

THE
PRIVATE ACTS

PASSED IN THE
FORTY-FIFTH AND FORTY-SIXTH YEARS

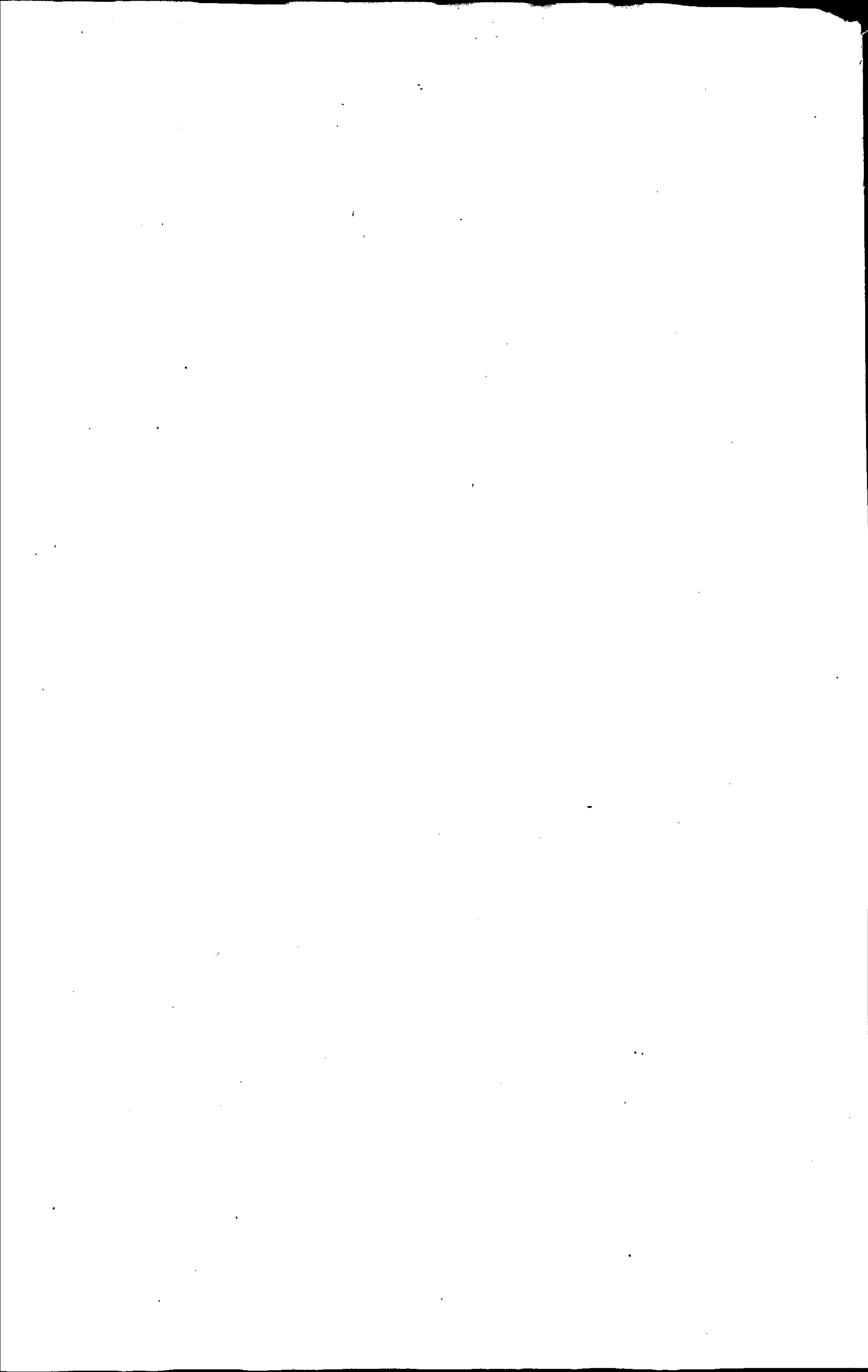
OF THE REIGN OF HER MAJESTY
QUEEN VICTORIA;

BEING THE
THIRD SESSION OF THE TWENTY-SECOND PARLIAMENT OF
THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND.



LONDON:
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1882.

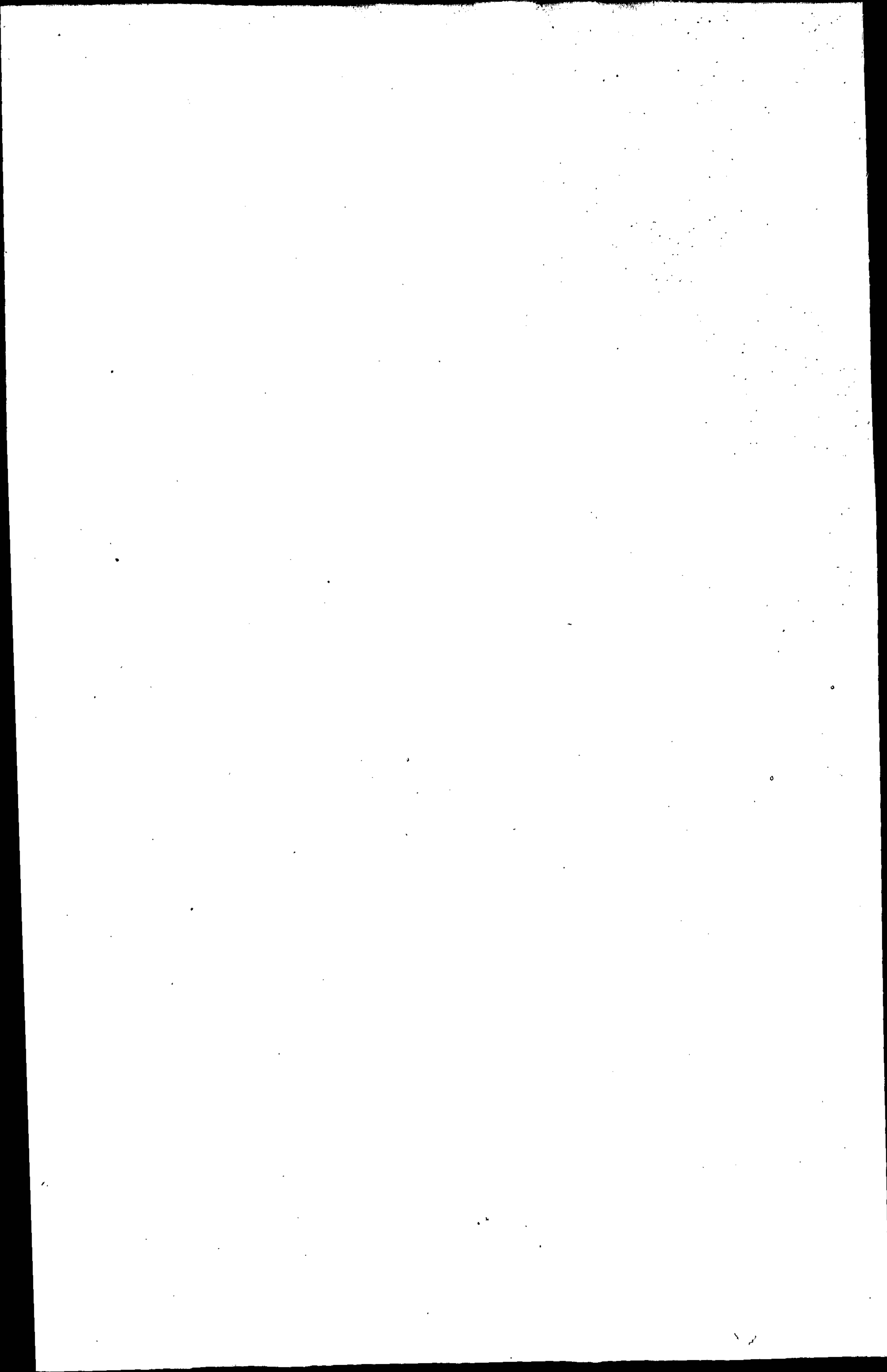


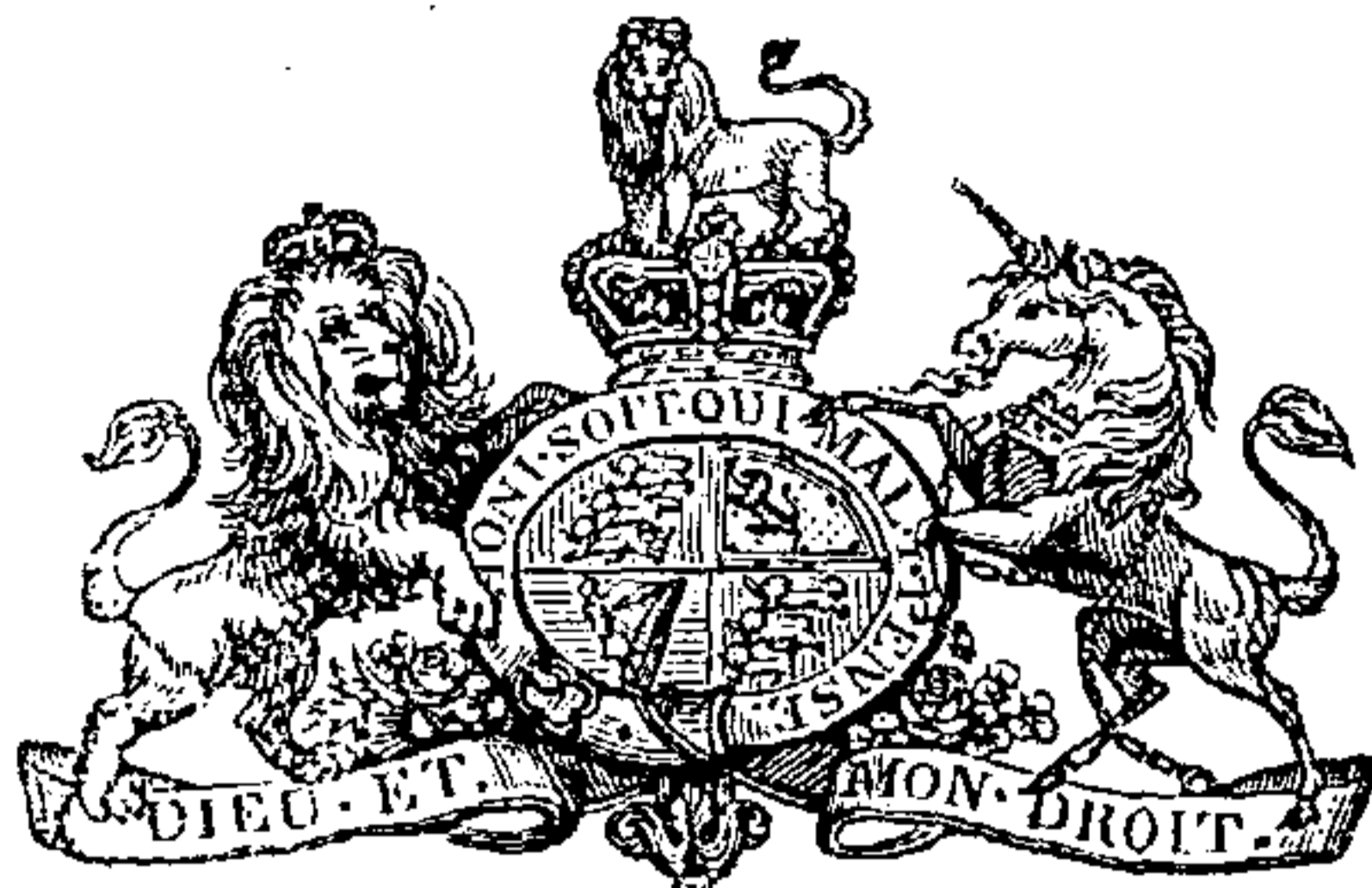
PRIVATE ACTS,

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AND WHEREOF THE PRINTED COPIES MAY BE GIVEN IN EVIDENCE.

