



## CHAPTER 2.

An Act for authorising the working and granting Leases of the Mines and Minerals under the Settled Estates devised by the Will of Charles Paget, late of Ruddington Grange, in the County of Nottingham, deceased; and for other purposes. A.D. 1875.  
[2nd August 1875.]

**W**HEREAS Charles Paget, late of Ruddington Grange, in the county of Nottingham, deceased, was in his lifetime the owner in fee of certain freehold hereditaments of considerable extent situate in the said county, the same being the hereditaments herein-after stated to have been devised by him in settlement, and being minded to provide for the profitable and convenient working of the mines and minerals beneath the surface of the said hereditaments, he gave instructions for the preparation of a trust deed in the winter of 1872, and the draft of such deed was, in pursuance of such instructions, settled by Mr. Dart, one of the Conveyancing Counsel of the High Court of Chancery, in the summer of the year 1873:

And whereas a copy of the draft so settled was forwarded to the said Charles Paget, and was approved of by him, but before the same was engrossed and executed the said Charles Paget died, under the circumstances herein-after mentioned:

And whereas the draft, as settled and approved, and a copy of which was so forwarded as aforesaid, was in the words and figures following:

“ This Indenture, made the                      day of                      1873,  
 “ between Charles Paget, of Ruddington Grange, in the county  
 “ of Nottingham, Esquire, of the one part, and  
 “  
 “ of the other part: Whereas the said Charles Paget is seised  
 “ or entitled for an estate of inheritance in fee simple in  
 “ possession, or an estate equivalent thereto, of or to the  
 “ messuages and lands, a particular of which is contained in  
 [Private.-2.]                      A                      1

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2,000*l.* Mid-  
land 4 per  
cent. Deben-  
ture Stock.

Or of the  
manor.

“ the schedule to these presents, and which are delineated  
 “ and (with the exception of the roads) are coloured green  
 “ and blue in the plan annexed to these presents (the said  
 “ roads being coloured brown in the said plan), and of or to  
 “ the mines, minerals, and mineral substances in and under  
 “ the said messuages and lands : And whereas the said Charles  
 “ Paget is desirous that the said mines, minerals, and mineral  
 “ substances, together with all surface facilities for working  
 “ the same, should in point of enjoyment be severed from the  
 “ freehold and inheritance of the said messuages and lands,  
 “ and should, as between his real and personal representatives,  
 “ be constituted personal estate, and for that purpose he has  
 “ determined to make such assurance of the said messuages,  
 “ lands, mines, minerals, mineral substances, and hereditaments  
 “ as is herein-after contained : And whereas, in order to faci-  
 “ litate the development of the said mines, minerals, and  
 “ mineral substances, the said Charles Paget has transferred  
 “ the sum of £ 3*l.* per cent. Consolidated Bank Annuities  
 “ into, and the same is now standing in, the names of the  
 “ said  
 “ to be held upon the trusts herein-after declared of and con-  
 “ cerning the same : Now this Indenture witnesseth that,  
 “ in pursuance of such determination, he, the said Charles  
 “ Paget, doth hereby grant and convey unto the said  
 “  
 “ their heirs and assigns, all and singular the messuages and  
 “ lands (including the roads so far as the said Charles Paget is  
 “ entitled thereto) particularly described or referred to in the  
 “ said schedule to these presents, and delineated and coloured  
 “ green, blue, and brown in the said plan annexed to these  
 “ presents, together with all buildings, erections, fixtures,  
 “ commons, mines, minerals, mineral substances, hedges,  
 “ ditches, fences, ways, waters, watercourses, liberties, privi-  
 “ leges, easements, advantages, and appurtenances whatsoever  
 “ to the said hereditaments or any of them appertaining, or  
 “ with the same or any of them now or heretofore demised,  
 “ occupied, or enjoyed, or reputed or known as part or parcel  
 “ of them or any of them or appurtenant thereto, and all the  
 “ estate, right, title, interest, property, claim, and demand  
 “ whatsoever of him, the said Charles Paget, into and out of  
 “ the same premises and every part thereof, to have and to  
 “ hold the said messuages, lands, and hereditaments, and all  
 “ other the premises herein-before expressed to be hereby  
 “ granted and conveyed unto the said



“ their heirs and assigns, to the use and intent that the said  
“

“ or the survivors or survivor of them, or the executors or  
“ administrators of such survivor, or other the trustees or  
“ trustee for the time being of the term of 250 years herein-  
“ after expressed to be hereby limited, may from time to time  
“ hereafter during the joint lives of the following classes of  
“ persons now living, namely, all peers of the United Kingdom  
“ of Great Britain and Ireland, all peers of the peerage of  
“ Scotland, all peers of the peerage of Ireland, and the eldest  
“ or only sons now living of all such several descriptions of  
“ peers, and the joint lives of the survivors from time to time  
“ of such classes of persons, and the life of the last survivor  
“ of them, and for 21 years next after the death of such  
“ survivor, have, use, and exercise the several liberties, licenses,  
“ powers, authorities, easements, and privileges herein-after  
“ contained, and subject thereto as respects the mines, minerals,  
“ and mineral substances in and under the said messuages  
“ and lands, to the use of the said

“  
“ their executors, administrators, and assigns, for the term  
“ of 250 years, to be computed from the day of the date of  
“ these presents, without impeachment of waste, upon the  
“ trusts herein-after contained and declared of and concerning  
“ the same, and from and after the determination or cesser  
“ of the said term of 250 years, and in the meantime subject  
“ thereto and to the trusts thereof, and also as respects the  
“ said messuages and lands, or the surface thereof, as and  
“ from the date of these presents, but (subject to every or any  
“ exercise of the said liberties, licenses, powers, authorities,  
“ and privileges, or any of them, so far as the same messuages  
“ and lands respectively may be affected thereby,) to the use  
“ of the said Charles Paget, his heirs and assigns for ever:  
“ And it is hereby agreed and declared, and the intent and  
“ meaning of these presents is, that the said

“  
“ or the survivors or survivor of them, or the executors or  
“ administrators of such survivor, or other the trustees or  
“ trustee for the time being of the said term of 250 years, may  
“ (subject to the provisos herein-after contained), at the  
“ request of the said Charles Paget during his life, and after  
“ his death at the discretion of the said trustees or trustee for  
“ the time being, have, use, and exercise all or any of the

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“ liberties, licenses, powers, authorities, easements, and privi-  
 “ leges herein-after mentioned; (that is to say,) full and free  
 “ liberty, license, power, and authority to search, seek for, bore,  
 “ dig, drive, sink for, discover, win, work, get, and raise the  
 “ said mines, minerals, and mineral substances, and for those  
 “ purposes from time to time to sink, drive, carry, and make  
 “ pits, shafts, drifts, groves, tunnels, soughs, levels, trenches,  
 “ sluices, way-gates, gutters, water-gates, watercourses, and  
 “ other subterraneous or other works in, under, and upon any  
 “ part of the said lands hereby assured, and to erect, build,  
 “ and construct such steam engines, furnaces, engines, mills,  
 “ or gins, or other machines, and to use, occupy, maintain,  
 “ and amend the same in such manner as shall be necessary  
 “ or expedient, and to use all other lawful ways and means  
 “ whatsoever, whether of future invention or present use, as  
 “ well for finding, discovering, winning, working, getting, and  
 “ raising the said mines and minerals and mineral substances,  
 “ as for draining or discharging or carrying away water, foul  
 “ air, stythe or stench from, forth, and out of the same, and full  
 “ and free liberty of outstroke and instroke into or from any  
 “ adjoining or other mines, quarries, pits, shafts, or workings,  
 “ either for the purpose of working the mines or minerals or  
 “ mineral substances under the adjoining lands, or for the  
 “ purpose of working the mines, minerals, and mineral sub-  
 “ stances under the lands hereby assured, or any of them,  
 “ through the mines, quarries, pits, shafts, or workings under  
 “ any adjoining lands; and full and free liberty, license, power,  
 “ and authority to take and use sufficient ground room, heap  
 “ room, and pit room, for bringing to bank, stacking, de-  
 “ positing, laying, placing, and converting into coke, smelting,  
 “ calcining, working, and manufacturing the minerals, mineral  
 “ substances, rubbish, and refuse which shall from time to  
 “ time proceed from or be won, raised, wrought, dug, or  
 “ gotten out of the same mines, or from or out of any furnaces,  
 “ manufactories, brick kilns, or other works to be erected or  
 “ set up as aforesaid, or which may be raised or brought or  
 “ imported from any other mines, lands, or works; and full  
 “ and free liberty, license, power, and authority to have, use,  
 “ and take all or any of the water flowing or which shall or  
 “ may flow or be made to flow in, upon, under, or over any of  
 “ the said lands hereby assured, and to turn and divert the  
 “ same into the said mines or works, for working any of the  
 “ machinery thereof, and for any other purpose connected with  
 “ the working of the said mines, and full and sufficient way-



“ leaves, roads, paths, subterraneous and other passages, store  
 “ yards, and other easements and privileges in, upon, or out of,  
 “ under, or over all or any parts of the said lands, to and for  
 “ the said  
 “ or the survivors or survivor of them, or the executors or  
 “ administrators of such survivor, or other the trustees or  
 “ trustee for the time being of the said term of 250 years, and  
 “ their and his agents, workmen, and servants, from time to  
 “ time to take, lead, carry away, and deposit, with or with-  
 “ out horses, carts, trains, waggons, and carriages, steam or  
 “ locomotive engines, all or any of the minerals, mineral  
 “ substances, rubbish, and refuse, to be wrought, won, or  
 “ gotten in, from, forth, and out of the said mines hereby as-  
 “ sured; and full and free liberty, license, power, and authority  
 “ to pull down, alter, vary, erect, build, cut, form, construct,  
 “ set up, lay down, use, and occupy all such houses, hovels,  
 “ sheds, lodges, buildings, erections, engines, furnaces, forges,  
 “ foundries, canals, ponds, reservoirs, watercourses, tramroads,  
 “ railways, or framed waggon ways, side ways, batteries, cuts,  
 “ inclined planes, and other roads, ways, weighing and other  
 “ machines, conveniences, devices, inventions, and works what-  
 “ soever already in use or hereafter to be invented as shall from  
 “ time to time be necessary, expedient, or convenient for the  
 “ standing, lying, and placing of workmen, workhouses, works,  
 “ and utensils for the working and carrying on of the works of  
 “ the said mines, and for the taking, leading, or carrying away  
 “ and depositing of the said minerals, mineral substances,  
 “ rubbish, and refuse, whether produced from the said mines  
 “ and minerals hereby assured, or from other mines or lands,  
 “ and to make, construct, and set up such gates, hedges,  
 “ mounds, embankments, and other fences as shall or may be  
 “ proper and sufficient for separating and fencing off any  
 “ surface railways, tramroads, or watercourses from the lands  
 “ adjoining thereto; and also from time to time to remove,  
 “ take, and carry away all or any of the steam engines or  
 “ other engines, furnaces, forges, foundries, and other buildings  
 “ and erections, tramroads, railways, waggon ways, and weigh-  
 “ ing and other machines, at their or his will and pleasure, and  
 “ also to dig and get up stones, sods, peat, sand, clay, or spa,  
 “ for making or building such houses or other buildings or  
 “ works as aforesaid (but not for any other purpose), and  
 “ powers generally to do whatsoever shall be needful or  
 “ requisite for, in, or about the winning, working, obtaining,  
 “ getting, washing, cleansing, and smelting of minerals and

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600 yards  
from the  
Grange, and  
250 yards  
from the  
Manor  
House.

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“ mineral substances, and for manufacturing and carrying  
 “ away the same, as the said trustees or trustee for the time  
 “ being shall deem necessary or expedient, whether such  
 “ powers shall be of like nature with the liberties, licenses,  
 “ powers, authorities, easements, and privileges respectively  
 “ herein-before mentioned, or of any different nature : Provided  
 “ always, that nothing herein contained shall authorise the  
 “ user or disturbance for any purpose whatsoever of any part  
 “ of the surface of the said lands within the distance of six  
 “ hundred yards as the crow flies from the centre of the front  
 “ door of Ruddington Grange and the centre of the front door  
 “ of Ruddington Manor House respectively, or the user or  
 “ disturbance for any purpose whatsoever (except for the  
 “ purpose of making and erecting air shafts, and if so then not  
 “ for the purpose of the depositing of spoil or refuse gotten in  
 “ the process of making such air shafts,) of any part of the  
 “ surface of such parts of the lands as are coloured blue on the  
 “ said plan : Provided also, that not more than 50 acres of  
 “ the surface of the said lands shall at any time be used for  
 “ the purposes of the said mines and works ; but land used for  
 “ railroads, tramways, or other roads or ways, and land used  
 “ for the purpose of making and erecting air shafts, shall be  
 “ left out of the reckoning in computing the quantity of the  
 “ surface of the said lands which shall from time to time be  
 “ used for the purposes of the said mines and works : Provided  
 “ also, that nothing herein contained shall authorise the said  
 “ trustees or trustee for the time being to work or get any  
 “ mines, minerals, or mineral substances within the distance of  
 “         yards measured horizontally from the centre of the front  
 “ door of Ruddington Grange and the centre of the front door of  
 “ Ruddington Manor House respectively, without the previous  
 “ consent in writing of the owners for the time being of the  
 “ said Grange and Manor House respectively, but the said  
 “ trustees or trustee shall be at liberty to drive and make air  
 “ ways or levels, being respectively not more than nine feet  
 “ wide nor less than fifty yards apart, through each or any  
 “ of the portions within the limits aforesaid of the said mines,  
 “ minerals, and mineral substances, if the same air ways or  
 “ levels shall be required for ventilating, working, or getting  
 “ the other portions of the said mines, minerals, and mineral  
 “ substances hereby assured, or any other mines, minerals, or  
 “ mineral substances to be gotten from adjoining or neigh-  
 “ bouring lands under the provisions in that behalf herein con-  
 “ tained : Provided also, that all engines and furnaces to be



