



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. 5.

An Act for confirming an Agreement between the Right Honourable *Charles Morgan Robinson* Lord *Tredegar* and Promoters of the *Alexandra Dock* Company for the Conveyance to the Company of Lands forming Part of his Settled Estates, and the making by Trustees of the Settlement of the Estates out of Trust Monies subject to the Settlement of a Contribution towards the Capital of the Company; and for other Purposes; and of which the Short Title is "*Lord Tredegar's Estate Act, 1865.*"

[5th July 1865.]

WHEREAS a Bill, intituled *A Bill to authorize the Construction of a Dock and other Works at or near Newport on the Western Side of the River Usk, to be called "The Alexandra Dock," and of Railways to connect the same with neighbouring Railways, and for other Purposes*, has been introduced into Parliament in the present Session: And whereas it is proposed

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by the Bill to incorporate a Company by the Name "The *Alexandra (Newport) Dock Company*" (in this Act called "the Company"), with a Capital of Six hundred thousand Pounds in Thirty thousand Shares of Twenty Pounds each, and with Authority to borrow on Mortgage not exceeding Two hundred thousand Pounds, and to make and maintain a Dock and Railways and other Works therein specified, and for the Purposes thereof to enter upon, take, and use Lands delineated on the Plans and described in the Books of Reference deposited for the Purposes of the Bill: And whereas the greater Part of the Lands which or Parts whereof it is proposed by the Bill that the Company should be authorized to take or use are in the several Parishes of *Saint Woollos* and *Bassaleg* in the County of *Monmouth*, of which the Right Honourable *Charles Morgan Robinson* Lord *Tredegar* is now, as appears by Recitals in this Act, Tenant for Life in possession, and those Lands are settled in strict Settlement, and are subject to divers Incumbrances, as appears by Recitals in this Act: And whereas those Lands are specified in the First Schedule to this Act annexed, and in this Act the whole of those Lands are called "the Dock Lands," and Parts thereof are called "the present Dock Lands," and other Parts thereof are called "the future Dock Lands:" And whereas an Agreement a Copy of which is given in the Second Schedule to this Act annexed (in this Act called "the scheduled Agreement"), conditional on the Company obtaining the Act for which that Bill was introduced, and dated the Twenty-first Day of *December* One thousand eight hundred and sixty-four, between Lord *Tredegar* on his own Behalf and on behalf of the Trustees of his Family Settlement and all Persons interested thereunder on the one Part, and *Thomas Brown* and *Crawshay Bailey*, and *George William Jones* and *John Lawrence*, and *Rowland Fothergill* and *William Henry Forman*, on the other Part, has been entered into conditional on the requisite Parliamentary Authority for the Purpose being obtained for the immediate Conveyance to the Company of the present Dock Lands or Parts thereof or Easements therein, and the Conveyance hereafter to them of the future Dock Lands or Easements therein, in consideration of a Rentcharge, and upon the Terms and Conditions therein expressed, and for the Subscription by the Trustees of the Settlement of Twenty-five thousand Pounds towards the Company's Capital, and the Payment thereof out of Monies arising by the Exercise of the Powers of Sale and Exchange contained in the Settlement.

I.—The Recitals next following show the Settlement of Lord *Tredegar's* Family Estates to which the Dock Lands are now subject.

1. By an Indenture (in this Act called "the Deed of One thousand eight hundred and fourteen") dated the Twenty-eighth Day of *June*
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One thousand eight hundred and fourteen between Sir *Charles Morgan* Baronet, since deceased, of the First Part, Lord *Tredegar* (then *Charles Morgan Robinson Morgan* Esquire, the eldest Son and Heir Apparent of Sir *Charles Morgan*,) of the Second Part, Sir *Robert Salusbury* Baronet of the Third Part, *Thomas Swinnerton* and *Thomas Robert Salusbury* of the Fourth Part, and *Samuel Homfray* and *Rowley Lascelles* of the Fifth Part, divers Estates, including Parts of the Dock Lands, were limited to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, Agreements, and Declarations, as Sir *Charles Morgan* and Lord *Tredegar* should by Deed from Time to Time appoint, with divers ulterior Uses to take effect in default of Appointment.

2. By an Indenture (in this Act called "the Settlement") dated the Twenty-sixth Day of *November* One thousand eight hundred and forty-four between Sir *Charles Morgan* and Lord *Tredegar* (then *Charles Morgan Robinson Morgan* Esquire) of the First Part, *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan* of the Second Part, and Sir *Hugh Owen Owen* Baronet (then *Hugh Owen Owen* Esquire) and *Charles Francis Rowley Lascelles* of the Third Part, the Settled Estates, comprising Portions of the Dock Lands, were, in exercise of the Power of Appointment created by the Deed of One thousand eight hundred and fourteen, limited (subject to Charges thereon, and to Leases and Agreements for Leases confirmed by the Settlement, and to a joint Power of Appointment by Sir *Charles Morgan* and Lord *Tredegar* thereby created, and to a Term of Five hundred Years thereby limited to Sir *Hugh Owen Owen* and *Charles Francis Rowley Lascelles* upon the Trusts thereof thereby declared,) to the Use of Sir *Charles Morgan* for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of Lord *Tredegar* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of *Charles Rodney Morgan*, eldest Son of Lord *Tredegar*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Godfrey Charles Morgan*, Second Son of Lord *Tredegar*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according

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according to Seniority in Tail Male, with Remainder to the Use of *Frederic Courtnay Morgan*, Third Son of Lord *Tredegar*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Arthur John Morgan*, Fourth Son of Lord *Tredegar*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son of Lord *Tredegar* thereafter born, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *George Gould Morgan*, Second Son of Sir *Charles Morgan*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Charles Augustus Samuel Morgan*, Third Son of Sir *Charles Morgan*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of *Charles Octavius Swinnerton Morgan*, Fourth Son of Sir *Charles Morgan*, and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of Trustees during his Life, upon the usual Trust to preserve contingent Remainders, with Remainder to the Use of his First and every other Son, severally and successively according to Seniority in Tail Male, with Remainder to the Use of the First and every other Son of Sir *Charles Morgan* thereafter born, severally and successively according to Seniority in Tail Male, with Remainder to the Use of Lord *Tredegar*, his Heirs and Assigns, and divers Leasehold Tenements, not comprising any Part of the Dock Lands, were thereby settled upon Trusts corresponding with the Uses thereby limited of the Freehold Parts of the Estates thereby settled.

3. By an Indenture or Disentailing Assurance, dated the Eighteenth Day of *July* One thousand eight hundred and forty-nine between Lord *Tredegar* (then Sir *Charles Morgan Robinson Morgan* Baronet) of the one Part, and *John Burley* of the other Part, and enrolled in the High Court of Chancery on the Twenty-fourth Day of the same Month, Parts of the Estates described in the Settlement, and intended to have been thereby settled, but which it was considered were not
thereby

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thereby effectually settled, and which it is considered comprised Parts of the Dock Lands, were disentailed, and limited to the then subsisting Uses of the Settlement.

II.—The Recitals next following show how the Dock Lands became subject to the Settlement.

1. The Settlement comprised those Parts of the Dock Lands which are specified in Part I. of the First Schedule to this Act annexed.

2. The Settlement comprised also the Manor of *Redcastle* and the Manor or Manors of *Malpas* and *Mendlegief* (in this Act called the “ Two Manors ”), all in the County of *Monmouth*, and at the respective Times of the Date and Execution of the several Assurances next herein-after recited Lord *Tredegar* as Tenant for Life in possession under the Settlement was Lord of those Manors respectively.

3. By an Indenture dated the Twenty-seventh Day of *November* One thousand eight hundred and fifty between *Charles Lewis* of the First Part, *Frederick Granger* and *Thomas Champion* and *Edward White* of the Second Part, *George Leeke Baker* of the Third Part, *John Richards* and *Sir Robert John Harvey* and *George Percy Elliott* of the Fourth Part, *William Dacres Adams* and *John Spurgin* of the Fifth Part, *Andrew Crosse* and *Charles Baker* of the Sixth Part, Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Seventh Part, and *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan* of the Eighth Part, those Parts of the Dock Lands which are specified in Part II. of that Schedule were limited to the Uses of the Settlement.