1. **A**N Act for confirming certain arrangements made between the co-partnership of Crawshay Brothers and their landlords respecting the lease of the Cyfarthfa works and property in the parish of Merthyr Tydfil in the county of Glamorgan; and for other purposes.
2. An Act to provide during the subsistence of the trust for accumulation contained in the Will of Thomas George Corbett Esquire deceased an annual sum for maintenance of the person of full age entitled in immediate expectancy and to enable the grant of jointures by persons entitled in expectancy and for other purposes.
3. An Act to enable the Trustees of the Earl of Aylesford's Settled Estates to raise money for payment of his Debts, and for vesting in such Trustees his Life Interest in the Settled Estates and for other purposes.
4. An Act for carrying into effect an arrangement respecting the Estates of His Highness Maharajah Duleep Singh.
5. An Act to give to the Trustees of the Will of Sir Richard Colt Hoare Baronet deceased power to sell property settled by the Testator.





CHAPTER 1.

An Act for confirming certain arrangements made between the co-partnership of Crawshay Brothers and their landlords respecting the lease of the Cyfarthfa works and property in the parish of Merthyr Tydfil in the county of Glamorgan; and for other purposes. [24th July 1882.] A.D. 1882.

WHEREAS by an indenture of lease dated the 12th day of June 1862 (in this Act referred to as the lease of 1862) and made between George Rice Baron Dynevor and Thomas Allen and Thomas William Booker of the one part and William Crawshay (who and other the persons for the time being entitled under that lease was and were therein and is and are in the present recital thereof comprised in the term the said lessee) of the other part First the blast furnaces buildings and lands at Cyfarthfa and elsewhere in the parish of Merthyr Tydfil and county of Glamorgan therein specified (in this Act referred to as the demised surface property) And secondly all (except as therein excepted) the mines veins seams beds or strata of coal iron-stone iron-ore limestone freestone and other stone clay fire-clay and sand and other fossils and substances found and to be found within or upon the lands in the said parish therein specified (which mines and other hereditaments therein secondly described are in this Act referred to as the demised minerals and which demised surface property and demised minerals together are in this Act referred to as the Cyfarthfa works and property) together with the rights powers easements privileges and authorities relating to the Cyfarthfa works and property thereby granted for the purposes therein expressed and especially for the purposes of enabling the said lessee to work the demised minerals and to carry on the manufacture of iron and to carry away and dispose of the products of such respective works were demised by the said George Rice Baron Dynevor and the said Thomas Allen and Thomas William Booker and each of them according to their respective estates and interests to the said William Crawshay (in this Act called William Crawshay)

1862—June 12—Lease of Cyfarthfa works and property by George Rice Lord Dynevor and others entitled in undivided moieties to William Crawshay for sixty years.

A.D. 1882. his executors administrators and assigns for the term of sixty years commencing on the 25th day of March 1864 at the yearly certain rent of two thousand pounds payable in respect of the demised surface property and at the yearly certain rent of five thousand pounds payable in respect of the demised minerals and at the several royalties and out-stroke and way-leave rents therein specified and under and subject to the covenants clauses and conditions therein contained and on the part of the said lessee to be performed observed and kept an abstract of the operative part of which lease as far as the same is material for the purposes of this Act is set forth in Part I. of the First Schedule to this Act :

Title of
George
Rice Lord
Dynevor to
one undi-
vided moiety.

And whereas at the date of the lease of 1862 the said George Rice Baron Dynevor as regards one undivided moiety of the Cyfarthfa works and property was absolutely entitled thereto in fee simple in possession or being so entitled to part thereof had an absolute power of appointment over the residue thereof :

1868—De-
cember 1—
Will of
George
Rice Lord
Dynevor
settling his
undivided
moiety.

And whereas the said George Rice Baron Dynevor by his will dated the 1st day of December 1868 gave devised and appointed (among other hereditaments) the undivided moiety of the manors lands and hereditaments situate in the county of Glamorgan and known as the Llancayah estate which estate comprised the Cyfarthfa works and property to the use of George Fitzroy and Charles Alexander Wood their executors administrators and assigns for a term of one thousand years from the testator's decease Upon trust to raise portions for daughters and younger sons of Edward Folliott Wingfield by the testator's late daughter Frances Emily his wife and subject thereto To the use of John Robert Earl Sydney therein called by his then title of Viscount Sydney his executors administrators and assigns for a term of five hundred years from the testator's decease Upon trust to raise divers annual sums and subject thereto To the use of Edward Rhys Wingfield eldest son of the said Edward Folliott Wingfield for life without impeachment of waste with remainder To the use of his first and other sons successively in tail male with remainder To the use of Charles George Lewis Wingfield second son of the said Edward Folliott Wingfield for life without impeachment of waste with remainder To the use of his first and other sons successively in tail male with remainder To the use of Francis John Trevor Wingfield third son of the said Edward Folliott Wingfield for life without impeachment of waste with remainder To the use of his first and other sons successively in tail male with remainder To the use of George Talbot Wingfield fourth son of the said Edward Folliott Wingfield for life without impeachment of waste with remainder To the use

A.D. 1882.

of his first and other sons successively in tail male with remainder To the use of Henry Jocelyn Wingfield fifth son of the said Edward Folliott Wingfield for life without impeachment of waste with remainder To the use of his first and other sons successively in tail male with remainder To the use of the first and every other daughter of the said Edward Folliott Wingfield by his said late wife successively in tail male with remainders over And the same will contained leasing powers which are now exerciseable by the said Edward Rhys Wingfield and the terms whereof as regards mining leases are set forth in Part II. of the First Schedule to this Act :

And whereas the said George Rice Baron Dynevor made two codicils to his said will dated respectively the 1st day of February and the 3rd day of July 1869 which codicils did not affect the aforesaid limitations of his said will :

His codicils not affecting settlement of undivided moiety.

And whereas the said George Rice Baron Dynevor died on the 7th day of October 1869 :

1869—October 7—
His death.

And whereas his said will and codicils were proved in the Principal Registry of the Court of Probate on the 15th day of January 1870 by the executors in his said will named or some of them :

Probate of his will and codicils.

And whereas on the 2nd day of May 1871 the said Edward Rhys Wingfield eldest son of the said Edward Folliott Wingfield and first tenant for life under the aforesaid limitations of the said will being then a bachelor intermarried with Edith Caroline Wood his now wife and there are five sons of that marriage now living and no more namely Mervyn Edward George Rhys Wingfield William Jocelyn Rhys Wingfield Charles John Fitzroy Rhys Wingfield Maurice Folliott Rhys Wingfield and Cecil John Talbot Rhys Wingfield :

1871—May 2—Marriage of E. R. Wingfield —His five sons.

And whereas the said George Talbot Wingfield on the 12th day of April 1882 married Maud Wilson :

Marriage of his brother George Talbot Wingfield.

And whereas neither of the said Charles George Lewis Wingfield Francis John Trevor Wingfield and Henry Jocelyn Wingfield has yet married :

His three other brothers unmarried.

And whereas the said Frances Emily daughter of the said George Rice Baron Dynevor intermarried with the said Edward Folliott Wingfield on the 1st day of May 1848 and the first daughter of that marriage is Selina Emily Wingfield who was born on the 6th day of July 1856 and she is the first tenant in tail under the aforesaid limitations of the said will of full age and she is a spinster :

His sister Selina Emily Wingfield first tenant in tail of full age.

And whereas by an indenture dated the 2nd day of October 1879 and made between the said George Fitzroy of the first part the said Charles Alexander Wood (then Sir Charles Alexander Wood) of the second part Arthur de Cardonnel sixth and present Baron Dynevor

New trustee of term of one thousand years under said will.

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of the third part the said Edward Rhys Wingfield of the fourth part the said Francis John Trevor Wingfield of the fifth part and the said George Fitzroy and Francis John Trevor Wingfield of the sixth part in exercise of a power contained in the said will of George Rice Baron Dynevor the said Francis John Trevor Wingfield was appointed a trustee thereof in the place of the said Charles Alexander Wood who desired to be discharged and the said term of one thousand years was vested in the said George Fitzroy and Francis John Trevor Wingfield and the same is now vested in them :

Operation of
lease of 1862
as to second
undivided
moiety under
marriage
settlement
of E. P.
Richards
entitled in
fee simple.

And whereas the lease of 1862 so far as it demised or affected the other undivided moiety of the Cyfarthfa works and property took effect by virtue of the concurrence therein under the direction of the High Court of Chancery of the said Thomas Allen and Thomas William Booker as trustees of an indenture dated the 4th day of February 1856 and made between Edward Priest Richards of the first part Harriet Georgina Tyler spinster of the second part Sir George Tyler of the third part Gwinnett Tyler and John Popkin Traherne of the fourth part and the said Thomas Allen and Thomas William Booker of the fifth part being an indenture of settlement made in contemplation of the marriage of the said Edward Priest Richards and Harriet Georgina Tyler and by the same indenture the last-mentioned undivided moiety of which the said Edward Priest Richards was immediately before the execution of that indenture seised in fee simple in possession was limited after the solemnization of that marriage (subject to a term of years which has now ceased) to the use of the said Edward Priest Richards for his life and after his decease to uses which have now ceased and subject thereto to the use of the said Edward Priest Richards his heirs and assigns for ever :

Marriage of
Edward
Priest
Richards—
his death—
daughter
only child
of marriage
now Mrs.
Mackintosh.

And whereas the marriage of the said Edward Priest Richards who was then a bachelor with the said Harriet Georgina Tyler took place on the 5th day of February 1856 and he died on the 12th day of November 1856 and there was issue of that marriage one child only a posthumous daughter namely Harriet Diana Arabella Mary who was born on the 23rd day of June 1857 and is now the wife of Alfred Donald Mackintosh of Mackintosh (commonly called the Mackintosh) :

His heiress-
at-law.

