1	21
	Edward Rowland	Ditto	20	0	17
	Edward Morgan and James Moses.	Cynant	129	2	13
	Isaac Price	Cwm	48	2	12
	In hand	Planted.			
	John Edmonds	Cottage and Garden	0	1	20
	Thomas Price	House and Garden	0	0	28
	Ditto	Curt y Llacca	45	3	17
	Thomas Llewellyn	Part of Mill and Land	5	2	30
	John Morgan	Ditto	7	0	35
	John Lewis	A Croft	0	0	30
	Ann Lewis	House and Land	10	2	37
	Ann Lewis	Dwelling House	0	0	3
	Richard Evans	Cottage and Garden			
	Thomas Lewis	Ditto	2	3	8
	John Moses	Ditto			
	Ed. Thomas	Ditto.			
	Joseph Edwards	Maen Llwyd and Pen y Wawn	65	3	30
	Joseph Jenkins	Part of Maen Llwyd and Court y Cebydd.	77	3	12
	Daniel William	Llwyn Gwyn	77	1	34
	Wm. Llewellyn	Part of Park y Van	101	2	25
	Edmd. Morgan	Pant y Ysgawen	25	0	28
	Mary Jenkins	Pant y Lladroon	40	2	13
	Rowland Jones Widow	Cottage and Garden	0	0	30
	William Thomas	Encroachment on Rudry Common.			
In hand	Woods and Plantations	408	0	31	
Ditto	Ditto (late T. Lewis)	1	0	0	
		1,115	0	3	
Michaelstone Vedw.	Thomas Llewellyn	Land	17	3	22
	In hand	Wood	24	1	35
		42	1	17	
Llanvabon	Rev. George Thomas	Tir Rosser Richards and Coed Cae Maur.	67	1	33
	Ditto	House, Garden, and Croft	1	1	12
	George Williams	Encroachment.			
	William Meyrick	Castell Llwyd	60	0	6
	David Lewis	Gwern	30	3	32
	Ann Richards	Forest of Coed	41	2	34
	Thomas Williams	Forest Faur	81	0	3
	Thomas Powell	Part of ditto	4	1	10
	Phillip Holland's Widow	Cottage and Garden	0	1	0
William Lewis	Ditto				

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Llanvabon	Lewis Thomas	Gellihir and Llwyn Gradog	119	2	22
	Thomas Roberts	Tair Waun	53	1	11
	Lewis Lewis	Garth Fach	27	0	12
	Jane Richards	White Hall	173	3	4
	Sir Christopher Smith	Tramroad	2	1	0
	John Jones	Cottage and Gardens	0	1	20
	Ditto	Garden			
	Jenkin Jones	Part of Whitehall and Part of Waun.	19	0	39
	Ditto	Public House	0	0	15
	Ditto	Ditto	0	0	37
	Thomas Williams	Pant'r Aithlon	19	0	36
	Daniel Gething	Land, Part of Whitehall	13	2	8
	Ditto	Cottage and Garden	0	1	0
	Thomas Morgan	Dwelling House, &c.	—	—	—
	In hand	Woods	24	2	29
			740	3	3
Llanwonno	Richard Francis	Gelli van Degoed	262	1	19
	Mary Jenkins	Pyle r fewd	152	3	24
	James Edwards	Bwarth y Capel and Rhydy Grwidden.	295	0	8
	Christmas Evans	Part of ditto	0	0	36
	Ditto	Ditto	11	0	18
	Walter Walters	Nant Trussa	186	3	17
	In hand	Woods	159	3	10
				1,068	1
Llantwit Vardre	Thomas David	Ty Llwyd Isha	53	0	22
	Ebenezer Williams	Part of Ty yn y Nant	25	0	35
	Elias Jones	Cwm	61	3	14
				140	0
Llanishen	Ezra Roberts	House and Land	18	2	3
	In hand	Woods	24	2	10
	Ditto	Ditto (late Ezra Roberts)	14	3	35
		Roads, &c.	2	2	10
			60	2	18
St. Fagan's	Abraham Long	Cottage and Garden	0	1	32
	Samuel Coslett	House, Garden, and Smithy	0	2	23
	Trustees of Methodist Chapel	Chapel and Yard	0	0	13
	John Johns	Cottage and Garden	0	3	2
	Job Evans	Ditto			
	Edward Morgan	Ditto			
Thomas Evans	Ditto				

[Private.]

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
St. Fagan's	Evan Williams David -	Land - - - -	21	2	21
	Thomas David -	Cottage, Garden, and Land -	6	1	34
	James Llewellyn -	Public House and Land -	9	1	33
	Edward Ford -	Cottage and Garden -	}	0	3
	David Thomas -	Ditto - - - -			
	Evan Edmunds -	Ditto - - - -			
	Thomas Miller -	Ditto - - - -			
	Ann Miles -	Ditto - - - -			
	In hand -	New Schools - - - -	0	1	17
	Thomas Goddard -	The Greenet - - - -	28	3	5
	Ditto -	Land - - - -	16	2	3
	Evan Thomas -	House and Land - - - -	11	1	19
	William Phillips -	Penhevod - - - -	358	0	23
	James M. Akers -	Pentrebane - - - -	385	2	26
	John Miles -	Cottage, Garden, and Land -	4	3	0
	Daniel David -	Cottage and Garden.			
	Margaret Humphrey -	Ditto - - - -	}	0	0
	Ditto -	Garden - - - -			
	Richard Francis -	Upper Stockland - - - -	71	0	22
	Joseph Harding -	St. Fagan's Great Mill -	}	8	2
	Ditto -	Ditto Little ditto -			
	Ditto -	Land - - - -			
	John Williams -	Llwynhros - - - -	184	1	29
	Evan Morgan -	Cottage, Garden, and Field -	1	0	5
	William Frank -	Cottage and Garden.			
	Thomas John -	Ditto.			
	Elihu Griffin -	Ditto - - - -	}	0	1
	Ed. Matthews -	Ditto - - - -			
	David Harry -	Ditto - - - -			
	Ditto -	A Barn (now a Dwelling	}	0	0
		House) - - - -			
	Rev. Dr. Lisle -	Garden and Field - - - -	1	2	27
	Ditto -	Part of St. Fagan's Rectory, purchased of the Crown.			
	Jenkin Jones -	The Park - - - -	363	2	9
	Ditto -	Land - - - -	7	3	3
	William Lewis -	Lanmaes - - - -	235	1	7
	Evan Evans -	Cottage and Garden -	}	1	0
	Philip Thomas -	Ditto - - - -			
	William Powell -	Ditto - - - -	0	1	12
	Edward James -	Ditto, and Field - - - -	1	0	19
Ellen Scourfield -	Ditto - - - -	}	0	1	
Joseph Harding -	Ditto - - - -				
Ditto -	Ditto - - - -	0	0	9	
Void -	Cottage, Garden, and Field -	0	2	23	
Ann Jones -	Cottage and Garden - - - -	}	0	3	
Ann Wilkins -					
Thomas Lewis -	Ditto - - - -	0	1	39	
John Mildon -	Ditto - - - -	0	0	35	
Ann Phillips, Widow -	Ditto, and Land - - - -	9	1	31	
Daniel Matthews -	Ditto - - - -	0	2	22	
Thomas Jenkins -	Ditto.				
John Phillips -	Stockland - - - -	140	3	32	
Ditto -	Land - - - -	4	0	25	

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
St. Fagan's	John Morgan	Chapel	14	0	6
	Miss D. Perkins	House and Garden	3	3	14
	Ditto	Field			
	Charles Payne	Rhydlafer	76	3	17
	Ditto	An Encroachment.			
	William Rees	Part of Maeslaek	41	1	31
	Thomas Evans	Cottage and Garden	0	0	33
	Jenkin Johns	Cottage and Garden	0	3	0
	Paupers	Ditto			
	James James	Ditto			
	James Gardner	Ditto			
	Daniel Harry	Ditto	0	0	29
	Abraham Harding, jun.	Ditto			
	Thomas Thomas	Ditto	0	1	24
	Daniel Morgan	Ditto	0	0	7
	Jane Thomas	Ditto	43	2	2
	William Williams	Part of Red House Farm	0	0	33
	Richard Thomas	Garden	0	0	25
	Ann Thomas	Cottage and Garden	0	0	34
	Joseph John	Ditto	0	0	24
	William Williams	Ditto	1	1	10
	In hand	St. Fagan's Castle and Premises.	6	2	13
	Ditto	Castle Orchard (late Dr. Lisle).	122	1	24
		2,192	3	12	
Michaelstone super Ely.	William Lewis	Part of Llanmaes	46	2	9
	Evan David	Cottage and Garden	0	1	28
	John Williams	Part of Llwynrhos	7	2	0
		54	1	37	
Radyr	Evan Williams David	Land	6	3	14
	Ditto	Radyr Court	327	0	5
	William Rees	Maeslaek	165	0	31
	Ditto	Land	2	1	0
	Thomas Williams	Waterhall	52	2	20
	Thomas Williams	House and Land	44	3	27
	David Lewis	Radyr Farm	246	0	16
	George Williams	House and Land	7	3	35
	Ditto	Cottage, &c.	0	0	16
	John Williams	Part of the Mardy	22	0	3
	Charles Payne	Ditto	36	2	26
	T. W. Booker, Esq.	Garth Farm	29	2	24
	Ditto	Ditto	129	2	27
Ditto	Liberty to join a Weir.				
Robert Miles	Dwelling House, &c.				

