



ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 29.

An Act for better enabling the Trustees of the Will of the late *Charles Calland* Esquire to grant Building and Farming and Mining and other Leases of certain Estates situate in the County of *Glamorgan*, devised by the said Will, and to sell certain Portions of the same Estates, and for laying out the Monies arising from such Sales in the Purchase of other Lands, to be settled to the same Uses ; and for other Purposes. [30th July 1842.]

WHEREAS *John Calland*, late of *Sloane Street* in the County of *Middlesex*, Esquire, deceased, having entered into a Contract for the Purchase of an Estate in the County of *Glamorgan*, consisting partly of Freehold Hereditaments, and partly of Copyhold or Customary Hereditaments held of the Manor of *Clase Llangevelach* in the said County of *Glamorgan*, and partly of Copyhold or Customary Hereditaments held of the Manor of *Pen-nard* and Fees of *Kittle Lunnon* and *Trewyddfa* in the said County of *Glamorgan*, (and which said Estate is in the herein-after in part recited Will of the said *John Calland* called the *Forest Estate*,) duly
 [Private.] 9 6 made,

Will of John Calland, dated 28th May 1800.

made, signed, and published his Will in Writing, bearing Date on or about the Twenty-eighth Day of *May* One thousand eight hundred, and thereby directed that the Purchase of the said *Forest Estate* should be forthwith completed; and the said Testator thereby gave the said Estate to his Sons *John Calland*, *Charles Calland*, *George Calland*, and *Augustus Calland*, and to his Son in Law *Samuel Hawkins*, and their Heirs, to the Uses, upon the Trusts, and for the Intents and Purposes therein-after expressed and contained, and in part herein-after recited; (that is to say,) to the Intent to secure an Annuity of Four hundred Pounds to his the said Testator's Widow *Elizabeth Calland* during her Life (which said Annuity hath since determined by the Death of the said *Elizabeth Calland*); and subject thereto, as to Four Fifth Parts of the said Hereditaments, to the Use of the said Testator's said Sons *John Calland* (the Son), *Charles Calland*, *George Calland*, and *Augustus Calland*, their Heirs and Assigns, equally as Tenants in Common; and as to the remaining undivided Fifth Part thereof, to the Use of the said *John Calland* the Son, *Charles Calland*, *George Calland*, *Augustus Calland*, and *Samuel Hawkins*, their Heirs and Assigns, upon Trust to pay the Rents, Issues, and Profits of the same, as soon as collected and received, into the Hands of the said Testator's Daughter *Sarah*, the Wife of the said *Samuel Hawkins*, during her Life, for her own sole and separate Use, exclusive of her said Husband; and after her Decease, in case the said *Samuel Hawkins* should be then living, upon Trust to pay to or permit and suffer the said *Samuel Hawkins* and his Assigns to receive the said Rents, Issues, and Profits during his Life, in case he should not marry again; and after his Decease or marrying again, upon Trust to convey the said One undivided Fifth Part or Share of the said Hereditaments and Premises to the Use of all and every or any One or more Child or Children of the said *Sarah Hawkins*, begotten or to be begotten, for such Estate or Estates, in such Parts and Shares, and subject to and charged with the Payment of such annual Sums or yearly Rent-charges and Sums in gross, and with such Remainders and Limitations over, (such annual Sums or yearly Rent-charges and Sums in gross, and Remainders and Limitations over, to be for the Benefit of some or One of the said Children,) and with such Powers and Authorities as the said *Samuel Hawkins* and *Sarah* his Wife at any Time or Times during their joint Lives, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation, to be sealed and delivered by them in the Presence of and attested by Two or more credible Witnesses, should limit, direct, or appoint; and subject thereto, to such Uses as are in the said Will in that Behalf expressed and contained: And whereas the said *John Calland* the Son died in or about the Month of *September* One thousand eight hundred in the Lifetime of the said *John Calland* the Testator: And whereas the said *John Calland* the Testator died in or about the Month of *March* One thousand eight hundred and three, without having made any Disposition of the Share which on the Death of the said *John Calland* the Son became lapsed of and in the said *Forest Estate*, and without having in any Manner revoked or altered his said Will, and leaving the said *Charles Calland* his eldest Son and Heir at Law: And whereas the said *Augustus Calland* duly made, signed, and published his Will in Writing, bearing Date on or
about