And whereas the said Edward Priest Richards died intestate and without having in any manner further than by the last recited indenture of settlement disposed of the last-mentioned undivided moiety of the Cyfarthfa works and property and his said daughter became on her birth his sole heiress at law :

And whereas under an indenture dated the 13th day of April 1880 and made between the said Harriet Diana Arabella Mary Mackintosh (by her then name and description of Harriet Diana Arabella Mary Richards spinster) of the first part the said Alfred Donald Mackintosh of the second part John Hobart Tyler and William Charles Luard of the third part and Charles Thomas Part and John Sancroft Holmes of the fourth part being an indenture of settlement made in consideration of the then intended marriage of the said Harriet Diana Arabella Mary Mackintosh (in the present recital of that indenture referred to as the wife) with the Mackintosh (in the present recital of that indenture referred to as the husband) the last-mentioned undivided moiety of the Cyfarthfa works and property subject to the existing tenancies stands limited (amongst the rest of the wife's freehold estates) to uses for securing a yearly rentcharge of four thousand pounds a year to the husband during such part of his life as he shall not have charged or incumbered the same or any part thereof or done or suffered to be done any act or thing whereby the same or any part thereof shall be or become or otherwise might be or become vested in or payable to any other person or persons than himself and after the cesser of the said rentcharge during the lifetime of the husband for securing to the said John Hobart Tyler William Charles Luard Charles Thomas Part and John Sancroft Holmes their executors and administrators a like rentcharge of four thousand pounds during the residue of the life of the husband upon trust for the separate use of the wife while living without power of anticipation and after her decease upon a discretionary trust in favour of the husband and the issue of the marriage or any of such objects and so far as not so applied upon trust to dispose of the same as if the husband were dead and the same formed part of the rents and profits of the settled hereditaments And subject thereto to the use of the said John Hobart Tyler and William Charles Luard their executors administrators or assigns during the joint lives of the wife and the husband without impeachment of waste in trust after payment of outgoings for the separate use of the wife without power of anticipation and in case the husband shall die in the lifetime of the wife then to the use of the wife and her assigns during her life without impeachment of waste And from and after her decease whether she shall or shall not survive the husband To the use of the said John Hobart Tyler William Charles Luard Charles Thomas Part and John Sancroft Holmes their executors administrators or assigns for the term of five hundred years without impeachment of waste upon trust for further securing the husband's said rentcharge and for providing

A.D. 1882.
1880—April
13—Mar-
riage settle-
ment of Mrs.
Mackintosh.

A.D. 1882. a certain allowance for such adult issue of the wife as therein referred to awaiting possession under the limitations thereof And subject thereto to the use of the husband and his assigns without impeachment of waste so long as there shall be an issue of the marriage living And subject thereto to the use of the first and every other son of the marriage successively in tail male with remainder To the use of the first and every other daughter of the marriage successively in tail male with remainder To the use of the first and every other son of the wife by her present or any subsequent marriage successively in tail general with remainder To the use of the first and every other daughter of the wife by her present or any subsequent marriage successively in tail general with remainder To such uses as the wife notwithstanding coverture shall by deed will or codicil appoint and in default of appointment to the uses therein declared And the same indenture contains powers of leasing and management which are now exerciseable by the wife and an abstract of the terms whereof as regards mining leases and matters connected therewith is set forth in Part III. of the First Schedule to this Act :

Her marriage and birth of daughter.

And whereas the last-mentioned marriage took place on the 14th day of April 1880 and there has been issue thereof one child only a daughter namely Violet Charlotte Mackintosh :

Possession under lease of 1862.

And whereas always since the 25th day of March 1864 the possession and use of the Cyfarthfa works and property have been and the same now are held and enjoyed under and according to the lease of 1862 :

1865—October 21—Will of William Crawshay—his death and probate.

And whereas William Crawshay duly made his will dated the 21st day of October 1865 and died without revoking the same on the 4th day of August 1867 and the same was proved in the Principal Registry of the Court of Probate on the 23rd day of August 1867 by his sons Robert Thompson Crawshay and Henry Crawshay and William Gray the executors therein named :

His son Robert Thompson Crawshay solely entitled to lease of 1862.

And whereas William Crawshay by his said will devised and bequeathed to the said Robert Thompson Crawshay deceased his heirs executors and administrators his (the testator's) castle of Cyfarthfa and the lands and works there and his real and personal residue and the said Robert Thompson Crawshay by virtue of the same will became solely entitled to the beneficial interest in the lease of 1862 :

1877—June 24—Will of Robert Thompson Crawshay—his death and probate.

And whereas the said Robert Thompson Crawshay duly made his will dated the 24th day of June 1877 and thereby made certain dispositions by virtue whereof his three sons William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick

Crawshay became entitled to the beneficial interest in the lease of 1862 except so far as the same was affected by sales to railway companies of parts of the demised surface property and by an assignment to John Nixon and others of parts of the demised minerals and appointed the said William Thompson Crawshay and Robert Thompson Crawshay and John Park Sweetland and the said William Gray and William Jones executors thereof and he died on the 10th day of May 1879 and the same will with six codicils thereto not affecting the aforesaid dispositions therein was proved in the Principal Registry of the Court of Probate by the said five executors thereof on the 20th day of June 1879 :

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And whereas the said Henry Crawshay died on the 24th day of November 1879 leaving the said William Gray the sole legal personal representative of William Crawshay :

Death of
Henry
Crawshay.

And whereas by an indenture dated the 1st day of April 1882 and expressed to be made between the said William Gray of the first part the said William Thompson Crawshay Robert Thompson Crawshay John Park Sweetland William Gray and William Jones of the second part and the said William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay of the third part All the furnaces works lands mines liberties powers authorities and premises demised or granted by the lease of 1862 were (subject to the last-mentioned sales and assignment) assigned unto the said William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay their executors administrators and assigns for all the residue of the term created by the lease of 1862 :

1882—
April 1—
Assignment
of works and
property
under lease
of 1862 to
three bro-
thers Craw-
shay grand-
sons of
William
Crawshay.

And whereas since the death of Robert Thompson Crawshay the testator his said three sons William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay have carried on and held and used the Cyfarthfa works and property (subject to the last-mentioned sales and assignment) in co-partnership together under the firm of Crawshay Brothers and they collectively are in this Act referred to by that name :

Co-partner-
ship of
Crawshay
Brothers.

And whereas owing to recent changes in the iron trade the works comprised in the Cyfarthfa works and property could not be carried on at much profit to Crawshay Brothers without the erection at great cost of steel works containing new machinery and appliances and modern improvements and it would also be to the advantage of the reversioners on the lease of 1862 that steel works should be so erected and that every inducement to carry on the works with vigour and enterprise should be given to Crawshay Brothers :

Necessity for
erection of
improved
works at
Cyfarthfa
at great
expense.

A.D. 1882.
Negotiations
between
Crawshay
Brothers and
the land-
lords.

And whereas under the above-mentioned circumstances prolonged negotiations have taken place between Crawshay Brothers and the said Edward Rhys Wingfield as representing one undivided moiety and the said Harriet Diana Arabella Mary Mackintosh as representing the other undivided moiety of the reversioners interest in the Cyfarthfa works and property (to which two persons the term the landlords in this Act refers) and in such negotiations Crawshay Brothers have stated that they would not incur the expense of erecting steel works unless the estate of William Crawshay were relieved from all liability in respect of the covenants of the lease of 1862 (which liability interferes with the winding up of the estate of Robert Thompson Crawshay the testator) nor unless certain modifications in their favour were made in that lease nor unless they were at liberty to improve the site of the proposed steel works by placing the same or part thereof on their own adjoining freehold land but nevertheless to employ the various powers of the modified lease for the service of those works as if the same were wholly situate on lands demised by the lease of 1862 And the landlords have expressed their willingness to accede to the terms aforesaid if certain modifications of the lease of 1862 in the reversioners interest were submitted to by Crawshay Brothers and if Crawshay Brothers would also enter into a deed of arrangement providing for (among other things) the performance and observance of the covenants of the modified lease and for the erection of the proposed steel works and the improvement and use of the demised blast furnaces and also if certain freehold land of Crawshay Brothers were given over to the reversioners on the expiration or sooner determination of the lease of 1862 And Crawshay Brothers have consented to the aforesaid requirements of the landlords :

Deed of
arrangement
scheduled
—Necessity
for confirma-
tion by Act.

And whereas the results of the aforesaid negotiations have been embodied in a deed of arrangement expressed to be executed subject to confirmation by Act of Parliament which deed is set forth in the Second Schedule to this Act and the parties thereto are desirous and it is expedient that the same and the lease of 1862 as thereby modified be made effectual and binding but that object cannot by reason (among other things) of the insufficiency in that behalf of the powers contained in the said will of the said George Rice Baron Dynevor and in the said indenture of marriage settlement of the said Harriet Diana Arabella Mary Mackintosh of the 13th day of April 1880 respectively be attained without the authority of Parliament :

Approval of
draft Bill in
Chancery
Division.

And whereas by the certificate of the chief clerk of the Vice Chancellor Sir Charles Hall made in pursuance of an order of the

A.D. 1882.

High Court of Justice Chancery Division of the 9th day of February 1882 made in an action for the administration of the personal estate of Robert Thompson Crawshay which certificate is dated the 27th day of April 1882 it was certified that the draft of a Bill to be submitted to Parliament (being the Bill for this Act) had been settled and approved by the judge and was identified by the signature of the chief clerk in the margin thereof and that the several instruments facts and events recited in the preamble of the said draft Bill before the recital of the said certificate had been proved in the said action except so far as regards the execution of the said indenture of assignment dated the 1st day of April 1882 by the said Robert Thompson Crawshay and the execution of the said deed of arrangement by the several parties thereto :

Therefore Your Majesty's most dutiful and loyal subjects William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay 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 (that is to say) :

1. The deed of arrangement set forth in the Second Schedule to this Act and the lease of 1862 as modified by that deed are hereby confirmed and made binding.

Confirmation
of scheduled
deed and of
lease of 1862.

2. Saving always to the Queen's most Excellent Majesty her heirs and successors and to all persons and bodies politic corporate and their respective heirs successors executors and administrators (other than and except the several persons by this Act expressly excepted from this general saving) all such estate right title interest claim and demand whatsoever of in to or out of the Cyfarthfa works and property and the freehold lands of Crawshay Brothers referred to by the said deed of arrangement as they or any of them had before the passing of this Act or could or might have enjoyed if this Act had not been passed.

General
saving.

3. The following are the several persons expressly excepted by this Act from the general saving aforesaid (that is to say) :

Exceptions
out of
general
saving.

1. George Fitzroy and Francis John Trevor Wingfield as trustees of the term of one thousand years created by the will of George Rice Baron Dynevor and the trustees for the time being of that term and the beneficiaries for the time being thereunder :
2. John Robert Earl Sydney as trustee of the term of five hundred years created by the same will and the trustees for the time

A.D. 1882.