4. By an Indenture dated the Twenty-fifth Day of *February* One thousand eight hundred and fifty-four between *William Treharne Rees* of the First Part, *William Rees* of the Second Part, *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan* of the Third Part, and Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Fourth Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part III. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

5. By an Indenture dated the Twenty-ninth Day of *June* One thousand eight hundred and fifty-four between *William Rees* of the First Part, *Alfred John Acraman* and *Tom Llewellyn Brewer* and *Richard Seamark* of the Second Part, *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan* of the Third Part, and Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Fourth Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part IV. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

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6. By an Indenture dated the Twenty-second Day of *September* One thousand eight hundred and fifty-five between *Isaac Hughes* of the First Part, the Governors of *Queen Anne's Bounty* of the Second Part, *Alfred* Lord Bishop of *Llandaff* of the Third Part, *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan* of the Fourth Part, and Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Fifth Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part V. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

7. By an Indenture dated the Twenty-fourth Day of *June* One thousand eight hundred and fifty-seven between *John Ince* and *Catherine Elizabeth* his Wife of the First Part, *Benjamin Bailey Hooper* and *Thomasine Catherine* his Wife of the Second Part, *Wilmot Parker* of the Third Part, Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Fourth Part, *William Thomas Carlisle* of the Fifth Part, and *Charles Octavius Swinnerton Morgan* of the Sixth Part, those Parts of the Dock Lands which are specified in Part VI. of that Schedule were limited to the Uses of the Settlement.

8. On the Seventh Day of *November* One thousand eight hundred and fifty-seven *William Jenkins* surrendered to *Henry John Davis* those Parts of the Dock Lands which are specified in Part VII. of that Schedule, upon trust to surrender the same in such Manner as the Lord of the Two Manors or the Trustees of his Settled Estates should direct.

9. By an Indenture dated the Thirty-first Day of *December* One thousand eight hundred and fifty-seven between *Lewis George* of the First Part, *Charles Octavius Swinnerton Morgan* of the Second Part, and Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the Third Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part VIII. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

10. On the Fifth Day of *February* One thousand eight hundred and fifty-nine *William Evans* surrendered to the Lord of the Three Manors respectively those Parts of the Dock Lands which are specified in Part IX. of that Schedule to the Uses of the Settlement, and thereupon the Copyhold Estate therein became merged in the Freehold.

11. By an Indenture dated the Twenty-fifth Day of *March* One thousand eight hundred and sixty-one between *John Richard Forrest* and *Cecil Forrest* and *Charles Forrest* of the First Part, Lord *Tredegar* of the Second Part, and *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker* of the Third
Part,

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Part, Two undivided equal Third Parts, and by an Indenture dated the Fifteenth Day of *July* One thousand eight hundred and sixty-one between *William Williams* of the First Part, *Peter John Simon* of the Second Part, *Philip Aubin* and *Elizabeth Alexander* his Wife of the Third Part, Lord *Tredegar* of the Fourth Part, and *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* of the Fifth Part, the other undivided equal Third Part, of those Parts of the Dock Lands which are specified in Part X. of that Schedule were limited to the Uses of the Settlement.

12. By an Indenture dated the Fourth Day of *August* One thousand eight hundred and sixty-three between the Right Honourable *Arthur James Lord Killeen*, *John Francis Vaughan*, and *Robert Berkeley* the younger of the First Part, *John Arthur Herbert* of the Second Part, the Right Honourable Lady *Harriet Jones* of the Third Part, *Arthur James Herbert* of the Fourth Part, *Edmund Philip Herbert* of the Fifth Part, *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* of the Sixth Part, and Lord *Tredegar* of the Seventh Part, those Parts of the Dock Lands which are specified in Part X^A. of that Schedule were limited to the Uses of the Settlement.

13. By an Indenture dated the Fourth Day of *June* One thousand eight hundred and sixty-four between *Henry John Davis* of the First Part, *David Morgan* of the Second Part, *Matthew Cope* of the Third Part, *William Watkins Cope* of the Fourth Part, *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* of the Fifth Part, and Lord *Tredegar* of the Sixth Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part XI. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

14. By an Indenture dated the Thirtieth Day of *August* One thousand eight hundred and sixty-four between *Benjamin Hall* and *Charles Washbourn* of the First Part, *Joseph Hall Lobbett* and *James Lobbett* and *Francis Lobbett* and *Marianne Lobbett* of the Second Part, *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* of the Third Part, and Lord *Tredegar* of the Fourth Part, the Copyhold Estate in those Parts of the Dock Lands which are specified in Part XII. of that Schedule was released to the Lord of the Two Manors, and merged in the Freehold.

15. By an Indenture dated the Twenty-fourth Day of *June* One thousand eight hundred and sixty-five between *Anthony Nicholl Hawkins* and *William Henry Nicholl* and *John Lambe* of the First Part, *Henry Montonnier Hawkins* of the Second Part, *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* of the Third Part, and Lord *Tredegar* of the Fourth Part, those

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those Parts of the Dock Lands which are specified in Part XIII. of that Schedule were limited to the Uses of the Settlement.

16. By an Agreement dated the Twenty-eighth Day of *February* One thousand eight hundred and sixty-five between *Henry Thomas Williams* of the First Part, *John Samuel Gibbon* and *Robert Francis Lascelles Jenner* of the Second Part, and *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker* of the Third Part, *Henry Thomas Williams* has agreed to sell, and *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker*, as Trustees of the Settlement, have agreed to purchase, One Moiety of those Parts of the Dock Lands which are specified in Part XIV. of that Schedule, and by that Agreement *John Samuel Gibbon* and *Robert Francis Lascelles Jenner* have agreed to sell, and *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker*, as Trustees of the Settlement, have agreed to purchase, the other Moiety of those Parts of the Dock Lands, and those Parts of the Dock Lands, when conveyed in pursuance of the Agreement, are intended to be limited to the Uses of the Settlement.

III.—The Recitals next following show who are the Persons now entitled under the Limitations of the Settlement to the Settled Estates comprising the Dock Lands.

1. *Sir Charles Morgan* Baronet, the First Tenant for Life, had no Son born after the Execution of the Settlement, and died on the Fifth Day of *December* One thousand eight hundred and forty-six; and upon his Death

2. *Lord Tredegar* his eldest Son (who thereupon became *Sir Charles Morgan Robinson Morgan* Baronet, and who in the Year One thousand eight hundred and fifty-nine was created a Peer of the Realm,) became, as he still is, Tenant for Life in Possession of the Settled Estates, with the ultimate Remainder in Fee thereof vested in himself.

3. *Charles Rodney Morgan*, *Lord Tredegar's* eldest Son, and Tenant for Life in Remainder, died without Issue on the Fourteenth Day of *January* One thousand eight hundred and fifty-four.

4. The Honourable *Godfrey Charles Morgan*, *Lord Tredegar's* Second Son, and Tenant for Life in Remainder, is living, but has no Issue Male.

5. The Honourable *Frederic Courtney Morgan*, *Lord Tredegar's* Third Son, and Tenant for Life in Remainder, is living, but has no Issue Male.

6. The Honourable *Arthur John Morgan*, *Lord Tredegar's* Fourth Son, and Tenant for Life in Remainder, is living, but has no Issue Male.

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7. The Honourable *George Gould Morgan*, Lord *Tredegar's* Fifth Son, was born after the Execution of the Settlement, and has the First vested Estate Tail, and is an Infant of the Age of Twenty Years or thereabouts, and a Bachelor.

8. *George Gould Morgan*, Second Son of Sir *Charles Morgan*, and Tenant for Life in Remainder, died without Issue Male on the Twenty-fifth Day of *August* One thousand eight hundred and forty-five.

9. *Charles Augustus Samuel Morgan*, Third Son of Sir *Charles Morgan*, and Tenant for Life in Remainder, is living, but has no Issue Male.

10. *Charles Octavius Swinnerton Morgan*, Fourth Son of Sir *Charles Morgan*, and Tenant for Life in Remainder, is living, but has no Issue Male.

11. The Persons now living and entitled to the Settled Estates are—

- (a) Lord *Tredegar*.
- (b) *Godfrey Charles Morgan*.
- (c) *Frederic Courtnay Morgan*.
- (d) *Arthur John Morgan*.
- (e) *George Gould Morgan*.
- (f) *Charles Augustus Samuel Morgan*.
- (g) *Charles Octavius Swinnerton Morgan*.