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Radyr -	Edward Lewis -	Land - - - - -	4	0	8
	In hand - - - - -	Woods - - - - -	12	1	31
			1,087	2	3
Pentyrch -	Jenkin Jones -	Land - - - - -	23	2	2
	T. W. Booker, Esq. -	Ditto - - - - -	13	3	19
			37	1	21
Llantrissant -	David Giles -	Ynis Garw - - - - -	36	3	19
	Ebenezer Williams -	Ty Yn y Nant - - - - -	49	1	22
	Thomas David -	Land - - - - -	2	1	20
		Roads and Waste - - - - -	1	3	2
			90	1	23
Llandaff -	William Williams -	Red House Farm - - - - -	336	0	30
	Griffith David -	Ely Mill - - - - -	12	2	27
	David Lewis -	Ely Moor - - - - -	9	0	36
	George Thomas -	Little Farm - - - - -	56	0	37
	Thomas Morgan -	Land adjoining Canton Com- mon. - - - - -	11	1	16
	Thomas Williams -	Part of Waterhall - - - - -	21	0	35
	E. W. David -	Part of Radyr Court - - - - -	36	2	3
	James M. Akers -	Graig - - - - -	58	2	36
	E. W. David -	House and Land - - - - -	23	2	30
	In hand -	Grange Farm - - - - -	22	0	0
	Ditto -	Woods - - - - -	38	2	20
		Mudlands - - - - -	130	0	11
				756	2
Cardiff -	Marquis of Bute -	Part of a Coach-house, Stable, and Greenhouse behind it.	—		
Wenvoe -	William David -	Rew Gochen - - - - -	25	1	9
Penarth -	Thomas Lawrence -	Westhouse Farm - - - - -	62	2	4
	Ditto -	Coast-guard Houses, &c. - - - - -	0	2	3
	Charles Cooper -	Patent Slip - - - - -	0	2	8
	William Richards -	Land - - - - -	8	0	3
	Ditto -	Head Public House, &c. - - - - -	1	0	27
	Francis Crawshay -	Encroachment. - - - - -	—		
	In hand -	Mudland and Wood - - - - -	66	2	27
	Thomas Lawrence -	Westhouse Farm - - - - -	85	0	10
	William Randall -	House and Land - - - - -	37	1	10
	R. Lewis Reece -	The Kyming House, &c. - - - - -	5	3	32
	Elias England -	Cottage on the Beach. - - - - -	—		
	Thomas Morgan -	Cottage and Garden - - - - -	0	2	24
	Sarah Evans -	House and Land - - - - -	3	3	6
	John Taylor -	Ditto - - - - -	61	1	8
Evan Evans -	Land - - - - -	6	1	34	
Ditto -	Ditto and House - - - - -	1	0	0	
Richard Johns -	Court y Vil - - - - -	192	2	5	

Baroness Windsor's Estate Act, 1857.

Parish.	Tenants Names.	Description.	Quantity.		
			A.	R.	P.
Penarth - -	Evan Johns - -	Penarth Isaf - -	199	0	0
	John Johns - -	Encroachment in Wood - -	1	0	0
	In hand - -	Wood - -	9	2	22
	Ditto - -	Sea Beach - -	256	1	25
		Public Roads and Waste - -	10	1	34
			1,010	0	2
Cogan - -	Edwards Evans - -	Land - -	14	2	36
	David Morgan - -	Ditto - -	22	3	3
	Thomas Lawrence - -	House and Land - -	27	2	20
			65	0	19
St. Andrew's -	Richard Johns - -	Land - -	5	3	0
Landough - -	Thomas Lawrence - -	Land, &c. - -	35	2	7
	David Morgan - -	Ditto - -	14	1	36
	In hand - -	Wood - -	21	2	19
			71	2	22
Lavernock -	Daniel Lawrence - -	Lavernock Farm - -	75	2	11
Ewenny - -	Thomas Thomas - -	Wallace Farm - -	118	1	25
	William Yorath - -	Corntown Farm - -	305	0	34
	William David - -	Land - -	3	2	4
	Ditto - -	House and Garden - -	0	0	28
	Ditto - -	Old Potteries - -	0	1	10
	Ditto - -	Cottage and Garden - -	1	1	39
	Thomas Jones - -	House and Field - -	0	3	27
	Gweny Jones - -	Ditto - -	125	3	30
	Ann Morse - -	Court Farm - -	0	0	25
	Evan Griffith - -	Cottage and Garden - -	0	0	20
	William Owen - -	Ditto - -	0	1	36
	John Owen - -	Ditto - -	0	1	8
	John Jones - -	Ditto - -	0	1	5
	Thomas Arthur - -	Ditto - -			
Ditto - -	Encroachment adjoining Cottage and Garden.				
Ditto - -	Cottage and Garden - -	0	2	1	
In hand - -	Woods and Waste - -	25	0	10	
			582	3	22
Colwinstone -	Edward Gibbon - -	Land - -	6	3	5
	Joseph Lewis - -	House and Land - -	10	1	23
	William Yorath - -	Part of Corntown Farm - -	36	2	37
	Ditto - -	Ditto (adjoining ditto) - -	3	0	3
	Martha Jones - -	Land - -	5	2	30
	Ann Morse - -	Part of Court Farm - -	48	1	39
			111	0	17

James Tomson.

[Private.]

Baroness Windsor's Estate Act, 1857.

THE THIRD SCHEDULE.

COPY of the AGREEMENT of April 30th, 1856, with the ELY TIDAL HARBOUR and RAILWAY COMPANY, confirmed by "The Ely Tidal Harbour and Railway Act, 1856."

ARTICLES OF AGREEMENT, made the Thirtieth Day of April in the Year of our Lord One thousand eight hundred and fifty-six, between the Right Honourable William Pitt Earl Amherst and John Drummond, of Mulgrave House, in the Parish of Fulham, in the County of Middlesex, Esquire, of the First Part; the Right Honourable Harriet Baroness Windsor, of the Second Part; the Honourable Robert Windsor Clive, of Oakley Park, in the County of Salop, the eldest Son of the said Harriet Baroness Windsor by her late Husband the Honourable Robert Henry Clive deceased, of the Third Part; and the Ely Tidal Harbour and Railway Company (completely registered), of the Fourth Part: Whereas the said William Pitt Earl Amherst and John Drummond are, as Trustees under the Will of the Right Honourable Other Archer Earl of Plymouth deceased, dated the Twenty-seventh Day of February One thousand eight hundred and thirty, and under an Indenture dated the Nineteenth Day of April One thousand eight hundred and fifty-six, between the said Robert Windsor Clive of the one Part, and the said Earl Amherst and John Drummond of the other Part, seised to them and their Heirs during the Life of the said Harriet Baroness Windsor, and in trust for her, of (among other Estates situate in other Counties) divers Lands and Hereditaments situate in the County of Glamorgan, including (among other Hereditaments) a Farm called the Grange Farm, situate in the Parish of Llandaff, in the same County, and certain of the said Lands and Hereditaments situate in the same County of Glamorgan (including the said Grange Farm) are delineated in the Plan drawn on the last Skin of these Presents, and are therein coloured Yellow and Brown; and under the same Will and Indenture all the same Estates, Lands, and Hereditaments stand limited to the Use of the said Robert Windsor Clive for his Life in remainder immediately expectant on the Decease of the said Harriet Baroness Windsor, with Remainder to the Use of his First and other Sons successively in Tail Male, with divers Remainders over in strict Settlement; and Two Parcels of the same Lands and Hereditaments, being Mudlands, conveyed by the same Indenture, and containing respectively Twenty-eight Acres Two Roods and Eleven Perches and One hundred and two Acres and Two Roods, are subject to a Reservation to the Crown of Mines, Minerals, and Quarries, with Powers for working the same, and of Rights of Sporting, as expressed in a Deed Poll dated the Seventh Day of April One thousand eight hundred and thirty-seven, recited in the same Indenture: And whereas the said Ely Tidal Harbour and Railway Company has been formed for the Purpose of making and maintaining a Railway from the Taff Vale Railway to the River Ely, in the said County of Glamorgan, and forming Tidal Shipping Places near the Mouth of the same River, and the same Company will for the Purposes of their Under-