“ erected and set up in exercise of the powers herein-before  
 “ contained shall be so constructed as to consume, so far as  
 “ practicable, their own smoke: Provided always, and it is  
 “ hereby agreed and declared, that the said trustees or trustee  
 “ for the time being shall pay to the said Charles Paget, his  
 “ heirs or assigns, or other the person or persons who for the  
 “ time being shall be entitled to the surface of the said lands  
 “ hereby assured, subject to these presents, for every part of  
 “ the surface of such lands which shall be entered upon, occu-  
 “ pied, used, or interfered with by the said trustees or trustee,  
 “ or any person or persons claiming under them or him, the  
 “ clear yearly rent of 5*l.* for every acre, and so in proportion  
 “ for every less quantity than an acre, such rent to be payable  
 “ by half-yearly payments on the \_\_\_\_\_ day of  
 “ \_\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_,  
 “ and to commence in respect of all land entered upon, used,  
 “ occupied, or interfered with as aforesaid during the first half  
 “ year of the said term of 250 years from the  
 “ day of \_\_\_\_\_ 1873; and in respect of all land which  
 “ shall be entered upon, used, occupied, or interfered with as  
 “ aforesaid in any subsequent half-year, from such one of the  
 “ said half-yearly days of payment of rent as shall occur next  
 “ before such last-mentioned land shall have been first entered  
 “ upon, used, occupied, or interfered with as aforesaid, or from  
 “ such one of the said half-yearly days of payment of rent as  
 “ shall occur next before the day on which the said trustees or  
 “ trustee, or any person or persons claiming under them, shall  
 “ be first entitled to enter upon, use, occupy, or interfere with  
 “ such land, whichever shall be first, and to continue payable  
 “ until the day of payment of rent next after the land in  
 “ respect whereof such rent shall be payable shall have been  
 “ cleared and restored or paid for under the provision in that  
 “ behalf herein-after contained: Provided also, and it is hereby  
 “ agreed and declared, that the said trustees or trustee shall  
 “ pay or cause to be paid to every occupier (whether owner or  
 “ tenant) of any land which may be taken, used, occupied, or  
 “ interfered with by virtue hereof by the said trustees or trustee,  
 “ or any person or persons claiming under them or him, a  
 “ fair and reasonable sum of money by way of compensation  
 “ for any crop which may happen to be growing on the said  
 “ land when so taken, used, occupied, or interfered with, or for  
 “ any lime or manure or unexhausted improvements thereon,  
 “ and for all other loss or damage he may sustain in conse-  
 “ quence of the exercise of any of the liberties hereby granted;  
 “ and that the said trustees or trustee, or any person or persons

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—  
 Mr. Wood-  
 house has in-  
 serted a sur-  
 face rent of  
 5*l.* per acre.  
 I think it  
 should be  
 10*l.*, the  
 ordinary  
 value for  
 agricultural  
 purposes be-  
 ing 4*l.* to 5*l.*  
 per acre.  
 T. Huskin-  
 son.

Agreed it  
 shall be 8*l.*  
 C. P.

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“ claiming under them or him, shall not at any time enter  
 “ upon, use, occupy, or interfere with any part of the surface  
 “ of the said lands until six calendar months previous notice in  
 “ writing shall have been given to the said Charles Paget, his  
 “ heirs or assigns, and to every tenant and occupier of the part  
 “ of the surface of the said lands intended to be entered upon,  
 “ used, occupied, or interfered with as aforesaid, and the  
 “ amount of the compensation to be paid to every such occupier  
 “ in respect of the part of the surface of the said lands so  
 “ to be entered upon, used, occupied, or interfered with as  
 “ aforesaid shall have been first agreed upon or ascertained and  
 “ actually paid or tendered : Provided also, that the said trustees  
 “ or trustee, and all persons claiming under them, shall at all  
 “ times do as little damage or injury as possible to the surface  
 “ of the said lands, and to the trees, underwood, plants, crops,  
 “ and herbage thereon, and to the buildings thereon, or which  
 “ may hereafter be erected thereon, and interfere as little  
 “ as possible with the use and enjoyment of the said estate  
 “ for residential and agricultural purposes, and also that  
 “ the said trustees or trustee shall from time to time pay  
 “ or cause to be paid to the said Charles Paget, his heirs or  
 “ assigns, and the tenants and occupiers of the said lands,  
 “ full compensation for all damage done or occasioned to any  
 “ buildings upon or to the surface of any part of the said  
 “ lands, or to the trees or underwood upon the estate, or the  
 “ crops or cattle thereon, by reason of the exercise of any of  
 “ the liberties and authorities hereby granted : Provided also,  
 “ that it shall be lawful at all times for the said Charles Paget,  
 “ his heirs and assigns, and all tenants and other persons  
 “ claiming under him or them, and all persons by him, them,  
 “ or any of them in that behalf authorised, to pass and repass  
 “ for all purposes, with or without horses, cattle, or other  
 “ animals, engines, waggons, carts, or other carriages over, along,  
 “ and across all roads, ways, and places on the surface of the  
 “ said lands for the time being made, taken, used, or occupied  
 “ by the said trustees or trustee, or any person or persons  
 “ claiming under them or him, for agricultural or other surface  
 “ occupation purposes, together with the right to use without  
 “ payment all railways and tramways constructed by virtue of  
 “ any of the liberties or authorities hereby granted for the con-  
 “ veyance for the use of the estate of all building materials,  
 “ manure, ashes, lime, compost, or other substances or things,  
 “ and also timber, faggots, and other wood, hay, corn, straw,  
 “ and other produce of the said estate, interfering as little as  
 “ reasonably may be with the operations of the said trustees or



“ trustee, or any person or persons claiming under them or  
 “ him: Provided also, that the said trustees or trustee, and all  
 “ persons claiming under them or him, shall, within six calen-  
 “ dar months after the 1st day of January in every year, fill  
 “ up and level or cause to be filled up and levelled (including  
 “ the arching over of pits), and clear or caused to be cleared  
 “ from roads, pit-hills, stone, and rubbish, and restore or cause  
 “ to be restored to a state fit for agricultural purposes all such  
 “ parts of the surface of the said lands occupied, injured, or  
 “ interfered with prior to such 1st day of January by the said  
 “ trustees or trustee, or any person or persons claiming under  
 “ them or him, as shall no longer be required for the purposes  
 “ of the works hereby authorised, and as shall not have been  
 “ restored in pursuance of this proviso, and for the purpose of  
 “ such restoration re-spread or cause to be re-spread the surface  
 “ mould previously removed from the land in question, and  
 “ provide and apply or cause to be provided and applied such  
 “ other soil of good quality as may be requisite, and fence off  
 “ or cause to be fenced off such land no longer required, and  
 “ restore and reinstate or cause to be restored and reinstated  
 “ all gates, fences, hedges, buildings, and works which may  
 “ have been upon or within such surface lands when they were  
 “ entered upon by the said trustees or trustee, or any person or  
 “ persons claiming under them or him, or else pay to the said  
 “ Charles Paget, his heirs or assigns, the full value of such  
 “ gates, fences, hedges, buildings, and works, and also compen-  
 “ sation after the rate of 80*l.* for an acre, and so in proportion  
 “ for greater or less quantities in lieu of such restoration of the  
 “ surface; and also that with a view to such restoration of the  
 “ surface as aforesaid the said trustees or trustee, and all  
 “ persons claiming under them or him, shall at all times during  
 “ the continuance of the said liberties and authorities hereby  
 “ granted, and until the same shall be re-spread as aforesaid,  
 “ keep separate by itself the mould and useful soil taken from  
 “ the surface of any parts of the said lands by virtue of these  
 “ presents: Provided always, and it is hereby agreed and  
 “ declared that it shall be lawful for the said

This com-  
 pensation of  
 80*l.* should  
 be not less  
 than 120*l.*

T. H.

I agree with  
 T. H.

C. P.

“ and the survivors and survivor of them, and the executors  
 “ or administrators of such survivor, and other the trustees or  
 “ trustee for the time being of these presents, at the request in  
 “ writing of the said Charles Paget during his life, and after his  
 “ death at the discretion of the said trustees or trustee for the  
 “ time being, to demise and lease all or any of the mines or

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“ minerals or mineral substances (whether opened or un-  
“ opened) in or under the said lands hereby assured for any  
“ term of years being less than the then unexpired residue of  
“ the said term of 250 years, to take effect in possession or  
“ within six calendar months from the date of the demise, and  
“ either with or without all or any of the liberties, licenses,  
“ powers, authorities, easements, and privileges respectively  
“ herein-before given to the said trustees or trustee, so as by  
“ every such lease there be reserved and made payable during  
“ the continuance of the term thereby granted such yearly  
“ certain rent in money, acreage rent in money, royalties, and  
“ reservations to be respectively reserved and made payable  
“ according to the custom of the county of Nottingham, as can  
“ under the circumstances of the case be reasonably had for the  
“ premises to be comprised therein, but nevertheless with or sub-  
“ ject to any such allowance in respect of or deductions from  
“ any such rents and reservations as shall be thought reasonable  
“ and shall be in accordance with the custom of the same county,  
“ and so as the same be made without any fine or premium for  
“ the making of the same, (such covenants, conditions, provi-  
“ soes, reservations, and restrictions as are hereby authorised  
“ not being considered in the nature of a fine or premium,) and  
“ so also that in case any such lease shall be made on the  
“ surrender of a former lease, the value of the lessee's interest  
“ under such surrendered lease may be taken into account in  
“ fixing the terms of the new lease, and so as in every such  
“ lease there be contained a condition of re-entry or power to  
“ make void or determine the same in case the rents and reser-  
“ vations thereby reserved, or any of them, or any part thereof,  
“ shall be unpaid within a reasonable time to be therein speci-  
“ fied, and so as the respective lessees execute counterparts of  
“ their respective leases, and enter into such covenants and  
“ agreements as the person or persons making such respective  
“ leases shall deem expedient for working and managing the  
“ said mines and minerals and mineral substances, and for  
“ rendering the same as productive of rent as circumstances  
“ will permit, and for duly paying the rents, sums of money,  
“ and reservations thereby reserved and made payable: And  
“ further, that in and by such leases respectively there may be  
“ reserved and contained any other exceptions, reservations,  
“ covenants, agreements, provisoes, or stipulations whatsoever  
“ which are usual in leases granted of mines and minerals and  
“ mineral substances in the said county of Nottingham, or  
“ which, though not usual in such leases, shall or may be  
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“ deemed necessary or expedient for providing for the due  
“ working and management, or for the advantageous letting  
“ of any mines and minerals and mineral substances so to be  
“ leased, or any works belonging thereto, or which may be  
“ otherwise proper in relation to the same, so that the same be  
“ not inconsistent with or tend to defeat the effect of the  
“ covenants or provisions herein-before respectively directed to  
“ be inserted therein: And further, that in and by any lease  
“ to be granted under the present power, it may be agreed that  
“ the lease shall be determinable by the lessee or lessees, his  
“ or their executors, administrators, or assigns, at any time or  
“ times, or in any case or cases, to be in such lease specified in  
“ that behalf, on giving such notice of his or their desire to  
“ determine the same as shall be in such lease prescribed, and  
“ on payment, on or before the expiration of such notice, of all  
“ the rents, reservations, and other sums of money which shall  
“ have become previously and up to that time payable by virtue  
“ of such lease; yet so, nevertheless, that in case the lease  
“ given to the lessee or lessees, his or their executors, adminis-  
“ trators, or assigns, such power as aforesaid to determine the  
“ same, it shall also provide that the determination of the lease  
“ by notice as aforesaid shall not prejudice any right of action  
“ or other remedy which at the time of the determination of  
“ such lease may be subsisting against the lessee or lessees, his  
“ or their executors, administrators, or assigns, or any of them,  
“ by reason of any breach then already committed of any of  
“ the covenants, conditions, or agreements on the lessee's part  
“ in such lease contained: And further, that it may in any  
“ such lease be stipulated that the lessee or lessees shall expend  
“ a given sum, or shall not be obliged to spend more than a  
“ given sum, within any time to be in such lease specified, in  
“ or about working or searching for any mine or minerals or  
“ mineral substances to be comprised in such lease: And  
“ further, that it may in and by such lease be agreed that all  
“ or any questions which may arise touching the construction,  
“ effect, incidents, or consequences of the same may be referred  
“ to and decided by arbitration in such manner as shall be  
“ prescribed by such lease: And it is hereby further agreed  
“ and declared, that it shall be lawful for the person or persons  
“ for the time being entitled to exercise the power to grant  
“ mining leases herein-before contained, from time to time to  
“ enter into and accept any new covenants, stipulations, and  
“ other provisions in relation to any mines or minerals or  
“ mineral substances leased as aforesaid, or any lands and

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“ hereditaments, liberties, licenses, powers, authorities, ease-  
 “ ments, or privileges connected therewith, with and from any  
 “ person for the time being entitled to the benefit of any lease  
 “ which shall have been made of such mines or minerals or  
 “ mineral substances, by virtue of such power to grant mining  
 “ leases by way of addition to or explanation or alteration of all  
 “ or any of the covenants, stipulations, or provisions in such  
 “ lease contained, yet so nevertheless that such lease shall,  
 “ when so added to, explained, or altered, be conformable to the  
 “ requirements of the same power, and so that the lessee or  
 “ lessees execute a counterpart of every deed to be executed in  
 “ pursuance of this provision: And it is hereby agreed and  
 “ declared that it may be part of the arrangement upon any  
 “ such mining lease as aforesaid, that the lessee or lessees shall  
 “ purchase any of the plant, machinery, or chattels (if any) for  
 “ the time being subject to the trusts of these presents, and  
 “ convenient to be employed in working the mines or minerals  
 “ or mineral substances demised or intended so to be by such  
 “ lease, and that the persons or person exercising the aforesaid  
 “ power to grant mining leases shall have full power to arrange  
 “ as to the terms of such purchase and the price to be paid:  
 “ And it is hereby also agreed and declared, that it shall be  
 “ lawful for the said

“  
 “ and the survivors and survivor of them, and the executors  
 “ and administrators of such survivor, and other the trustees  
 “ or trustee for the time being, to enter into contracts for the  
 “ granting of any such leases as aforesaid at a future time, and  
 “ in and by any such contracts to authorise the intending lessee  
 “ to make trial borings for the purpose of proving the said  
 “ mines, minerals, and mineral substances, or any of them,  
 “ before the granting of the lease, and to make the granting  
 “ of any such lease conditional or dependent on the result  
 “ of any such trial borings, and in settling the terms of  
 “ any such lease the expense or probable expense of any such  
 “ trial borings may be taken into account, but the said trustees  
 “ or trustee shall not be at liberty to make any such trial  
 “ borings at the expense of the trust estate: Provided always,  
 “ and it is hereby agreed and declared, that it shall be lawful  
 “ for the said

“ A legal  
 point.  
 J. T. W.”