12. The Persons unborn who may become entitled to the Settled Estates are—

- (a) Issue Male of *Godfrey Charles Morgan*.
- (b) Issue Male of *Frederic Courtnay Morgan*.
- (c) Issue Male of *Arthur John Morgan*.
- (d) Issue Male of *George Gould Morgan*.
- (e) Sons of Lord *Tredegar* and their Issue Male.
- (f) Issue Male of *Charles Augustus Samuel Morgan*.
- (g) Issue Male of *Charles Octavius Swinnerton Morgan*.

IV.—The Third Schedule to this Act annexed shows the now existing Incumbrances, other than Leases and Agreements for Leases, on those Parts of the Settled Estates which comprise the Dock Lands.

V.—The Recitals next following show the Grounds of the Application to Parliament for this Act.

1. By the Settlement there were created, and vested in Trustees, divers Powers of leasing, selling, exchanging, partitioning, enfranchising, improving, and otherwise dealing with the Settled Estates,
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including the special Powers and Provisions following; (that is to say,)

(A.) Power to agree with any Canal, Railway, or other Company or projected Company as to the Amount of Consideration to be paid for or in respect of any Parts of the Settled Estates which the Company should require, and as to the taking by the Company of any further Parts thereof, and the Amount of the Consideration for the same, and as to any Compensation for Severance of Lands, and for any Injury or Damage to the Settled Estates which the Works of any such Company, and the Purposes to which the same might be applied, might occasion, and for making such Bridges, Communications, Ways, Roads, Buildings, and Erections, and generally to require and agree to all such Provisions as should be thought necessary for the Protection of the Settled Estates or any Part thereof in consequence of the Works of the Company or the Purposes thereof.

(B.) A Provision that any Sale might be made under the general Power of Sale therein contained, notwithstanding the Trustees should not at the Time of making and completing the Sale have contracted or agreed for or have immediately in view the Purchase of any other Estates in lieu of the Estates sold.

(C.) A Provision that any Sale might be made under the general Power of Sale therein contained to any incorporated Railway, Canal, or other Company of any of the Settled Estates which should be required by the Company, and that the Consideration for any such Sale might wholly or in part be accepted in Shares of the Stock of the Company, either directly or by investing the Money which should arise from such Sales or any Part thereof in the Purchase of such Shares.

(D.) Power to invest the Monies arising by Sales, Exchanges, or Partitions in the Names of the Trustees in the Parliamentary Stocks or Public Funds of the United Kingdom, or on Government or Real Securities in *England* or *Wales*, or on Mortgage, Bond, Debentures, or other Security of any chartered Railway, Canal, or other Company, the Objects of which might in the Judgment of the Trustees be considered beneficial to any Part of the Settled Estates, or in taking or purchasing Shares of the Stock of any such Company, and from Time to Time to alter, vary, and transfer the Stocks, Funds, and Securities for other Stocks, Funds, and Securities of the like Nature as Occasion should require.

(E.) A Provision that the annual Proceeds of such Shares as should be taken or purchased in pursuance of any of the Provisions therein contained should be paid to the Persons and for the Purposes to whom and for which the Rents and Profits of Estates to be as thereby provided purchased and settled to the Uses

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Uses of the Settled Estates would from Time to Time be payable or applicable in case the Purchase of the same were then made.

(F.) A Provision that it should not be lawful for the Trustees to invest in the Purchase of any such Shares a greater Sum in the whole than Twenty thousand Pounds, in addition to such Sums as should be the Consideration wholly or in part of any Portion of the Settled Estates that should have been so taken by any Company, and should have been satisfied in the first instance by means of Shares, and in addition to such Sums as should have arisen from the Sale to any such Company of any of the Settled Estates, and the Consideration or the whole of the Consideration for which should not have been satisfied in the first instance by means of Shares, and any Shares so taken or purchased should be subject to the like Trusts and Powers as the Leasehold Premises thereby settled were thereby made subject to; and the Trustees in whom the Shares should be vested should from Time to Time pay and satisfy the Calls on any such Shares out of any Monies produced by Sales, Exchanges, Partitions, or Enfranchisements.

(G.) Power to sell any Shares so taken or purchased at any Time or Times, and that although any Loss were sustained by having taken or purchased the Shares, and to execute Deeds, and to vote and do all other Acts in regard to the Shares, and to accept and refuse any Benefit offered to Holders of or Subscribers for any such Shares, as to the Trustees should seem fit.

(H.) A Provision that the Trustees, their Heirs, Executors, Administrators, and Assigns, should be indemnified and saved harmless out of the Trust Funds and the Settled Estates and the Income thereof from and against all Losses, Costs, Charges, Damages, and Expenses which should be sustained by reason or in consequence of any such Shares having been so taken or purchased, and of any Act, Deed, Matter, or Thing which should be done, executed, or permitted or omitted to be done or executed in respect thereof.

(I.) Powers to raise any Sums of Money which the Trustees should think necessary to be applied in or towards satisfying Calls on Shares so taken or purchased.

(K.) Power to apply Monies so raised for satisfying the Purposes for satisfying which the same were so raised.

(L.) Power to apply any Monies raised by Sales, Exchanges, Partitions, or Enfranchisements to (among other Objects) the enclosing, draining, and planting, and the making and repairing of Roads, Buildings, and Sewers on the Settled Estates, and to any other Object whatsoever which in the Judgment of the Trustees should tend or be conducive to the permanent Improvement

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ment and Benefit of the Settled Estates or any Parts thereof, and to raise any Sums of Money, not exceeding in the whole Twenty thousand Pounds, beyond the Expenses of raising the same, for or towards effecting any of the Objects and Improvements therein mentioned or referred to.

(M.) Power to apply the Monies so raised to the Purposes for which the same were raised.

(N.) Power to appoint any Part of the Settled Estates, not exceeding altogether Two hundred Acres, to the Use of any Persons or Bodies Politic or Corporate, or in any other Manner, for (among other Purposes) the making of any Station, Wharf, Landing Place, Road, or other Convenience for the Use and Benefit of the Public, or of any Railway, Canal, or other incorporated or Joint Stock Company or Persons, and either with or without any pecuniary or other Consideration, and if for any Consideration other than a pecuniary Consideration, the Benefit thereof should, so far as Circumstances would admit, be settled to the Uses thereby limited of the Freehold Hereditaments thereby settled.

2. By the Settlement those Powers were vested in *Francis Miles Milman* and *Charles Octavius Swinnerton Morgan*.

3. *Francis Miles Milman* died on or about the Ninth Day of *December* One thousand eight hundred and fifty-six.

4. By an Indenture dated the Seventeenth Day of *December* One thousand eight hundred and fifty-eight between Lord *Tredegar* (then *Sir Charles Morgan Robinson Morgan* Baronet) of the First Part, *Charles Octavius Swinnerton Morgan* of the Second Part, *Sir George Ferdinand Radzivil Walker* Baronet of the Third Part, and *John Burley* of the Fourth Part, in exercise of a Power in that Behalf contained in the Settlement, *Sir George Ferdinand Radzivil Walker* was appointed, in the Place of *Francis Miles Milman* deceased, a Trustee of the Settlement jointly with *Charles Octavius Swinnerton Morgan*.

5. By virtue of that Indenture, and a Deed Poll endorsed thereon of even Date therewith, under the Hand and Seal of *John Burley*, the Leasehold Tenements and Personal Estate then subject to the Settlement were assigned to *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker* upon the Trusts of the Settlement.

6. Those Powers are now vested in *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker*, and are exerciseable with the Consent (to be signified by Deed) of Lord *Tredegar*.

7. Since the Time of the Execution of the Settlement the making and working of Railways, Docks, and other Works of a public Nature
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in the County of *Monmouth* and other Parts of *South Wales*, in which Parts of the Settled Estates lie, and the Trade and Commerce of the Port and Town of *Newport* and other Parts of that District, have increased to an Extent which was not contemplated when the Settlement was executed.

8. That Increase of public Works and of Trade and Commerce has added very considerably to the Value of the Settled Estates, and the further Extension of like Works in the District would still further add to the Value of the Settled Estates.

9. It is therefore desirable that Facilities should be afforded for the Establishment of like Works on the Settled Estates, and especially on those Parts thereof where Works of that Sort can be established without Detriment to other Parts of the Settled Estates.