- being of that term and the beneficiaries for the time being thereunder :
3. Edward Rhys Wingfield and his assigns :
 4. Mervyn Edward George Rhys Wingfield and the heirs male of his body :
 5. William Jocelyn Rhys Wingfield and the heirs male of his body :
 6. Charles John Fitzroy Rhys Wingfield and the heirs male of his body :
 7. Maurice Folliott Rhys Wingfield and the heirs male of his body :
 8. Cecil John Talbot Rhys Wingfield and the heirs male of his body :
 9. Every other son of Edward Rhys Wingfield and the heirs male of the body of every such other son :
 10. Charles George Lewis Wingfield and his assigns and every son to be born to him and the heirs male of the body of every such son :
 11. Francis John Trevor Wingfield and his assigns and every son to be born to him and the heirs male of the body of every such son :
 12. George Talbot Wingfield and his assigns and every son to be born to him and the heirs male of the body of every such son :
 13. Henry Jocelyn Wingfield and his assigns and every son to be born to him and the heirs male of the body of every such son :
 14. Selina Emily Wingfield and the heirs male of her body :
 15. Every other daughter of Edward Folliott Wingfield by Frances Emily his wife and the heirs male of the body of every such daughter :
 16. Every other person now or hereafter claiming under the will of George Rice Baron Dynevor and the heirs appointees executors administrators and assigns of the same Baron Dynevor :
 17. Alfred Donald Mackintosh of Mackintosh (commonly called the Mackintosh) and his assigns :
 18. John Hobart Tyler William Charles Luard Charles Thomas Part and John Sancroft Holmes as trustees under the marriage settlement of Harriet Diana Arabella Mary the wife of the Mackintosh of the 13th day of April 1880 of the rentcharge of four thousand pounds and also of the term of five hundred years and the trustees for the time being of the same rent-

charge and term respectively and the beneficiaries for the time being thereunder respectively : A.D. 1882.

19. Harriet Diana Arabella Mary Mackintosh her appointees and assigns :
20. John Hobart Tyler and William Charles Luard as trustees during the joint lives of her and her said husband for her separate use and the trustees of the same class for the time being :
21. Violet Charlotte Mackintosh and the heirs male and the heirs general of her body :
22. All other issue of Harriet Diana Arabella Mary Mackintosh :
23. All other persons now or hereafter claiming any estate or interest under the marriage settlements of the 4th day of February 1856 and the 13th day of April 1880 respectively :
24. The heirs and assigns of Harriet Diana Arabella Mary Mackintosh :
25. The heirs and assigns of Edward Priest Richards :
26. William Gray as surviving executor of the will of William Crawshay and the executors and administrators for the time being of William Crawshay :
27. William Thompson Crawshay Robert Thompson Crawshay John Park Sweetland William Gray and William Jones as executors of the will of Robert Thompson Crawshay the testator and his executors and administrators for the time being :
28. All persons for the time interested whether as trustees or beneficially in the estates of William Crawshay and Robert Thompson Crawshay the testator respectively or either of those estates under their respective wills or otherwise :
29. William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay and their respective heirs executors administrators and assigns.

4. 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 not public.

5. This Act may be cited as the *Cyfarthfa Works and Property Act 1882.* Short title.

A.D. 1882.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PART I.**ABSTRACT of the OPERATIVE PART of the LEASE of 1862.**

By the lease of 1862 it is witnessed that the said George Rice Baron Dynevor and the said Thomas Allen and Thomas William Booker did according to their several and respective estates and interests and so far as they lawfully could grant demise and lease unto the said William Crawshay Firstly All those blast furnaces dwelling-houses erections buildings fields closes or parcels of land or ground situate standing lying and being at Cyfarthfa Ynysfach and elsewhere in the parish of Merthyr Tydfil in the county of Glamorgan then in the occupation of the said William Crawshay as tenant thereof and his sub-tenants particularly described in the First Schedule thereunto subjoined and laid down and delineated on the plan Number 1 thereunto annexed and thereon coloured round with red save such portions of the lands and premises within the said red line as are coloured green Together with power to substitute other blast furnaces dwelling-houses erections and buildings of equal or superior value in and upon the lands thereby demised And secondly All those mines veins seams beds or strata of coal ironstone iron-ore limestone freestone and other stone clay fire-clay and sand and other fossils and substances found and discovered and which might at any time thereafter be found and discovered within or upon all those lands and grounds in the said parish of Merthyr Tydfil in the said county of Glamorgan and particularly described in the Second Schedule thereunto subjoined and laid down and delineated on the plan Number 2 thereunto annexed and thereon coloured round with brown together with the rights powers easements and authorities therein-after specified (that was to say) To dig sink and otherwise make all pits shafts and other works and conveniences necessary for winning and working the seams thereby demised and for working the coal and other minerals and generally for working and carrying on the said mines. And also to occupy and use sufficient ground

A.D. 1882.

room and heap room for depositing the produce of the said mines thereby demised and for any other purpose connected with working and carrying on the same And also to make and maintain any railway or other way through the same last-mentioned lands for the purpose of working the said mines and for vending and carrying away the produce thereof or otherwise for any of the purposes aforesaid And also to erect and build all such furnaces erections and buildings whatsoever whether of present use or future invention as should be necessary or proper for effectually carrying on the said mines or otherwise in the exercise of the aforesaid powers And also to use all other ways and means for winning the said coal and other minerals and draining and ventilating the said mines with sufficient ground room heap room and pit room for bringing to bank stacking and working the coal and other minerals raised out of the said mines and premises thereby demised or any other mines or minerals whatsoever And also with passage for the said lessee to carry away with horses and carriages drawn by horses steam or other power the coal and other minerals therein-before mentioned and authorised to be worked and manufactured as aforesaid And also liberty to erect and construct all buildings engines furnaces railways tramways and other works necessary or convenient for the working and carrying on of the works of the said mines and premises and for carrying away the said coal and other minerals to be gotten therefrom And also to dig stones and peat clay or spar for making building or repairing such houses and other buildings as aforesaid And generally to do whatever should be needful for the purposes of the said lease (except and always reserved unto the said lessors so much of the mines of coal and other minerals as should be found below the level of the River Taff within the lands comprised in the District E. described in the said Second Schedule thereunto annexed and also the stone quarry called the Castell-y-Weiver Stone Quarry with full power to work the same and carry away the produce thereof And also liberty for the lessors to work and use for agricultural and other purposes connected with all or any of their lands in the parish of Merthyr Tydfil any of the building stone thereby demised making compensation to the lessee for any damage to be occasioned to the said lessee by the exercise of such last-mentioned liberty).

To hold the said premises thereby demised with the appurtenances except as before excepted unto the said William Crawshay his executors administrators and assigns for the term of sixty years commencing on the 25th March 1864 subject nevertheless to the provisoes therein-after contained.

A.D. 1882

Yielding and paying half-yearly on the 25th day of March and the 29th day of September in every year the yearly certain rent of two thousand pounds in respect of the hereditaments firstly thereby demised and the yearly certain rent of five thousand pounds in respect of the hereditaments secondly thereby demised.

And also yielding and paying for the said hereditaments secondly thereby demised the further rents and royalties therein mentioned.

Proviso that in case the lessee should not during the first five years of the said term work sufficient minerals as at the rates therein mentioned should be equivalent to the said certain rent of five thousand pounds for each of such years he might in any subsequent year work such minerals as should at the rates aforesaid be equivalent to the deficiency in such first five years without paying any royalty in respect thereof.

And also yielding and paying the further way-leave rents therein mentioned for all coals and ironstone the produce of any other mines which should be wrought by the said lessee by means of any out-stroke or outstrokes from the coal mines thereby demised.

PART II.

COPY of LEASING POWERS in the WILL of GEORGE RICE BARON
DYNEVOR as regards MINING LEASES.

Provided always and I hereby declare that as to the said Barington Park and other estates and hereditaments secondly hereinbefore devised and settled it shall be lawful for the said George Fitzroy and Charles Alexander Wood and the survivor of them and the executors or administrators of such survivor during the minority of any child of the said Edward Folliott Wingfield by the said Frances Emily Wingfield deceased who if of full age would under this my will for the time being be entitled to the possession or to the receipt of the rents and profits of the said last-mentioned hereditaments and premises And for every child of the said Edward Folliott Wingfield hereby made tenant for life of the said hereditaments if of full age as and when he shall be entitled to the possession or to the receipt of the rents and profits of the said hereditaments and premises by deed to appoint by way of lease all or any of the mines quarries minerals stones and substances in under or upon the said hereditaments and premises secondly hereinbefore devised and settled or any of them or any part thereof either with or without any buildings lands or hereditaments convenient to be held with the same respectively and either with or without the surface of the

lands in or under which the same or any part thereof respectively shall be and whether the same have or have not been hitherto opened or worked for any term of years not exceeding sixty years from the making such appointment to take effect either in possession or immediately expectant upon the determination of the subsisting lease or leases for the time being of the same hereditaments and premises together with all such liberties licenses powers and privileges for searching for working getting washing smelting rendering merchantable and disposing of the said minerals stones and substances or other produce of the said mines and quarries as to the person or persons for the time being exercising this present power shall seem expedient so as there be reserved on every such appointment the best rent or rents tolls duties royalties or reservations by the acre the ton or otherwise and to be incident to the immediate reversion that can be reasonably gotten without taking anything in the nature of a fine premium or foregift and so as there be contained in every such appointment a condition of re-entry for nonpayment or non-delivery within a reasonable time to be therein specified of the rents or rent tolls duties royalties or reservations thereby reserved and so as the appointee or appointees do execute a counterpart thereof and do thereby covenant for the due payment or delivery of the rents or rent tolls dues royalties or reservations thereby reserved Provided always that the reservations of rents tolls duties or royalties the amount of which shall vary with or according to the acreage worked or the minerals stones or substances gotten shall not be taken to be in the nature of a fine premium or foregift though the effect of such reservation may eventually be disadvantageous to the remainder man. A.D. 1882.

And the said will also contains the following proviso (namely) Provided always and I hereby declare that the powers of leasing enfranchisement sale and exchange and other powers herein contained may be exercised together or in conjunction with the person or persons for the time being seised of or entitled to any other undivided parts or shares of any of the lands and other hereditaments of which an undivided part or share or undivided parts or shares is or are herein-before devised or shall for the time being be subject to the uses and trusts of this my will and upon any lease or appointment by way of lease being made under any of the powers of leasing herein-before contained of any such undivided share either one entire rent may be reserved for the premises for the time being included in such lease or separate and distinct rents as may be thought desirable or proper.

PART III.

A.D. 1882.

ABSTRACT of LEASING POWERS in the MACKINTOSH SETTLEMENT
of 13th April 1880 as regards MINING LEASES.