“  
 “ and the survivors and survivor of them, and the executors  
 “ and administrators of such survivor, and other the trustees  
 “ or trustee for the time being of the said term of 250 years,



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“ to bring, commence, defend, prosecute, and take all such  
 “ actions, suits, and proceedings as they or he shall think  
 “ proper for the purpose of protecting and defending the said  
 “ mines and minerals and mineral substances, or any of them,  
 “ or the right to work and get the same, or for the purpose of  
 “ enforcing any covenants, agreements, provisions, or stipula-  
 “ tions contained in any lease or agreement for a lease to be  
 “ made pursuant to the powers herein contained, or for any  
 “ other purpose in connexion with the trust estate or the  
 “ premises, and at the expense of the trust estate to employ  
 “ such surveyors, agents, servants, and workmen as they or  
 “ he shall think fit, and at such wages or remuneration as  
 “ they or he shall think proper, and to do all such other acts  
 “ and things in relation to the trust estate as they or he may  
 “ deem necessary or proper for effectuating any of the pur-  
 “ poses of these presents: And it is hereby agreed and declared,  
 “ that the said

“  
 “ or the survivors or survivor of them, or the executors or  
 “ administrators of such survivor, or other the trustees or  
 “ trustee for the time being, shall stand possessed of the said  
 “ sum of £

“ 3l. per cent. Consolidated Bank  
 “ Annuities upon trust, either to permit the whole or any part  
 “ thereof to remain in its actual state of investment, or at the  
 “ request in writing of the said Charles Paget during his life,  
 “ and after his death at the discretion of the said trustees or  
 “ trustee for the time being, to sell the same or any part or  
 “ parts thereof, and to invest the moneys to be produced  
 “ thereby in their or his names or name, or under their or his  
 “ control, in any of the Parliamentary or public stocks or  
 “ funds of the United Kingdom or India or any colony or  
 “ dependency of the United Kingdom, or in Exchequer bills  
 “ or stock of the Bank of England, or at interest upon any  
 “ securities guaranteed by the British Government or by the  
 “ Government of India, or upon the security of or mortgage or  
 “ mortgages of hereditaments situate in Great Britain, Ireland,  
 “ or India (including copyhold hereditaments and leasehold  
 “ hereditaments held for any term of which not less than 60  
 “ years shall be unexpired at the date of such investment), or  
 “ in or upon the guaranteed or preference stock or shares,  
 “ or the bonds, mortgages, or debentures or debenture stock  
 “ of any railway or other public company in Great Britain,  
 “ Ireland, or India, or any other colony or dependency of the  
 “ United Kingdom, incorporated by Act of Parliament or

Qy. 1,000l.  
 Mr. Wood-  
 house sug-  
 gests 1,000l.  
 which ap-  
 pears to me  
 too small a  
 sum.

T. H

I have pre-  
 pared 2,000  
 4 per cent.  
 Midland  
 Debenture  
 Stock.

C. P

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“ Royal Charter or Act of the local legislature, and which for  
“ two consecutive years immediately preceding such invest-  
“ ment shall have paid a dividend of not less than 2l. per  
“ cent. per annum on the ordinary stock or shares of the  
“ company, with power at such request or at such discretion  
“ as aforesaid to vary and transpose the said stocks, funds,  
“ shares, and securities as and when they or he shall think fit,  
“ and shall stand possessed of the said bank annuities, and the  
“ moneys, stocks, funds, shares, and securities into or for which  
“ the same may be converted or transferred, and the income  
“ thereof, upon the trusts herein-after declared concerning the  
“ same: And it is hereby agreed and declared, that the said  
“ trustees or trustee shall, out of the rents and profits of the  
“ said mines, minerals, mineral substances, and premises, and  
“ the income of the said bank annuities, moneys, stocks, funds,  
“ shares, and securities, or if such rents and profits and income  
“ shall be insufficient then out of the capital of the said bank  
“ annuities, moneys, stocks, funds, shares, and securities, raise  
“ and pay the several rents and sums of money payable by the  
“ said trustees or trustee under the provisions in that behalf  
“ herein-before contained, and the costs and expenses which  
“ may from time to time be incurred by the trustees or trustee  
“ in or about the searching for, working, getting, and making  
“ merchantable the said mines, minerals, and mineral sub-  
“ stances, or any of them, or in or about the execution of any  
“ of the trusts or powers herein contained, or otherwise in  
“ relation to the premises, with power for the said trustees or  
“ trustee, if they or he shall in their or his uncontrolled dis-  
“ cretion think fit, to accumulate and form a reserve fund not  
“ exceeding in amount or value the sum of £  
“ by investing the said rents and profits and income, or any  
“ part thereof, in or upon any such stocks, funds, shares, or  
“ securities as are herein-before authorised as investments,  
“ with power from time to time to vary and transpose the said  
“ stocks, funds, shares, and securities as and when they or he  
“ shall think fit, which reserve fund and the income thereof  
“ shall be held by the said trustees or trustee upon the trusts  
“ herein declared concerning the said bank annuities, and the  
“ moneys, stocks, funds, shares, and securities for the time  
“ being representing the same, and the income thereof; and,  
“ subject to the trusts aforesaid, the said trustees or trustee  
“ shall stand possessed of the said bank annuities, and the  
“ moneys, stocks, funds, and securities for the time being  
“ representing the same, and the income thereof, and the rents



“ and profits of the said mines, minerals, and mineral sub-  
“ stances, and the said reserve fund (if any) and the income  
“ thereof in trust for the said Charles Paget, his executors,  
“ administrators, and assigns as personal estate: And it is here-  
“ by agreed and declared, that the power of appointing a new  
“ trustee or new trustees of these presents in the place of any  
“ trustee or trustees who shall die or desire to be discharged,  
“ or refuse or become unfit or incapable to act, shall be  
“ exerciseable by the said Charles Paget during his life, and  
“ after his death by the surviving or continuing trustees or  
“ trustee for the time being, or the acting executors or  
“ executor, administrators or administrator, of the last sur-  
“ viving and continuing trustee, or by the last retiring  
“ trustees or trustee, and upon every or any such appointment  
“ the number of trustees may be augmented or reduced (yet  
“ not so as to reduce their number to less than two), and (in  
“ addition to the ordinary indemnity and right to reimburse-  
“ ment by law given to trustees) the trustees or trustee for  
“ the time being of these presents shall be at liberty to  
“ dispense, wholly or partially, with the investigation or pro-  
“ duction of the lessor's title on lending money on leasehold  
“ securities, or otherwise to lend on any security with less  
“ than a marketable title, and shall not be answerable for any  
“ loss thereby occasioned: Provided always, and it is hereby  
“ expressly agreed and declared, that notwithstanding any-  
“ thing herein contained, the said trustees or trustee for the  
“ time being shall not be in anywise personally liable for the  
“ payment of any of the rents and sums of money payable by  
“ the said trustees or trustee under the provisions in that  
“ behalf herein-before contained, or for any of the costs and  
“ expenses to be incurred in or about the searching for,  
“ working, getting, or making merchantable the said mines,  
“ minerals, and mineral substances, or otherwise in the  
“ execution of any of the trusts or powers herein-before  
“ contained, it being the true intent and meaning of these  
“ presents that all such rents, sums of money, costs, and  
“ expenses shall be payable by the said trustees or trustee only  
“ out of the moneys for the time being in their hands subject  
“ to the trusts of these presents; and the said trustees or  
“ trustee shall not incur any liability by reason of the  
“ insufficiency of the moneys for the time being in their or his  
“ hands subject to the trusts of these presents for the payment  
“ of such rents, sums of money, costs, and expenses, or any of  
“ them: Provided always, and it is hereby agreed and declared,



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“ that it shall be lawful for the said Charles Paget from time  
 “ to time, and at any time or times, by any deed or deeds (but  
 “ without prejudice to any previous exercise of any of the  
 “ powers herein-before contained), to vary to revoke all or  
 “ any of the uses, estates, and trusts herein-before limited  
 “ and declared of and concerning the said messuages, lands,  
 “ mines, minerals, mineral substances, bank annuities, moneys,  
 “ and premises, or any of them, or any part or parts thereof,  
 “ and by the same or any other deed or deeds to declare any  
 “ new or other uses, estates, trusts, or powers of and con-  
 “ cerning the premises the uses or trusts whereof respectively  
 “ shall be so varied or revoked as aforesaid. In witness  
 “ whereof the said parties to these presents have hereunto set  
 “ their hands and seals the day and year first above written.”

The SCHEDULE above referred to.

And whereas the explanation of the notes in the margin of the said draft, and which are reproduced in the preamble of this Act, is as follows: Such of them as are not initialed or are initialed “C. P.” were either made by the said Charles Paget, and are in his handwriting, or were made by Richard Enfield, the solicitor of the said Charles Paget, and were approved of and initialed by him. Such of them as are initialed “T. H.” were made by Thomas Huskinson, of Epperstone, in the county of Nottingham, agent, who was the land agent of the said Charles Paget; the note initialed “J. T. W.” was made by John Thomas Woodhouse, of Derby, colliery engineer, who was the professional adviser of the said Charles Paget in the matter:

And whereas the said Charles Paget duly made and executed his last will and testament, dated the fourteenth of June one thousand eight hundred and seventy-one, and thereby, after giving certain directions for the payment of his debts, funeral and testamentary expenses out of his personal estate not therein-after specifically bequeathed, and after appointing his son Joseph Paget and his son-in-law John William Mellor and Richard Enfield executors thereof, and after bequeathing, among other things, certain sums of money to the said Joseph Paget, John William Mellor, and Richard Enfield, their executors, administrators, and assigns, in trust for his respective daughters Lucy Paget, Ann Paget, Mary Swaine, and Ellen Mellor, and their respective husbands and children in manner therein mentioned, and a certain other sum of money to the said Joseph Paget and William Moseley Mellor, in trust for his daughter Caroline Mellor, her husband and children, as therein mentioned, the said testator bequeathed the rest and residue of his personal estate and effects unto the said Joseph Paget, Mary



Swaine, Lucy Paget, Ann Paget, Caroline Mellor, and Ellen Mellor in equal shares as tenants in common, but so that the respective shares of his daughters should be enjoyed and disposed of by them as separate property, free from marital control; and the said testator after devising certain messuages or tenements in the town of Nottingham, with their appurtenances, unto and to the use of the said Mary Swaine, her heirs and assigns, absolutely devised unto his wife, Ellen Paget (since deceased), and her assigns, for and during the term of her natural life, for her own use and benefit absolutely, all that his mansion house called Ruddington Grange, with the farm, buildings, cottages, and pleasure grounds adjoining thereto, and all those his several closes, lands, tenements, and hereditaments situate in the parish of Ruddington, in the said county of Nottingham, to the north of the highway leading from Clifton to Ruddington, and of a certain road or way called "East Road," leading from near Ruddington parish church to the Nottingham and Loughborough turnpike road, and also all his land to the east of the said turnpike road, and which said hereditaments were therein described as containing together five hundred and forty-nine acres twenty poles or thereabouts, and as known by the several names, and containing the several quantities respectively mentioned and particularised in the 1st schedule thereunder written; and the said testator devised unto the said John William Mellor and Richard Enfield, their heirs and assigns, all those his closes, pieces or parcels of land or ground, messuages or tenements, buildings, and hereditaments situate in the said parish of Ruddington, and known by the several names and containing the several quantities respectively mentioned and particularised in the 2nd, 3rd, and 4th schedules thereto, with their appurtenances, to hold as to all those his closes, pieces or parcels of land or ground, messuages or tenements, buildings, and hereditaments, containing in the whole three hundred and thirty-six acres two roods thirty poles or thereabouts, mentioned and particularised in the said 2nd schedule thereto, to the uses in favour of his daughter the said Lucy Paget, her children or child, and other the uses therein-after limited and declared concerning the same; and as to all those his closes, pieces or parcels of land or ground, buildings, and hereditaments, containing in the whole three hundred and twenty-nine acres one rood thirteen poles or thereabouts, mentioned and particularised in the said 3rd schedule thereto, to the uses in favour of his daughter, the said Ann Paget, and her children or child, or other the uses therein-after limited and declared concerning the same; and as to all those his closes, pieces or parcels of land or ground, and hereditaments, containing in the whole one hundred and forty-eight acres thirty-eight poles or thereabouts,