about the Thirtieth Day of *July* One thousand eight hundred and eleven, and thereby gave and devised all his Freehold, Leasehold, and Copyhold Property, in Possession, Reversion, Remainder, and Expectancy, to *William Roots* and *John Pooke* since deceased, their Heirs, Executors, Administrators, and Assigns for ever, upon Trust to pay the Rents and Proceeds thereof to his the said *Augustus Calland's* Wife, *Mary Amelia Calland*, for her Life, and after her Decease the said *Augustus Calland* gave and devised his said Freehold, Leasehold, and Copyhold Estates unto his Brother the said *George Calland*, his Heirs and Assigns for ever: And whereas the said *Augustus Calland* departed this Life in or about the Month of *January* One thousand eight hundred and twelve, without having revoked or altered his said Will: And whereas the said *Mary Amelia Calland* intermarried with *William Higgins* Esquire in or about the Month of *August* One thousand eight hundred and twenty-two: And whereas the said *George Calland* duly signed and published his Will in Writing, bearing Date on or about the Fifth Day of *June* One thousand eight hundred and twenty, and thereby gave, devised, and bequeathed all his Freehold, Customaryhold, Copyhold, and Leasehold Estates, of what Nature or Kind soever, either in Possession, Reversion, Remainder, or Expectancy, unto his Brother the said *Charles Calland*, his Heirs and Assigns: And whereas the said *George Calland* departed this Life in or about the Month of *June* One thousand eight hundred and twenty, without having revoked or altered his said Will: And whereas by an Indenture bearing Date on or about the Seventh Day of *September* One thousand eight hundred and twenty-seven, and made or expressed to be made between the said *Samuel Hawkins* and *Sarah* his Wife of the one Part, and the Reverend *John Cunningham Calland Bennett Popkin Hawkins* Clerk, and the Reverend *Bradford Denne Hawkins* Clerk, (Two of the Children of the said *Samuel Hawkins* and *Sarah* his Wife,) of the other Part, the said *Samuel Hawkins* and *Sarah* his Wife did limit, direct, and appoint that the Trustees or Trustee for the Time being of the said in part recited Will of the said *John Calland* the Testator should (but subject to the said Estate or Interest therein for the Life of the said *Sarah Hawkins*, and to the Estate or Interest therein for the Life or until the Re-marriage of the said *Samuel Hawkins*,) convey the said One Fifth Part by the said Will of the said *John Calland* the Testator settled for the Benefit of the said *Sarah Hawkins*, and otherwise as aforesaid, of and in the said *Forest Estate*, and the Appurtenances, unto the said *John Cunningham Calland Bennett Popkin Hawkins* and *Bradford Denne Hawkins*, their Heirs and Assigns for ever, nevertheless upon the Trusts and for the Intents and Purposes therein-after expressed and in part herein-after recited; that is to say, upon Trust that they the said *John Cunningham Calland Bennett Popkin Hawkins* and *Bradford Denne Hawkins*, or the Survivor of them, his Heirs or Assigns, should, by and out of the Rents, Issues, and Profits of the said Fifth Part of the said *Forest Estate*, or by Sale or Mortgage of the same or a competent Portion thereof, or by all or any of the said Ways and Means, or by any other reasonable Ways and Means, levy and raise (in the Event therein mentioned) a Sum of Money, not exceeding Five hundred Pounds Sterling, together with such further Sum of Money as might be

Will of
Augustus
Calland,
dated 30th
July 1811.

Will of
George Cal-
land, dated
5th June
1820.

Appointment
by Mr. and
Mrs. Haw-
kins, 7th
September
1827.

be

Conveyance
of the legal
Estate to the
Uses of John
Calland's
Will, 26th
and 27th De-
cember 1827.

be or appear requisite for the Payment of the Costs, Charges, and Expences of and attending upon the levying and raising the said Monies, and should pay and apply the Sum or Sums of Money so to be levied and raised upon the Trusts in the said Indenture now in recital expressed or referred to concerning the same, for the Benefit of some One or more of the Children of the said *Samuel Hawkins* and *Sarah* his Wife; and it is in and by the said Indenture declared, that, subject to the Purposes aforesaid, the said Fifth Part of the said *Forest Estate* should be in Trust for [the said *John Cunningham Calland Bennett Popkin Hawkins*, his Heirs and Assigns for ever, to and for his and their own Use and Benefit:] And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-sixth and Twenty-seventh Days of *December* One thousand eight hundred and twenty-seven, the Release being made or expressed to be made between *Paul Methuen* Esquire of the First Part; the Right Honourable *George* Lord *Boston* of the Second Part; *Mary Montgomery* Widow, and *Cairnes Edwards* Gentleman and *Martha* his Wife, of the Third Part; *Lewis Bayly Wallis*, a Lieutenant General in His then Majesty's Army, and *Hugh Smith* Esquire, of the Fourth Part; *Thomas Mattinson* Yeoman, *Jane Wilkinson* Widow, and *Robert Maughan* Yeoman, of the Fifth Part; *David Davies* Doctor of Physic of the Sixth Part; *John Bydder* Blacksmith and *Sarah* his Wife of the Seventh Part; the said *Charles Calland* and *Samuel Hawkins* of the Eighth Part; the said *William Roots* and *John Pooke* (since deceased) of the Ninth Part; and *William Price* Esquire of the Tenth Part, such Parts as are of Freehold Tenure of the said *Forest Estate*, with the Appurtenances, were duly conveyed unto the said *Charles Calland* and *Samuel Hawkins*, their Heirs and Assigns for ever, nevertheless to the Uses, upon the Trusts, and for the Intents and Purposes in the said Indenture of Release now in recital expressed and in part hereinafter recited concerning the same; (that is to say,) as to and concerning Three equal undivided Fifth Parts or Shares thereof, to the Use of such Person or Persons, upon such Trusts, and for such Intents and Purposes, and in such Manner as the said *Charles Calland* should by any Deed, to be sealed and delivered by him in the Presence of One or more credible Witness or Witnesses, and attested by the same Witness or Witnesses, direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, to the Use of the said *Charles Calland* and his Assigns for his Life, with Remainder to the Use of the said *William Price*, his Heirs and Assigns, during the Life of the said *Charles Calland*, in Trust for the said *Charles Calland* and his Assigns, with Remainder to the Use of the said *Charles Calland*, his Heirs and Assigns for ever; and as to and concerning One other undivided Fifth Part or Share thereof, to the Use of the said *William Roots* and *John Pooke*, since deceased, their Heirs and Assigns, during the Life of the said *Mary Amelia* the Wife of the said *William Higgins*, upon such Trusts, for the Benefit of the said *Mary Amelia Higgins* or her Assigns, as under and by virtue of the said recited Will of the said *Augustus Calland* were declared or were or might be subsisting for her or their Benefit of and concerning the Freehold Estates of the said *Augustus Calland*, thereby devised to the said *William Roots* and *John Pooke* since
deceased,