10. The Dock Lands now produce but a small Rental, and are peculiarly well adapted to the Purposes of Docks, Warehouses, and other like Works and Conveniences, and the making and maintaining of the proposed *Alexandra* Dock and other Works there would not be detrimental to any other Part of the Settled Estates, but on the contrary would enhance the Value of other Parts thereof.

11. The Trustees of the Powers of the Settlement have received large Sums of Money, far exceeding Twenty-five thousand Pounds, for the Sale of Parts of the Settled Estates for the Purposes of Railways and other public Works, but have not yet invested any Money in the Purchase, as authorized by those Powers, of Shares of any Railway or other Company.

12. There is Reason to expect that the Trustees will soon receive further Monies for the Sale of other Parts of the Settled Estates for the Purposes of Railways and other public Works.

13. Although the special Powers and Provisions contained in the Settlement are very extensive, and the Objects of the scheduled Agreement are to a great Extent either within the Scope of those Powers and Provisions or closely analogous to Objects within the Scope thereof, yet a Doubt has been raised whether under those Powers and Provisions full Effect could be given to the scheduled Agreement.

14. There are conclusive Grounds for believing that if the Increase of public Works and of Trade and Commerce in the District in which Parts of the Settled Estates lie, and the present Proposal for further Accommodation at *Newport* for Shipping, had been foreseen when the Settlement was executed, and the Settlers had been aware that the special Powers contained in the Settlement would be found inadequate for enabling such Arrangements as appear by the scheduled Agreement to be carried into effect, they would have inserted in the Settlement Powers sufficient for the Purpose.

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15. If

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15. If the proposed Docks at *Newport* be not made, the Trade and Commerce, which with proper Dock Accommodation there might be relied on as certain to be carried on there, may be diverted to other Places, greatly to the Detriment of the Settled Estates.

16. If the Dock Lands were taken by the Company for a Sum of Money ascertained under "The Lands Clauses Consolidation Act, 1845," or for a yearly Rentcharge, ascertained under "The Lands Clauses Consolidation Acts Amendment Act, 1860," and in either Case on Terms and Conditions as advantageous in other respects to the Settled Estates as the Terms and Conditions of the scheduled Agreement, the Advantage to the Settled Estates would, after the Lapse of a few Years after the opening for public Traffic of the proposed Docks, be much less than if the Dock Lands were taken in all respects on the Terms and Conditions of the scheduled Agreement.

17. The carrying of the scheduled Agreement into full Effect would be greatly to the Advantage of Lord *Tredegar* and the several other Persons now and to become hereafter interested in the Settled Estates.

18. The Objects of this Act cannot be attained without the Authority of Parliament.

Wherefore Your Majesty's most dutiful and loyal Subject, *Charles Morgan Robinson Lord Tredegar*, 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; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Lord Tredegar's Estate Act, 1865.*"

Interpretation of "the Trustees."

2. The Expression "the Trustees" in this Act means and includes *Charles Octavius Swinnerton Morgan* and *Sir George Ferdinand Radzivil Walker* Baronet, and other the Persons and Person who from Time to Time is and are the Trustees and Trustee under the Settlement of the several Powers of Sale, Exchange, Enfranchisement, Partition, and Investment thereby created.

Agreement in Schedule confirmed.

3. If the Bill for the *Alexandra Dock* introduced into Parliament in the present Session (in this Act called "the Company's Act") be passed into a Law, and whether before or after the passing of this Act, then the scheduled Agreement is by this Act confirmed and made binding on Lord *Tredegar* and all other Persons from Time to Time interested, whether beneficially or as Trustees, in the Dock
Lands,

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Lands, and the Monies to which the Agreement relates, or any Parts thereof, and the Company respectively; and, subject to the Provisions of this Act, the several Terms and Conditions of the scheduled Agreement may and shall have full Effect; and all Parties interested are by this Act authorized and required to carry the scheduled Agreement into effect.

4. Provided, That if at any Time after Ten Years after the passing of the Company's Act the Undertaking of the Company is abandoned, then the whole of the Dock Lands taken by the Company shall revert, as provided by this Act: Provided also, that if at any Time after Ten Years after the passing of the Company's Act any of the Dock Lands taken by the Company, not being less than Two Acres lying together, remain for Seven consecutive Years thereafter not used for any of the Purposes of the Company's Act, then and in every such Case the Lands not so used shall revert as provided by this Act: Provided also, that in every such Case of Reverter the Lands to revert shall by Force of this Act revert to and be vested in the Person or Persons who if the scheduled Agreement had not been made, and any Conveyance made in pursuance thereof had not been made, and this Act had not been passed, would at the Time of the Reverter be entitled to the Dock Lands, and shall be so vested for such Estates, Rights, and Interests, and with and subject to such Powers and Provisions, as in that Event would then be subsisting in the Dock Lands, and shall be so vested freed and discharged from all Claims and Demands of the Company, and all Persons claiming by, from, through, or under them, or by their Act or Means, except only and subject and without Prejudice to any then subsisting Leases or Agreements for Leases theretofore granted in pursuance of the scheduled Agreement.

Reverter of
unused
Lands.

5. In the event of the Company's Act being so passed into a Law, the Trustees may and shall subscribe for and take Shares to the aggregate nominal Amount of Twenty-five thousand Pounds of the Capital of the Company (in this Act called "the Dock Shares"), and pay the Amount so subscribed out of Monies already or hereafter received by the Trustees by the Exercise of the Powers of Sale, Exchange, Partition, and Enfranchisement contained in the Settlement.

Trustees to
subscribe for
25,000*l.* of
Company's
Capital.

6. The Subscription so made by the Trustees and the Dock Shares so taken by them shall respectively be made and taken in accordance with the Powers and Provisions contained in the Settlement with respect to the subscribing for and taking by the Trustees of Shares of the Capital of Railway Companies, and for the Purposes of the Settlement shall be deemed to be made and taken respectively

Subscription to be
made, &c.
as under
Powers of
Settlement.

under

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under those Powers, and the Dock Shares shall accordingly be subject to the like Trusts and Powers as the Leasehold Premises by the Settlement settled are thereby made subject to.

Repayment to Trustees of Amount advanced by them in excess of Powers under Settlement.

7. If the Trustees apply for the Acquisition of the Dock Shares any Sum in excess of the Amount which by the Settlement they are authorized to apply in the Acquisition of Shares, then the Person from Time to Time entitled in possession to the Settled Estates shall out of the Rents and Profits of the Settled Estates pay in every Year to the Trustees One Twenty-fifth Part of the Amount of the Excess until that Amount is thereby or otherwise repaid to them; and the Monies so from Time to Time repaid to the Trustees shall be held, invested, and disposed of by them as if the same had arisen by the Exercise of the Powers of Sale, Exchange, Enfranchisement, and Partition created by the Settlement.

Payments to be made proportionately by successive Tenants for Life.

8. The yearly Sums so payable to the Trustees shall be paid to them by the successive Tenants for Life of the Rentcharge provided for by the scheduled Agreement, and in proportion to the Duration of their respective Life Estates or Interests in the Rentcharge, and all Arrears (if any) of the yearly Sums left unpaid by any Tenant for Life liable to the Payment thereof shall be paid to the Trustees by his Real or Personal Representatives out of his Estate in a due Course of Administration.

Provision for future Agreement if Company's Act not passed in this Session.

9. If the Company's Act be not passed into a Law in the present Session of Parliament, and an Act for the *Alexandra Dock* be passed in a future Session of Parliament, and an Agreement corresponding with the scheduled Agreement be entered into by Lord *Tredegar* or other the Tenant for Life in Possession of the Dock Lands with the Promoters of the Act so passed, then the Agreement so entered into shall be by this Act confirmed and made binding on all Persons from Time to Time interested, whether beneficially or as Trustees, in the Dock Lands, and the Monies to which the Agreement relates, or any Parts thereof, and the Company incorporated by the Act so passed, respectively; and the several Provisions of this Act shall have Effect with respect to the Agreement so entered into, and, subject to the Provisions of this Act, the several Terms and Conditions of the Agreement so entered into may and shall have full Effect, and all Parties interested shall be by this Act authorized and required to carry that Agreement into effect; and the Expression "the Company's Act" in this Act shall accordingly apply to the Act so passed.

General Saving.

10. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Adminis-

Lord Tredegar's Estate Act, 1865.

Administrators, and Assigns, (other than and except only the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, upon, and with respect to the Dock Lands and the Trust Monies to which this Act relates respectively, and any and every Part thereof respectively, as they, every and any of them respectively, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

11. Provided That the Persons following, and their respective Executors, Administrators, and Assigns, are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

Persons
bound by
Act.

1. Lord *Tredegar* and his Heirs.
2. The Honourable *Godfrey Charles Morgan*.
3. His First and other Sons and the Heirs Male of their respective Bodies.
4. The Honourable *Frederic Courtney Morgan*.
5. His First and other Sons, and the Heirs Male of their respective Bodies.
6. The Honourable *Arthur John Morgan*.
7. His First and other Sons, and the Heirs Male of their respective Bodies.
8. The Honourable *George Gould Morgan* and the Heirs Male of his Body.
9. The Sons hereafter born of Lord *Tredegar*, and the Heirs Male of their respective Bodies.
10. *Charles Augustus Samuel Morgan*.
11. His First and other Sons, and the Heirs Male of their respective Bodies.
12. *Charles Octavius Swinnerton Morgan*.
13. His First and other Sons, and the Heirs Male of their respective Bodies.
14. *Charles Octavius Swinnerton Morgan* and Sir *George Ferdinand Radzivil Walker* Baronet.
15. The Company.

12. Inasmuch as the Consent of the Company to this Act has not been proved, therefore the Company shall not be bound by this Act unless and until they, by Writing under their Common Seal within One Year after the passing of this Act, and enrolled in the High Court of Chancery within Six Months after the Day of the Date thereof, declare their Assent to this Act, and thereupon, and as from the Time of the passing of this Act, they shall be

Consent of
Company to
Act to be
proved.

[*Private.*]

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bound

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bound by this Act; and their Assent may be so declared in the Form following:

' WE, the Alexandra (Newport) Dock Company, hereby declare
' our Assent to "Lord Tredegar's Estate Act, 1865."
' As witness our Common Seal, this Day of
' in the Year of our Lord 18 .

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

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

Lord Tredegar's Estate Act, 1865.

The FIRST SCHEDULE.

THE DOCK LANDS.

N.B.—The Numbers refer to the Numbers on the Tithe Commutation Maps of the several Parishes of Saint Woollos and Bassaleg respectively in the County of Monmouth.

PART I. Lands comprised in the Settlement.

Numbers 610, 608, 595, 592, 594, 587, 562, 563, 561, 564, 560, 575, 468, 469, 552, 554, 555, 540, 536^b, 557, 558, 559, 568, 569, 574, 572, 573, 570, 571, 598, 599, 604, 600, 601, 549, 463, 464, 443, 446, 445, 444, 442, 435, 439, 440, 441, 462, 447, 448, 449, 451, 473, 474, 460, 459, 456, 475, 458, 348, 347, 337, 353, 354, 238^b, 238, 238^a, 289, 124, 124^a, 128^a, 120, 119, 115, 118, 116^b, 483, 482, 478, 487, 487^a, 528, 609, 402^a, 405, 407, 402, 406, 408, 409, 411, 410, 422, 423, 421, 425, 426, 427, 428, 435, 438, 465, 467, 437, 562, 593, 617, 645, 643, 644, 663, 661, 659, 662, 665, 664, 664^a, 667, 668, 673, and 655, all in the Parish of Saint Woollos, and Numbers 64, 65, 66, 98, 99, 124, 125, and 148, all in the Parish of Bassaleg.

PART II. Lands comprised in the Indenture of 27th November 1850.

Numbers 472, 471, and 548.

PART III. Lands comprised in the Indenture of 25th February 1854.

Numbers 623, 624, 625, 626, 627, 628, 629, 632, 633, 634, 635, 639, 640, 641, 651, 652, 652^a, 653, 654, 658, 669, and 671.

PART IV. Land comprised in the Indenture of 29th June 1854.

Numbers 618, 619, 620, and 621.

PART V. Land comprised in the Indenture of the 22nd September 1855.

Numbers 631, 631^a, 648, 650, and 650^a.

PART

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- PART VI. Land comprised in the Indenture of the 24th June 1857.
Number 546.
-
- PART VII. Land comprised in the Surrender of the 7th November
1857.
Number 647.
-
- PART VIII. Land comprised in the Indenture of the 31st December
1857.
Number 636.
-
- PART IX. Land comprised in the Surrender of the 5th February
1859.
Numbers 660, 602, 603, 613, and 614.
-
- PART X. Lands comprised in the Indentures of the 25th March 1861
and 15th of July 1861.
Numbers 541, 543, 544, 544^a, 547, 550, 551, and 553.
-
- PART X^a. Land comprised in the Indenture of the 4th August 1863.
Number 565.
-
- PART XI. Lands comprised in the Indenture of the 4th June 1864.
Numbers 615, 616, and 637.
-
- PART XII. Lands comprised in the Indenture of 30th August 1864.
Number 646.
-
- PART XIII. Lands comprised in the Indenture of
1865.
Numbers 466, 567, 567^a, 566, 580, 581, and 582.
-

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PART XIV. Lands comprised in the Agreement of the 28th February 1865.

Numbers 583, 584, 585, 586, 586^a, 576, 577, 578, 579, 589, 590, 588, 591, 596, 597, 605, 606, and 607.

N.B.—The Numbers in Parts II. to XIV. inclusive refer to the Numbers on the Tithe Commutation Map for the Parish of Saint Woollos.

“The present Dock Lands” are Parts of the Lands specified in Parts One, Three, Nine, and Fourteen respectively, and all the Lands specified in Parts Two, Six, Ten, Ten^A, and Thirteen respectively.

“The future Dock Lands” are the Residue of the Lands specified in Parts One, Three, Nine, and Fourteen respectively, and all the Lands specified in Parts Four, Five, Seven, Eight, Eleven, and Twelve respectively.

W^m. T. Rees.

The SECOND SCHEDULE.

HEADS OF AGREEMENT made this 21st Day of December 1864 between the Right Honourable Charles Morgan Robinson Lord Tredegar, on his own Behalf and on behalf of the Trustees of his Family Settlement dated the 26th November 1844, and all Persons interested thereunder, on the one Part, and Thomas Brown of Hardwicke House in the County of Monmouth, Esquire, Crawshay Bailey of Nantyglo in the same County, Esquire, M.P., George William Jones of Newport in the same County, Merchant, John Lawrence of Cwmbran Iron Works in the same County, Esquire, and Rowland Fothergill and William Henry Forman, both of the Tredegar Iron Works in the same County, Esquires, herein-after called the Promoters, on the other Part.

Whereas the Trade of Newport and the District connected therewith will be greatly increased and improved if additional Dock Accommodation is provided at Newport for the Export of Coal and Iron and other Mineral Substances, and for the Import of Foreign Goods: And whereas Application is intended to be made to Parliament in the next Session to incorporate the Promoters and others into a Company, with Powers to construct Docks and Warehouses and other Works connected therewith upon Lands forming Part of Lord Tredegar's Settled Estates, situate on the Western Side of the River Usk in the Parish of Saint Woollos in the County of Monmouth,

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and

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and the Plans and Sections of which Works have been duly deposited for the Purposes of the intended Application to Parliament, and Lord Tredegar, with the view of promoting and facilitating the Construction of the Docks, which, if made, would greatly improve his Settled Estates in the County of Monmouth, is willing to convey and assure to the proposed Company, in the event of the requisite Parliamentary Authority being obtained for that Purpose, all or so much of the several Lands situate in Saint Woollos, and containing Two hundred Acres or thereabouts, and forming Part of the Settled Estates, and shown on the deposited Plans, as may be required for constructing, working, and maintaining the intended Docks, and Wharves, Warehouses, Quays, Sidings, Roads, and other Works connected therewith, and also for making thereon of Ship Yards, Ballast Grounds, Buildings, Offices, Dwelling Houses, Roads, Ways, and other Conveniences necessary, convenient, or profitable by reason of the making of the intended Docks and the Works connected therewith, and also, if empowered by Parliament so to do, to convey and assure to the proposed Company all Lands, Parts of the Settled Estates, and shown on the deposited Plans, required for the Construction of Branch Railways to connect the intended Docks with the present Systems of the Monmouthshire Railway and Canal Company's Lines, and with the Great Western Railway Company's South Wales Line, and also, if empowered by Parliament so to do, to grant to the proposed Company a Right to construct the intended Reservoir and Pipe or Aqueduct shown on the deposited Plans and Sections, and also to permit Water to flow into this Reservoir for the Supply of the Docks equal to One thousand Cubic Feet per Minute, and also a Right to deposit at all Times, free of Charge, Ballast upon Lands, Parts of the Settled Estates, and shown on the deposited Plans, which comprise an Area of Ninety-three Acres or thereabouts, but not without the Consent of Lord Tredegar or his Sequels in Estate, to a Height exceeding Nine Feet above the Level of the Quay of the intended Dock : And whereas the Plans hereto annexed show the Lands containing Two hundred Acres or thereabouts which are thereon coloured Pink, and the Land required for the Construction of Railways is thereon coloured Pink, and the Site of the intended Reservoir and the Line of Pipe or Conduit are thereon also coloured Pink, and the Lands containing Ninety-three Acres or thereabouts which are thereon coloured Brown.