Power for the persons therein-after mentioned by deed to appoint by way of lease all or any of the mines quarries minerals stones and substances in and under the settled hereditaments either with or without messuages buildings plant machinery lands streams of water or water rights way-leaves and air-leaves or rights or other mineral rights and either with or without the surface of the lands in or under which the same shall be or to lease any such way water or air-leaves or rights or other mineral rights apart from or partially in connexion with any such mines hereditaments or premises and either alone or in connexion with any other mines or minerals way-leaves or rights convenient to be held or worked therewith and whether or not previously opened or worked granted or used and generally to lease any parts of the said settled hereditaments in any way connected with mines minerals or mining rights for any term of years not exceeding sixty years or such other term as might be usual in the neighbourhood to take effect in possession or within five years of the determination of any existing term. Together with all such liberties licences powers and privileges, and subject to such provisions for searching for working getting washing smelting rendering merchantable and disposing of the said mines quarries minerals stones and substances and the waste and spoil therefrom or connected therewith and for erecting works and buildings convenient for any of the purposes aforesaid and for purchasing or taking plant or machinery connected therewith as the persons for the time being exercising that power should deem expedient so that there be reserved in every such lease or grant the best certain or other rents tolls duties royalties or reservations and to be incident to the immediate reversion that could be reasonably gotten according to the circumstances of the case with all usual and necessary provisions as to lessees making up workings as should be thought fit and without taking anything in the nature of a fine premium or foregift save with respect to the purchase of any plant or machinery or any arrangement relating to the working or taking the produce thereof which should not be so considered and so as there be contained in every such lease a condition for re-entry for nonpayment or non-delivery within a reasonable time of the rents tolls duties royalties or reservations and so as every lessee should execute a counterpart

thereof and should covenant for the payment or delivery of the rents
tolls duties royalties or reservations and for the preservation and due
working of the demised premises.

A.D. 1882.

Proviso that the reservation of rents tolls duties or royalties the
amount of which should vary with the acreage worked or the
minerals stones or substances gotten should not be taken to be in
the nature of a fine premium or foregift.

Power for the persons therein-after mentioned by deed to appoint
by way of lease any part of the said hereditaments either with or
without any buildings or works thereon and with or without any
rights of way or water or other easements for any term not exceeding
ninety-nine years from the date of the lease and to take effect in
possession or within five years of the determination of any existing
term for the purpose of erecting any buildings or works on the land
demised or to improve or repair any buildings or works thereon or to
erect any other buildings or works in lieu thereof or in addition
thereto and with or without liberty for the lessees (inter alia) To
take down existing buildings and convert the materials thereof to
such purposes as might be agreed on but so that in every such lease
there be reserved (except when a peppercorn rent was reserved
which might be for the first five years of any such term) the best
yearly rent that could at the time be reasonably obtained and so
that every such lease be made without taking a fine and should
contain the covenants and provisions therein mentioned.

* * * * *

Power for the person for the time being capable of exercising the
said powers of leasing therein-before contained at any time to grant
licenses give consents or waive forfeitures under or required by or
to accept or authorise a surrender of any lease or tenancy which
might have been granted or created as aforesaid or of any now
subsisting lease or tenancy in the said settled hereditaments or of
any part or portion of any such lease or tenancy or any term or
interest thereunder or any premises or rights comprised therein or
affected thereby and to enter into any arrangements as to apportion-
ment cesser or alteration of rents or royalties or adjustment of
claims or grant of fresh or other premises or terms or rights for or
in lieu of or as connected therewith or arising thereout and
thereupon or at any time or times thereafter to lease or contract
to lease under the powers therein-before contained all or any part
or parts of the hereditaments and premises so to be surrendered or
dealt with either alone or together with any other hereditaments
and premises thereby authorised to be leased making due allowance
in regulating the terms upon which new leases should be granted

A.D. 1882. — or contracts entered into for the value of any estate or interest which should have been so surrendered and also to lease or contract to lease under the powers and authorities therein-before contained in the same manner as if no lease or tenancy or contract for lease thereof had been previously granted or created all or any hereditaments and premises the possession of which should be resumed or which should be entered upon or recovered by virtue of any condition for re-entry contained in any lease or contract made or entered into pursuant to the said settlement or in any lease or contract then subsisting.

Power for the person for the time being capable of exercising the said several powers of leasing therein-before contained to confirm or vary any contract or lease to be made or granted by virtue of the said settlement or any then existing lease or tenancy whenever for some technical error or informality or other good reason in respect to the same such lease or the contract for such lease or tenancy should be void or voidable or require variation or to grant any lease or enter into any contract or execute any deed pursuant to the powers and subject to the restrictions therein-before contained in lieu of such lease contract or tenancy for any term of years not exceeding the then residue of the term purported to be granted or agreed for thereby and at and under the same yearly rent or reservation and provisions or at or with larger or varied rent or reservation or provisions than therein reserved and contained without any actual surrender of the existing lease or tenancy being requisite so nevertheless that no fine or premium should be taken for making any such confirmation or new lease or contract save as aforesaid.

* * * * *

Declaration that the several powers of leasing and the powers incidental thereto or connected therewith respectively might be exercised by the person who should for the time being be of the age of twenty-one years or upwards and entitled as tenant for life or in tail male or in tail by purchase under the said settlement in possession to the receipt of the rents and profits of the said settled hereditaments (whether there should be any existing charge thereon or not) as to which such powers should be exercised and as to the said Harriet Diana Arabella Mary Richards during her life whether covert or sole or if there should be no such person then by the persons therein mentioned.

Power for the persons therein-before authorised to exercise any such powers as aforesaid to concur with any other parties competent in that behalf in all such acts and deeds for carrying the same or

the matters thereby contemplated into effect for or in relation to any hereditaments of which only a moiety part or share was or should be thereby settled as such persons could under the powers therein-before contained be able alone to do in case the entirety of the said hereditaments were thereby settled and made subject to such powers and to enter into any arrangements necessary for that purpose.

A.D. 1882.

THE SECOND SCHEDULE.

DEED OF ARRANGEMENT between CRAWSHAY BROTHERS and the LANDLORDS dated 26th day of April 1882.

THIS INDENTURE made the 26th day of April in the year of our Lord 1882 between EDWARD RHYS WINGFIELD of Barrington Park in the county of Gloucester Esquire and HARRIET DIANA ARABELLA MARY MACKINTOSH of Cottrell in the county of Glamorgan wife of Alfred Donald Mackintosh of Mackintosh commonly called the Mackintosh and which said Edward Rhys Wingfield and Harriet Diana Arabella Mary Mackintosh are together herein-after termed "the landlords" which expression shall also include their respective representatives and the persons or person for the time being entitled to the reversion of the premises comprised in the lease herein-after mentioned on the determination of the term thereby granted according to their respective estates rights and interests therein of the first part the said ALFRED DONALD MACKINTOSH concurring for the purposes only of the last article herein-after contained of the second part and WILLIAM THOMPSON CRAWSHAY ROBERT THOMPSON CRAWSHAY and RICHARD FREDERICK CRAWSHAY of the Cyfarthfa Ironworks in the parish of Merthyr Tydfil in the county of Glamorgan trading under the firm of "Crawshay Brothers" herein-after termed "the tenants" (which expression shall also include their executors administrators and assigns) of the third part and these presents being supplemental and hereby directed to be read as an annex to an indenture of lease dated the 12th day of June 1862 and expressed to be made between the Right Honorable George Rice Baron Dynevor Thomas Allen and Thomas William Booker of the one part and William Crawshay Esquire of the other part (herein-after termed "the said lease") and the said Edward Rhys Wingfield now representing the estate or interest of the said Baron Dynevor shown by the said lease and the said Harriet Diana Arabella Mary Mackintosh being the Harriet Diana Arabella Mary Richards

A.D. 1882. mentioned in the said lease and having now attained the age of twenty-one years and representing her own estate or interest under the said lease then represented by the said Thomas Allen and Thomas William Booker as therein mentioned and the said William Thompson Crawshay Robert Thompson Crawshay and Richard Frederick Crawshay now representing the estate or interest of the said William Crawshay under the said lease and the said term "the landlords" also including those designated the "said lessors" in the said lease and the said term "the tenants" also including those designated "the said lessee" in the said lease so far as such respective designations can apply hereafter Whereas William Crawshay the lessee named in the said lease duly made his last will dated the 21st day of October 1865 and died without revoking the same on the 4th day of August 1867 and the same was proved in the principal registry of the Court of Probate on the 23rd day of August 1867 by his sons Robert Thompson Crawshay now deceased and Henry Crawshay now deceased and by William Gray the executors therein named And he thereby devised and bequeathed to the said Robert Thompson Crawshay deceased his heirs executors and administrators his castle of Cyfarthfa and the works there and his real and personal residue and the said Robert Thompson Crawshay deceased by virtue of the same will became solely entitled to the beneficial interest in the said lease And whereas the last-mentioned Robert Thompson Crawshay died on the 10th day of May 1879 and the said Henry Crawshay died on the 24th day of November 1879 leaving the said William Gray them surviving And whereas the same Robert Thompson Crawshay in his lifetime entered into an agreement with the Brecon and Merthyr Tydfil Junction Railway Company for the sale to them for the purposes of their railway of the leasehold interest in portions of the lands demised by the said lease and he or the said William Crawshay also agreed with the Vale of Neath Railway Company (who are now represented by the Great Western Railway Company) for the sale to them for the purposes of their railway of the leasehold interest in other portions of the lands demised by the said lease and the said companies have respectively placed their railways on the lands so acquired by them respectively but have not yet taken assignments thereof or acquired the landlord's reversions therein save as to the Great Western Railway Company to which company conveyances of those reversions have been made And whereas by an indenture dated the 21st day of August 1878 and expressed to be made between the same Robert Thompson Crawshay (therein called "Robert Crawshay") of the one part and John Nixon and others therein named therein-after called "the

A.D. 1882.

said assignees" of the other part All the mines beds veins and seams of coal ironstone iron ore limestone free and other stone clay fire-clay sand and other fossils within and under the lands delineated and described in the plan on that indenture and therein coloured with striped pink lines (and also so delineated described and coloured in the plan Number 2 on these presents) being part of the premises comprised in and demised by the said lease (except the veins of coal and other minerals lying above the level of the River Taff) with all rights easements and appurtenances granted by the said lease and necessarily exerciseable with reference thereto were assigned by the same Robert Thompson Crawshay unto the said assignees for the then residue of the term of sixty years granted by the said lease subject to the payment of the several royalties and sums of money by the said lease reserved and made payable in respect of the minerals by the now reciting indenture assigned and to the observance of the covenants and conditions of the said lease on the part of the lessee except the covenant for payment of rents and royalties and also subject to the covenants and provisions in such indenture contained And the said assignees thereby covenanted jointly and severally with the same Robert Thompson Crawshay during the said term of sixty years to pay to him his executors administrators or assigns the royalties and sums of money agreed as aforesaid to be paid by them in respect of the premises thereby assigned and to observe perform and keep all the covenants and conditions in the said lease contained on the lessees part so far as related to the premises thereby assigned except the covenant for payment of rent and royalties And in the indenture now in recital is contained a proviso that if the same Robert Thompson Crawshay should at any time during the said term pay less royalties for the minerals demised by the said lease than the royalties reserved by the said lease then such royalties only should be paid by the assignees. And whereas the same Robert Thompson Crawshay duly made his will dated the 24th day of June 1877 and thereby made certain dispositions by virtue whereof his three sons the said William Thompson Crawshay Robert Thompson Crawshay party hereto and Richard Frederick Crawshay became entitled to the beneficial interest in the said lease except so far as the same was affected by the said sales to railway companies and the said assignment to Nixon and others and appointed the said William Thompson Crawshay and Robert Thompson Crawshay party hereto and also John Park Sweetland the said William Gray and William Jones executors thereof And the same will with six codicils thereto was proved in the principal registry of the Court of Probate by the said executors thereof on the 20th day of June 1879