deceased, during her Life, and after the Decease of the said *Mary Amelia Higgens*, to the same Uses, upon the same Trusts, and for the same Intents and Purposes, for the Benefit of the said *Charles Calland*, his Heirs, Appointees, and Assigns, as were therein-before declared concerning the Three undivided Fifth Parts or Shares therein-before and herein-before mentioned; and as to and concerning the remaining undivided Fifth Part or Share of and in the same Hereditaments and their Appurtenances, to the Use of the said *Charles Calland* and *Samuel Hawkins*, their Heirs and Assigns, during the Term of the natural Life of the said *Sarah* the Wife of the said *Samuel Hawkins*, upon such Trusts, for the sole and separate Use and Benefit of the said *Sarah Hawkins*, as by the said recited Will of the said *John Calland* the Testator were declared in her Favour of and concerning One undivided Fifth Part of the Estates so purchased by him as aforesaid, and after the Decease of the said *Sarah Hawkins*, then to such other Trusts, and for such other Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Limitations for the Benefit of the said *Samuel Hawkins*, and for the Benefit of the Child or Children of the said *Sarah Hawkins*, and ultimately for the Benefit of the right Heirs of the said *Sarah Hawkins*, as the same Fifth Part or Share would at the Date of the Indenture now in recital have been subject to under or by virtue or means of the Will of the said *John Calland* the Testator in case he had been seised of the same Share at Law as well as in Equity at the Date and Publication of his said in part recited Will, and for the Purpose of giving full and legal Effect to the same Will, as to such Fifth Part or Share, and so as to give Effect to every or any intermediate Appointment by the said *Samuel Hawkins* and *Sarah* his Wife, in favour of all or any One or more of the Children of the said *Sarah Hawkins*: And whereas on the Twenty-seventh Day of *October* and on the Twenty-fourth and Twenty-seventh Days of *December* One thousand eight hundred and twenty-seven such Parts as are of Copyhold or Customary Tenure, and as are held of the aforesaid Manor of *Clase Llangevelach* of the said *Forest Estate*, with the Appurtenances, were duly surrendered into the Hands of the Lord of the said Manor, to the Intent that the Lord of the same Manor might re-grant the Premises to the Use of the said *Charles Calland* and *Samuel Hawkins*, their Heirs and Assigns, according to the Custom of the said Manor, nevertheless upon the Trusts and for the Intents and Purposes on the Court Rolls of the said Manor expressed and declared, and herein-after recited concerning the same; that is to say, as, to, for, and concerning Three undivided equal Fifth Parts or Shares (the whole into Five equal Parts or Shares being considered as divided) of and in the same Premises and their Appurtenances, upon Trust for the sole Benefit of the said *Charles Calland*, his Heirs and Assigns; and as, to, for, and concerning One other undivided equal Fifth Part or Share (the whole being so considered to be divided as aforesaid) of and in the same Premises and their Appurtenances, upon Trust for the said *William Roots* and *John Pooke*, since deceased, and their Heirs and Assigns, during the Term of the natural Life of the said *Mary Amelia* the Wife of the said *William Higgens*, to the Intent that the said *William Roots* and *John Pooke*, since deceased, their Heirs

Surrenders of Part of the Copyholds to the Trustees of John Calland's Will, 27th Oct. and 24th and 27th Dec. 1827.

[Private.]

Surrender of
other Parts
of the Copy-
holds to the
Use of the
Trustees of
John Cal-
land's Will,
1827.

Mortgage by
the Rev. John
Cunningham
Calland
Bennett Pop-
kin Hawkins,
29th July
1831.