It is therefore hereby agreed by and between the Parties hereto as follows ; viz.,

1. This Agreement is subject to the Sanction of Parliament.
2. The Promoters shall in the next Session of Parliament apply for the requisite Powers to make and maintain the intended Docks and Works as shown upon the deposited Plans in the Lands shown thereon.
3. That

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3. That Lord Tredegar, with all other necessary Parties claiming under his Settlement, will in the next Session of Parliament, at his Expense, apply for and use his best Endeavours to obtain a Private Act of Parliament to authorize the Conveyance and Assurance to the intended Company, if the intended Act for the Construction of the Docks be obtained, the Lands and Rights mentioned in the preceding Recitals, and if the requisite Parliamentary Authority be obtained those Lands and Rights shall be conveyed and assured to the intended Company accordingly, but subject and without Prejudice to the Rights of Lord Tredegar and his Sequels in Estate, and the Newport and Monmouthshire Dock Company under "The Newport, Monmouthshire, Docks Act, 1854," respectively.

4. Part of the Land included in the Area allotted for the Deposit of Ballast is situate in the said Parish of Bassalleg, and is not accessible until a Cut is made at the Points marked A A upon the annexed Plans, to divert the present Course of the River Ebbw, and the Company shall at their Expense make this Cut when they have acquired Parliamentary Powers for that Purpose, and require the Land for Deposit of Ballast.

5. Part of the Lands included in the Area of Two hundred Acres coloured Pink upon the annexed Plan, and containing Fifty-one Acres or thereabouts, has been agreed to be purchased by Lord Tredegar's Trustees from Evan Williams, Esquire, of Duffrin Frwd, and further Part of that Area has been agreed to be received in Exchange from Henry Montonier Hawkins, Esquire, of Moor Court near Hereford, and if practicable the Purchase and Exchange shall be completed before the Promoters obtain their Act, but if from any Cause the Purchase and Exchange or either of them cannot be completed before that Period, the Company shall purchase under their compulsory Powers these Lands or the Part thereof as to which the Purchase or Exchange is not completed, and Lord Tredegar or his Sequels in Estate shall, if authorized so to do, repay or allow to the Promoters the Purchase Monies paid by them, and the Costs and Expenses attending the Purchase.

6. The Area of Two hundred Acres includes about Ten Acres of Land at the North-western End thereof as shown by a deep Pink Line round the same on the Plan annexed hereto, which is held by the Tredegar Wharf Company under a Lease from an Ancestor of Lord Tredegar for a Term of which Forty-one Years or thereabouts are now unexpired, and One of the Branch Railways from the new Docks to the Pill Bank Line of the Monmouthshire Railway and Canal Company will pass over a small Portion of Land also comprised in the same Lease, and Lord Tredegar has a personal Interest in the Tredegar Wharf Company as One of the Partners thereof: Therefore the Company shall pay the Copartners of Lord Tredegar, and their
Lessees

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Lessees and Tenants, for their Share of the Leasehold Interest in those Lands, but the Freehold and the Share of the Leasehold Interest of Lord Tredegar, and the Freehold Interest of Persons interested under the Settlement, shall be acquired by the Promoters as Part of the Lands to be conveyed to them for the Consideration agreed to be paid and secured as after mentioned, Lord Tredegar undertaking to obtain all necessary Consents from his Copartners for carrying out this Arrangement.

7. The Consideration for the Conveyance or Conveyances hereby agreed to make to the Company shall be a perpetual yearly Rentcharge payable by the Company or the Lessees or Assigns of their Undertaking and Property, and charged upon the Lands conveyed, and the Tolls or Rates to be made payable under the intended Act; and the Rentcharge shall be recoverable in manner provided 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;" and the Amount of the Rentcharge shall be Ten Shillings a Year, and such further yearly Sum as shall be equal to the Sum or Sums herein-after agreed to be paid as a Portion or Portions of the Rentcharge; and 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 Payment to become due on which of those Days first happens after the taking possession of any Part of the Lands by the Company; and the Rentcharge shall be limited and assured to such Uses and upon such Trusts as are from Time to Time subsisting of and concerning the Settled Estates of which those Lands now are Part: Provided that, in order to allow Time for making the necessary Calculations with reference to the Amount of each half-yearly Payment of the Rentcharge, the actual Payment thereof shall not in any Case be required until after the Expiration of Two Calendar Months from the Day on which the same becomes due: Provided also, that the Person or Persons from Time to Time entitled in possession to the Rentcharge shall be empowered to release the Lands 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 so from Time to Time released.

8. In case the Company, or the Lessees or Assigns of their Undertaking and Property, shall let any of the Lands hereby agreed to be conveyed, 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 Half of the Rent or Rents or other pecuniary Consideration, not being Rates or Dues of any Kind
or

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or anything of the like Sort, received by or satisfied to the Company, or the Lessees or Assigns of their Undertaking and Property, in respect of the Land so let, shall from Time to Time be paid as a Portion of the Rentcharge, and the same Half 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 or the Lessees or Assigns of their Undertaking and Property: Provided 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 proper Traffic of the Company, or the Lessees or Assigns of their Undertaking and Property: Provided also, that in every Case in which the Company, or the Lessees or Assigns of their Undertaking and Property, let any Land with any Building erected by and at the Expense of the Company, or the Lessees or Assigns of their Undertaking and Property, thereon, the Rent or other pecuniary Consideration as aforesaid at or for which the Company, or the Lessees or Assigns of their Undertaking and Property, let the 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 Half is to be paid as a Portion of the Rentcharge: Provided also, that no such Letting shall be made except for the best pecuniary Consideration that, having regard to all the Circumstances of the Case, can reasonably be had for the same.

9. 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 at or be exported or imported from or to any Place beyond the Mouth of the River Usk 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 Ballast, and for which no Charge shall be made by the Company, or the Lessees or Assigns of their Undertaking and Property, or which shall be used by the Company, or the Lessees or Assigns of their Undertaking and Property, for Purposes of their Undertaking, there shall be paid 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 the Royalty all such Iron and other Materials shall be taken to be of the Weight ascertained or estimated in good Faith by the Company, or the Lessees or Assigns of their Undertaking and Property, and upon

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which their own Charges for the same shall in good Faith be made, and the Royalty shall be payable and paid without any Deduction whatsoever, except on account of the Tax upon Property or Income.

10. 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 Company, or the Lessees or Assigns of their Undertaking and Property, and also for all Warehouses erected by the Company, or the Lessees or Assigns of their Undertaking and Property, there shall be paid as a Portion of the Rentcharge at the Rate of Ten Pounds for every One hundred Pounds received by or satisfied to the Company, or the Lessees or Assigns of their Undertaking and Property, for or on account of such Wharfage or Landing Rate, or as Rents or Dues for the Warehouses, such last-mentioned Payment to be free from all Deductions whatsoever, except the Tax upon Property or Income: Provided that for the Purposes of this Article 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 Ninth Article of this Agreement,) as the Company, or the Lessees or Assigns of their Undertaking and Property, shall from Time to Time receive or be satisfied, under or by virtue of any Enactment in the Company's Act, when passed: Provided also, that it shall not be lawful for the Company, or the Lessees or Assigns of their Undertaking and Property, 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 in this Article mentioned, either free from the Payment of any Wharfage or Landing Rate, or on the Payment of any less Sum than the Rate from Time to Time usually paid in respect of such Wharfage or landing or embarking, or to permit any Person or Persons to use the Warehouses so erected, or any of the Accommodations thereof, on any Terms other than the Payment of the Rents or Dues from Time to Time usually paid for the same; yet so nevertheless that the Company, or the Lessees or Assigns of their Undertaking and Property, shall be at liberty to enter into Contracts with any Person or Persons for the Wharfage or landing or embarking or warehousing of large Quantities of Matters at a reasonable and moderate Reduction from the usual Rates or Rents or Dues.