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mentioned and particularised in the said 4th schedule thereto, to the uses in favour of his daughter, the said Ellen Mellor, and her children or child, and other the uses therein-after limited and declared concerning the same; and the said testator devised unto the said Joseph Paget and William Moseley Mellor, their heirs and assigns, all that his messuage or dwelling-house called Ruddington Manor House, with the gardens, pleasure grounds, and outbuildings thereto, and all those his other messuages or tenements, buildings, closes, pieces or parcels of land or ground, and hereditaments situate in the said parish of Ruddington, and known by the several names, and containing the several quantities mentioned and particularised in the 5th schedule thereto, with their appurtenances, to hold the said hereditaments mentioned and particularised in the said 5th schedule thereto, and containing in the whole seventy-eight acres three roods twenty-one perches or thereabouts, to the uses in favour of his daughter, the said Caroline Mellor, her children or child, and other the uses therein-after limited and declared concerning the same; and the said testator thereby directed and declared that the said John William Mellor and Richard Enfield, their heirs and assigns, should, from and after his decease, stand seised of the said several hereditaments therein-before respectively devised to them to uses to be thereby limited and declared of or concerning the same in favour of his said daughters, Lucy Paget, Ann Paget, and Ellen Mellor respectively, and their respective children or child; and that the said Joseph Paget and William Moseley Mellor, their heirs and assigns, should, from and immediately after his decease, stand seised of the said several hereditaments therein-before devised to them, to uses to be thereby declared of or concerning the same in favour of his said daughter, Caroline Mellor, her children or child, to the uses following; that was to say, as to the respective hereditaments therein-before devised to uses to be thereby limited and declared in favour of each such daughter, her children or child as aforesaid, to the use of the same respective daughter for her life, without impeachment of waste, and from and after her decease to the use of such one or more exclusive of the other or others of them of the child or children of each daughter respectively, in such shares and for such estate or estates, interest or interests, and with, under, and subject to such conditions and stipulations, and generally in such manner as such respective daughter should by her last will and testament in writing, or any writing in the nature thereof, or any codicil or codicils thereto, notwithstanding any her then present or future coverture, and whether covert or sole, direct, limit or appoint, give or devise the same; and in default of any such direction, limitation, or appointment, gift or devise, and so far as any such, if incomplete,



should not extend, then to the use of the child, if only one, or the children, if more than one, of such daughter respectively, and if more than one to take as tenants in common, and his and their respective heirs and assigns; and if any of such children should die under the age of twenty-one years, then as well as to the share therein-before limited to each child so dying as the share or shares limited to such child by the executory limitation now in recital, to the use of the other, if only one, or the others, if more than one, of the children of such daughter respectively, and if more than one to take as tenants in common, and his, her, and their respective heirs and assigns; but in case there should be no child of such respective daughter who should live to attain the age of twenty-one years, then to the use of such one or more, exclusive of the other or others of them, of his child or children, or grandchild or grandchildren, born in the lifetime of such daughter, in such shares and for such estate or estates, interest or interests, and with, under, and subject to such conditions and stipulations, and generally in such manner as such respective daughter should in manner therein-after mentioned appoint; and, subject thereto, the said testator directed that the hereditaments thereby devised to uses in favour of such respective daughter, her child or children, and the other uses therein mentioned, should fall into and form part of his residuary real estate thereby devised, and should be held and enjoyed accordingly; and as to the said hereditaments therein devised to his said wife Ellen and her assigns for her life, subject to her life interest therein; and as to all and singular the rest, residue, and remainder of his real estate whatsoever and wheresoever not therein-before devised or disposed of, the said testator devised the same unto the said John William Mellor and Richard Enfield, and their heirs, to the use of his said son, Joseph Paget, and his assigns, for his life, without impeachment of waste, and from and after his decease to the use of all and every or any one or more exclusively of the others or other of the sons or son of the said Joseph Paget, for such interest or interests, with such provisions for their separate maintenance, education, or advancement, and with, under, and subject to such conditions and restrictions; and in such manner, as he, the said Joseph Paget should, by his last will and testament in writing, or any writing in the nature thereof, or any codicil or codicils thereto, appoint, give, or devise the same; and in default of any such appointment, gift, or devise, and so far as any such appointment, gift, or devise, if incomplete, should not extend, to the use of all and every the son, if only one, or the sons, if more than one, of the said Joseph Paget, and to take, if more than one, in equal shares as tenants in common, and his and their respective heirs and assigns, and if any of any

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such sons should die under the age of twenty-one years, then as to as well the share therein-before limited to each son so dying as the share or shares limited to each son by the executory limitation now in recital, to the use of the other, if only one, or the others, if more than one, of the sons of the said Joseph Paget, and if more than one, to take in equal shares as tenants in common, and his and their respective heirs and assigns for ever; but in case there should be no son of the said Joseph Paget who should live to attain the age of twenty-one years, then to the use of his the testator's daughters, the said Mary Swaine, Lucy Paget, Ann Paget, Caroline Mellor, and Ellen Mellor, in equal shares, as tenants in common and not as joint tenants, and their respective heirs and assigns absolutely: And amongst other provisoes and declarations not material to be herein set forth, it was provided, and the said testator thereby declared his will and mind to be that it should be lawful to and for the said John William Mellor and Richard Enfield, and the survivor of them, and the executors and administrators of such survivor, and also to and for the said Joseph Paget, William Moseley Mellor, and the survivor of them, and the executors and administrators of such survivor, or other the trustees or trustee to be appointed in their or his respective stead as therein mentioned, at any time or times thereafter, at the request and by the direction of the person or persons who for the time being should under or by virtue of the limitations therein-before contained be in the possession of the said testator's lands and hereditaments as well those specifically devised as those comprised in the devise of the residue of his real estate or any part or parts thereof, or be entitled subject as aforesaid to receive the rents and profits thereof, to be testified by some writing under his or her hand and seal, or respective hands and seals, in case such person or persons should be adult, and which consent any such person, if female, might give, whether covert or sole, and if covert, without the consent of her husband; and in case such person or persons should not be adult, then at the discretion of such trustees or trustee, to dispose of by way of absolute sale, all or any part of the said testator's lands and hereditaments so respectively devised to them as aforesaid (as well those therein-before specifically devised as those comprised in the devise of the residue of his real estate), and of the lands and hereditaments to be purchased as next therein-after mentioned, to any person or persons whomsoever, for such price or prices in money as to them the said trustees or trustee thereof for the time being should seem reasonable: And that for the purpose of effecting such sales and dispositions as aforesaid, it should be lawful for the respective trustees or trustee thereof for the time being, by any deed or instrument as therein mentioned, absolutely to revoke and make void all



or any of the uses, trusts, and provisions therein declared and contained concerning the hereditaments to be sold, and to limit and appoint any uses, estates, or trusts of the said hereditaments as might appear expedient for the purposes of such sales and dispositions as aforesaid, and to give good and valid receipts for the purchase moneys to be paid in respect of such hereditaments: And the said testator desired that the said respective trustees or trustee thereof for the time being should invest the proceeds of the sales of the said hereditaments, at the like request as aforesaid, either in the purchase of freehold or copyhold or partly freehold and partly copyhold hereditaments in the United Kingdom, of an estate of inheritance in possession, free from incumbrances (except fee farm and quit rents, and rackrent leases), or in or upon any of the stocks, funds, and securities in or upon which any of the trust moneys under his said will were thereby directed to be invested, with power to vary the same investments; and the said testator directed that such hereditaments, stocks, funds, and securities, and the rents, dividends, interest, and annual income thereof, should be respectively settled to and held upon such and the same uses and trusts, and with, under, and subject to such and the same powers, provisoes, and conditions as were by his said will limited, declared, and contained of and concerning the respective lands and hereditaments therein-before devised, which should be so sold as aforesaid, and the rents and annual income thereof, or such of them as should then be subsisting and capable of taking effect, but so that all such stocks, funds, and securities on which such proceeds of sale should be invested should be deemed to be as of the nature of real estate, and go and be enjoyed, and the dividends, interest, and income thereof be received and taken accordingly: And in the said will was contained a power of appointing new trustees in the place of the said Joseph Paget, John William Mellor, and Richard Enfield, and of the said Joseph Paget and William Moseley Mellor, and of the said John William Mellor and Richard Enfield respectively as separate sets of trustees:

And whereas the said testator duly made and executed a codicil to his said will dated the 7th of August 1871, and thereby declared, amongst other things, that the powers of sale and exchange lastly therein-before stated should, as to the hereditaments and premises by his said will devised to the use of each of his said daughters, Lucy Paget, Ann Paget, Ellen Mellor, and Caroline Mellor for their respective lives, with remainders over, and any hereditaments for the time being subject to the same uses under his said will, be exerciseable by the said trustees or trustee for the time being of the moneys by his said will bequeathed on trusts for the benefit of the same daughter,

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her husband, child, and children (other than and except his said son Joseph Paget), instead of by the persons and person by whom the same several powers, directions, and discretions were by his said will expressed to be made exerciseable; and as to the hereditaments and premises by his said will devised to the use of his said wife Ellen for her life, with remainders over, and as to his residuary real estate and any hereditaments for the time being, subject to the same uses under his said will, the same powers, directions, and discretions should be exerciseable by the trustees or trustee for the time being of the moneys by his said will bequeathed on trusts in favour of his said daughters, Lucy Paget, Ann Paget, and Ellen Mellor, and their respective husbands, child, or children (other than and except his said son Joseph Paget), instead of by the persons and person by whom the same powers, directions, and discretions were by the said will expressed to be made exerciseable: And the said testator declared that his son Joseph Paget was not made a donee of such power of sale, in order that he might be at liberty to become the purchaser of any part of the hereditaments and premises empowered to be sold: And the said testator thereby revoked the power in his said will contained to appoint new trustees in the place of the said John William Mellor and Richard Enfield as a separate set of trustees, the same being unnecessary, and he confirmed the power in his said will contained to appoint new trustees in the place of the said Joseph Paget, John William Mellor, and Richard Enfield as one set of trustees, and of the said Joseph Paget and William Moseley Mellor as a separate set of trustees, and in all other respects the said testator confirmed his said will:

And whereas the said testator, Charles Paget, was drowned, together with his wife, Ellen Paget, off the coast of Filey, in Yorkshire, on the thirteenth of October one thousand eight hundred and seventy-three, and his will and codicil were proved on the twenty-fifth of November one thousand eight hundred and seventy-three, in the District Registry of Her Majesty's Court of Probate at Nottingham, by the said Joseph Paget, John William Mellor, and Richard Enfield, the executors therein named:

And whereas the said testator left his son, the said Joseph Paget, and his daughters, Mary Swaine, the wife of William Edward Swaine, Lucy Paget, Ann Paget, and Caroline Mellor and Ellen Mellor (who are the respective wives of John William Mellor and Alfred Mellor), him surviving:

And whereas there has been issue of the said Caroline Mellor nine children and no more; videlicet, John Paget Mellor, Ellen Mabel Mellor, Godfrey William Paget Mellor, Wilfred Paget Mellor, Claude Paget Mellor, Geraldine Elizabeth Mellor, and Sidney Paget Mellor,



who are all infants, and Charles Oliver Paget Mellor, and Bernard Waddington Paget Mellor, who died without attaining the age of twenty-one years :

And whereas there has been issue of the said Ellen Mellor five children and no more ; videlicet, Ellen Paget, who is an infant, and daughter of the said Ellen Mellor by Oliver Paget her first husband, deceased, and Gertrude Elizabeth Mellor, Violet Mellor, Margaret Ellen Mellor, and Elizabeth Catherine Mellor, who are all infants, and daughters of the said Ellen Mellor by the said Alfred Mellor her second husband :

And whereas the said Joseph Paget has had no male issue :

And whereas the said Lucy Paget and Ann Paget have never been married :

And whereas it is uncertain whether, as respects all or any particular part or parts of the estate so devised by the said Charles Paget as aforesaid, coal or other valuable minerals or mineral substances exist under the same, either at all, or, if at all, of such quality and value, at such depths, and under such conditions generally as would render the working of the same a profitable speculation :

And whereas the existence or otherwise of coal or other valuable minerals or mineral substances under the said estates, and the probable value thereof, and the depths and conditions at and under which the same exist (if at all), can only be ascertained at a considerable expense :

And whereas it is considered that, supposing coal and other valuable minerals or mineral substances to exist under the said estates, or some considerable part or parts thereof, it is not probable that the same could be worked to advantage by any adventurer or set of adventurers, unless he or they were empowered to work the entire mineral area comprised in the said estates, and unless some arrangement be presently come to in order to facilitate the working of such area ; and if the said coal and minerals or mineral substances be allowed merely to devolve in accordance with the limitations in the will of the said Charles Paget, it is probable that, owing to the sub-division of interests and the difficulty of procuring the concurrence of all necessary parties, the said coal, minerals, and mineral substances may remain unworked for a long and indefinite period :

And whereas it will greatly conduce to the convenient working of the mines and minerals under the said testator's freehold hereditaments at Ruddington aforesaid, and will be for the benefit of all persons interested therein, if the wishes of the said testator as expressed and contained in the draft herein-before set forth can be carried out, but this object cannot be accomplished without the authority of Parliament :

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And whereas the said testator Charles Paget had intended by a separate instrument to define the mode in which the moneys to be produced by the minerals worked under the above arrangement were to be applied, but owing to the suddenness of his death his intentions in this respect were left unfulfilled :

And whereas by a decree of the said Court of Chancery made by his Honour the Vice-Chancellor Sir Richard Malins, on the 5th day of August 1874, in a suit in which the said Joseph Paget, Lucy Paget, and Ann Paget were plaintiffs, and William Edward Swaine and Mary Swaine his wife, and the said John William Mellor and Caroline Mellor his wife, Alfred Mellor and Ellen Mellor his wife, Richard Enfield, William Moseley Mellor, John Paget Mellor, Ellen Mabel Mellor, Godfrey William Paget Mellor, Wilfred Paget Mellor, Claude Paget Mellor, Geraldine Elizabeth Mellor, Sidney Paget Mellor, Ellen Paget, Gertrude Elizabeth Mellor, Violet Mellor, Margaret Ellen Mellor, and Elizabeth Catherine Mellor, were defendants, it was ordered that an inquiry be made whether all the persons interested in the freehold hereditaments devised by the will of the testator Charles Paget were parties to the said suit, and if it should appear that all such persons were parties to the said suit, or had been served with notice of the decree now in recital, whether it would be fit and proper or for the benefit of such persons, having regard to the intentions of the said testator, as shown by the draft set forth in the Bill and herein-before recited, that the sanction of Parliament should be obtained to working the mines and minerals under the devised estates, or any parts thereof, and if it should appear to be fit and proper or for the benefit of the aforesaid parties that such application should be made, it was ordered that the draft of a Bill for an Act for the purposes aforesaid be settled by the judge ; and it was ordered that the further consideration of the said cause be adjourned, and any of the parties were to be at liberty to apply as they should be advised :