and Assigns, might receive the Rents and Profits of the same Fifth Part or Share to become due during the Life of the said *Mary Amelia Higgins*, and might pay and apply the same upon such Trusts, for the Benefit of the said *Mary Amelia Higgins* or her Assigns, as under and by virtue of the said recited Will of the said *Augustus Calland* were declared or were or might be subsisting for her or their Benefit of and concerning the Customary Estate of the said *Augustus Calland* thereby devised or intended to be devised to the said *William Roots* and *John Pooke*, since deceased, during her Life, after the Decease of the said *Mary Amelia Higgins*, then upon Trust for the sole Benefit of the said *Charles Calland*, his Heirs and Assigns; and as, to, for, and concerning the remaining One undivided Fifth Part or Share (the whole being so considered to be divided as aforesaid) of and in the said Premises, upon such Trusts, and for such Intents and Purposes, and in such Manner, for the Benefit of the said *Sarah Hawkins* during her Life, and of the said *Samuel Hawkins*, if her surviving, during his Life, and of the Child or Children of the said *Sarah Hawkins*, according to the Appointment of the said *Samuel Hawkins* and *Sarah* his Wife, and for the Benefit of the Child or Children of the said *Sarah Hawkins*, in default of and subject to every or any such Appointment, and ultimately for the Benefit of the right Heirs of the said *Sarah Hawkins*, as respectively could best correspond with the Uses, Trusts, Intents, and Purposes limited, expressed, and declared, and the Powers, Provisoos, and Declarations contained in and by the said recited Will of the said *John Calland* the Testator of and concerning One undivided equal Fifth Part thereby devised of the said purchased Estate, and as might correspond with such Estates, Interests, Trusts, Intents, and Purposes, if any, as in pursuance of the Powers of the said Will had been then already limited or appointed by the said *Samuel Hawkins* and *Sarah* his Wife in favour or for the Benefit of any One or more of the Children of the said *Sarah Hawkins*, and upon or for no other Trust, Intent, or Purpose whatsoever: And whereas on the Twenty-seventh Day of *December* One thousand eight hundred and twenty-seven such Parts as are of Copyhold or Customary Tenure, and as are held of the said Manor of *Pennard* and Fees of *Kittle Lunnon* and *Trewyddfa*, of the said *Forest Estate*, with the Appurtenances, were duly surrendered into the Hands of the Lord of the said Manor of *Pennard* and Fees of *Kittle Lunnon* and *Trewyddfa*, to the Intent that the Lord of the said Manor and Fees might re-grant the same Hereditaments to the Use of the said *Charles Calland* and *Samuel Hawkins*, their Heirs and Assigns, according to the Custom of the said Manor and Fees, nevertheless upon the Trusts and for the Intents and Purposes upon the Court Rolls of the said Manor and Fees expressed or declared concerning the same (being the same Trusts, Intents, and Purposes as are herein before stated to have been expressed and declared concerning the Copyhold or Customary Hereditaments held of the said Manor of *Clase Llangevelach*): And whereas by an Indenture of Release bearing Date on or about the Twenty-ninth Day of *July* One thousand eight hundred and thirty-one, grounded upon a Lease for a Year, and made between the said *John Cunningham Calland Bennett Popkin Hawkins* of the First Part, *William Henry Savage* Esquire of the Second Part, and *Edward Harrison* Gentleman

Gentleman of the Third Part, it is witnessed, that in consideration of the Sum of One thousand Pounds to the said *John Cunningham Calland Bennett Popkin Hawkins* paid by the said *William Henry Savage*, the said *John Cunningham Calland Bennett Popkin Hawkins* did, at the Request and upon the Nomination and Appointment of the said *William Henry Savage*, grant, release, and confirm unto the said *Edward Harrison*, his Heirs and Assigns, all that the One undivided equal Fifth Part or Share which by the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven is appointed or directed to be conveyed unto or in Trust for the said *John Cunningham Calland Bennett Popkin Hawkins*, his Heirs and Assigns for ever, of and in such Parts of the said *Forest Estate* as are of Freehold Tenure, with the Appurtenances, to hold the same (subject nevertheless to the Estates and Interests therein during the Lives of the said *Sarah Hawkins* and *Samuel Hawkins*, and the Life of the Survivor of them, and subject also to the Trust in the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven contained, for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable,) unto and to the Use of the said *Edward Harrison*, his Heirs and Assigns for ever, nevertheless upon the Trusts therein-after mentioned; and by the Indenture now in recital the said *John Cunningham Calland Bennett Popkin Hawkins* did declare, direct, and appoint, that all that the One undivided equal Fifth Part which, by the therein and herein before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven is appointed or directed to be conveyed unto or in Trust for the said *John Cunningham Calland Bennett Popkin Hawkins*, his Heirs and Assigns, of and in such Parts of the said *Forest Estate* as are of Copyhold or Customary Tenure, and of and in their Appurtenances, should thenceforth go, remain, and be (subject nevertheless to the said Estates or Interests therein during the Lives of the said *Sarah Hawkins* and *Samuel Hawkins*, and the Life of the Survivor of them, and also subject to the Trusts in the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven contained for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable,) in Trust for the said *Edward Harrison*, his Heirs and Assigns for ever; and it is thereby agreed and declared, that the said *Edward Harrison*, his Heirs and Assigns, should stand and be seised of and interested in the One undivided Fifth Part or Share and Hereditaments therein-before granted and released, and the One undivided Fifth Part or Share the Trusts whereof in favour of the said *Edward Harrison*, his Heirs and Assigns, are therein-before declared of and in the said Customary Hereditaments, with their respective Appurtenances, upon the Trusts therein mentioned, for securing unto the said *William Henry Savage*, his Executors, Administrators, and Assigns, the Payment of the Sum of One thousand Pounds and Interest, at the Time and in the Manner in the Indenture now in recital mentioned: And whereas by an Indenture of Release, bearing Date on or about the Twenty-ninth Day of *November* One thousand eight hundred and thirty-two, grounded on a Lease for a Year,