A.D. 1882. And whereas by an indenture dated the 1st day of April 1882 and expressed to be made between the said William Gray of the first part the said William Thompson Crawshay Robert Thompson Crawshay party hereto John Park Sweetland William Gray and William Jones of the second part and the said William Thompson Crawshay Robert Thompson Crawshay party hereto and Richard Frederick Crawshay of the third part All the premises demised or granted by the said indenture of lease (except such as were assigned as aforesaid to Nixon and others And subject as to such of them as were agreed to be sold to the said railway companies to the agreements in that behalf affecting the same) were conveyed and confirmed unto the said William Thompson Crawshay Robert Thompson Crawshay party hereto and Richard Frederick Crawshay absolutely as joint tenants at the rents and subject to the lessees covenants and the conditions by and in the said lease reserved and contained And whereas the tenants some time since applied to the landlords for a reduction of certain royalties payable under the said lease and arrangements have been entered into and partly carried into effect between them relative thereto And it has been further agreed that such arrangements shall be more fully expressed as to the premises comprised in the said lease and not so assigned to the said John Nixon and others as aforesaid or subject to the said agreements with railway companies in manner herein-after mentioned but upon the terms that the tenants should erect and carry on the works and ultimately make over certain property of theirs connected therewith to the landlords as herein-after provided for And whereas for several years prior to 1881 on the application from time to time of those entitled under the said lease and in consequence of the state of the iron and coal trades the landlords made a concession of two-pence per ton to the lessees in respect of the royalty of one shilling per ton reserved by the said lease on coal got and sold under the provisions thereof Now in consideration of the premises this indenture witnesseth that the said Edward Rhys Wingfield as to one undivided moiety or half part or share the whole into two equal parts or shares being considered as divided of and in the premises demised or affected by the said lease and with reference thereto by virtue and in exercise of the power given or reserved to him in and by the will of the said George Rice Baron Dynevor deceased dated the first day of December 1868 and proved in the principal registry of the Court of Probate on the 15th day of January 1870 and of every or any other power or authority estate or interest in any way enabling him in this behalf by this present deed duly executed by him doth and the said Harriet Diana Arabella Mary

Mackintosh as to the other undivided moiety or half part or share the whole being considered divided as aforesaid of and in the same premises and with reference thereto and by virtue and in exercise of the powers given or reserved to her in and by the settlement of real estate executed on her marriage with the Mackintosh by indenture dated the 13th day of April 1880 and made between the said Harriet Diana Arabella Mary Mackintosh then Harriet Diana Arabella Mary Richards spinster of the first part the Mackintosh of the second part John Hobart Tyler and William Charles Luard of the third part and Charles Thomas Part and John Sancroft Holmes of the fourth part and of every or any other power or authority estate or interest in any way enabling her in this behalf by this present deed duly executed by her doth and the tenants do and each of them doth and each party hereto for himself herself or themselves respectively, and those whom they respectively can or may bind by these presents and for their several and respective acts and defaults only hereby mutually appoint grant covenant declare and agree as follows that is to say :

A.D. 1882.

1. The said lease shall be considered as containing the provisions herein-after contained and shall be read and construed as if such provisions were contained therein instead of the similar provisions in the said lease or as near thereto as may be or otherwise as the case shall require and shall also be considered as containing joint and several covenants by the tenants for the performance and observance hereafter of the covenants thereof on the lessees part as varied by these presents. but nevertheless with respect to the premises which have been sold to the Brecon and Merthyr Tydfil Junction Railway Company and the Vale of Neath Railway Company and assigned to John Nixon and others as herein-before recited the provisions of these presents shall be applicable only where and as hereby specially provided in that behalf and save as so provided the reservations and provisions of the said lease shall still be applicable as if these presents had not been executed or made.

2. The plans Numbers 1 and 2 to these presents are similar to or founded upon the plans Numbers 1 and 2 to the said lease.

3. The lands first described in the said lease and thereby actually demised in their entirety are herein referred to as "the demised lands" and all the lands delineated and coloured in the said plan Number 2 (which include the said demised lands) are herein referred to as "the described lands."

4. The described lands in the said plan Number 2 to these presents are carried up to and include the boundary and land stated

A. D. 1882.

to be claimed by the parish of Merthyr Tydfil on the west of such described lands as appears by such plan yet the said lease and these presents and the powers thereby and hereby given shall be only taken and considered to include the land and minerals up to that boundary and between it and the boundary stated on such plan as claimed by the parish of Aberdare so far and to such extent as the landlords have any estate or interest in or power to demise such land or the minerals thereunder or rights relating thereto respectively between the two several boundaries which are and have been for many years in dispute and not further or otherwise and the tenants taking and being intended to take under the said lease and these presents only such rights as the landlords could or can grant between the disputed boundaries and indemnifying and saving harmless the landlords from or in respect of any acts or things done or permitted by the tenants between these boundaries and all claims and demands damages and expenses for or in respect of the same And the tenants are not to be bound to carry or continue any working into or within the said disputed land so long as it shall remain in dispute even if under other circumstances the covenant in the said lease to work in a fair orderly and workmanlike manner and according to the most improved system pursued in South Wales would require them to do so save on the indemnity of the landlords in respect of such working during the continuance of such dispute but not after the same shall have ceased.

5. Any new pits to be opened by the tenants and works accessory thereto and land for deposit to be used therewith and the site and position thereof respectively pursuant to and under the said lease and which shall be situate within an area coloured orange on the plan Number 1 annexed to these presents shall be such only as shall be specially approved and authorised by the landlords and south and east of the area coloured orange as shall be settled in case of dispute by arbitration under the said lease.

6. There shall be excepted and reserved unto the landlords in addition to the pieces of land reserved to the landlords by the lease as specified by a green colour in plan Number 1 thereto the several pieces of land specified in plan Number 1 to these presents and therein coloured green and indicated by the letters "N" "O" and "P" and there shall also be excepted and reserved unto the landlords free liberty and power at any time and from time to time during the term of the said lease on giving one calendar months previous notice in writing to the tenants and without payment of compensation except as herein-after mentioned to resume possession for building purposes to be carried on either by themselves or their

lessees of any part or parts of the demised lands in the said lease used by the tenants or their under tenants for agricultural purposes and capable of being so resumed with all appurtenances belonging thereto so that the lands so resumed lie within the said area coloured orange on plan Number 1 annexed to these presents and so that compensation be made to the occupiers for any loss or damage to crops occasioned by the resumption.

A.D. 1882.

7. The exception in the said lease contained of the Castell-y-Wiwer Stone Quarry shall cease and that quarry shall be included and considered as included in the said lease as if it were not excepted therefrom and the quarrying powers by the said lease reserved to the landlords shall not extend thereto But subject to that restriction and to the quarrying operations of the landlords under the said lease and these presents being so carried on as not to interfere with any workings of the tenants or to be inconsistent with the general objects of the said lease or of these presents the said quarrying powers are hereby extended to enable the landlords to quarry for sale Provided that as to Castell-y-Wiwer Quarry the tenants are not to have power to work use and carry away the produce thereof save as authorised by the general provisions of the said lease and these presents.

8. There shall be reserved and paid by the tenants for every acre of the surface of the lands comprised in the districts A B C D and E described in the Second Schedule to the said lease that shall from time to time be entered upon used or occupied by the tenants under the powers of the said lease or these presents for any of the purposes mentioned therein respectively except so much thereof as is also described in the First Schedule thereto the yearly rent or sum of two pounds and so in proportion for any less quantity than an acre the first payment of such last mentioned rent to be made on the first of the half-yearly days for payment of rent mentioned in the said lease which shall happen next after the said lands shall be so entered upon used or occupied by the tenants and to continue payable during such part of the said term as the same land respectively shall continue to be so used or occupied by the tenants and also afterwards until the same lands shall be restored to a proper tillageable state or until the said lease shall be determined whichever shall first happen and to be in addition to the dead or certain rent reserved by the said lease and not to go in aid thereof and to be in lieu of the double rent by the said lease covenanted to be paid for damaged land and the quantity of land for the time being subject to any such rent to be ascertained in case of disagreement by reference to arbitration under the said lease but so nevertheless that no such surface rent shall be paid for

A.D. 1882. any intended use by increased height only of any tips existing on or for any other like use of any such land for which such rent shall be payable.

9. There shall be reserved and paid by the tenants as and by way of way-leave rent the sum of one penny for every ton of 2,240 lbs. of minerals or substances whatsoever which shall be wrought or obtained from any mines or lands not demised by the said lease but worked in connexion with mines or lands so demised which shall be carried under through or over the lands or mines demised or described in the said lease or any part thereof such rent or payment for way-leave to be in lieu of the sums made payable for way-leave in the said lease and to be in addition to the said dead or certain rent reserved by the said lease and not to go in aid thereof but so nevertheless that the tenants shall be free from any such way-leave rent in respect of all materials which shall be brought by them over the said demised or described lands and used for or about the construction of the steel works to be erected under these presents (including any part thereof on the freehold land of the tenants coloured pink in the plan Number 3 herein-after referred to) And also in respect of all minerals and substances not worked by out-stroke out of land adjoining the demised or described lands which shall be so brought and used in or about the manufacture of steel in such works or other works to be carried on by virtue of the said lease or of these presents or now or hereafter to be carried on upon the said land coloured pink in the said plan Number 3 And also in respect of all minerals and substances so brought and carried away from the said several mines furnaces or works or any of them but the same minerals or substances are in no case to pay more than one way-leave although they may be carried through the demised or described lands both under and over ground and the tenants are not to grant to any other person or company any way-leave or other like right over any part of the said lands or mines.

10. The following shall be the other rents or royalties under the said lease and these presents in lieu of those reserved by the said lease that is to say :

For or in respect of coal worked or gotten in from or under the demised mines and lands described as and forming District A. in the Second Schedule and plan Number 2 annexed to the said lease :

For all large coal used in the demised works including any additional or substituted works already or to be hereafter set up within the limits of the lands demised or described by the said

lease and especially the said steel works or in such part of the said steel works or in such other works as shall be upon the said land coloured pink in the said plan Number 3 or used for house fire coal by managers agents or workmen in any way employed in or about the same works and not being colliers the rent or royalty of sixpence per ton of 2,240 lbs. :

For all small coal so used the rent or royalty of threepence per like ton :

For all large coal from the same mines and lands sold a rent or royalty equal to one-twelfth part of the selling price thereof as delivered into waggons at the colliery but with a minimum price of sixpence per like ton and a maximum price of one shilling per like ton for the same :

For all small coal so sold the rent or royalty of threepence per like ton.