And whereas by the certificate of Edward Shearme, one of the chief clerks of the said Vice-Chancellor, made in the said cause, and dated the twenty-third day of March one thousand eight hundred and seventy-five, and duly signed and filed, it was certified that all the persons interested in the freehold hereditaments devised by the will of the said testator Charles Paget were parties to the said suit ; and that it had been proposed by the parties to the said suit that a sum of two thousand two hundred and fifty pounds should be subscribed in equal proportions by the six children of the said Charles Paget, and that the same sum, and also the rents, royalties, and profits to arise from the mines and minerals in and under the said estates devised by the said Charles Paget in settlement, should be



held upon the trusts declared of and concerning the same respectively in and by the Bill therein-after referred to; and it was by the said certificate further certified that it would be fit and proper, and for the benefit of such persons, having regard to the intentions of the said testator as shown by the draft set forth in paragraph 3 of the bill of complaint (the same being the draft herein-before recited), and also having regard to the said proposals, that the sanction of Parliament should be obtained to working the mines and minerals under the estates devised by the said Charles Paget in settlement, and that the Bill for an Act referred to in the said order of the 5th day of August 1874 had been settled and approved by the said judge, and that the several instruments, statements, facts, and events recited in the preamble of such Bill had been proved in the said cause, and that the said Bill was identified by the signature of the said chief clerk in the margin thereof:

And whereas the messuages and lands referred to in the said draft indenture as "the messuages and lands, a particular of which " is contained in the schedule to these presents, and which are " delineated, and (with the exception of the roads) are coloured " green and blue in the plan annexed to these presents (the said " roads being coloured brown in the said plan,") were intended to comprise all the hereditaments devised by the said Charles Paget in the settlement as herein-before appearing, and the messuages and lands referred to as coloured blue in the plan to be annexed to the said indenture, when executed, referred to such of the messuages and lands as were on the north-west side of the watercourse running on the south of the village of Ruddington:

And whereas the hereditaments particularised in the 1st schedule to the said will of the said Charles Paget are the same as the hereditaments particularised in the 1st schedule to this Act:

And whereas the hereditaments particularised in the 2nd schedule to the will of the said Charles Paget are the same as the hereditaments particularised in the 2nd schedule to this Act:

And whereas the hereditaments particularised in the 3rd schedule to the will of the said Charles Paget are the same as the hereditaments particularised in the 3rd schedule of this Act:

And whereas the hereditaments particularised in the 4th schedule to the will of the said Charles Paget are the same as the hereditaments particularised in the 4th schedule to this Act:

And whereas the hereditaments particularised in the 5th schedule to the will of the said Charles Paget are the same as the hereditaments particularised in the 5th schedule to this Act:

Wherefore Your Majesty's most dutiful and loyal subjects, the said Joseph Paget, Lucy Paget, and Ann Paget, the said William



A.D. 1875. — Edward Swaine, the said Mary Swaine, the said John William Mellor as such trustee as aforesaid, and also on behalf of himself and of his children, the said John Paget Mellor, Ellen Mabel Mellor, Godfrey William Paget Mellor, Wilfred Paget Mellor, Claude Paget Mellor, Geraldine Elizabeth Mellor, and Sidney Paget Mellor, the said Caroline Mellor, the said Alfred Mellor, on behalf of himself and of his children, the said Gertrude Elizabeth Mellor, Violet Mellor, Margaret Ellen Mellor, and Elizabeth Catherine Mellor, the said Ellen Mellor, the said Richard Enfield, and William Moseley Mellor as such trustees as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the 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:

Short title.

1. This Act may be cited as "Paget's Settled Estates Act, 1875."

Messuages, lands, mines, and mineral vested in trustees.

2. From and after immediately after the passing of this Act, all and singular the messuages and lands (including the roads intersecting or bounding the same, so far as the said Charles Paget was entitled to such roads at the time of his decease) particularly described or referred to in the 1st, 2nd, 3rd, 4th, and 5th schedules to this Act, together with all buildings, erections, fixtures, commons, mines, minerals, mineral substances, hedges, ditches, fences, ways, waters, watercourses, liberties, privileges, easements, advantages, and appurtenances whatsoever to the said hereditaments and premises, or any of them appertaining, or with the same or any of them now or heretofore demised, occupied, or enjoyed, or reputed or known as part or parcel of them or any of them, or appurtenant thereto, shall stand limited and assured to the use and intent that George Kenrick, of the town of Nottingham, Esquire, and Edward Daniel Mellor, of the Temple, in the city of London, Gentleman, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the term of two hundred and fifty years herein-after expressed to be hereby limited, may from time to time hereafter, during the joint lives of the following classes of persons living on the first day of September one thousand eight hundred and seventy-five, the commencement of this Act, namely, all peers of the United Kingdom of Great Britain and Ireland, all peers in the peerage of Scotland, all peers in the peerage of Ireland, and the eldest or only sons then living of all such several descriptions of peers, and the joint lives of the survivors from time to time of such classes of persons, and the life of the last survivor of them, and for twenty-one years next after



the death of such survivor, have, use, and exercise the several liberties, licenses, powers, authorities, easements, and privileges herein-after contained, and subject thereto as respects the mines, minerals, and mineral substances in and under the said messuages and lands, to the use of the said George Kenrick and Edward Daniel Mellor, their executors, administrators, and assigns, for the term of two hundred and fifty years, to be computed from the day of the commencement of this Act, without impeachment of waste, upon the trusts herein-after contained and declared of and concerning the same; and from and after the determination or cesser of the said term of two hundred and fifty years, and in the meantime subject thereto and to the trusts thereof, and also as respects the said messuages and lands, or the surface thereof, as and from the day of the commencement of this Act, (but subject to every or any exercise of the said liberties, licenses, powers, authorities, and privileges, or any of them, so far as the same messuages and lands respectively may be affected thereby,) to the uses, upon the trusts, and subject to the powers in and by the said will and codicil of the said Charles Paget contained and declared of and concerning the said premises respectively.

**3.** The said George Kenrick and Edward Daniel Mellor, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said term of two hundred and fifty years, may (subject to the provisoes herein-after contained), at the discretion of the said trustees or trustee for the time being, have, use, and exercise all or any of the liberties, licenses, powers, authorities, easements, and privileges herein-after mentioned; (that is to say,) full and free liberty, license, power, and authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said mines, minerals, and mineral substances, and for those purposes from time to time to sink, drive, carry, and make pits, shafts, drifts, groves, tunnels, soughs, levels, trenches, sluices, way-gates, gutters, water-gates, watercourses, and other subterraneous or other works in, under, and upon any part of the said lands hereby limited, and to erect, build, and construct such steam engines, furnaces, engines, mills or gins, or other machines, and to use, occupy, maintain, and amend the same in such manner as shall be necessary or expedient, and to use all other lawful ways and means whatsoever, whether of future invention or present use, as well for finding, discovering, winning, working, getting, and raising the said mines and minerals and mineral substances as for draining or discharging or carrying away water, foul air, stythe or stench, or gases, whether explosive or otherwise, from, forth, and out of the same; and full and free liberty of outstroke and instroke

Powers of trustees.



A.D., 1875.

into or from any adjoining or other mines, quarries, pits, shafts, or workings, either for the purpose of working the mines or minerals or mineral substances under any adjoining or other lands, or for the purpose of working the mines, minerals, and mineral substances under the lands hereby limited, or any of them, through the mines, quarries, pits, shafts, or workings under any adjoining or other lands; and full and free liberty, license, power, and authority to take and use sufficient land for wharves and yards for the stowage and sale of goods, and sufficient ground room, heap room, and pit room for bringing to bank, stacking, depositing, laying, placing, and converting into coke, smelting, calcining, working, and manufacturing the minerals, mineral substances, rubbish, and refuse which shall from time to time proceed from, or be won, raised, wrought, dug, or gotten out of the same mines, or from or out of any furnaces, manufactories, brick kilns, or other works, to be erected or set up as aforesaid, or which may be raised or brought or imported from any other mines, lands, or works; and full and free liberty, license, power, and authority to have, use, and take all or any of the water flowing or which shall or may flow or be made to flow in, upon, under, or over any of the said lands hereby limited, and to turn and divert the same into the said mines or works for working any of the machinery thereof, and for any other purpose connected with the working of the said mines; and full and sufficient wayleaves, roads, paths, subterraneous and other passages, store yards, and other easements and privileges in, upon, or out of, under or over all or any parts of the said lands, to and for the said George Kenrick and Edward Daniel Mellor, or the survivor of them, or the executors or administrators of such survivor, or other the trustees or trustee for the time being of the said term of two hundred and fifty years, and their and his agents, workmen, and servants, from time to time to take, lead, carry away, and deposit, with or without horses, carts, trams, waggons, and carriages, steam or locomotive engines, all or any of the minerals, mineral substances, rubbish, and refuse to be wrought, won, or gotten in, from, forth, and out of the said mines hereby limited; and full and free liberty, license, power, and authority to pull down, alter, vary, erect, build, cut, form, construct, set up, lay down, use, and occupy all such houses, hovels, sheds, lodges, buildings, erections, engines, furnaces, forges, foundries, canals, ponds, reservoirs, watercourses, tramroads, railways, or framed waggon ways, side ways, batteries, cuts, inclined planes, and other roads or ways, weighing and other machines, conveniences, devices, inventions, and works whatsoever already in use or hereafter to be invented, as shall from time to time be necessary, expedient, or convenient for the standing, lying, and placing of workmen, work-



houses, works, and utensils, and for the working and carrying on of the works of the said mines, and for the taking, leading, or carrying away, and depositing of the said minerals, mineral substances, rubbish, and refuse, whether produced from the said mines and minerals hereby limited, or from any other mines or lands; and to make, construct, and set up such gates, hedges, mounds, embankments, and other fences as shall or may be proper and sufficient for separating and fencing off any surface railways, tramroads, or watercourses from the lands adjoining thereto; and also from time to time to remove, take, and carry away all or any of the steam engines or other engines, furnaces, forges, foundries, and other buildings and erections, tramroads, railways, waggon ways, and weighing and other machines at their or his will and pleasure; and also to dig, get up, convert, and use stones, sods, peat, sand, clay, or spa, for making or building such houses or other buildings or works as aforesaid (but not for any other purpose); and powers generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of minerals and mineral substances, and for manufacturing and carrying away the same, as the said trustees or trustee for the time being shall deem necessary or expedient, whether such powers shall be of like nature with the liberties, licenses, powers, authorities, easements, and privileges respectively herein-before mentioned, or of any different nature.

4. Nothing herein contained shall authorise the use or disturbance for any purpose whatsoever of any part of the surface of the said lands within the distance of six hundred yards as the crow flies from the centre of the front door of Ruddington Grange, or of two hundred and fifty yards as the crow flies from the centre of the front door of Ruddington Manor House respectively, or the user or disturbance for any purpose whatsoever (except for the purpose of making and erecting air shafts, and if so, then not for the purpose of the depositing of spoil or refuse gotten in the process of making such air shafts,) of any part of the surface of such parts of the said lands as lie on the north-west side of the watercourse running on the south side of the village of Ruddington.

Limit as to disturbance of surface.

5. Nothing herein contained shall authorise the said trustees or trustee for the time being of the said term of two hundred and fifty years to work or get any mines, minerals, or mineral substances within the distance of one hundred yards measured horizontally from the centre of the front door of Ruddington Grange, or from the centre of the front door of Ruddington Manor House respectively, without the previous consent in writing

Limit as to working of mines.



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of the owners for the time being of the said Grange and Manor House respectively; but the said trustees or trustee shall be at liberty, but not so as to interfere with and endanger the safety and stability of the buildings] of the said Grange and Manor House respectively, to drive and make air ways or levels, being respectively not more than nine feet wide nor less than thirty-five yards apart, through each or any of the portions within the limits aforesaid of the said mines, minerals, and mineral substances, if the same air ways or levels shall be required for ventilating, working, or getting the other portions of the said mines, minerals, and mineral substances hereby limited, or any other mines, minerals, or mineral substances to be gotten from adjoining or neighbouring lands under the provisions in that behalf herein contained.

Engines and furnaces to consume their own smoke.

6. All engines and furnaces to be erected and set up in exercise of the powers herein-before contained shall be so constructed as to consume so far as practicable their own smoke.

Occupation rent in respect of surface of land interfered with.

7. The said trustees or trustee for the time being of the said term of two hundred and fifty years shall pay to the person or persons who for the time being shall be entitled to the surface of the said lands (subject to this Act) for every part of the surface of such lands which shall be entered upon, occupied, used, or interfered with by the said trustees or trustee, or any person or persons claiming under them or him, the clear yearly rent of eight pounds for every acre, and so on in proportion for every less quantity than an acre, such rent to be payable by half-yearly payments on the twenty-fifth day of March and the twenty-ninth day of September, and to commence in respect of all land entered upon, used, occupied, or interfered with as aforesaid during the first half year of the said term of two hundred and fifty years from the first day of September one thousand eight hundred and seventy-five; and in respect of all land which shall be entered upon, used, occupied, or interfered with as aforesaid in any subsequent half year, from such one of the said half-yearly days of payment of rent as shall occur next before such last-mentioned land shall have been first entered upon, used, occupied, or interfered with as aforesaid, or from such one of the said half-yearly days of payment of rent as shall occur next before the day on which the said trustees or trustee, or any person or persons claiming under them, shall be first entitled to enter upon, use, occupy, or interfere with such land, whichever shall be first, and to continue payable until the day of payment of rent next after the land in respect whereof such rent shall be payable shall have been cleared and restored, or paid for under the provision in that behalf herein-after contained.