Conveyance
of John Cun-
ningham Cal-
land Bennett

Popkin
Hawkins's
reversionary
One Fifth to
Charles Cal-
land, 28th
and 29th No-
vember 1832.

a Year, and made between the said *Edward Harrison* of the First Part, the said *William Henry Savage* of the Second Part, the said *John Cunningham Calland Bennett Popkin Hawkins* of the Third Part, the said *Samuel Hawkins* of the Fourth Part, the said *Bradford Denne Hawkins* of the Fifth Part, the said *Charles Calland* of the Sixth Part, and *Charles Harrison* Gentleman of the Seventh Part, in consideration of the Sum of One thousand Pounds to the said *William Henry Savage*, and of the Sum of Three thousand Pounds to the said *John Cunningham Calland Bennett Popkin Hawkins*, paid by the said *Charles Calland*, the said *Edward Harrison*, by the Direction of the said *William Henry Savage*, *John Cunningham Calland Bennett Popkin Hawkins*, and *Charles Calland*, did bargain, sell, and release, and each of them the said *Samuel Hawkins* and *Bradford Denne Hawkins*, at the Request of the said *John Cunningham Calland Bennett Popkin Hawkins* and *Charles Calland*, did bargain, sell, and release, and the said *John Cunningham Calland Bennett Popkin Hawkins* and *Charles Calland* did grant, release, and confirm, unto the said *Charles Harrison* and his Heirs, all that the One undivided equal Fifth Part or Share which by the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven is so as aforesaid appointed or directed to be conveyed unto the said *John Cunningham Calland Bennett Popkin Hawkins* and *Bradford Denne Hawkins*, their Heirs and Assigns, of and in such Parts as are of Freehold Tenure of the said *Forest Estate*, and of and in their Appurtenances, to hold the same (subject nevertheless to the aforesaid Estates or Interests therein during the Lives of the said *Samuel Hawkins* and *Sarah* his Wife, and the Life of the Survivor of them, and also subject to the Trust in the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven contained, for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable, but freed and absolutely discharged of and from the said Mortgage Debt or Sum of One thousand Pounds and Interest, and the Securities for the same,) unto the said *Charles Harrison* and his Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes as the said *Charles Calland* should, by any Deed or Deeds to be by him duly executed, direct or appoint, and in default of such Direction or Appointment, to the Use of the said *Charles Calland* and his Assigns during his Life, with Remainder to the Use of the said *Charles Harrison* and his Heirs during the Life of the said *Charles Calland*, in Trust for the said *Charles Calland* and his Assigns during his Life, and after the Decease of the said *Charles Calland* to the Use of the Heirs and Assigns of the said *Charles Calland* for ever; and it is by the Indenture now in recital further witnessed, that for the Considerations therein-before expressed the said *John Cunningham Calland Bennett Popkin Hawkins* (with the Privity and Approbation of the said *William Henry Savage*) did thereby declare, direct, and appoint, that all that the One undivided Fifth Part or Share which by the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven is so as aforesaid directed to be conveyed unto the said *John Cunningham Calland Bennett Popkin Hawkins* and *Bradford Denne Hawkins*, their Heirs and Assigns, of and in such Parts as are

of Customary or Copyhold Tenure of the said *Forest Estate*, and of and in their Appurtenances, should thenceforth go, remain, and be (subject nevertheless to the said Estates or Interests therein during the Lives of the said *Sarah Hawkins* and *Samuel Hawkins*, and the Life of the Survivor of them, and also subject to the Trust in the herein-before in part recited Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven contained for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable, but freed and absolutely discharged from the said Mortgage Debt or Sum of One thousand Pounds and Interest, and the Securities for the same,) in Trust for the said *Charles Calland*, his Heirs and Assigns for ever: And whereas by an Indenture of Appointment and Release, bearing Date the First Day of *December* One thousand eight hundred and thirty-two, grounded, so far as the same operated as a Release, on a Lease for a Year, and made between the said *Charles Calland* of the First Part, the said *Charles Harrison* of the Second Part, and *Lewis Bayly Wallis*, a Lieutenant General in His then Majesty's Army, of the Third Part, it is witnessed, that in consideration of the Sum of Five thousand Pounds to the said *Charles Calland* paid by the said *Lewis Bayly Wallis*, the said *Charles Calland*, pursuant to and in exercise of the Powers to him limited by the herein-before in part recited Indentures of the Twenty-seventh Day of *December* One thousand eight hundred and twenty-seven and the Twenty-ninth Day of *November* One thousand eight hundred and thirty-two respectively, did direct, limit, and appoint that all and singular the Messuages, Mills, Farms, Lands, Tenements, and other Hereditaments therein-after particularly mentioned, with the Appurtenances, should go, remain, and be (nevertheless, as to One equal Fifth Part or Share thereof, subject to the Estate therein by the said herein-before in part recited Indenture of the Twenty-seventh Day of *December* One thousand eight hundred and twenty-seven limited to the said *William Roots* and *John Pooke* (since deceased), their Heirs and Assigns, during the Life of the said *Mary Amelia Higgins*, and as to One other equal undivided Fifth Part or Share thereof, subject to the aforesaid Estates and Interests therein during the Lives of the said *Sarah Hawkins* and *Samuel Hawkins*, and the Life of the Survivor of them, and also subject as to the said last-mentioned Fifth Part or Share to the Trust herein-before referred to for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable,) to the Use of the said *Lewis Bayly Wallis*, his Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition therein-after contained and herein-after in part recited for Redemption of the same Premises; and it is by the Indenture now in recital also witnessed, that for the Consideration therein-before expressed the said *Charles Harrison* (at the Request of the said *Charles Calland*) did bargain, sell, and release, and the said *Charles Calland* did grant, bargain, sell, release, and confirm, unto the said *Lewis Bayly Wallis*, his Heirs and Assigns, certain Hereditaments in the Indenture now in recital particularly mentioned (being a Portion of the Freehold Part of the said *Forest Estate*, with the Appurtenances,) to hold the same (subject nevertheless as to One equal undivided Fifth Part or Share thereof to the aforesaid Estate or Interest therein during the Life of the said *Mary Amelia Higgins*,