And for or in respect of coal worked or gotten in from or under the demised mines and described lands forming and described as Districts B. C. D. and E. in the Second Schedule and plan Number 2 annexed to the said lease the following rents or royalties that is to say :

For all large coal used as aforesaid sixpence per like ton :

For all small coal so used threepence per like ton :

For all large coal sold as aforesaid a sum equal to one-tenth part of the selling price thereof as delivered as aforesaid and with the like minimum and maximum price for the same as herein-before mentioned :

For all small coal so sold threepence per like ton.

And for or in respect of the minerals next herein-after mentioned worked or gotten in from or under any part of the demised mines and described lands the rents or royalties following that is to say :

For all ironstone and iron ore fourpence per like ton :

For all blackband out of strata less than six inches thick fourpence per like ton :

For all blackband out of strata more than six inches thick one shilling per like ton :

For all limestone used as last aforesaid twopence per like ton :

For all limestone sold as last aforesaid threepence per like ton :

For all fireclay used as last aforesaid twopence per like ton :

For all fireclay sold as last aforesaid fourpence per like ton :

For all building stone used off the demised or described lands or the land coloured pink on the said plan Number 3 one penny per like ton :

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For all building stone sold as aforesaid twopence per like ton but building stone used for the purposes of works authorised by the lease or these presents on the demised or described lands or the land coloured pink on the said plan Number 3 to be free of royalty and so on in proportion in each case as aforesaid for any less quantity than a ton the said several rents and royalties to be respectively payable half-yearly free from all deductions whatsoever except the landlords property tax on the two half-yearly days for payment of rent mentioned in the said lease but so nevertheless that the alteration made by these presents in the rents royalties and way-leaves reserved or made payable by the said lease or any other of the provisions of these presents except the article next following shall not in any way apply to the several mines minerals rights powers and premises so assigned to the said John Nixon and others as aforesaid in respect of which assigned premises the reservations and provisions of the said lease shall still be applicable as if these presents or any arrangement or concession relative thereto had not been executed or made save as provided by the next article.

11. The landlords will accept from the tenants in respect of the coal assigned by the recited indenture of the 21st day of August 1878 to Nixon and others a royalty of ninepence per quantity of 2,520 pounds for large coal and fourpence halfpenny per like quantity for small coal in lieu of the royalties reserved on the large and small coal in question by the said lease in full discharge of their claims against any person or persons in respect of the said large and small coal but if the tenants shall be entitled to receive from the said Nixon and others their executors administrators or assigns under the said assignment of the 21st day of August 1878 any larger royalties for the same they shall account to the landlords for such larger royalties in the place of the said royalties of ninepence and fourpence halfpenny respectively Provided that a dead or certain rent of one pound five shillings per annum for every acre to be set off against royalties on account of the same coal as is usual and in the manner provided by the said lease with reference to the reservations therein contained in the case of dead rent shall be considered to have become payable under the said lease and these presents as from the time appointed for the commencement of the arrangements under these presents in respect of the coal so assigned to Nixon and others and shall be payable to and recoverable by the landlords accordingly as if reserved by the same respectively in addition to any dead or certain rent thereby reserved.

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12. It shall be lawful for the tenants at all times during the term granted by the said lease to take and use for any purpose such quantities of coal wrought and obtained from the said demised mines without paying any royalty for the same as follows that is to say in any half year of the said term as to large coal one one-hundredth part of the whole quantity of coal obtained from the said demised mines in the same half year and accounted for to the landlords for royalty purposes and as to coal other than large coal one-twentieth part of such whole quantity of coal obtained and accounted for as last aforesaid And in addition thereto all such coal not brought to bank and used for ventilating purposes at the existing ventilating furnace at Number 2 Gething Pit under the said lease to be free from royalty.

13. The tenants shall and will before the 25th day of March 1884 erect and complete in the best manner in all respects on some part of the portion of the demised land indicated by a yellow colour in the plan Number 3 annexed to these presents or on some part of the land of the tenants indicated by a pink colour on the same plan or in part on that land or some part thereof and in part on the said land coloured yellow or some part thereof good and sufficient steel works with all usual proper and necessary furnaces converters mills and other appliances for the purpose and capable of manufacturing and making merchantable thereon and thereby at least fifty thousand tons of finished steel in every year such works to be completed and set in operation on or before the 25th day of March 1884 And also shall and will improve the present blast furnaces at Cyfarthfa and Ynisfach and provide additional engine power stoves and other arrangements as may be necessary or erect and complete from time to time new blast furnaces upon the lands at Cyfarthfa or Ynisfach demised by the said lease of sufficient number and capacity to produce a supply of hæmatite pig iron at least sufficient for the steel works to be erected and completed and used as herein provided and shall and will make at such furnaces in every year of the term a quantity of pig iron equal to the quantity of pig iron required to be used in the same year at the steel works to be erected as herein-before provided or any extension thereof for making not only fifty thousand tons of steel as aforesaid but also any greater quantity without any obligation actually to use the pig iron so made or any part thereof in the said steel works And the tenants shall be at liberty to remove or re-construct any of the buildings striped orange or pink on the land coloured yellow on the plan Number 3 to these presents but as to the buildings striped pink on

A.D. 1882. that plan the same may be only taken down and removed for the purpose of being re-erected on some part of the demised land in the same or a similar manner or to answer the like purpose as those so taken down or removed but the tenants shall not be at liberty to use the materials of any furnaces buildings and things which shall be altered so as to form part of or be pulled down or removed and superseded by the said steel works or otherwise as last aforesaid save for the purposes of the works hereby authorised but the tenants shall also be at liberty to use any stone clay or spar to be quarried or dug under the powers of the said lease or of these presents free of payment in and about the construction extension maintenance and repair of the said steel works as well on the said land coloured pink in the said plan Number 3 as on the land demised by the said lease and generally to avail themselves of all the powers including the powers of constructing or using in any manner roads or ways of any kind in the said lease contained for the purposes of or in connexion with the said steel works (although situated wholly upon the said land coloured pink in the said plan Number 3 or in part thereon and in part on land comprised in the said lease) as if the whole of the said steel works were among the works demised by the said lease.

14. In case the steel works so agreed to be erected shall be so erected and built for work in substantial performance of such agreement and shall be fully at work for the period of twelve calendar months next succeeding the 25th day of March 1884 unless prevented by accident or by strikes or locks out (in either of which cases the condition of being fully at work for such twelve calendar months shall be extended according to the time during which such accident strike or lock out shall continue such time to be settled in case of difference by arbitration under the terms of the said lease) and the tenants shall desire to determine the term of the said lease on the 25th day of March 1886 or on the same day in the year 1889 or at the end of any subsequent complete period of three years (reckoning the first of such subsequent periods from the 25th day of March 1889) and of such desire shall have given to the landlords or their agents respectively at the least twelve calendar months previous notice in writing then and in such case at the time so fixed for the cesser by such notice or notices the term granted by the said lease shall (except as herein-after mentioned) cease and determine but without prejudice to the remedies for any previous breach of covenant or agreement or for the subsequent breach of any covenant or agreement in the said lease or herein contained

and which is intended to be performed after the determination of the said term. A.D. 1882.

For the purposes of these presents the said steel works shall be deemed to have been fully at work for the said period of twelve calendar months next succeeding the 25th day of March 1884 if within any period of twelve calendar months before the 25th day of March 1885 fifty thousand tons of finished steel shall have been produced thereat although the works may be capable of producing a greater quantity in a year.

It is hereby expressly declared that a notice to determine the said lease as aforesaid on the 25th day of March 1886 may be given not only on the 25th day of March 1885 but on any day between the 1st and the 25th days of March 1885.

If after the 25th day of March 1885 the tenants shall give notice in writing to the landlords or their agents respectively either that fifty thousand tons of finished steel have been produced at the said works in the said twelve calendar months next succeeding the 25th day of March 1884 or that the steel works have been fully at work for the period prescribed by this clause and the allegations of the notice shall not within one calendar month after the giving of such notice or the last of such notices as aforesaid be admitted in writing by the landlords then and in such case a dispute or difference shall be deemed to have arisen between the landlords and the tenants and the truth of the said allegations and all questions relating thereto shall be determined by arbitration under the terms of the said lease.

If the allegations of any such notice shall be either admitted or established by arbitration as aforesaid the landlords shall thereupon at the request of the tenants sign a memorandum endorsed in the option of the tenants upon the said lease or the counterparts thereof or upon these presents admitting the said allegations with reference to the several matters herein-before specified to be true and the production of such memorandum so signed shall at all times thereafter be conclusive evidence of the truth of the said allegations for all the purposes of these presents.

15. The exceptions to the determination of the said term by notice as aforesaid are as follows (that is to say):

1. The said term shall continue as to the premises assigned to Nixon and others by the said indenture of the 21st day of August 1878 subject to all liabilities of and rights as against Nixon and others as to apportionment of rents payment of royalties or otherwise under the said lease for the benefit

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of the landlords as if no such determination of the said term had taken place and the tenants and other the personal representatives of the said Robert Thompson Crawshay deceased shall do and execute all such acts deeds and things as may be reasonably required by the landlords for giving to them the benefit of the covenants entered into by Nixon and others with the same Robert Thompson Crawshay in and by the said indenture of the 21st day of August 1878 but so soon as a determination under the preceding article has taken place the tenants shall cease to be responsible for the royalties way-leaves and sums payable under the said lease in respect of the same assigned premises and for the performance or observance of the covenants of the lease relating to the premises so assigned and for the payment of the said dead rent of one pound five shillings per acre :

2. The said term shall continue subject to all like rights and liabilities of assignees as last aforesaid as to the lands sold as herein-before is recited to the Brecon and Merthyr Tydfil Junction Railway Company and the Vale of Neath Railway Company respectively.

16. Except as herein-after provided the tenants shall not work any minerals to be hereafter acquired by them in or under any lands adjoining the described lands by way of out-stroke from their workings in or under the described lands unless the landlords or their agents shall approve in writing of such minerals being so worked by out-stroke in manner aforesaid And the tenants shall maintain and leave at or against the boundaries of the said demised minerals where the same abut upon any minerals or property lying to the west of the western boundary of District B. shown on the plan Number 2 annexed to these presents or to the north of the northern boundary of the same or to the east of so much of the eastern boundary of the same district as lies between the letters W and X marked on the same plan or to the east of so much of the eastern boundary of District C. shown on the same plan as lies between the letters Y and Z marked on the same plan which the tenants shall hereafter acquire and work in connexion with any of the mines demised by the said lease (unless and except so far as they may be dispensed therefrom by the landlords or their agents) such barriers as shall be sufficient to separate and preserve the demised minerals and the several workings therein effectually and permanently from and against the mineral workings in or under any adjoining property Provided always that the tenants shall be at

liberty at all times without any further consent (leaving such barriers respectively as aforesaid) to work any such adjoining minerals to the north of the said northern boundary of District B. and to the east of the said eastern boundaries of District B. and District C. respectively by means of drifts headings or openings through the respective barriers constructed in such manner that the same may be effectually stopped up by sufficient frame dams or other dams to be placed therein at the expiration or sooner determination of the said lease and all frame dams under this present clause unless dispensed therefrom by the landlords or their agents shall be constructed and placed by the tenants it being however agreed that the tenants shall always under this present clause cause distinct and sufficient boundary marks to be made on the roof or side of every level heading or working place that may be so driven or made in order that the landlords may determine and check the accuracy of the surveys kept by the tenants.