11. In calculating the Amount of every half-yearly Payment of the Rentcharge, the Monies to be paid as a Portion of the Rentcharge
which

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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 Lands by the 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 from Time to Time to be made, shall be included in and form Part of the half-yearly Payment.

12. The Act confirming this Agreement shall provide for the Reverter of the Lands to be conveyed, in the Cases following; (that is to say,)

13. If at any Time after Ten Years after the passing of the Act the Undertaking by the Act authorized be abandoned, then the whole of the Lands taken by the Company under this Agreement shall revert; and if at any Time after Ten Years after the passing of the Act the Lands taken by the Company under this 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 or this Agreement, then and in every such Case the Lands so not used shall revert; and shall contain 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 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, or, failing their Agreement thereon, then by some One Counsel to be named by the respective Counsel.

14. In the First Conveyance to be made to the Company under this Agreement shall be contained such Covenants by the Company for themselves, and for the Lessees and Assigns of their Undertaking and Property, and such Conditions and other Provisions whatsoever as shall be proper and sufficient for securing to the Parties entitled to or interested in the Rentcharge respectively, and their respective Representatives, the full Benefit of this Agreement, including Covenants, Conditions, or Provisions binding the Company, and the Lessees and Assigns of their Undertaking and Property, 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 the Amount, and to afford, at all seasonable Times,
free

Lord Tredegar's Estate Act, 1865.

free Access to and Inspection and Transcription of the 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 the 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, or, failing their Agreement thereon, then by some One Counsel to be named by such respective Counsel.

15. The Company shall further pay to Lord Tredegar the Sum of One hundred and fifty Pounds within Six Months after the passing of the Bill, and an equal Sum shall be forthwith laid out and expended by Lord Tredegar in re-forming and stoning the Road from the Newport and Cardiff Turnpike Road at Court-y-bella to the Point where the intended Diversion of that Road shown upon the Promoter's deposited Plans will commence; and the Company shall form a good hard Stone Road, Sixty Feet wide, from the last-mentioned Part to Mendlegieff Common, Forty Feet of which in the Centre shall be well metalled throughout; and this Road shall, when made, be open to the Public free of Charge.

16. The Company shall also, at their Expense, in connexion with and as Part of their Dock Works, make a good hard Stone Road, Sixty Feet wide, Forty Feet whereof shall be metalled, from the Watch-house Parade Road along the Eastern Side of the intended Dock, and conduct the same by a Bridge over the Lock to form a Junction with the intended new Road to Mendlegieff Common, as also shown upon the Plan annexed hereto; and that Road shall, when made, be open to the Public free of Charge.

17. The Company shall also, in connexion with and as Part of their Docks and Works, make and construct a good hard Road, Sixty Feet wide, whereof Forty Feet shall be metalled, along the Northern End of the intended Dock, and connect the same with the Roads from Court-y-bella and the Watch-house Parade, and permit that Road, when made, to be open to the Public free of Charge.

18. The Company shall, in the Construction of the Branch Railways, make all proper and necessary Communications between the severed Lands of Lord Tredegar, and shall, when necessary, allow the Branch Lines to be crossed with other Lines or Roads, for the Convenience

Lord Tredegar's Estate Act, 1865.

Convenience of Lord Tredegar's adjoining Estate, free of Charge, and for the better Development of the Trade of the District.

19. The Promoters shall, if requisite, upon receiving proper Tolls or other Remuneration, allow Lord Tredegar or any other Person or Persons, with his Consent, to construct a Railway to the Westward of the Black Line from A to B upon the Plan annexed hereto to a Low-water Pier to be erected at or near to the Entrance to the River Ebbw upon the Lands herein-after mentioned, but this Railway shall be so laid down as not to interfere with any future Extension of the Docks.

20. If the Engineers of Lord Tredegar and the Company differ as to these Communications and Roads, or the Site of or the Tolls or Payments for the Line of Railway to the Low-water Pier, the Decision of an Engineer to be appointed by the Board of Trade shall be final on all these Points.

21. Lord Tredegar has a Stone Road and a Railway from Watch-house Parade leading to his Wharves leased to the Abercarne Coal Company, the Machen Coal Company, and the Cork Steamship Company, and it may be necessary to extend this Railway to the Lands of Lord Tredegar, mentioned in the Twenty-third Article hereof: Therefore the Company, as Part of their Works, will, at the Request of Lord Tredegar, extend this Railway to those Lands, upon Payment of a Wayleave or Toll for the Use of the Road as hereafter to be arranged by the Engineers of the Company and Lord Tredegar, and in case of Difference by an Engineer appointed by the Board of Trade.

22. Lord Tredegar and his Sequels in Estate shall have the Possession and Enjoyment of such Parts of the Lands herein-before agreed to be provided, either for Construction of Works or for depositing Ballast, as from Time to Time the Company do not require the Possession of for the Purposes of their Works.

23. The Plan annexed hereto shows the Lands in the Parish of Saint Woollos, extending from the Area coloured Pink to the Mouth of the Usk River, and the Plan also shows a Portion of Land in Bassaleg Parish which might be cut off by a Diversion of the River Ebbw, and added to the Saint Woollos Lands, as also shown upon the Plan, and the Area of the above Land is Three hundred and thirteen Acres or thereabouts; the whole of that Area, except Twenty-eight Acres or thereabouts, is Part of the Settled Estates of Lord Tredegar: Therefore, if the Company make the first-mentioned Dock, they shall have the following Rights and Powers conferred upon them in respect of those further Lands; viz., that Lord Tredegar, and all Persons interested therein, shall, at any Time within Twenty Years from the passing of the Act for the Construction of the first-mentioned

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Dock,

Lord Tredegar's Estate Act, 1865.

Dock, convey and assure to the Company so much of those Lands coloured Yellow upon the Plan, and which contain an Area of Two hundred and thirteen Acres or thereabouts, as the Company shall demand for the Construction, Maintenance, and working of any further Dock which they from the Requirements of the Trade find it expedient to construct, and also shall grant to the Company the Right to deposit and lay Ballast free of Charge upon the Area of Land surrounded with an Outline coloured Blue upon the Plan, to the Height of Nine Feet above the Level of the Quay; and the Company shall use their best Endeavours to obtain the requisite Parliamentary Authority to pay Lord Tredegar and his Séquels in Estate corresponding additional Rentcharges and Tolls to those herein-before agreed to be reserved and secured for the first-mentioned Lands, with this Addition, that if the Company construct or permit to be constructed any Wharf along the Front of the River Usk for the loading or unloading of Goods, Wares, or Merchandise thereat, they shall pay to Lord Tredegar and his Sequels in Estate a Tonnage or Rentcharge of One Penny per Ton instead of One Halfpenny for all Goods loaded or unloaded at that Frontage.

24. Lord Tredegar or his Sequels in Estate will, if authorized by Parliament so to do, repay to the Company all Expenditure by them for acquiring all or any Part of the Twenty-eight Acres of Land included in the last-mentioned Area, if those Lands be not purchased by Lord Tredegar or his Sequels in Estate before the Company require the Conveyance thereof.

25. Until the Company require the Possession of the Land comprised in the Twenty-third Article, Lord Tredegar or his Sequels in Estate shall not be prohibited from letting and demising any Part thereof for his and their own Benefit, for Agricultural, Building, or Manufacturing Purposes, or for a Low-water Pier and a Line of Railway thereto, at the best Rents or Tolls which can be obtained; and he and they shall also have a Power to grant the Newport Harbour Commissioners or others the Privilege of depositing Ballast along the Course marked on the annexed Plan by an outline Colour of deep Yellow, being of a general Width of Five hundred Feet along the Bank of the River Usk; but in making the above Leases and Dispositions nothing shall be done which will prevent the Company extending their Docks and Quays upon the further Area agreed upon, as the same Docks and Quays are shown upon the Plans annexed hereto by dotted Red Lines thereon; and if any Difference arise thereon between the Engineers of the Company and Lord Tredegar, then the Determination of an Engineer appointed by the Board of Trade shall be final; nevertheless it is distinctly understood and agreed that all Leases and other Dispositions so made shall be subject to the Right of the Company to have the Benefit and Enjoyment thereof,

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thereof, upon their taking the Conveyance of the demised Premises thereof, after they have obtained the Authority of Parliament to construct further or additional Docks upon that Area.