Mortgage to
General
Wallis, dated
1st December
1832.

[Private.]

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and subject as to One other equal undivided Fifth Part or Share thereof to the aforesaid Estates or Interests therein during the Lives of the said *Sarah Hawkins* and *Samuel Hawkins*, and the Life of the Survivor of them, and also subject as to the said last-mentioned Fifth Part or Share thereof to the Trust herein-before referred to for raising a Sum of Money not exceeding Five hundred Pounds, and Costs, in case the same should become raiseable,) unto and to the Use of the said *Lewis Bayly Wallis*, his Heirs and Assigns for ever, subject nevertheless to a Proviso or Condition therein contained for Redemption of the same Premises on Payment by the said *Charles Calland*, his Heirs, Executors, Administrators, or Assigns, unto the said *Lewis Bayly Wallis*, his Heirs, Executors, Administrators, and Assigns, of the Sum of Five thousand Pounds, with Interest for the same after the Rate therein mentioned, on or at the Days or Times and in the Manner in the said Indenture now in recital appointed for Payment of the same respectively: And whereas the said *Forest Estate* is particularly mentioned and comprised in the First Schedule to this Act: And whereas the said *Charles Calland* was at the Time of signing and publishing his herein-before in part recited Will, and thenceforth up to the Time of his Death, seised in Fee Simple of Two several Tenements or Farms near or adjoining to the said *Forest Estate*, and respectively called by the Names of *Ynnis Allan* and *Tyr y Velin* otherwise *Velin Vrane*, and situate in the Parish of *Llansamlet* in the said County of *Glamorgan*, and he was also seised or entitled in Fee Simple of or to another Tenement or Farm called by the Name of *Ynnis Ishaf*, also situate in the said Parish of *Llansamlet* and County of *Glamorgan*, subject nevertheless to a Mortgage Debt or Sum of One thousand two hundred and fifty Pounds due and owing to *Edward Martin Davies* Gentleman, and secured by an Indenture of Release bearing Date the Fourth Day of *April* One thousand eight hundred and thirty-six, and made between the said *Edward Martin Davies* of the First Part, the said *Charles Calland* of the Second Part, and *Charles Basil Mansfield* Gentleman of the Third Part, whereby, and by a Lease for a Year on which the same was grounded, the said last-mentioned Tenement or Farm was limited to the said *Edward Martin Davies*, his Executors, Administrators, and Assigns, for the Term of Five hundred Years, subject to a Proviso for Cesser of the same Term on Payment of the said Sum of One thousand two hundred and fifty Pounds, and Interest, at a Day now long since past: And whereas the said Tenements or Farms called *Ynnis Allan*, *Tyr y Velin* otherwise *Velin Vrane*, and *Ynnis Ishaf*, are particularly mentioned and comprised in the Second Schedule to this Act: And whereas the said *Charles Calland*, then of *Norton Street, Portland Place*, in the Parish of *Saint Mary-lebone* in the County of *Middlesex*, Esquire, duly made, signed, and published his Will in Writing, bearing Date the Twenty-fourth Day of *January* One thousand eight hundred and thirty-seven, and thereby, after giving certain Directions as to the Payment of his Debts out of his Personal Estate, and as to his Burial, and giving certain specific and pecuniary Legacies, and devising in manner therein mentioned certain specified Portions of his Real Estates, and after reciting that he was entitled to Three Fifths in Possession and Two Fifths in Reversion (one of those Fifths being expectant on the Decease of Mister and Mistress *Hawkins*, and the other on the

Will of
Charles Cal-
land, dated
24th January
1837.