17. The tenants shall within one calendar month from the date thereof give notice in writing to the landlords and every of them for the time being of any assignment or under-lease made by the tenants of all or any part of the premises demised by the said lease and shall also within the same time give to or for them respectively at least two copies of any such assignment or under-lease.

18. The arrangement under these presents shall take effect and be considered as having taken effect as on and from the 1st day of April 1882 and all rights and remedies of the parties hereto shall thereafter take effect and be adjusted accordingly but so as not to interfere with or put an end to any previous questions rights or remedies between or of such parties respectively under or by virtue of the said lease or with reference thereto all which the tenants hereby undertake and make themselves liable and responsible for as if they had been parties to the said lease and thereby undertook and made themselves answerable for the same except that the tenants shall be released and discharged from all claims or demands of the landlords in respect of dilapidations of cottages on the demised lands which have prior to the date fixed for the commencement of these presents been suffered to fall into decay the cottages on the said land coloured pink on the said plan Number 3 which will ultimately become the property of the landlords as herein-after provided being accepted by them in lieu of such cottages on the demised lands and always without prejudice to the provisions in the next article contained and so that the provisions of the said lease as to the repair and leaving in repair of buildings shall as from

A.D. 1882. the taking effect of this arrangement be considered applicable to the said cottages on the said land coloured pink on the same plan as if those cottages had been included in the said lease.

19. The heirs executors administrators estates and effects of the said William Crawshay deceased and Robert Thompson Crawshay deceased respectively are and shall be wholly released and discharged from all liability for the past or future breach non-performance or non-observance of any covenant agreement clause condition matter or thing in the said lease contained.

20. The concession by the landlords of an allowance on a royalty under the said lease as herein-before recited is hereby confirmed and all claims in respect thereof shall be extinguished.

21. On the determination of the said lease in any manner the said land coloured pink in the said plan Number 3 with the full benefit of the weir and water rights attaching to the watercourse running through that land as shown on the said plan and also the said watercourse itself shall become the absolute property of the landlords according to their rights in the lands and mines comprised in the said lease without any payment or consideration for the same save these presents and the provisions herein contained And thereupon the provisions of the said lease for the landlords acquiring any plant fixtures machinery or effects of the tenants thereunder and for the tenants carrying away any not purchased shall apply to the said steel works on the said land coloured pink and the effects therein as if the same had been included in such lease or as near thereto as may be but the tenants shall be entitled at all times thereafter to maintain the free flow and passage of the sewage from Cyfarthfa Castle and the adjoining buildings into the sewers or drains of the Merthyr Tydfil Board of Health situated on the said land coloured pink on the said plan Number 3.

22. On the determination of the said lease in any manner all such right and interest as the tenants may be entitled to in the watercourse first specified or indicated in the schedule hereunder written and shown as far as may be at present on the said plan Number 3 and in both the said schedule and plan Numbered 1 and also all the right and interest of the tenants in any extension or variation thereof or connected therewith which may be made by the tenants shall become or remain the absolute property of the landlords according to their rights in the lands and mines comprised in the said lease without any payment or consideration for the same save these presents and the provisions herein contained but without prejudice to the rights of the tenants as the riparian owners on the

bank of the River Taff Fawr opposite to the bank or side from which the watercourse numbered 1 is derived but so as not in any way to impede the action of or injure the weir there now existing or diminish or impede the supply of water to such watercourse.

23. On the determination of the said lease in any manner the use for the purposes of the said works so long as the landlords shall require the same of the water in and also the watercourses secondly and thirdly specified or indicated in the schedule hereto and shown as far as may be at present on the said plan Number 3 and in both the said schedule and plan numbered respectively 2 and 3 with the weir and use thereof connected with the watercourse Number 2 and all water rights belonging thereto and also the like use for the like purposes of any extension or variation of such watercourses or connected therewith which may be made by the tenants on their land with all such usual and necessary rights of way and access thereto and easements rights and privileges connected therewith as shall be reasonably required for the enjoyment thereof or for the repair continuance or maintenance thereof And particularly power to enter on any land bank water or works for the purpose of repairing and keeping up any such water communications in full efficiency and also so far as the case requires the water rights of the tenants under the Merthyr Tydfil Water Act 1858 fourthly specified or indicated in the said schedule hereto subject to but with the benefit of the stipulations in favour of the said William Crawshay contained in an agreement made in or about the month of January 1865 between the said William Crawshay and others and the Local Board of Health for the district of Merthyr Tydfil shall become the property of the landlords according to their rights in the lands and mines comprised in the said lease in consideration of an annual rent for the same to be payable to the tenants their heirs and assigns of such an amount as shall unless determined by agreement be settled by arbitration at the determination of the said lease and such rent to issue out of and to be duly charged as a rentcharge with all usual rights and remedies upon not only the watercourses so used but also the works and lands of the tenants so to become the property of the landlords as herein-before mentioned Provided always that although the ground and soil of the watercourses mentioned in this clause and the banks retaining walls paths and works thereof are to remain vested in the tenants the landlords and tenants shall at their joint expense at all times whilst using the water connected therewith and in proportion to such user keep the same in a good and reasonable state of repair and maintain them in all respects

A.D. 1882. — and for that purpose from time to time appoint and provide at the like expense that there shall always be some competent person to be approved of by or on behalf of the owner for the time being entitled in possession to Cyfarthfa Castle or to the receipt of the rents and profits thereof who shall be charged with the superintendence and maintenance of the same watercourses and with the making of all needful or proper repairs thereto and on every reasonable request of such owner such person shall be dismissed and another competent person to be approved by such owner shall be appointed in his place.

Provided also that on any default being made in payment of rent or such repairs or maintenance as last aforesaid and as to such rent in case the same cannot be recovered under such grant of a rentcharge as aforesaid then and in such case the use of the water and watercourses and rights granted by this present clause shall cease.

Provided also that subject to the use of the watercourses and water rights in this clause agreed to be secured to the landlords the tenants are to have full power to use the same for all purposes but so as not to diminish or impede the use thereof by the landlords also that the water in the watercourse numbered 2 shall be passed either through the pond at Cyfarthfa Castle or through the conduit running alongside of that pond according as such owner as aforesaid of Cyfarthfa Castle shall from time to time direct also that such owner as aforesaid of Cyfarthfa Castle shall have power to divert but so as not to diminish or impede as last aforesaid from any of the watercourses mentioned in this clause into the river from time to time so much water as may be necessary to prevent all or any of the pools of the tenants their heirs or assigns striped pink on the said plan Number 3 from becoming stagnant also that the overflow water conveyed by the feeders and all the water used in the works after such use shall be conducted or allowed to flow in the accustomed manner also that the arrangements now existing for the supply of water to the Glamorganshire Canal shall be continued Also that this present arrangement shall be subject in all respects to the rights of the Glamorganshire Canal Company Also that the exclusive right of fishing so far as practicable without impeding the watercourses and to the fish in all the watercourses mentioned or referred to in this clause is and shall be reserved to the tenants their heirs and assigns.

24. The tenants their heirs or assigns shall forthwith after the determination of the lease in any manner do and execute whatever

may be necessary (if having regard to the Act herein-after mentioned when passed anything shall be necessary) for assuring the said land coloured pink on the said plan Number 3 and such use of water watercourses rights easements and privileges as aforesaid to the landlords in manner aforesaid or as they shall direct And the landlords shall do and execute whatever may be necessary (if having regard to the said Act when passed anything shall be necessary) for securing to the tenants the payment of such annual rent and rentcharge in manner aforesaid and the performance of the stipulations on their part herein contained with reference to such use of water rights easements and privileges all such assurances to be prepared by and at the expense of the party requiring the same but to be perused and executed by the other party at his own expense.

25. These presents and everything herein contained shall be void and of none effect unless the same shall be confirmed and full effect given to the clauses hereof so far as may be necessary by a private Act of Parliament to be passed before the close of the present session the landlords and the Mackintosh so far as he is interested in the premises undertaking at the expense of the tenants in all respects to consent to and in every way to promote and to use their and his reasonable endeavours to procure the several other persons whose consents may be requisite on the part of the landlords to consent to such an Act when petitioned for by the tenants 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 to which the foregoing Indenture refers.

1. A watercourse on the high level leading out of the Taff Fawr River passing through land of the landlords and reaching the existing works on their north-west side.

2. A watercourse on the high level from the Taff Vechan River commencing at a point three quarters of a mile or thereabouts above the Cyfarthfa works where the water is diverted at a spot opposite Messieurs Crawshay's Old Limestone Quarries thence carried by an open aqueduct through the freehold land attached to Cyfarthfa Castle belonging to the tenants into a pond just below Cyfarthfa Castle at the entrance to which pond there is a dam diverting the water from the pond into a cut adjoining it passing thence by a syphon pipe to the bridge over the Taff called Pont-y-Cafnau near to which it joins the high level watercourse Number 1.

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3. A pipe on the high level from the Cyfarthfa Pond to the Cyfarthfa New Mills on Messieurs Crawshay's freehold the site of which new mills forms the centre part of the site of the proposed steel works.

4. Certain water rights under the Merthyr Tydfil Water Act 1858 but subject to the provisions of that Act.

EDWARD RHYS WINGFIELD

L.S.

H. D. A. M. MACKINTOSH
of Mackintosh

L.S.

A. D. MACKINTOSH
of Mackintosh

L.S.

WM. T. CRAWSHAY

L.S.

ROBERT T. CRAWSHAY

L.S.

R. F. CRAWSHAY

L.S.

Signed sealed and delivered by the within-named EDWARD RHYS WINGFIELD in the presence of

REG^D. AUG^S. WARREN Sol^r.
99 Great Russell Street London.

Signed sealed and delivered by the within-named HARRIET DIANA ARABELLA MARY MACKINTOSH in the presence of

JOSEPH LOCKE
Clerk to Messrs. LUARD & SHIRLEY
Solicitors Cardiff.

Signed sealed and delivered by the within-named ALFRED DONALD MACKINTOSH in the presence of

JOSEPH LOCKE

Signed sealed and delivered by the within-named WILLIAM THOMPSON CRAWSHAY ROBERT THOMPSON CRAWSHAY and RICHARD FREDERICK CRAWSHAY in the presence of

N. T. LAWRENCE
Lincoln's Inn Sol^r.