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8. The said trustees or trustee for the time being of the said term of two hundred and fifty years shall pay or cause to be paid to every occupier (whether owner or tenant) of any land which may be taken, used, occupied, or interfered with by virtue hereof by the said trustees or trustee, or any person or persons claiming under them or him, a fair and reasonable sum of money by way of compensation for any crop which may happen to be growing on the said land when so taken, used, occupied, or interfered with, or for any lime or manure or unexhausted improvements thereon, and for all other loss or damage he may sustain in consequence of the exercise of any of the liberties hereby granted; and the said trustees or trustee, or any person or person claiming under them or him, shall not at any time enter upon, use, occupy, or interfere with any part of the surface of the said lands until six calendar months previous notice in writing shall have been given to the trustees or trustee for the time being of the will of the said Charles Paget, and to every tenant and occupier of the part of the surface of the said lands intended to be entered upon, used, occupied, or interfered with as aforesaid, and the amount of the compensation to be paid to every such occupier in respect of the part of the surface of the said lands so to be entered upon, used, occupied, or interfered with as aforesaid shall have been first agreed upon or ascertained and actually paid or tendered.

Compensation for growing crops or unexhausted improvements.

9. The said trustees or trustee for the time being of the said term of two hundred and fifty years, and all persons claiming under them or him, shall at all times do as little damage or injury as possible to the surface of the said lands, and to the trees, underwood, plants, crops, and herbage thereon, and to the buildings thereon or which may hereafter be erected thereon, and interfere as little as possible with the use and enjoyment of the said estate for residential and agricultural purposes; and also shall, from time to time, pay or cause to be paid to the trustees or trustee for the time being of the will of the said Charles Paget, and the tenants and occupiers of the said lands, full compensation for all loss or damage by abstraction of water or by severance, and for all other damage done or occasioned to any buildings upon or to the surface of any part of the said lands, or to the trees or underwood upon the estate, or the crops or cattle thereon by reason of the exercise of any of the liberties and authorities hereby granted.

Compensation for abstraction of water or severance.

10. It shall be lawful at all times for the trustees or trustee for the time being of the will of the said Charles Paget, and all tenants and other persons claiming under them or him, and all persons by him, them, or any of them in that behalf authorised, to pass and repass for all purposes, with or without horses, cattle, or other

Rights of way over surface of lands.

A.D. 1875. — animals, engines, waggons, carts, or other carriages, over, along, and across all roads, ways, and places on the surface of the said lands for the time being made, taken, used, or occupied by the said trustees or trustee for the time being of the said term of two hundred and fifty years, or any person or persons claiming under them or him, for agricultural or other surface occupation purposes, together with the right to use without payment all railways and tramways constructed by virtue of any of the liberties or authorities hereby granted for the conveyance for the use of the estate of all building materials, manure, ashes, lime, compost, or other substances or things, and also timber, faggots, and other wood, hay, corn, straw, and other produce of the said estate, interfering as little as reasonably may be with the operations of the said trustees or trustee of the said term of two hundred and fifty years, or any person or persons claiming under them or him, making compensation for any injury or loss which may be incurred by such user.

Restoration  
of surface.

11. The said trustees or trustee for the time being of the said term of two hundred and fifty years, and all persons claiming under them or him, shall, within six calendar months after the first day of January in every year, fill up and level or cause to be filled up and levelled (including the arching over of pits), and clear or cause to be cleared from roads, pit-hills, stone, and rubbish, and restore or cause to be restored to a state fit for agricultural purposes all such parts of the surface of the said lands occupied, injured, or interfered with prior to such first day of January by the said trustees or trustee, or any person or persons claiming under them or him, as shall no longer be required for the purposes of the works hereby authorised, and as shall not have been restored in pursuance of this proviso, and for the purpose of such restoration re-spread or cause to be re-spread the surface mould previously removed from the land in question, and provide and apply or cause to be provided and applied such other soil of good quality as may be requisite, and fence off or caused to be fenced off such land no longer required, and restore and reinstate or cause to be restored and reinstated all gates, fences, hedges, buildings, watercourses, and works which may have been upon or within such surface lands when they were entered upon by the said trustees or trustee, or any person or persons claiming under them or him, or else pay to the trustees or trustee for the time being of the will of the said Charles Paget, his heirs or assigns, the full value of such gates, fences, hedges, buildings, watercourses, and works, and also compensation after the rate of one hundred and fifty pounds for an acre, and so in proportion for greater or less quantities, in lieu of such restoration of the surface; and also with



a view to such restoration of the surface as aforesaid the said trustees or trustee for the time being of the said term of two hundred and fifty years, and all persons claiming under them or him, shall, at all times during the continuance of the said liberties and authorities hereby granted, and until the same shall be re-spread as aforesaid, keep separate by itself the mould and useful soil taken from the surface of any parts of the said lands by virtue of this Act.

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**12.** It shall be lawful for the trustees or trustee for the time being of the said term of two hundred and fifty years, with the consent in writing of a majority of not less than two thirds in value of the persons for the time being entitled beneficially in possession to the income of the trust premises, so as to include married women so entitled for their separate use, and so as that an infant be represented by his or her guardian or guardians, to demise and lease all or any of the mines or minerals or mineral substances (whether opened or unopened) in or under the said lands hereby limited for any term of years, being less than the then unexpired residue of the said term of two hundred and fifty years and not exceeding the term of sixty years, to take effect in possession or within six calendar months from the date of this demise, and either with or without all or any of the liberties, licenses, powers, authorities, easements, and privileges respectively herein-before given to the trustees or trustee of the said term, so as by every such lease there be reserved and made payable during the continuance of the term thereby granted such yearly certain rent in money, acreage rent in money, royalties, and reservations to be respectively reserved and made payable according to the custom of the county of Nottingham, as can, under the circumstances of the case, be reasonably had for the premises to be comprised therein, but nevertheless with or subject to any such allowance in respect of or deductions from any such rents and reservations as shall be thought reasonable, and shall be in accordance with the custom of the same county, and so as the same be made without any fine or premium for the making of the same, (such covenants, conditions, provisoes, reservations, and restrictions as are hereby authorised not being considered in the nature of a fine or premium,) and so also that in case any such lease shall be made on the surrender of a former lease, the value of the lessee's interest under such surrendered lease may be taken into account in fixing the terms of the new lease; and so as in every such lease there be contained a condition of re-entry or power to make void or determine the same in case the rents and reservations thereby reserved or any of them or any part thereof shall be unpaid within a reasonable time to be therein specified; and so as the respective lessees execute counterparts of their

Power of leasing.

A.D. 1875.

respective leases, and enter into such covenants and agreements as the person or persons making such respective leases shall deem expedient for working and managing the said mines and minerals and mineral substances, and for rendering the same as productive of rent as circumstances will permit, and for duly paying the rents, sums of money, and reservations thereby reserved and made payable; and so that in and by such leases respectively there may, if the lessors or lessor think fit, be reserved and contained any other exceptions, reservations, covenants, agreements, provisoes, or stipulations whatsoever which are usual in leases granted of mines and minerals and mineral substances in the said county of Nottingham, or which, though not usual in such leases, shall or may be deemed necessary or expedient for providing for the due working and management or for the advantageous letting of any mines and minerals and mineral substances so to be leased, or any works belonging thereto, or which may be otherwise proper in relation to the same, so that the same be not inconsistent with or tend to defeat the effect of the covenants or provisions herein-before respectively directed to be inserted therein.

Power to determine lease.

**13.** It may, in case the said trustees or trustee, and the persons or person whose consent is herein-before required, shall so think fit, in and by any lease to be granted under the power herein-before contained, be agreed that the lease shall be determinable by the lessee or lessees, his or their executors, administrators, or assigns, at any time or times, or in any case or cases to be in such lease specified in that behalf, on giving such notice of his or their desire to determine the same as shall be in such lease prescribed, and on payment on or before the expiration of such notice of all the rents, reservations, and other sums of money which shall have become previously and up to that time payable by virtue of such lease, yet so nevertheless that in case the lease gives to the lessee or lessees, his or their executors, administrators, or assigns, such power as aforesaid to determine the same, it shall also provide that the determination of the lease by notice as aforesaid shall not prejudice any right of action or other remedy which at the time of the determination of such lease may be subsisting against the lessee or lessees, his or their executors, administrators, or assigns, or any of them, by reason of any breach then already committed of any of the covenants, conditions, or agreements on the lessee's part in such lease contained.

Power to refer to arbitration.

**14.** It may in any such lease to be granted as aforesaid be stipulated that the lessee or lessees shall expend a given sum or shall not be obliged to spend more than a given sum within any time to be in such lease specified in or about working or searching for any



mine or minerals or mineral substances to be comprised in such lease, and be agreed that all or any questions which may arise touching the construction, effect, incidents, or consequences of the lease may be referred to and decided by arbitration in such manner as shall be prescribed by such lease. A.D. 1875.

**15.** It shall be lawful for the said trustees or trustee, with such consent as aforesaid, from time to time to enter into and accept any new covenants, stipulations, and other provisions in relation to any mines or minerals or mineral substances leased as aforesaid, or any lands and hereditaments, liberties, licenses, powers, authorities, easements, or privileges connected therewith, with and from any person for the time being entitled to the benefit of any lease which shall have been made of such mines or minerals or mineral substances by virtue of the power of leasing herein-before contained, by way of addition to or explanation or alteration of all or any of the covenants, stipulations, or provisions in such lease contained, yet so nevertheless that such lease shall when so added to, explained, or altered be conformable to the requirements of the same power, and so that the lessee or lessees execute a counterpart of every deed to be executed in pursuance of this provision. Power to vary lease.

**16.** It may be part of the arrangement upon the granting of any such mining leases as aforesaid that the lessee or lessees shall purchase any plant, machinery, or chattels (if any) for the time being belonging to the trustees or trustee of the said term of two hundred and fifty years, and convenient to be employed in working the mines or minerals or mineral substances demised or intended so to be by such lease, and the persons or person exercising the aforesaid power to grant mining leases shall have full power to arrange as to the terms of such purchase and the price to be paid. Power for lessee to purchase plant, &c.

**17.** It shall be lawful for the trustees or trustee for the time being of the said term of two hundred and fifty years, with such consent as aforesaid, to enter into contracts for the granting any such leases as aforesaid at a future time, and in and by any such contract to authorise the intending lessees or lessee to make trial borings for the purpose of proving the said mines, minerals, and mineral substances, or any of them, before the granting of the lease, and to make the granting of any such lease conditional or dependent on the result of any such trial borings, and in settling the terms of any such lease the expense or probable expense of any such trial borings may be taken into account, but the said trustees or trustee shall not be at liberty to make any such trial borings at the expense of the trust estate without such consent as is herein-before required in the case of a lease. Trial borings.



A.D. 1875.

Power to  
prosecute  
proceedings,  
&c.

**18.** It shall be lawful for the trustees or trustee for the time being of the said term of two hundred and fifty years, at their or his discretion, to bring, commence, defend, prosecute, and take all such actions, suits, and proceedings as they or he shall think proper for the purpose of protecting and defending the said mines, minerals, and mineral substances, or any of them, or the right to work and get the same, or for the purpose of enforcing any covenants, agreements, provisions, or stipulations contained in any lease or agreement for a lease to be made pursuant to the powers herein contained, or for any other purpose in connexion with the trust estate or the premises; and at the expense of the trust estate to employ such surveyors, agents, servants, and workmen as they or he shall think fit, and at such wages or remuneration as they or he shall think proper, and to do all other acts and things in relation to the trust estate as they or he may deem necessary or proper for effectuating any of the purposes of these presents.

Rents and  
royalties.

**19.** The said trustees or trustee for the time being of the said term of two hundred and fifty years shall, out of the moneys to arise from the working, winning, and getting of the said mines, minerals, and mineral substances, and the rents and royalties to become payable under any lease or leases or license or licenses which may be granted under the powers herein-before contained, raise and pay the several rents and sums of money payable by the said trustees or trustee under the provisions in that behalf herein-before contained, and the costs and expenses which may from time to time be incurred by the said trustees or trustee in or about the searching for, working, getting, and making merchantable the said mines, minerals, and mineral substances, or any of them, or in or about the execution of any of the trusts or powers herein contained, or otherwise in relation to the premises, with power for the said trustees or trustee, if they or he shall in their or his uncontrolled discretion think fit, from time to time to accumulate and form, and maintain or restore, a reserve fund not exceeding in amount or value at any one and at the same time the sum of two thousand two hundred and fifty pounds, by investing the said moneys, rents, and royalties, or any part thereof, in their or his names or name, or under their or his control, in or upon any such stocks, funds, shares, or securities as are mentioned in section twenty-six of this Act, with power from time to time to vary and transpose the said stocks, funds, shares, and securities as and when they or he shall think fit.

Rents and  
royalties,  
personal  
estate.

**20.** The said mines, minerals, and mineral substances, or so much thereof as shall be worked, won, or gotten by the said trustees or trustee during the said term of two hundred and fifty years, and the rents and royalties to become payable under any lease or leases,



or license or licenses which shall be granted in exercise of the powers herein-before contained, are hereby declared to be personal estate and to be transmissible accordingly. A.D. 1875.

**21.** The mines, minerals, and mineral substances which shall be worked, won, or gotten by the said trustees or trustee during the said term of two hundred and fifty years, and the rents and royalties to become payable under any lease or leases or license or licenses which shall be granted in exercise of the powers herein-before contained, shall be held by the said trustees or trustee upon trust for the said Joseph Paget, Mary Swaine, Lucy Paget, Ann Paget, Caroline Mellor, and Ellen Mellor in equal shares as tenants in common, but so that the respective shares of the said Mary Swaine, Lucy Paget, Ann Paget, Caroline Mellor, and Ellen Mellor shall be enjoyed and disposed of by them as separate property free from marital control, as if such shares had formed part of the testator's residuary personal estate. Trust fund.