Death of Mrs. *Higgins*,) of and in all that Messuage or Tenement, Farm, and Lands called or known by the Name of *Forest Estate*, situate in the Parishes of *Llangevelach* and *Llansamlet* in the said County of *Glamorgan*, and that he was also seised or possessed of Three other Tenements or Farms near or adjoining thereto, called by the Names of *Ynnis Allan* and *Tyr y Velin* otherwise *Velin Vrane* and *Ynnis Ishaf* in the Parish of *Llansamlet* in the said County of *Glamorgan*, with the Cottages thereon, the said Testator did thereby will and direct, that the said lastly mentioned Tenements, Farms, and Lands should be considered and taken as Part of his said *Forest Estate*, and go and be applied therewith, and pass with the Devise thereof, under the Gifts thereof therein-after contained; and the said Testator gave and devised all his said *Forest Estate*, including therein the said Tenements, Farms, and Lands at *Llansamlet*, which he declared should be added to and constitute Part of his said *Forest Estate*, to the Uses following; that is to say, to the Use of his the said Testator's Four Sons, *Charles George Calland*, *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, in equal Fourth Parts or Shares for their respective Lives, as Tenants in Common, and not as Joint Tenants, and upon the Determination of those Estates respectively in the Lifetime of his said Sons or either of them, by Forfeiture or otherwise, then to the Use of *Charles Grant of Fitzroy Square*, Esquire, and *Henry Patrick of Southampton Street, Fitzroy Square*, Esquire, their Heirs and Assigns, during the Life or Lives of his the said Testator's said Sons whose Estate for Life should so determine as aforesaid, in Trust to preserve contingent Remainders, and for that Purpose to make Entries and bring Actions as Occasion should be and require, with Remainder to the First and other Sons in Tail Male of each of his (the said Testator's) Sons respectively, it being his Wish to keep the said Estate in the Family; and the said Testator did thereby will and direct that all Mortgages and other Incumbrances which at the Time of his Decease should be charged on his said *Forest Estate* or any Part thereof should be borne and paid by his said Sons and their Children in equal Proportions; and he did thereby give his Trustees therein-after named Power to grant and demise all or any Part of the said lastly mentioned Estates not already demised upon Occupation, Building, Mining, or other Lease or Leases, or Railroads or Canals, or other public Ways, for any Term or Number of Years, at the best or most improved Rent or Rents that could or might be had or gotten for the same, and under and subject to such Terms as they his said Sons and Trustees should in their or his Discretion think proper, but so as that there should be contained in every such Lease or Leases a Proviso for Re-entry on Nonpayment of the Rent or Rents thereby reserved for Thirty Days next after the Days or Times whereon the same should be reserved and made payable; and the said Testator did further declare, that until his said Son *Charles George Calland* should return from *India*, or should lawfully authorize some other Person or Persons to act for him, it should and might be lawful to and for his the Testator's said Trustees to receive and take his Share of the Rents and Profits of the said *Forest Estate*, and accumulate the same for his (the said *Charles George Calland's*) Benefit, or pay the same as he should direct; and after reciting that by certain Articles of Settlement, bearing Date the Eleventh Day
of

of *August* One thousand eight hundred and thirty, the Sum of Fourteen thousand two hundred and twenty-two Pounds Five Shillings Three Pounds *per Cent.* Consolidated Bank Annuities were assigned and transferred to and that they were then vested in the Names of the said *John Cunningham Calland Bennett Popkin Hawkins* and of *Henry Patrick* and *John Henry Bolton* upon the Trusts of the said Settlement, and further reciting, that under the Will of her Mother *Catharine Forbes* his the said Testator's Wife was entitled to the Interest of One thousand Pounds for her Life, with Remainder to their (the said Testator's and his said Wife's) Children, and that under the Will of *Charles Bentley* Esquire they (the said Testator and his said Wife) were entitled for Life to the Interest of Six thousand nine hundred and sixteen Pounds Eight Shillings and Sixpence, with Remainder to their Children, the said Testator did by his said Will now in recital declare his Desire to be, that his (the said Testator's) said Daughters should have and enjoy the whole of the said several Sums of Fourteen thousand two hundred and twenty-two Pounds Five Shillings, One thousand Pounds, and Six thousand nine hundred and sixteen Pounds Eighteen Shillings and Sixpence, Three Pounds *per Cent.* Consolidated Bank Annuities, subject to his (the said Testator's) Wife's Life Interest therein, in equal Parts, Shares, and Proportions, exclusive of his Four Sons, for whom he (the said Testator) had otherwise provided by that his said Will; and for that Purpose he the said Testator did will and declare that his said Four Sons, or such of them as should be living at the Time of his Decease, and the Executors and Administrators of such of them as should be then dead, and who either should be or should claim to be entitled to any Part, Share, or Interest in the said Three several Sums or any Part thereof respectively, should, within Twelve Calendar Months next after his (the said Testator's) Decease, at the Expence of his said Daughters, make and execute to them, by such Deeds and Assurances as they his said Daughters, or their Counsel, should devise and require, several good, valid, and sufficient Releases, Acquittances, and Discharges of all the Estate, Right, Title, and Interest, Part, Share, Claim, and Demand whatsoever of them his said Sons respectively, or their respective Representatives, of, in, and to the said Three several Sums aforesaid, and the Dividends and Interest thereof, unto and for the equal Benefit and Advantage of his (the Testator's) said Three Daughters, their Executors, Administrators, and Assigns, for her and their own absolute Use and Benefit; and in case any or either of his said Sons, or their respective Representatives, should neglect or refuse to make and execute such Release of his or their respective Shares and Interest in the said Three several Sums of Bank Annuities within the Time aforesaid, then he directed that all the Part, Share, and Interest of such of his said Son or Sons, and his or their Child or Children, of and in the said *Forest Estate*, who should neglect or refuse to make and execute to his (the Testator's) said Daughters a full and complete Release and Discharge of all his and their Share, Estate, and Interest in the said Three several Sums of Bank Annuities, should, as from the Expiration of the said Twelve Calendar Months, cease and be void, and the same should upon that Event become forfeited to his (the Testator's) said Daughters, in equal Shares and Proportions, for their own Use and Benefit absolutely, in addition to their respective