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Baroness Windsor's Estate Act, 1857.

taking require (among other Lands which are subject to the aforesaid Limitations, Uses, and Trusts of the said Will of the said Other Archer Earl of Plymouth) the Lands delineated on the said Plan, and therein coloured Yellow; and the same Company are in the present Session of Parliament applying for and endeavouring to obtain an Act of Parliament for incorporating the same Company, and for empowering the same Company to make and maintain the said Railway and Tidal Shipping Places, and to purchase and take the Lands required for that Purpose: And whereas the said Undertaking, being in the Opinion of the said several Persons respectively Parties hereto of the First, Second, and Third Parts likely to occasion a permanent Benefit and Improvement to the said Settled Estates late of the said Other Archer Earl of Plymouth, situate in the said County of Glamorgan, and the Inheritance of the same Estates, they have, so far as they respectively lawfully may or can, agreed with the said Company that if the said Company shall within the Period herein-after mentioned obtain such Act of Parliament as aforesaid, there shall be given up and conveyed to the same Company, for the Purposes of their said Undertaking, such Lands as are herein-after mentioned in that Behalf, and that the same Company shall have such Liberty of depositing Ballast on other Parts of the said Lands as is also herein-after mentioned, but nevertheless, for the Considerations, and upon the Terms and subject to the Provisoes, Agreements, and Stipulations herein-after mentioned and contained: Now therefore these Presents witness that the said several Persons respectively Parties hereto of the First, Second, and Third Parts do hereby severally and respectively, but each as to his or her own Acts and Deeds only, and so far only as the Agreements and Stipulations herein-after contained are to be performed and observed by him or her, and not further or otherwise, and so far only as he or she lawfully may or can enter into, do, perform, and observe the same Agreements and Stipulations, agree with the said Ely Tidal Harbour and Railway Company, and the same Company do hereby, but so far only as the Agreements and Stipulations herein-after contained are to be performed and observed by the same Company, agree with the said several Persons respectively Parties hereto of the First, Second, and Third Parts, and also separately with and to each of them, in manner following; that is to say,

First. That if the said Company shall in the present Session of Parliament obtain an Act of Parliament, with the Clauses, Powers, and Provisions herein-after mentioned, empowering the same Company to make and maintain a Railway from the Taff Vale Railway to the River Ely, and to make and maintain Tidal Shipping Places near the Mouth of the same River, according to Plans and Books of Reference which have been already deposited as required by the Standing Orders of the Houses of Parliament, or in case the same Company shall fail to obtain such Act of Parliament in the present Session of Parliament, then, if the same Company shall in any Session of Parliament held in the Year One thousand eight hundred and fifty-seven apply for and obtain such Act of Parliament as aforesaid, or in case the said Company shall again fail to obtain such Act of Parliament in any Session of Parliament held in the Year One thousand eight hundred and fifty-seven, then, if the same Company shall in any Session of Parliament held in the Year One thousand eight hundred and fifty-eight apply for and obtain such Act of Parliament as aforesaid, then and in case such Act of Parliament shall

Baroness Windsor's Estate Act, 1857.

shall be so obtained by the said Company in any such Session of Parliament, and shall empower the said Company to make and maintain such Railway and Tidal Shipping Places according to such deposited Plans and Books of Reference, or such other Plans as may be mutually agreed on, but not otherwise, the said Lands coloured Yellow in the said Plan lying on the Eastern or Left Bank of the said River Ely, and comprising the whole of the East Side of the River Frontage from the Letter B. to the Letter A. on the said Plan, and also so far as the Estate, Right, and Interest in the River Ely of the Owners of the said Lands coloured Yellow enables them to grant the same, such Part of the Bed and Soil of the River Ely throughout the same Frontage as is appurtenant to the said Lands coloured Yellow, with the Appurtenances, (nevertheless the Company preserving the present Channel of the River as available for all Purposes of Navigation as at present,) and also such other of the Lands delineated on the Plans and described in the Books of Reference deposited as aforesaid, or delineated on such other Plans mutually agreed on as aforesaid, and now subject to the aforesaid Limitations, Uses, and Trusts of the said Will of the said Other Archer Earl of Plymouth, as the said Company shall reasonably require for the Purpose of making the said Railway according to such Plans with Four Lines of Way between the Northern Extremity of the Barn numbered on the said deposited Plans 140 in the Parish of Llandaff and the River Ely, and with Two Lines of Way between the Junction with the Taff Vale Railway and the said Barn numbered 140 in the Parish of Llandaff, and with Two additional Lines of Way between any Junction or Communication which may be made with the South Wales Railway and the said River Ely, with Stations, Siding Accommodations, Side Ditches, and other like Works and Conveniences, the Situation and Quantity of such additional Lands to be ascertained and defined within Five Years after the passing of such Act, and also Liberty for the Company to obtain Earth from Side Cuttings, but only within Forty-five Feet from each Side of the Land so taken for the Purposes last aforesaid, shall, in consideration of the Payments herein-after stipulated to be made by the said Company, be conveyed to the said Company as and when the said Company shall from Time to Time require the same several Lands and Liberties for all or any of the Purposes aforesaid, but subject, as to the said Parcels of Mudland comprised in the said Indenture, to the Rights of the Crown under the said Deed Poll of the Seventh Day of April One thousand eight hundred and thirty-seven: Provided always, nevertheless, that the said Company shall not take possession of any Part of the said several Lands for the Purposes of their said Undertaking until after the Act of Parliament so to be obtained as aforesaid shall have passed into a Law, and the Conveyance to be so made to the Company shall have been executed, or the Draft thereof shall have been settled so as to be binding on the Company: Provided nevertheless, that as to so much of the said several Lands and Liberties as the said Company shall not have taken or required to have Possession or a Conveyance of for the Purposes of their said Undertaking before the Expiration of Ten Years from the passing of such Act of Parliament, the aforesaid Agreement to convey the same Lands and Liberties not so taken possession of or required to the said Company, and the Power of the said Company to take possession and require a Conveyance of the same Lands and Liberties for the Purposes of their said Undertaking, shall cease and determine, and the same Lands and Liberties of which

Baroness Windsor's Estate Act, 1857.

which such Possession or Conveyance shall not have been so taken or required before the Expiration of such Period of Ten Years shall from and immediately after the Expiration of the same Period and at all Times afterwards be held and possessed to, upon, and subject to the subsisting Uses, Trusts, and Limitations by the said Will of the said Other Archer Earl of Plymouth declared concerning his Estates in the said County of Glamorgan discharged and released from the said Agreement to convey the same to the said Company; and from all Claims and Demands by the Company under these Presents, and from all Powers of the Company under such Act, in like Manner and as fully and effectually to all Intents and Purposes whatsoever as if these Presents had not been made and entered into and such Act were not passed: Provided also, that the Lands and Liberties from Time to Time conveyed as aforesaid to the Company shall be subject to Reverter as herein-after expressed in the Tenth Article of these Presents.