26. The Company shall make and construct such Roads and Communications over the further Area, and give such Facilities and Accommodation Works for the Benefit of Lord Tredegar's adjoining Estate, as shall be agreed upon between the Engineers of Lord Tredegar or his Sequels in Estate and the Company, and in case of Difference between them it shall be determined by an Engineer appointed by the Board of Trade.

27. The Clauses and Agreements herein-before contained shall, so far as they are applicable, be extended to the Lands to be comprised in the Area for further Dock Extension.

28. If the Company do not acquire the Lands mentioned in the Twenty-third Article under the Option intended to be given to them, no competing Docks shall ever be constructed thereon, nor shall any Wharves be let upon the Land mentioned in that Article which fronts the River Usk for the Purpose of shipping or unshipping any Goods on which the Company are by the intended Act authorized to take Tolls or Dues.

29. Lord Tredegar shall use his best Endeavours to obtain the requisite Power for the Trustees of his Settled Estates to subscribe (in the event of the Act passing for the Construction of the first-mentioned Dock) Twenty-five thousand Pounds towards the Capital required by the Promoters for the Construction thereof, and to pay such Subscription out of Monies now or hereafter to accrue through the Exercise of the Powers of Sale and Exchange of the Settled Estates contained in the Settlement dated Twenty-sixth November One thousand eight hundred and forty-four.

Lastly. A formal Agreement to carry into effect the foregoing Heads shall, if required by any Party, be prepared by John Bullar of the Inner Temple, Esquire, with all such Clauses and Conditions to give Effect to the foregoing Terms and Conditions as he thinks proper, and with such Modifications, if any, thereof, not inconsistent with the Spirit of these Heads, as the Parties think fit, and to be executed by all proper Parties. As witness, &c.

The THIRD SCHEDULE.

INCUMBRANCES ON THE DOCK LANDS.

1. Life Annuity and Marriage Portion of Maria Margareta Milman, Widow, heretofore Maria Margareta Morgan, the eldest Daughter of Sir Charles Morgan, Baronet, deceased.

1^A. William

Lord Tredegar's Estate Act, 1865.

1^A. William Chester Master is now the Trustee of the Annuity, and Henry Hart Milman and Sir William Milman, Baronet, are now the Trustees of the Marriage Portion.

The only Person now beneficially interested in the Annuity is Maria Margareta Milman, and the only Persons now beneficially interested in the Marriage Portion are Maria Margareta Milman and her Seven surviving Children; (videlicet,) Egerton Charles William Miles Milman, Henry Salusbury Milman, George Bryan Milman, Gustavus Hamilton Lockwood Milman, Everard Stepney Milman, Angelina Emily Maria Milman, and Jemima Anna Maria Milman.

2. Life Annuity and Marriage Portion of Charlotte Georgianna Dowager Lady Rodney, Widow, heretofore Charlotte Georgianna Morgan, the Second Daughter of Sir Charles Morgan, Baronet, deceased.

2^A. Maria Margareta Milman is now the Trustee of the Annuity, and the only Person now beneficially interested therein is Charlotte Georgianna Dowager Lady Rodney.

There is not now any Trustee of or any Person beneficially interested in the Marriage Portion.

3. Marriage Portion of Angelina Maria Cecillia Owen, heretofore Angelina Maria Cecillia Morgan, deceased, the Third Daughter of Sir Charles Morgan, Baronet, deceased.

3^A. George Bowen Jordan Jordan and Charles Octavius Swinnerton Morgan are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested therein are Sir Hugh Owen Owen, Baronet, and his Seven Children; (videlicet,) Hugh Charles Owen, John Owen, Arthur Rodney Owen, William Owen, Augustus Owen, Charlotte Angelina Owen, Spinster, and Maria Frances, the Wife of John Richard Russell, late Maria Frances Owen, Spinster, and John Richard Russell; and the following Persons who claim to be Incumbrancers on the Marriage Portion or Parts thereof, or Interest therein; (that is to say,) the Honourable Sir George Rose, and Kenyon Stevens Parker, and Robert Bayly Follett, and William Henry Domville, and Nathaniel Tertius Lawrence, and Isabella Frances Owen, and William Howard Rogers, and John Davies, and Theophilus Evan Thomas, and Thomas Harris, and William Davies, and John Bryan Henly, and David Ravenscroft, and John Theophilus Wilson, and William Owen.

4. Pin Money and Jointure Rentcharge of Lady Tredegar, of which Thomas Tryon and Sir George Mundy are the Trustees.

5. Marriage Portion of Rosamond Mary Ann Style, heretofore Rosamond Mary Ann Morgan, the eldest Daughter of Lord Tredegar.

5^A. Henry

Lord Tredegar's Estate Act, 1865.

5^A. Henry Salusbury Milman Pierrepont, Henry Mundy, and Henry Garth, and Montagu Chambers, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are William Henry Marsham Style and Rosamond Marian his Wife, and their Eight infant Children; (videlicet,) William Charles Marsham Style, Frederic Montague Style, Henry Albert Glenmore Style, Rodney Charles Style, Rosamond Louisa Style, Selina Isabella Style, Lydia Frances Style, and Mary Louisa Style.

6. Marriage Portion of Selina Maria Williamson, heretofore Selina Maria Morgan, the Second Daughter of Lord Tredegar.

6^A. Henry Salusbury Milman and Sir George Ferdinand Radzivil Walker, Baronet, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are David Robertson Williamson and Selina Maria his Wife, and their infant Child, Charles David Robertson Williamson.

7. Marriage Portion of Dame Fanny Henrietta Walker, heretofore Fanny Henrietta Morgan, the Third Daughter of Lord Tredegar.

7^A. Godfrey Charles Morgan, and Henry Salusbury Milman, and Sir John Edward Harrington, Baronet, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are Sir George Ferdinand Radzivil Walker, Baronet, and Dame Fanny Henrietta his Wife, and their Five infant Children; (videlicet,) George Ferdinand Walker, Radzivil Frederick Walker, Clarence Francis Walker, Ivor Augustus Walker, Devereux Phillip Walker.

8. Marriage Portion of Ellen Sarah Lindsay, heretofore Ellen Sarah Morgan, the Fourth Daughter of Lord Tredegar.

8^A. Godfrey Charles Morgan and William John Coussmaker Lindsay are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are Henry Gore Lindsay and Ellen Sarah his Wife, and their Four infant Children; (videlicet,) Henry Edzell Morgan Lindsay, Claud Gore Lindsay, Lionel Arthur Lindsay, and David Balcarres Lindsay.

9. Marriage Portion of Lady Frances Conyngham, heretofore Georgina Charlotte Morgan, the Fifth Daughter of Lord Tredegar.

9^A. Godfrey Charles Morgan, and Sir George Ferdinand Radzivil Walker, the Earl of Mount Charles, and Gustavus William Lambart, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are Lord and Lady Frances Conyngham.

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10. Marriage

Lord Tredegar's Estate Act, 1865.

10. Marriage Portion of Frederic Courtnay Morgan, a younger Son of Lord Tredegar.

10^A. Godfrey Charles Morgan, and David Robertson Williamson, and George Barrons Northcote the younger, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are Frederic Courtnay Morgan and Charlotte Ann his Wife, and their Two infant Children; (videlicet,) Blanch Frances Morgan and Violet Wilhelmina Morgan.

11. Marriage Portion of Viscountess Hereford, heretofore Mary Ann Morgan, the Sixth and youngest Daughter of Lord Tredegar.

11^A. Walter de Winton, and Arthur John Morgan, and George Bryan Milman, are now the Trustees of the Marriage Portion.

The only Persons now beneficially interested in the Marriage Portion are Viscount and Viscountess Hereford.

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