**22.** The reserve fund and the income thereof shall be held upon trusts corresponding so near as may be with the trusts herein declared of the trust fund, but with power for the trustees or trustee for the time being, at their or his discretion, from time to time to apply any part of the corpus of the reserve fund as income, in case from any special circumstances sufficient, in the opinion of the said trustees or trustee, to justify such application, there shall be any extraordinary claim upon the income of the trust fund, it being intended that the reserve fund shall, if and so often and to such extent as the trustees or trustee, in their or his absolute and uncontrolled discretion shall from time to time think fit, be applied so as to prevent or diminish any extraordinary reduction in the amount of the income of the trust shares in any particular year or years. Reserve fund.

**23.** The sum of two thousand two hundred and fifty pounds referred to in the chief clerk's certificate of the twenty-third day of March one thousand eight hundred and seventy-five (and which, with the investments thereof, is herein-after referred to as "the expense fund,") shall be paid to the trustees or trustee of the said term of two hundred and fifty years, and as respects so much thereof as shall not be required for immediate purposes may be invested by them or him upon any such stocks, funds, shares, or securities as are herein-after mentioned, and the surplus income thereof may in like manner from time to time be invested in the way of compound interest in augmentation of the expense fund. Expense fund.

**24.** The expense fund and the income thereof shall be held by the trustees or trustee as a fund for the payment thereof of the Trusts of expense fund.



A.D. 1875.

costs of all parties in the said suit (including as part thereof the costs of obtaining this Act), and, subject thereto, for payment of such expenses as the trustees or trustee may incur in or about ascertaining or endeavouring to ascertain the existence, value, depth, or other circumstances connected with the mines, minerals, and mineral substances which are or are supposed to be in or under the said estates devised by the said will of the said Charles Paget, and as respects the residue (if any) which, after answering the purposes aforesaid, shall remain of the expense fund, or the income thereof, they shall hold the same upon the trusts herein expressly or by reference declared of and concerning the "reserve fund" and the income thereof, or as near thereto as circumstances will permit.

Exercise of powers.

**25.** The powers conferred by this Act shall not be exerciseable until it shall have been certified by the chief clerk of the judge to whose court the said suit of *Paget v. Mellor* is attached (and who is hereby authorised to certify the same upon such evidence as he may deem sufficient) that the said sum of two thousand two hundred and fifty pounds has been contributed in pursuance of the proposals herein-before mentioned, and has been paid to the trustees or trustee for the time being of the said term of two hundred and fifty years.

Investment clause.

**26.** Any moneys by this Act directed or authorised to be laid out or invested by the said trustees or trustee shall or may be laid out or invested in their or his names or name, or under their or his control, in any of the Parliamentary or public stocks or funds of the United Kingdom or India or any colony or dependency of the United Kingdom, or in Exchequer bills or stock of the Bank of England, or at interest upon any securities guaranteed by the British Government or by the Government of India, or upon the security of or mortgage or mortgages of hereditaments situate in Great Britain, Ireland, or India, (including copyhold hereditaments and leasehold hereditaments held for any term of which not less than sixty years shall be unexpired at the date of such investment,) or in or upon the guaranteed or preference stock or shares, or the bonds, mortgages, or debentures, or debenture stock of any railway or other public company in Great Britain, Ireland, or India, or any other colony or dependency of the United Kingdom, incorporated by Act of Parliament or Royal Charter or Act of local legislature, and which for two consecutive years immediately preceding such investment shall have paid a dividend of not less than three pounds per cent. per annum on the ordinary stock or shares of the company, and the trustees or trustee shall have power from time to time to vary and transpose the said stocks, funds, shares, and securities as they or he shall think fit: Provided always, that every such



investment, variation, or transposition as aforesaid be with such consent as is herein-before required to the exercise of the power of leasing herein-before contained. A.D. 1875.

**27.** It shall not be lawful for any person or persons entitled or interested absolutely or otherwise to or in any trust share or trust shares not amounting in the aggregate to the entirety of the trust fund to compel any sale or partition of the mines, minerals, or mineral substances comprised in the said term of two hundred and fifty years. Restriction on sale or partition.

**28.** The power of appointing a new trustee or new trustees of the said term of two hundred and fifty years in the place of any trustee or trustees who shall die or desire to be discharged, or refuse or become unfit or incapable to act, shall, with such consent as is herein-before required to the exercise of the power of leasing herein-before contained, be exerciseable by the surviving or continuing trustees or trustee for the time being, or the acting executors or executor, administrators or administrator, of the last surviving and continuing trustee, or by the last retiring trustees or trustee, and upon every or any such appointment the number of trustees may be augmented or reduced (yet not so as to reduce their number to less than two), and (in addition to the ordinary indemnity and right to reimbursement by law given to trustees) the trustees or trustee for the time being of the said term shall be at liberty to dispense wholly or partially with the investigation or production of the lessor's title on lending money on leasehold securities, and shall not be answerable for any loss thereby occasioned; and the said Edward Daniel Mellor, who is an attorney and solicitor, and has at the special request of the other parties interested accepted the trusteeship under this Act, shall be entitled to be paid his usual professional charges for business to be done by him in matters relating to the trust. Power to appoint new trustees.

**29.** Notwithstanding anything herein contained, the trustees or trustee for the time being of the said term of two hundred and fifty years shall not be in anywise personally liable for the payment of any of the rents and sums of money payable by the said trustees or trustee under the provisions in that behalf herein-before contained, or for any of the costs and expenses to be incurred in or about the searching for, working, getting, or making merchantable the said mines, minerals, and mineral substances, or otherwise in the execution of any of the trusts or powers herein-before contained, it being the true intent and meaning of this Act that all such rents, sums of money, costs, and expenses shall be payable by the said trustees or trustee only out of the moneys for the time being in their hands Indemnity of trustees.



A.D. 1875. subject to the trusts of this Act, and the said trustees or trustee shall not incur any liability by reason of the insufficiency of the moneys for the time being in their or his hands subject to the trusts of this Act, for the payment of such rents, sums of money, costs, and expenses, or any of them.

General saving.

**30.** Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, and administrators (other than the persons by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, into, out of, or upon the hereditaments devised by the will of the said Charles Paget, or any part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Exceptions.

**31.** The following persons are excepted out of the general saving clause in this Act contained, and they accordingly are the only persons bound by this Act; that is to say,

(A.) The said Joseph Paget, and his assigns, and the sons or son to be born of the said Joseph Paget, their or his heirs and assigns:

(B.) The said Lucy Paget, her heirs and assigns, and the children or child to be born of the said Lucy Paget, and the heirs and assigns of such children or child:

(C.) The said Ann Paget, her heirs and assigns, and the children or child to be born of the said Ann Paget, and the heirs and assigns of such children or child:

(D.) The said William Edward Swaine and Mary Swaine his wife, and the heirs and assigns of the said Mary Swaine:

(E.) The said John William Mellor and Caroline Mellor his wife, and the heirs and assigns, and the children born, and the children or child to be born of the said Caroline Mellor, and the heirs and assigns of such children or child:

(F.) The said Alfred Mellor and Ellen Mellor his wife, and the heirs and assigns, and the children born, and the children or child to be born of the said Ellen Mellor, and the heirs and assigns of such children or child:

(G.) The said Joseph Paget, John William Mellor, and Richard Enfield, as executors of the will of the said Charles Paget, their executors and administrators, and the said John William Mellor, Richard Enfield, Joseph Paget, and William Moseley Mellor, as trustees of the hereditaments devised by the will of the said Charles Paget:



(H.) The said George Kenrick and Edward Daniel Mellor, as such trustees as aforesaid of the term of 250 years: A.D. 1875.

(I.) All future trustees in their capacity of trustees only.

**32.** This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised to print the statutes of the United Kingdom; and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others. Act as  
printed by  
Queen's  
Printers to  
be evidence.

## The FIRST SCHEDULE referred to in the foregoing Act.

A.D. 1875.

Tenants.	Description.	Quantity.		
		A.	R.	P.
In hand - -	South Hungerford Close - - -	6	1	3
Plowright, Richard -	Far Hungerford Close - - -	7	3	30
Various - -	Moor Close Pasture or Brickfields, and two cottages.	6	3	34
Gunn, Robert - -	Moor Close Meadow - - -	6	2	35
Plowright, Richard -	Home Close Meadow - - -	5	2	0
Plowright, Richard -	Little Home Close Meadow - - -	1	3	29
James, Thomas - -	Low Moor Meadow or Rushes - - -	5	0	36
James, Thomas - -	Near Moor Low Close - - -	4	0	0
In hand, and various -	Garden Close - - -	8	0	32
Plowright, Richard -	Little Garden Close - - -	3	0	19
Plowright, Richard -	Shaw's Meadow - - -	2	0	21
Gunn, Robert - -	Estropp Leys - - -	6	0	2
Plowright, Richard -	Home Close - - -	1	2	39
Gunn, Robert - -	Orchard - - -	1	0	2
Gunn, Robert - -	Homestead - - -	0	2	33
Gunn, Robert - -	Garden - - -	0	1	5
Gunn, Robert - -	House and garden and outbuildings - - -	0	1	16
Plowright, Richard -	House and garden - - -	0	3	9
Gunn, Robert, and others.	Little Low Moor Close - - -	7	1	6
In hand - -	Low Moor Close - - -	19	0	25
	Mansion House called Ruddington Grange, stables, farm and other buildings, conservatories, gardens, pleasure grounds, cottages, plantations, and entrance lodge.			
In hand - -	Little Sooty Acres - - -	67	3	35
	Near Cheetham Bushes - - -			
	Little Shetham Close - - -			
	Great Shetham Close - - -			
	Great Barn Close - - -			
	Great Low Moor - - -			
	Part of Nottingham Gate Close - - -			
	Arner Hill Close - - -			
Mellor, Alfred - -	House and garden - - -			
In hand - -	Arner Hill Corner - - -	0	1	4
In hand - -	Sooty Acres, with cottage farm buildings thereon.	21	0	16
In hand - -	Bird Hades and High Mere - - -	32	3	38
In hand - -	Thistley Furlong and Fulsick Close - - -	33	3	18
In hand - -	Far Notham - - -	6	1	22
Gunn, Robert - -	Near Notham - - -	6	3	25
Various - -	Two houses and gardens - - -	0	3	23
In hand - -	Long Notham - - -	8	1	3
In hand - -	Stainer Tongue - - -	2	1	21
In hand - -	Fulsick Meadow - - -	3	0	31
	Carried forward - - -	A.	279	2 12



A.D. 1875.

Tenant.	Description.	Quantity.		
		A.	R.	P.
	Brought forward	279	2	12
In hand	Fulsick Meadow	4	0	23
In hand	Plantation	0	2	20
In hand	Plantation	1	1	11
In hand	Brook Bank	9	1	30
In hand	Stainer Close	30	0	30
In hand	Brook Meadow	6	1	22
Plowright, Richard	Broad Sick Sides	5	1	1
Plowright, Richard	Robinson's Close	5	1	32
Shelton and Cross	Bridge Close and Mill Field	6	0	21
Plowright, Richard	Fair Holm Close	5	3	34
Plowright, Richard	Little Broad Sick Close	4	0	17
In hand	Gunn's Meadow	11	0	12
In hand	Bradsick Close	25	0	23
In hand	Ling End's Meadow	14	0	29
In hand	Spinny	0	1	30
In hand	Middle Lings Meadow and Swamp Lings Meadow.	20	2	18
Plowright, Richard	Rough Lings	8	0	2
Swift	Little Tup Lings	3	2	23
	Wilford Lane	4	0	26
James, Thomas	Handkerchief Close	4	0	33
Plowright, Richard	Lane Close	5	3	35
Plowright, Richard	Arable Close	6	0	28
Plowright, Richard	Pasture Close	2	2	20
Plowright, Richard	Grass Lane	0	1	21
Plowright, Richard	Bondman Ling	4	2	0
Cave, Thomas	Bondman Ling	6	1	8
Cave, Thomas	Marshall's Close	2	0	35
Cave, Thomas	Barn Close	1	2	18
In hand	Plantation			
James, Thomas	West Lane		12	1
In hand	Plantation			15
In hand	Plantation			
In hand	Barn Close	10	3	11
In hand	Top Whitwell	7	3	31
In hand	Bottom Whitwell	8	3	5
In hand	Far Smedley Grave	6	1	30
In hand	Near Smedley Grave	6	3	4
In hand	Brook Close	9	2	23
In hand	Nixon Close	6	2	7
		A.	549	0
			20	

A.D. 1875.