Secondly. That every Conveyance made to the said Company of any of the said Lands or Liberties shall, during the Life of the said Harriet Baroness Windsor, be made by the said William Pitt Earl Amherst and John Drummond, or the Survivor of them, his Heirs or Assigns, or other the Trustees or Trustee for the Time being acting in their or his Place under the said Will of the said Other Archer Earl of Plymouth, and after the Decease of the said Harriett Baroness Windsor, by the Person for the Time being entitled under the same Will to the actual Possession or Receipt of the Rent and Profits of the same Testator's Settled Estates in the said County of Glamorgan, if such Person shall be of full Age, and if not then by the Guardian or Guardians of such Person during his Minority; and every such Conveyance shall take effect in like Manner in all respects as if the same had been made under a Power contained in the same Will, so as absolutely to defeat and destroy all the Estates, Uses, Limitations, and Trusts to which the Lands or Liberties conveyed are or may be subject under the same Will; and the Consideration for the Conveyance or Conveyances hereby agreed to be made to the said Company shall be a perpetual yearly Rentcharge payable by the said Company, and charged upon the Lands and Liberties conveyed and the Tolls or Rates to be made payable to the said Company under the said intended Act, and such Rentcharge shall be recoverable in manner provided by the Eleventh Section of "The Lands Clauses Consolidation Act, 1845," and also by the Appointment of a Receiver as for the Recovery of Arrears of Interest under the Fifty-third and Fifty-fourth Sections of "The Companies Clauses Consolidation Act, 1845," and the Amount of such Rentcharge shall be Ten Shillings per Annum and such further yearly Sum as shall be equal to the Sum or Sums herein-after agreed to be paid by the said Company as a Portion or Portions of such Rentcharge, and the same Rentcharge shall be paid by half-yearly Payments, to become due on the First Day of January and the First Day of July in every Year, the First of such Payments to become due on such of the said Days as shall first happen after the taking possession of any Part of the said Lands by the said Company, and such Rentcharge shall be limited and assured to such Uses and upon such Trusts as shall for the Time being be subsisting of and concerning the Lands and Liberties so to be conveyed to the said Company as aforesaid: Provided always, that in order to allow Time for making the necessary Calculations with reference to the Amount of each half-yearly Payment of such Rentcharge under the Pro-

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Baroness Windsor's Estate Act, 1857.

visions in this Behalf herein-after contained, the actual Payment thereof by the said Company shall not in any Case be required until after the Expiration of Two Calendar Months from the Day on which the same shall so become due as aforesaid: Provided also, that the Person or Persons from Time to Time entitled in possession to the Rentcharge shall be empowered to release the said Lands and Liberties or any Part thereof from the Rentcharge, and that without Prejudice to their Rights and Remedies for the Recovery thereof, except out of the Lands or Liberties so from Time to Time released.

Thirdly. That in case the said Company shall let any of the Lands hereby agreed to be conveyed to them either with or without any Building thereon, and whether at a mere Ground Rent or at Rackrent, or at any intermediate Rent, and whether by way of original Lease or by way of Renewal or other Lease for any Purpose whatsoever, One equal Moiety of the Rent or Rents or other pecuniary Consideration, not being Rates or Dues of any Kind or anything of the like Sort, received by or satisfied to the Company in respect of such Land, shall from Time to Time be paid by the said Company as a Portion of the Rentcharge so payable by them as aforesaid; and the same Moiety of such Rents or Consideration shall be payable and paid without any Deduction whatsoever, except the Tax upon Property or Income, and any Rates or Taxes payable by Landlords, and which by the Leases or Agreements respectively the Lessees or Tenants may deduct as against the Company: Provided always, that this Article shall not extend to any letting of any Land or Warehouse or other Building to be used in good Faith for Purposes of and incident to depositing or landing or shipping any Passengers, Animals, or Goods in respect of which any Portion of the Rentcharge is to be paid, or for Purposes reasonably requisite for the convenient Conveyance of Passengers, Animals, and Goods fairly to be regarded as the Company's proper Traffic: Provided also, that in every Case in which the Company let any Land with any Building erected by and at the Expense of the Company thereon, the Rent or other pecuniary Consideration as aforesaid at or for which the Company let such Land shall for the Purposes of this Article be apportioned so that a due Proportion thereof shall be attributed to the Building so erected, and the Proportion so attributed shall not be taken into account as Rent or Consideration whereof One equal Moiety is to be paid by the Company as a Portion of the said Rentcharge to be paid by them as aforesaid.

Fourthly. That for all Iron, Ironstone, Iron Ore, Coal, Coke, Culm, Cinders, Lime, Limestone, Building Stone, Bricks, and Tiles, which shall at any Time or Times be shipped or exported or imported at or to or from any Part of the Lands hereby agreed to be conveyed to the said Company, except Limestone and Building Stone landed and disposed of as Ship's Ballast, and for which no Charge shall be made by the Company, or which shall be used by the Company for Purposes of their Undertaking, and also for all Coke exported from the Western or Right Bank of the River Ely, on which any Rate or Due shall be paid or satisfied to the Company under the Proviso for that Purpose herein-after contained, the said Company shall pay as a Portion of the Rentcharge so payable by them as aforesaid a Royalty of One Halfpenny for every Imperial Ton of each of the said Articles or Materials so shipped or exported or imported as aforesaid, and for the Purpose of calculating such Royalty all such Iron and other Materials shall be taken to be of the Weight ascertained or estimated in good Faith by the Company, and upon which their own Charges for the same shall

Baroness Windsor's Estate Act, 1857.

shall in good Faith be made, and such Royalty shall be payable and paid without any Deduction whatsoever, except on account of the Tax upon Property or Income.

Fifthly. That for all other Goods, Wares, Merchandise, Matters, and Things whatsoever not herein-before mentioned, including Live Stock, and also for all Passengers, ~~upon or~~ in respect of the Wharfage or landing or embarking of which respectively at or to or from any Part of the Lands hereby agreed to be conveyed to the Company any Sum or Sums of Money shall be paid as a Wharfage or Landing Rate to the said Company, the said Company shall pay, as a Portion of the Rentcharge so payable by them as aforesaid, at the Rate of Ten Pounds for every One hundred Pounds received by or satisfied to the said Company for or on account of such Wharfage or Landing Rate, such last-mentioned Payment to be free from all Deductions whatsoever, except the Tax upon Property or Income: Provided always, that for the Purposes of this Clause the Term "Wharfage or Landing Rate" shall be considered as including only such Sums for Passengers and Rates for Goods (other than Iron and other Articles specified in the Fourth Article of this Agreement) as the Company shall from Time to Time receive or be satisfied, under or by virtue of Clause Forty-one of and Schedule (B.) to the Bill deposited by the Company for the Purpose of their Application to Parliament in the present Session, or under or by virtue of such other Clause, Schedule, or Enactment in lieu thereof as shall be Part of the Company's Act when passed: Provided also, that it shall not be lawful for the said Company to give or grant to any Person or Persons whomsoever, in consideration of the Payment of any gross Sum, or for any other Consideration, Leave or Licence to wharf or land or embark at or to or from any Part of the Lands hereby agreed to be conveyed to the Company any of the Subject Matters herein-before mentioned in this Fifth Clause, either free from the Payment of any Wharfage or Landing Rate, or on the Payment of any less Sum than the Rate for the Time being usually paid in respect of such Wharfage or landing or embarking, yet so nevertheless that the said Company shall be at liberty to enter into Contracts with any Person or Persons for the Wharfage or landing or embarking of large Quantities of such Subject Matters at a reasonable and moderate Reduction from such usual Rates.

Sixthly. That the said Company shall have Power from Time to Time to deposit Ballast on the Lands delineated on the said Plan and therein coloured Brown, and for the Purpose of so depositing Ballast to make and use on those Lands any Railroads, Tramroads, and other Roads from the Lands which shall belong to the said Company, provided that no Ballast shall be deposited, and no Railroad, Tramroad, or other Road shall be made on any Part of the Lands coloured Brown which shall be occupied with any Building, Work, or Road, or so as to interfere with or prejudice any such Building, Work, or Road; but the Company may make and use any temporary level Crossing or Crossings for carrying Ballast beyond any such last-mentioned Road, so as the Traffic on such Road be not avoidably prejudiced: Provided also, that no Ballast shall (without the Consent of the Person or Persons for the Time being entitled in possession to such Rentcharge as aforesaid) be deposited on any such Lands, so that the same shall be of a greater Height in any Place than Eight Feet from the average Height of the Surface on which such Deposit shall be made, or shall (without such Consent) at any Place of Deposit be above the Level of the Main Line of the said intended Railway at the Point thereof

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Baroness Windsor's Estate Act, 1857.

which shall be nearest to the Point where such Deposit shall be made, or shall (without such Consent) be deposited in such Manner as to render the Land whereon such Deposit shall be made unfit for Building Purposes: Provided also, that so long as the Company deposit the Ballast so as fairly to raise the Surface continuously to such Height of Eight Feet, and so to render the Land reasonably applicable for Building Purposes, the Person or Persons for the Time being entitled to the said Lands coloured Brown will, in laying out or appropriating the same for Building or other Purposes, leave reasonable Means of Access for the Company to deposit Ballast on other Parts thereof: Provided also, that the Person or Persons for the Time being entitled to the Strip of Land, Part of the said Lands coloured Brown, extending along the North-eastern Side of the said Lands coloured Yellow from the Letter B to the Letter C on the said Plan, shall not remove any Ballast which may at any Time or Times be deposited on the said Strip of Land or any Part thereof by the said Company.

Seventhly. That if the said Company shall sell any Stone or other Material whatsoever found in or under any of the said Lands which shall be taken possession of by and conveyed to them as aforesaid, then and in every such Case the said Company shall pay, as a Portion of the Rentcharge so payable by them as aforesaid, upon or in respect of each Ton of Stone or other Material so sold the Royalty usually payable in respect of each Ton of such Stone or other Material in the neighbouring District, and such Royalty shall be payable free from all Deductions whatsoever except on account of the Tax upon Property or Income.

Eighthly. That in calculating the Amount of every half-yearly Payment of the Rentcharge so payable by the said Company as aforesaid the Moiety of Rents and the Royalties and other Sums of Money whatsoever herein-before agreed to be paid by the said Company as a Portion of such Rentcharge, which shall have accrued and become payable under the Provisions herein-before contained from the Time of the taking possession of any Part of the said Lands by the said Company, or from and inclusive of the last half-yearly Day of Payment (as the Case may be) up to and inclusively of the Day immediately preceding the half-yearly Day of Payment in respect whereof a Calculation is for the Time being to be made, shall be included in and form Part of such half-yearly Payment.

Ninthly. That the said several Persons respectively Parties hereto of the First, Second, and Third Parts, or any of them, or any other Person or Persons claiming under the said Will of the said Other Archer Earl of Plymouth, or their respective Heirs or Assigns, or any of them, shall not nor will at any Time or Times hereafter, either alone or together with any other Person or Persons, or Company or Companies, directly or indirectly compete with the Company by exporting or importing from or on the Western or Right Bank of the River Ely, between the Point marked with the Letter A on the said Plan and the Mouth of the said River Ely, any of the Animals or Goods on which the Company shall for the Time being be entitled to demand any Rate or Due: Provided always, that this Article shall not extend to prevent the exporting or importing of any Animals or Goods to be produced, used, consumed, or manufactured by the Owners or the Lessees, Tenants, or Occupiers of any Part of the Estates now or hereafter belonging to the Person or Persons from Time to Time entitled to the Rentcharge to be paid by the Company as aforesaid,

Baroness Windsor's Estate Act, 1857.

aforesaid, and situate within the Parishes of Llandaff, Llandough, Penarth, Leckwith, Lavernoch, Saint Andrew's, and Cogan respectively, and lying not less than One hundred Yards to the Southward of the present Line of the South Wales Railway, and shall not extend to prevent the exporting or importing of any Goods to be sold within any of those Parishes by Retail, and shall not extend to prevent the establishing on the Western Bank of the River Ely of a Packet Station for Passengers and their personal Luggage: Provided also, that this Article shall extend to prevent the Exportation of Coke, unless there be paid thereon to the said Company the same Rates or Dues as if it were exported from the Lands on the Eastern Bank of the River Ely hereby agreed to be conveyed to the Company.

Tenthly. That in the said Act so to to be obtained by the said Company as aforesaid there shall be inserted a Clause in the following Words; (to wit,) " And whereas an Agreement conditional on the Company being incorporated " by Act of Parliament has been entered into, bearing Date the " Day of April One thousand eight hundred and fifty-six, and made between " the Right Honourable William Pitt Earl Amherst and John Drummond, of " Mulgrave House, in the Parish of Fulham, in the County of Middlesex, " Esquire, of the First Part, the Right Honourable Harriet Baroness Windsor " of the Second Part, the Honourable Robert Windsor Clive, of Oakley Park " in the County of Salop, the eldest Son of the said Harriet Baroness Windsor " by her late Husband the Honourable Robert Henry Clive deceased, of the " Third Part, and the Ely Tidal Harbour and Railway Company (completely " registered) of the Fourth Part, for the Sale of certain Lands and Liberties " by Devisees under the Will of the Right Honourable Other Archer Earl of " Plymouth deceased to the said Company, Party thereto, in consideration of a " certain Rentcharge, and upon and subject to the Terms and Stipulations " therein mentioned: And whereas the Lands so agreed to be sold are Part of " the Lands which the Company are by this Act authorized to purchase: And " whereas the said Company Party to the said Agreement is the same Company " as the Company by this Act incorporated: Be it enacted, That the said Agree- " ment shall be valid and shall be binding upon the Company, and upon the " said Devisees and all other Parties claiming under the Will of the said Earl " of Plymouth, and they are respectively by this Act empowered and required " to carry the same into effect: Provided always, that if at any Time after Ten " Years after the passing of this Act the Undertaking by this Act authorized " be abandoned, then the whole of the Lands taken by the Company under that " Agreement shall revert as by this Act provided: Provided also, that if at any " Time after Ten Years after the passing of this Act the Lands taken by the " Company under that Agreement, or any Part thereof, not being less than Two " Acres lying together, remain for Seven consecutive Years thereafter not used " for any of the Purposes of or authorized by this Act or that Agreement, then " and in every such Case such Lands so not used shall revert as by this Act " provided: Provided also, that in every such Case of Reverter the Lands to " revert shall, by force of this Act, revert in Fee Simple to and be vested in the " Person or Persons from Time to Time entitled to the Rentcharge provided for " by that Agreement according to their respective Estates, Rights, and Interests " in and to such Rentcharge, and shall be so vested freed from all Claims and " Demands of the Company and all Persons claiming by, from, through, or " under them, or by their Act or Means;" and also all such other Clauses, Powers, and Provisions as shall be deemed necessary and proper, and as shall

[*Private.*]

Baroness Windsor's Estate Act, 1857.

be permitted by Parliament for the Purpose of enabling the said Parties hereto, and all other necessary Parties, to do and execute all such Acts, Deeds, Matters, and Things whatsoever on their respective Parts as shall be necessary for carrying into effect the several Stipulations and Agreements herein contained, and as shall be necessary or proper for securing to them respectively the full Benefit of this Agreement, the Draft of the Clauses for such Purposes to be settled by the respective Counsel of the Parties hereto, or failing their Agreement thereon, then by some One Counsel to be named by such respective Counsel.

Eleventhly. That in the First Conveyance to be made to the said Company under this Agreement shall be contained such Covenants by the Company, and such Conditions and other Provisions whatsoever, as shall be proper and sufficient for securing to the Parties hereto respectively, and their respective Representatives, the full Benefit of this Agreement, including Covenants, Conditions, or Provisions binding the Company to keep all such Accounts and Vouchers as shall be proper and sufficient for showing the true Amount of the Rentcharge, and to furnish within Twenty-eight Days after every half-yearly Day up to which the Account is to be made a true half-yearly Balance Sheet or Statement showing such Amount, and to afford, at all seasonable Times, free Access to and Inspection and Transcription of such Accounts and Vouchers, and to keep and use proper and sufficient Weighing Machines, and to afford at all seasonable Times free Access to and Inspection of and Opportunities for testing such Weighing Machines, and to permit them or any of them to appoint and employ at their own Expense any Agents or Servants to take an Account of any Passengers, Live Stock, and Articles in respect of which any Part of the Rentcharge is to be payable, and of Numbers, Weights, and other Particulars, and to afford to such Agents or Servants all proper and sufficient Facilities for the Performance of the Duties of their Appointment, and all such other Covenants, Conditions, and Provisions as shall be reasonable, and the Draft of every Deed to be executed for the Purposes of these Presents shall be settled by the respective Counsel of the Parties hereto, or failing their Agreement thereon, then by some One Counsel to be named by such respective Counsel.

Twelfthly. That the Parties hereto of the First, Second, and Third Parts, or their Representatives, or some or One of them, will within Two Years after the passing of the intended Act, make a good Road Sixty Feet wide in the Carriageway from the private Road leading from Penarth to Cardiff to the Lands coloured Yellow, and will for ever maintain the Road so made, and permit the Company to have the full and free User thereof for all Purposes, and will not at any Time knowingly and wilfully do or sanction anything to prevent the Company from having, on the like Terms as the Public at large, the User of that private Road, and in consideration thereof the Company will from Time to Time freely deliver to the Parties hereto of the First, Second, and Third Parts, or their Representatives, for their own Use, all the spare Ballast of the Company, by depositing the same on such Parts of the Grange Farm contiguous to the Company's Railway as such Parties or Representatives shall from Time to Time appoint.