## The SECOND SCHEDULE referred to in the foregoing Act.

Tenant.	Description.	Quantity.		
		A.	R.	P.
Gunn, Thomas	- Seven Acres and Pike Close	9	2	20
Gunn, Thomas	- Bessey's Park	16	2	19
Gunn, Thomas	- Bessey's Park	4	0	32
Gunn, Thomas	- Old Moor Gate Close	6	1	16
Gunn, Thomas	- House, farm buildings, yard, and garden			
Gunn, Thomas	- Far Field	5	3	14
Gunn, Thomas	- Uster Dale and Uster Cliffe	13	0	1
Gunn, Thomas	- Stubb Furlong	6	0	33
Gunn, Thomas	- Brook Moor	8	3	21
Gunn, Thomas	- Old Moor Furlong	13	0	12
Gunn, Thomas	- Moor	10	1	16
Gunn, Thomas	- Moor	15	2	4
Gunn, Thomas	- Lyman Rood and Moor	16	2	33
Gunn, Thomas	- Nether Close	12	2	26
Gunn, Thomas	- Little Meadow	10	3	21
Gunn, Thomas	- Top Meadow	10	2	26
Gunn, Thomas	- Bottom Meadow	14	2	11
Scott, Lawrence	- Gotham Meadow	10	1	34
Scott, Lawrence	- Big Meadow	14	3	5
Gunn, Thomas	- Old Meadow	12	1	27
Gunn, Thomas	- Little Meadow	6	3	6
Scott, Lawrence	- Blake Doles	14	1	37
Scott, Lawrence	- Blake Doles	9	1	21
Scott, Lawrence	- Meadow Close	8	1	4
Scott, Lawrence	- Lower West Long Moor	5	2	31
Scott, Lawrence	- Lower Middle Long Moor	9	0	6
Scott, Lawrence	- Lower East Long Moor	9	1	6
Gunn, Thomas	- Low Moor	5	2	24
Gunn, Thomas	- Western Close	17	1	34
Cripwell, Richard	- Western Close	5	3	33
Cripwell, Richard	-			
Shelton, William	-			
Cripwell, Richard	- House, farm buildings, yard and garden, and stackyard piece			
Towers, James	- The Distillery farm buildings and yards	0	1	29
Towers, James, and Henry Price.	- House and garden	0	1	17
Shelton, William	- Orchard	0	1	16
Gunn, Thomas	- Town End Close	1	1	4
Gunn, Thomas	- Pasture Close	0	0	36
Gunn, Thomas	- Pasture Close	2	0	13
Towers, James	- Low Moor	9	3	6
Gee, Richard	- Pasture Close	1	1	39
Various	- New Road Cottage Gardens	3	0	19
Towers, James	- Pasture Leys	12	2	38
		A.	336	2 30

Together with a moiety of the road adjoining Far Fields, Seven Acres, and Pike Close, Town End Close, Pasture Close, New Road Cottage Gardens, and Pasture Leys, and the use of the entirety of the said road to the village of Ruddington, subject to paying a proportion of the repairs, and subject also to the right of road mentioned in the third schedule hereto.



The **THIRD SCHEDULE** referred to in the foregoing Act.

A.D. 1875.

Tenant.	Description.	Quantity.			
		A.	R.	P.	
Gunn, Thomas - -	Lyman Rood - - - -	14	0	17	
Gunn, Thomas - -	Lyman Rood and Moor - - - -	10	1	31	
Gunn, Thomas - -	Nether Close - - - -	9	3	3	
Gunn, Thomas - -	Lower Lyman Rood - - - -	17	1	0	
Gunn, Thomas - -	Cottage Closes and Lyman Roods - - - -	26	3	21	
Gunn, Thomas, and part in hand.	Far Lyman Roods - - - -	11	0	39	
Gunn, Thomas - -	Adjoining Pasture - - - -	3	3	30	
Gunn, Thomas - -	Barns, sheds, and yards - - - -	0	1	5	
Gunn, Thomas - -	Far Meadow - - - -	5	1	8	
Gunn, Thomas - -	Far Meadow - - - -	8	0	26	
Oliver, Thomas - -	Cottage Close - - - -	0	3	8	
Oliver, Thomas - -	Cottage Close - - - -	1	1	33	
Oliver, Thomas - -	Cottage Close - - - -	0	2	38	
Oliver, Thomas - -	Cottage Close - - - -	1	1	26	
Mee, John - - -	Cottage Meadow - - - -	1	3	0	
Mee, John - - -	Cottage Meadow - - - -	1	0	21	
Mee, John - - -	Cottage Close - - - -	1	1	28	
Hayes, Diana - -	Cottage Close - - - -	2	0	21	
In hand - - -	Plantation - - - -	1	0	13	
Hayes, Diana - -	Cottage Meadow - - - -	2	3	2	
Hayes, Diana - -	Cottage Meadow - - - -	2	3	10	
Hayes, Diana - -	Cottage Close - - - -	1	2	22	
Gee, Richard - -	Cottage Meadow - - - -	1	2	16	
Gee, Richard - -	Cottage Meadow - - - -	1	1	20	
Gee, Richard - -	Cottage Meadow - - - -	1	1	17	
Gee, Richard - -	Cottage Close - - - -	1	1	16	
Gee, Richard - -	Cottage Meadow - - - -	1	1	28	
Sanday, John - -	Cottage Meadow - - - -	1	1	23	
Sanday, John - -	Cottage Meadow - - - -	3	0	4	
Parker, Stephen - -	Cottage Close - - - -	2	3	22	
Parker, Stephen - -	Cottage Meadow - - - -	1	2	20	
Gee, Richard - -	Cottage Meadow - - - -	1	2	4	
Gee, Richard - -	Cottage Meadow - - - -	1	0	17	
Gee, Richard - -	Cottage Meadow - - - -	1	3	11	
Barnes, William - -	Cottage Close - - - -	1	2	31	
Barnes, William - -	Cottage Close - - - -	1	0	36	
Barnes, William - -	Cottage Close - - - -	0	2	34	
Barnes, William - -	Cottage Close - - - -	0	3	14	
Towers, James - -	Cottage Close - - - -	0	3	34	
Towers, James - -	Cottage Meadow - - - -	3	1	13	
Towers, James - -	Cottage Close - - - -	1	0	32	
Mee, John - - -	Cottage Meadow - - - -	0	2	34	
Parker, Stephen - -	Cottage Close - - - -	1	3	16	
Stubbs, George - -	Cottage Meadow - - - -	1	3	2	
Carried forward - - - -		A.	161	1	6

A.D. 1875.

Tenant.	Description.	Quantity.		
		A.	R.	P.
	Brought forward	161	1	6
Stubbs, George -	Cottage Meadow	3	3	2
Stubbs, Mary -	Cottage Close	1	3	11
Eaton, Richard -	Cottage Meadow	1	3	8
Cross, Ann -	Cottage Close	1	3	12
Gunn, John -	Cottage Close	1	3	35
In hand	Road			
Barnes, William -	Cottage Close	1	3	10
Henson, John -	Cottage Meadow	1	3	19
Gunn, Samuel -	Cottage Meadow	1	3	11
Henson, Thomas -	Cottage Pasture	1	3	2
Henson, John -	Cottage Close	1	3	21
Winfield, James -	Cottage Close	2	0	4
Henson, Thomas -	Crankholme Meadow	4	0	31
Gunn, Samuel -	Crankholme Meadow	4	2	2
Barnes, William -	Crankholme Close	2	0	14
Barnes, William -	Crankholme Close	2	0	38
Ossinbrook, Thomas -	Old Meadow	9	0	33
Mee, John -	Crankholme Close	2	0	17
Mee, John -	Crankholme Close	2	0	34
Gunn, Thomas -	Far Meadow	8	3	8
Gunn, Thomas -	Upper and Lower Meadows	16	3	18
Gunn, Thomas -	Pasture Leys up to High Sleeth, and Hovel Close.	20	1	13
Shelton, William -	Upper Sandy Watering	5	0	5
Smith, Richard -	Little Holme Meadow	11	0	26
Sanday, John -	Pasture Close	2	3	12
Sanday, John -	Little Hoe	5	0	31
Shelton, William -	Sow Moor	7	1	31
Shelton, William -	Sandy Watering and Sow Moor	9	3	25
Shelton, William -	Long Sandy Watering	6	0	18
Gee, Richard -	Long Sandy Watering	3	0	24
Smith, Richard -		6	0	0
Smith, Richard -	West End Cottage Gardens	16	1	12
	A.	329	1	13

Together with a right of road across the east end of Bessey's Park (16, 2, 19), in the second schedule above written, to the road leading to the village of Ruddington, and also the use of the said last-mentioned road, and of the road leading to the Ruddington and Clifton Lane, subject to paying a proportion of the repairs of the said roads respectively. And together with a moiety of the road adjoining the West End Cottage Gardens, and the use of the entirety of the said road to the village of Ruddington, subject to paying a proportion of the repairs.



## The FOURTH SCHEDULE referred to in the foregoing Act. A.D. 1875.

Tenant.	Description.	Quantity.		
		A.	R.	P.
Oliver, Mary -	Fairholme Hill - - - -	1	0	11
James, Thomas -	Steadfold's Close - - - -	21	3	22
James, Thomas -	Marlpit Close - - - -	9	1	28
James, Thomas -	Fairholme - - - -	4	1	35
James, Thomas -	Brook Close - - - -	8	1	22
Gunn, John -	Quarter Close - - - -	2	0	34
Gunn, John -	Quarter Close - - - -	2	1	20
Henson, John -	Cottage Close - - - -	2	2	32
Cripwell, John -	Cottage Close - - - -	2	3	6
Cripwell, John -	Cottage Close - - - -	1	0	35
Cripwell, John -	Cottage Close - - - -	1	2	12
Parker, Stephen -	Cottage Close - - - -	0	3	27
Parker, Stephen -	Cottage Close - - - -	0	2	10
Parker, Stephen -	Cottage Close - - - -	1	1	22
Gunn, John -	Cottage Close - - - -	1	3	4
Gunn, John -	Cottage Close - - - -	1	0	26
Barnes, William -	Cottage Close - - - -	1	0	30
Barnes, William -	Cottage Close - - - -	2	0	20
Cripwell, John -	Milking Stand Close - - - -	0	3	26
Gunn, John -	Quarter Closes and Cottage Closes - - - -	4	2	7
In hand -	Quarter Closes and Cottage Closes - - - -	0	0	30
Cripwell, John -	Quarter Closes and Cottage Closes - - - -	2	0	0
Cripwell, Richard -	Quarter Closes and Cottage Closes - - - -	2	0	0
Eaton, Richard -	Quarter Closes and Cottage Closes - - - -	2	0	0
Gunn, John -	Quarter Closes and Cottage Closes - - - -	6	0	0
Gunn, Robert -	Quarter Closes and Cottage Closes - - - -	4	0	0
Gunn, Samuel -	Quarter Closes and Cottage Closes - - - -	1	3	10
Henson, John -	Quarter Closes and Cottage Closes - - - -	1	0	0
Henson, Thomas -	Quarter Closes and Cottage Closes - - - -	1	0	0
Ossinbrook, Thomas -	Quarter Closes and Cottage Closes - - - -	3	0	0
Sanday, John -	Quarter Closes and Cottage Closes - - - -	1	0	0
Stubbs, George -	Quarter Closes and Cottage Closes - - - -	1	0	0
Gunn, John -	Cottage Close - - - -	1	2	0
Gunn, John -	Cottage Close - - - -	1	1	15
Gunn, John -	Cottage Close - - - -	1	1	12
Cross, Mrs. -	Cottage Close - - - -	1	1	23
Cross, Mrs. -	Cottage Close - - - -	1	1	8
Cross, Mrs. -	Cottage Close and Garden - - - -	1	1	30
Eaton, Richard -	Cottage Close - - - -	1	1	30
Eaton, Richard -	Cottage Meadow - - - -	1	1	21
Eaton, Richard -	Cottage Meadow - - - -	1	1	16
Stubbs, Jane -	Cottage Meadow - - - -	1	2	1
Stubbs, Jane -	Cottage Meadow - - - -	1	1	3
Stubbs, Jane -	Cottage Close - - - -	1	1	22
Stubbs, George -	Cottage Meadow - - - -	1	1	28
	Carried forward - - - - A.	115	2	38

A.D. 1875.

Tenant.	Description.	Quantity.		
		A.	R.	P.
	Brought forward	115	2	38
Stubbs, George	Cottage Meadow	1	1	29
Stubbs, George	Cottage Meadow	2	3	13
Stubbs, George	Cottage Meadow	1	1	7
Stubbs, George	Cottage Meadow	1	1	10
Henson, John	Cottage Meadow	2	3	16
Henson, John	Cottage Meadow	1	1	26
Winfield, James	Cottage Close	2	3	20
Winfield, James	Cottage Close	1	1	31
Gunn, Samuel	Cottage Meadow	2	2	38
Gunn, Samuel	Cottage Meadow	1	1	28
Henson, Thomas	Cottage Meadow	2	3	26
Henson, Thomas	Cottage Pasture	1	1	28
Ossinbrook, Thomas	Cottage Close	2	3	10
Ossinbrook, Thomas	Cottage Close	1	1	28
Towers, James	Cottage Pasture	2	3	20
Towers, James	Cottage Close	1	1	30
In hand	Road			
		A.	148	0 38



The FIFTH SCHEDULE referred to in the foregoing Act.

A.D. 1875.

Tenant.	Description.	Quantity.			
		A.	R.	P.	
In hand - -	Mansion House called Ruddington Manor House, with the billiard table, oil painting, and fixtures therein, and the stables, coach-house, outbuildings, offices, yard, garden, pleasure ground, and plantations.	3	1	26	
In hand - -	Pleasure ground, plantation, &c. - -	2	2	11	
Severn, Miss, and Cave, and part in hand.	Messuage or dwelling-house, stables, cow-houses, farm buildings and offices, yards, gardens, pleasure ground, and plantation.	1	2	8	
James, Thomas - -	Shepherd's Lodge and Garden - - - }	13	0	23	
James, Thomas - -	North Lawn - - - - - }				
James, Thomas - -	The Park or North Lawn - - - - -	7	2	2	
James, Thomas - -	Farm buildings, stackyard, &c. - - -	0	1	20	
Cripwell, John - -	Two cottages, buildings, and gardens - -	0	1	23	
Shipsides, John - -					
Eaton, Richard - -	Two cottages and gardens - - - - -	0	2	10	
Henson, Joseph - -					
In hand - - - -	Garden - - - - - - - - - - -	0	2	13	
In hand - - - -	Plantation - - - - - - - - - -	0	2	1	
Cumberland, Gervase } Cumberland, Thomas } Cumberland, Sidney - } Widdinson, Elizabeth }	Seven cottages and gardens - - - - -	0	2	1	
James, Thomas - -					
Lacey, Sarah - - -					
Stevenson, James - -					
Henson, Thomas - -	Two cottages and yards - - - - -	0	0	8	
In hand - - - - -					
James, Thomas - -	Cottage Close - - - - - - - - -	0	3	33	
James, Thomas - -	Great Granmoor - - - - - - - - -	23	1	29	
In hand - - - - -	Plantation - - - - - - - - - - -	1	0	35	
James, Thomas - -	Granmoor - - - - - - - - - - - -	9	0	2	
James, Thomas - -	Western Close - - - - - - - - - -	13	0	16	
		A.	78	3	21

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