Thirteenthly. That the said Company will pay their own Costs of any Application or Applications to be made by them in the present Session of Parliament, or in any Session or Sessions held in the Years One thousand eight hundred and fifty-seven and One thousand eight hundred and fifty-eight

Baroness Windsor's Estate Act, 1857.

eight respectively, for such Act of Parliament as aforesaid, and will use their best Endeavours to procure the Insertion at their own Expense in such Acts of the Clauses, Powers, and Provisions herein-before referred to for confirming this Agreement and authorizing the same to be carried into effect, and securing the Benefit thereof; and the said several Persons respectively Parties hereto of the First, Second, and Third Parts will, at the Costs of the said Company, in the said present Session and in the said subsequent Session or Sessions, give their Assent and Support to such Bill, and do or concur in any reasonable Act or Acts required of them by the said Company for promoting the passing of such Bill into a Law: Provided always, nevertheless, that all the Costs, Charges, and Expenses which the said Company shall bear, pay, or be put unto in consequence or on account only of any Opposition which shall be made by any Person or Persons whomsoever specially to and on account only of the Clauses, Powers, and Provisions herein-before agreed to be inserted in the Act for confirming this Agreement, and authorizing the same to be carried into effect, and securing the Benefit thereof as aforesaid, shall be borne and paid by the said Harriet Baroness Windsor and Robert Windsor Clive; and, lastly, that if at any Time or Times hereafter any Difference, Doubt, or Question shall arise between the said several Persons respectively Parties hereto of the First, Second, and Third Parts, or any of them, and the said Company, relative to or concerning this Agreement, or the said Act of Parliament, or any Clause, Matter, Word, or Thing herein or therein contained or referred to, the Matter in dispute shall be settled by Arbitration in such Manner in all respects as is provided by the Clauses with respect to the Settlement of Disputes by Arbitration contained in "The Companies Clauses Consolidation Act, 1845:" In witness whereof the said Parties hereto of the First, Second, and Third Parts have hereunto set their Hands and Seals, and the said Company have caused their Corporate Seal to be hereunto affixed, the Day and Year first above written.



WINDSOR. (L.S.)
 JOHN DRUMMOND. (L.S.)
 R. WINDSOR CLIVE. (L.S.)

Signed, sealed, and delivered by the within-named John Drummond in the Presence of William Weight, Clerk to Messrs. Nicholl and Co., 18, Carey Street, London, Solicitors.

Signed, sealed, and delivered by the within-named Harriet Baroness Windsor in the Presence of R. F. Burnett, 18, Carey Street, London, Solicitor.

Signed, sealed, and delivered by the within-named Robert Windsor Clive in the Presence of R. F. Burnett.

The Corporate Seal of the Ely Tidal Harbour and Railway Company was affixed hereunto in the Presence of Benⁿ Matthews, Secretary pro tem. to the Ely Tidal Harbour and Railway Company,

James Tomson.

Baroness Windsor's Estate Act, 1857.

THE FOURTH SCHEDULE.

COPY of the AGREEMENT of June 5th, 1857, with the ELY TIDAL HARBOUR AND RAILWAY COMPANY.

ARTICLES OF AGREEMENT, made the Fifth Day of June in the Year of our Lord One thousand eight hundred and fifty-seven, between John Drummond, of Mulgrave House, in the Parish of Fulham in the County of Middlesex, Esquire, of the First Part, the Right Honourable Harriet Baroness Windsor of the Second Part, the Honourable Robert Windsor Clive, of Oakley Park in the County of Salop, the eldest Son of the said Harriet Baroness Windsor by her late Husband the Honourable Robert Henry Clive deceased, of the Third Part, and the Ely Tidal Harbour and Railway Company (herein-after called the Company) of the Fourth Part: Whereas the said John Drummond is, as surviving Trustee under the Will of the Right Honourable Other Archer Earl of Plymouth deceased, dated the Twenty-seventh Day of February One thousand eight hundred and thirty, seised to him and his Heirs during the Life of the said Harriet Baroness Windsor, and in trust for her, of divers Lands and Hereditaments situate in the County of Glamorgan, including the Lands in the Parishes of Llandaff, Llandough, and Penarth in that County, delineated in the Plan annexed to these Presents, and therein coloured respectively Green and Brown, and the same Lands and Hereditaments stand limited to the Use of the said Robert Windsor Clive for his Life in remainder immediately expectant on the Decease of the said Harriet Baroness Windsor, with Remainder to the Use of his First and other Sons successively in Tail Mail, with Remainders over in strict Settlement: And whereas the Company having been projected in the Year One thousand eight hundred and fifty-six for the Purpose of making and maintaining a Railway from the Taff Vale Railway to the River Ely, and Tidal Shipping Places near to the Mouth of that River, and being then prosecuting an Application to Parliament for an Act to authorize the Undertaking, Articles of Agreement dated the Thirtieth Day of April One thousand eight hundred and fifty-six were made between the Right Honourable William Pitt Earl Amherst, since deceased, and the said John Drummond, of the First Part, the said Baroness Windsor of the Second Part, the said Robert Windsor Clive of the Third Part, and the Company (then completely registered) of the Fourth Part, for the Sale to the Company of certain Lands required for the Purposes of their Undertaking, and of certain Liberties affecting other Lands, which said several Lands were also subject to the Trusts of the said Will of the said Other Archer Earl of Plymouth, in consideration of a Rentcharge, and subject to the Agreements and Stipulations therein expressed: And whereas by "The Ely Tidal Harbour and Railway Act, 1856," the Company were incorporated, and were authorized to carry out their Undertaking, and by Section Twenty-two of the Act the recited Agreement was confirmed, subject to the Provisoes in that Act contained for the Reverter, in the Events therein expressed, of the Lands so agreed to be sold, or Parts thereof: And whereas the Company have made Application to Parliament for an Act to authorize them to extend their

Undertaking,

Baroness Windsor's Estate Act, 1857.

Undertaking, and to make and maintain a Dock and a Railway or Railways, and other Works on the said Lands and Hereditaments delineated on the said Plan hereto annexed, and thereon coloured respectively Green and Brown: And whereas the proposed Extension of the Undertaking would, in the Opinion of the several Persons Parties hereto of the First, Second, and Third Parts, be likely to occasion a permanent Improvement of and Benefit to the Estates in the County of Glamorgan, subject to the Trusts of the said Will and the Inheritance thereof, and it hath therefore been agreed between them and the Company that these Presents shall be entered into by way of Agreement as herein-after appearing: Now therefore these Presents witness that the several Persons respectively Parties hereto of the First, Second, and Third Parts do hereby severally and respectively, but each as to his or her own Acts and Defaults only, and so far only as the Agreements and Stipulations herein-after contained are to be performed and observed by him or her, and not further or otherwise, and so far only as he or she lawfully may or can enter into, do, perform, and observe the same Agreements and Stipulations respectively, agree with the Company, and the Company do hereby, but as to their own Acts and Defaults only, and so far only as the Agreements and Stipulations herein-after contained are to be performed and observed by them, agree with the several Persons Parties hereto of the First, Second, and Third Parts respectively, and also by way of separate Agreement with every of them, as follows; that is to say,

First. That if the Company shall at any Time before the First Day of August One thousand eight hundred and sixty-three obtain an Act of Parliament comprising the Clauses, Powers, and Provisions expressed in the Twenty-second Article, and empowering them to make and maintain a Dock upon the Land coloured Green on the said Plan, or any Part thereof, and any Railway or Railways and other Works connected therewith, but not otherwise, so much of the Lands coloured Green on the said Plan lying on the Western or Right Bank of the River Ely as the Company shall desire to take for the Dock and Railway or Railways and Works, or any of them, and also so far as the Estate, Right, and Interest in the River Ely of the Owners of the Lands coloured Green enables them to grant the same, such Part of the Bed and Soil of the River Ely throughout the Frontage of the Lands to be conveyed as herein-after expressed as is appurtenant thereto, with the Appurtenances (nevertheless the Company preserving the Channel of the River as available as it now is for all the Purposes of Navigation), and also so much of the Lands coloured Brown on the said Plan as shall be requisite for the Railway or Railways and Works, or any of them, shall be conveyed to the Company as and when they from Time to Time require the same respectively for all or any of the Purposes of the proposed Extension of their Undertaking; and all Compensation payable to Lessees and Occupiers shall be borne and paid, Half by the several Persons Parties hereto of the First, Second, and Third Parts, or their Representatives, and the other Half by the Company.

Secondly. That if the Company so obtain such an Act, the several Persons Parties hereto of the First, Second, and Third Parts, or their Representatives, will not at any Time knowingly or wilfully do or sanction anything to prevent the Company or any Person or Persons passing to or from the Company's Premises or Works, or any of them, from having, on the like Terms as the Public at large, the User of that Part of the private Road leading from Cardiff to Penarth in which they the said Parties hereto of the First, Second, and

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Third

Baroness Windsor's Estate Act, 1857.

Third Parts are interested jointly with the Trustees of the Marquis of Bute, and will not at any Time agree or consent to the stopping-up or Discontinuance of such Road, and will not at any Time without the Consent of the Company do or concur in or consent to any Act or Thing whereby a certain Agreement relating to the said Road made between the said Parties hereto of the First, Second, and Third Parts, with others, and the Trustees of the Marquis of Bute, and dated the Twelfth Day of April One thousand eight hundred and fifty-one, may be rescinded or in any way altered, but this Article shall not bind the several Persons Parties hereto of the First, Second, and Third Parts, or their Representatives, to anything contrary to the true Intent of that Agreement.

Thirdly. That if the Company so obtain such an Act, the several Persons Parties hereto of the First, Second, and Third Parts, or their Representatives, will grant to the Company for themselves, and all Persons passing to or from the Company's Premises or Works, or any of them, the perpetual Right to use that Part of the Road leading from Cardiff to Penarth which belongs to the said several Persons Parties hereto of the First, Second, and Third Parts, and so far as can be consistently with the true Intent of the Agreement of the Twelfth Day of April One thousand eight hundred and fifty-one, such Right of User shall be free of Toll, and will grant to the Company, for themselves and all Persons passing as last aforesaid, the perpetual Right to use the Road Eighty Feet wide now being made upon Grange Farm for all Purposes whatsoever for which Carriage Roads are ordinarily used free of Toll, and also will for ever maintain in good Repair the said several Roads the Use whereof is by this Clause agreed to be granted to the Company: Provided, that nothing herein contained shall prevent such Roads or any of them being dedicated to the Public, and made repairable at public Expense.

Fourthly. The Powers and Provisions contained in the Sixth Article of the recited Agreement shall extend to enable the Company to deposit within the Limits and subject to the Restrictions therein expressed any Ballast or Spoil, whether for the Purposes of that Agreement or of this Agreement; and at the South-eastern End of the Land coloured Green, Access (subject to the Bye-laws of the Company) shall be provided by them at all reasonable Hours to and from the Docks and Works of the Company and the Lands near thereto of the several Persons Parties hereto of the First, Second, and Third Parts.

Fifthly. Provided always, that the Company shall not take possession of any Part of the Lands or exercise any of the Privileges to be respectively conveyed to them under this Agreement until after the Act to be applied for is passed into a Law, and the Conveyance to be so made to the Company is executed, or the Draft thereof is settled so as to be binding on the Company: Provided also, that as to so much of those Lands and Privileges as the Company shall not take or require to have Possession or a Conveyance of for the Purposes of the proposed Extension of their Undertaking before the First Day of August One thousand eight hundred and sixty-eight, the preceding Agreement to convey the same Land and Privileges so not taken possession of or not required to the Company, and the Power of the Company to take possession and require a Conveyance of the same Lands and Privileges, shall cease and determine, and the same Lands and Privileges shall, from the First Day of August One thousand eight hundred and sixty-eight, and at all Times afterwards, be held and possessed to, upon, and subject to the subsisting Limitations of the Will of Other Archer Earl of Plymouth concerning his Estates in the County
of

Baroness Windsor's Estate Act, 1857.

of Glamorgan discharged from all Rights, Interests, Claims, and Demands of the Company, and from all Powers of the Company under the Act, to be applied for in the like Manner and as fully and effectually to all Intents and Purposes whatsoever as if these Presents had not been made and such Act were not passed.

Sixthly. Provided always, that the Lands and Privileges from Time to Time so conveyed to the Company shall be subject to Reverter as expressed in the Twenty-second Article.

Seventhly. That every Conveyance made to the Company of any of those Lands and Privileges shall during the Life of the Baroness Windsor be made by the Trustees or Trustee for the Time being acting under the Will of Other Archer Earl of Plymouth, and after her Decease by the Person for the Time being entitled under the same Will to the actual Possession or Receipt of the Rents and Profits of the Settled Estates in the County of Glamorgan, if such Person be of full Age, and if not then by his Guardian or Guardians during his Minority, and every such Conveyance shall take effect in like Manner in all respects as if the same had been made under a Power contained in the same Will, so as absolutely to defeat and destroy all the Estates, Uses, Limitations, and Trusts to which the Lands conveyed are or may be subject under the same Will.

Eighthly. That the Consideration for the Conveyance or Conveyances so to be made to the Company shall be a perpetual yearly Rentcharge payable by the Company, and chargeable upon the Lands or Privileges conveyed, and all Tolls or Rates to be made payable to the Company under the intended Act, and such Rentcharge shall be limited and assured to the Limitations, Uses, and Trusts of the same Will, which if those Lands were not so conveyed would from Time to Time affect those Lands.

Ninthly. That the Amount of such Rentcharge shall be Ten Shillings a Year, and a further yearly Sum equal to the Sum or Sums herein-after agreed to be paid by the Company as a Portion or Portions of such Rentcharge.

Tenthly. That the Rentcharge shall be paid by half-yearly Payments, to become due on the First Day of January and the First Day of July in every Year, the First of such Payments to become due on such of those Days as first happens after the taking possession by the Company of any Part of those Lands, and shall be recoverable in manner prescribed by Section Eleven of "The Lands Clauses Consolidation Act, 1845," and also by the Appointment of a Receiver, as for the Recovery of Arrears of Interest under Sections Fifty-three and Fifty-four of "The Companies Clauses Consolidation Act, 1845."

Eleventhly. Provided always, that in order to allow Time for making the necessary Calculations with reference to the Amount of every half-yearly Payment of the Rentcharge, the actual Payment thereof by the Company shall not in any Case be required until after the Expiration of Four Calendar Months after the Day on which it becomes due; provided also, that the actual Payment of the Rentcharge payable by the Company under the said recited Articles of Agreement shall not, as to any half-yearly Payments thereof, be required until after the Expiration of Four Calendar Months from the Day on which it becomes due, anything to the contrary therein contained notwithstanding.

Twelfthly. Provided always, that the Person or Persons from Time to Time entitled in possession to the Rentcharge shall be empowered to release the

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Baroness Windsor's Estate Act, 1857.

the Lands and Premises charged therewith, or any Part thereof, from the Rent-charge, and that without Prejudice to his or their Rights and Remedies for the Recovery thereof, except out of the Lands and Premises so from Time to Time released.

Thirteenthly. That in case the Company let any of the Lands hereby agreed to be conveyed to them either with or without any Building thereon, and whether at a mere Ground Rent or at Rackrent, or at any intermediate Rent, and whether by way of original Lease, or by way of Renewal or other Lease, for any Purpose whatsoever, One equal Half of the Rent or Rents, or other pecuniary Consideration, not being Rates or Dues of any Kind, or anything of the like Sort received by or satisfied to the Company in respect of such Land, shall from Time to Time be paid by the Company as a Portion of the Rent-charge to be paid by them under this Agreement; and the same Half of such Rents or Consideration shall be payable and paid without any Deduction whatsoever, except the Tax upon Property or Income, and any Rates or Taxes payable by Landlords, and which by the Leases or Agreements respectively the Lessees or Tenants may deduct as against the Company.

Fourteenthly. Provided always, that the Thirteenth Article shall not extend to any letting of any Land or Warehouse, or other Building, to be used in good Faith for Purposes of and incident to depositing or landing or shipping any Passengers, Animals, or Goods in respect of which any Portion of the Rentcharge is to be paid, or for Purposes reasonably requisite for the convenient Conveyance of Passengers, Animals, and Goods fairly to be regarded as the Company's proper Traffic.

Fifteenthly. Provided always, that in every Case in which the Company let any Land, with any Building erected by and at the Expense of the Company thereon, the Rent or other pecuniary Consideration as aforesaid at or for which the Company let such Land shall, for the Purposes of the Thirteenth Article, be apportioned so that a due Proportion thereof shall be attributed to the Building so erected, and the Proportion so attributed shall not be taken into account as Rent or Consideration whereof One Half is to be paid by the Company as a Portion of the Rentcharge.

Sixteenthly. That for all Iron, Ironstone, Iron Ore, Coal, Coke, Culm, Cinders, Lime, Limestone, Building Stone, Bricks, and Tiles which shall at any Time or Times be shipped or exported or imported at or to or from any Part of the Lands hereby agreed to be conveyed to the Company, except Limestone and Building Stone landed and disposed of as Ship's Ballast, and for which no Charge shall be made by the Company, or which shall be used by the Company for Purposes of their Undertaking, the Company shall pay, as a Portion of the Rentcharge, a Royalty of One Halfpenny for every Imperial Ton of each of those Articles or Materials so shipped or exported or imported, and for the Purpose of calculating such Royalty all such Iron and other Materials shall be taken to be of the Weight ascertained or estimated in good Faith by the Company, and upon which their own Charges for the same are in good Faith made, and such Royalty shall be payable and paid without any Deduction whatsoever, except on account of the Tax upon Property or Income.

Seventeenthly. That for all other Goods, Wares, Merchandise, Matters, and Things whatsoever not herein-before mentioned, including Live Stock, and also for all Passengers, upon or in respect of the Wharfage or landing or embarking of which respectively at or to or from any Part of the Lands hereby agreed

Baroness Windsor's Estate Act, 1857.

“ thousand eight hundred and fifty-seven, and made between John Drummond,
 “ of Mulgrave House in the Parish of Fulham in the County of Middlesex,
 “ Esquire, of the First Part, the Right Honourable Harriet Baroness Windsor
 “ of the Second Part, the Honourable Robert Windsor Clive, of Oakley Park in
 “ the County of Salop, the eldest Son of the said Harriet Baroness Windsor by
 “ her late Husband the Honourable Robert Henry Clive deceased, of the Third
 “ Part, and the Company of the Fourth Part, for the Sale of certain Lands and
 “ Privileges by Devisees under the Will of the Right Honourable Other Archer
 “ Earl of Plymouth deceased to the Company, in consideration of a certain
 “ Rentcharge, and upon and subject to the Terms and Stipulations therein
 “ mentioned: And whereas the Lands so agreed to be sold are Part of the
 “ Lands which the Company are by this Act authorized to purchase: Therefore
 “ that Agreement shall be valid and shall be binding upon the Company and
 “ upon the Devisees and all other Parties claiming under the Will of the
 “ said Earl of Plymouth, and they are respectively by this Act empowered
 “ and required to carry the same into effect: Provided always, that if at
 “ any Time after the First Day of August One thousand eight hundred and
 “ sixty-eight the Undertaking by this Act authorized be abandoned, then
 “ the whole of the Lands and Privileges taken by the Company under that
 “ Agreement shall revert as by this Act provided: Provided also, that if at
 “ any Time after the First Day of August One thousand eight hundred and
 “ sixty-eight the Lands taken by the Company under that Agreement, or
 “ any Part thereof, not being less than Two Acres lying together, remain
 “ for Seven consecutive Years thereafter not used for any of the Purposes
 “ of or authorized by this Act or that Agreement, then and in every such
 “ Case such Lands so not used shall revert as by this Act provided: Pro-
 “ vided also, that in every such Case of Reverter the Lands and Privileges
 “ to revert shall by force of this Act revert in Fee Simple to and be vested
 “ in the Person or Persons from Time to Time entitled to the Rentcharge
 “ provided for by that Agreement according to their respective Estates,
 “ Rights, and Interests in and to such Rentcharge, and shall be so vested
 “ freed from all Claims and Demands of the Company, and all Persons claiming
 “ by, from, through, or under them, or by their Act or Means;” and also
 all such other Clauses, Powers, and Provisions as shall be deemed necessary
 and proper, and as shall be permitted by Parliament for the Purpose of
 enabling the Parties hereto and all other necessary Parties to do and
 execute all such Acts, Deeds, Matters, and Things whatsoever on their
 respective Parts as shall be necessary for carrying into effect the several
 Stipulations and Agreements of these Presents, and as shall be necessary
 or proper for securing to them respectively the full Benefit of this Agreement,
 the Draft of the Clauses for such Purposes to be settled by the respective
 Counsel of the Parties hereto, or failing their Agreement thereon, then by
 some One Counsel to be named by such respective Counsel,

Twenty-thirdly. That in the First Conveyance to be made to the Com-
 pany under this Agreement shall be contained such Covenants by the Com-
 pany, and such Conditions and other Provisions whatsoever, as shall be
 proper and sufficient for securing to the Parties hereto respectively and
 their respective Representatives the full Benefit of this Agreement, including
 Covenants, Conditions, or Provisions binding the Company to keep all such
 Accounts and Vouchers as shall be proper and sufficient for showing the
 true

Baroness Windsor's Estate Act, 1857.

true Amount of the Rentcharge, and to furnish within Three Calendar Months after every half-yearly Day up to which the Account is to be made a true half-yearly Balance Sheet or Statement showing such Amount, and to afford at all seasonable Times free Access to and Inspection and Transcription of such Accounts and Vouchers, and to keep and use proper and sufficient Weighing Machines, and to afford at all seasonable Times free Access to and Inspection of and Opportunities for testing such Weighing Machines, and to permit them or any of them to appoint and employ at their own Expense any Agents or Servants to take an Account of any Passengers, Live Stock, and Articles in respect of which any Part of the Rentcharge is to be payable, and of Numbers, Weights, and other Particulars, and to afford to such Agents or Servants all proper and sufficient Facilities for the Performance of the Duties of their Appointment, and all such other Covenants, Conditions, and Provisions as shall be reasonable, and the Draft of every Deed to be executed for the Purposes of these Presents shall be settled by the respective Counsel of the Parties hereto, or failing their Agreement thereon, then by some One Counsel to be named by such respective Counsel: Provided always, that the Covenants to be contained in the First Conveyance to be made to the Company under the said recited Articles of Agreement shall not bind the Company to furnish the half-yearly Balance Sheet or Statement referred to in the Eleventh Clause thereof earlier than Three Calendar Months after every half-yearly Day up to which the Account is to be made, anything in the said recited Articles of Agreement contained to the contrary notwithstanding.

Twenty-fourthly. That the Company will pay their own Costs of any and every Application made or to be made by them to Parliament for such Act of Parliament as aforesaid, and will use their best Endeavours to procure the Insertion at their own Expense in such Act of the Clauses, Powers, and Provisions referred to in the Twenty-second Article.

Twenty-fifthly. That the several Persons respectively Parties hereto of the First, Second, and Third Parts will, at the Costs of the Company, at all Times until the First Day of August One thousand eight hundred and sixty-three, give their Assent and Support to any Bill promoted by the Company for the Purposes of the proposed Extension of their Undertaking, and do or concur in any reasonable Act or Acts required of them by the Company for promoting the passing of such Bill into a Law.

Twenty-sixthly. Provided always, that all the Costs, Charges, and Expenses which the Company shall pay or may be put unto in consequence or on account only of any Opposition made by any Person or Persons whomsoever specially to and on account only of the Clauses, Powers, and Provisions to be according to the Twenty-second Article inserted in the Act, shall be borne and paid by the said Harriet Baroness Windsor and Robert Windsor Clive.

Twenty-seventhly. That if at any Time or Times hereafter any Difference, Doubt, or Question shall arise between the several Persons respectively Parties hereto of the First, Second, and Third Parts, or any of them, and the Company, relative to or concerning this Agreement or the intended Act of Parliament, or the Bill for the same, or any Clause, Matter, Word, or Thing herein or therein contained or referred to, the Matter in dispute shall be settled by Arbitration in such Manner in all respects as is provided by the Clauses with respect to the Settlement of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845:" In witness whereof the said Company have hereunto
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Baroness Windsor's Estate Act, 1857.

caused their Common Seal to be affixed, and the said other Parties have hereunto set their Hands and Seals, the Day and Year first above written.



JOHN DRUMMOND. (L.S.)

WINDSOR. (L.S.)

ROBERT WINDSOR CLIVE. (L.S.)

Signed, sealed, and delivered by the within-named Baroness Windsor in the Presence of R. F. Burnett, 18, Carey Street, London, Solicitor.

Signed, sealed, and delivered by the within-named John Drummond in the Presence of William Weight, 18, Carey Street, London.

Signed, sealed, and delivered by the within-named Robert Windsor Clive in the Presence of William Weight.

The Seal of the Ely Tidal Harbour and Railway Company was affixed to this Deed in the Presence of Ben^a Matthews, Att^y, Cardiff.

James Tomson.

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