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tive original Share or Shares in the said Three several Sums respectively, and then and in that Case the said Testator did thereby revoke and make void all the Gifts, Devises, Benefits, and Bequests which he had therein-before and therein-after given and bequeathed to his said Sons respectively, or their Children or Representatives, who should so refuse to make and execute to his said Daughters such Release as aforesaid, and the said Testator did thereby give, devise, and bequeath all such Parts, Shares, Benefits, Gifts, and Bequests so intended for his Sons or Son so refusing as aforesaid unto his said Daughters respectively, in equal Shares and Proportions, for their own respective absolute Use and Benefit, and their respective Heirs, Executors, Administrators, and Assigns; and the said Testator *Charles Calland* further declared his Will to be, that on the Death or Refusal or Incapacity of either of them his said Trustees; or of any Trustee or Trustees to be from Time to Time appointed to his or their Place or Stead, it should be lawful to and for the acting Trustee or Trustees for the Time being of his said Will, or the last acting Trustee or Trustees, or the Executors or Administrators of such last acting Trustee, with the Consent in Writing of the Person or Persons who for the Time being should be entitled to the Possession or Receipt of the Rents and Profits of the Hereditaments and Premises respecting which a new Appointment of Trustees should be required, if of Age and competent Understanding, but if otherwise, then of their and his own proper Authority, to appoint a new Trustee or Trustees in the Place or Stead of such Trustee so dying, refusing or becoming incapable to act; and in the said Will now in recital was contained the usual Direction for causing the Trust Estates and Premises to be vested in such new Trustee or Trustees jointly with the surviving or continuing Trustee, or solely, as Occasion should require; and the said Testator *Charles Calland* appointed the said *Charles Grant* and *Henry Patrick*, and his said Three Sons *Charles George Calland*, *John Forbes Calland*, and *Augustus Percival Calland*, Executors and Trustees of his said Will; and by his said Will the said Testator declared, that, if his Brother in Law should be so inclined, he did request him to take upon himself, jointly with his the said Testator's said Trustees, a joint Management of his Affairs: And whereas the said Testator *Charles Calland* departed this Life on or about the Thirty-first Day of *January* One thousand eight hundred and thirty-seven, without having revoked or altered his said Will, leaving the said *Charles George Calland* his eldest Son and Heir at Law, and the said Will was shortly after his (the said *Charles Calland's*) Decease duly proved in the Prerogative Court of the Archbishop of *Canterbury*, by the said *Henry Patrick*, *Charles George Calland*, *John Forbes Calland*, and *Augustus Percival Calland*, Four of the Executors therein named: And whereas by an Indenture bearing Date on or about the First Day of *December* One thousand eight hundred and thirty-eight, and made between the said *Charles Grant* of the one Part, and the said *Henry Patrick*, *Charles George Calland*, *John Forbes Calland*, and *Augustus Percival Calland* of the other Part, the said *Charles Grant* did disclaim all the Real and Personal Estate by the said Will of the said Testator *Charles Calland* devised and bequeathed to him, and all Trusteeship in respect thereof, and all Trusts, Powers, and Authorities thereunto relating, or in anywise belonging or annexed thereto:

Indenture of
Disclaimer of
Trust, 1st
Dec. 1838.

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And

Indenture
of Appoint-
ment, Re-
lease, and
Assignment,
3d Dec. 1838.

And whereas by an Indenture of Appointment, Release, and Assignment, bearing Date the Third Day of *December* One thousand eight hundred and thirty-eight, grounded, so far as the same operated as a Release, on a Lease for a Year, and made between the said *Henry Patrick, Charles George Calland, John Forbes Calland, and Augustus Percival Calland* of the First Part, *Robert Denby Woodifield* Esquire of the Second Part, and the said *Edward Harrison* of the Third Part, after reciting the said Will of the said *Charles Calland*, and the said Indenture of the First Day of *December* One thousand eight hundred and thirty-eight, and that

Forbes (the Brother in Law of the said *Charles Calland*) had never acted in the Trusts of the said Will, or expressed any Wish or Intention to act therein, and that the said *Henry Patrick, Charles George Calland, John Forbes Calland, and Augustus Percival Calland* had proposed to appoint the said *Robert Denby Woodifield* to be a Trustee of the said Will in the Room of the said *Charles Grant*, and that the said *Frederick Calland* was then an Infant under the Age of Twenty-one Years, it is by the Indenture now in recital witnessed, that the said *Henry Patrick, Charles George Calland, John Forbes Calland, and Augustus Percival Calland*, by virtue and in execution of the Power given and reserved to them by the said in part recited Will of the said *Charles Calland*, did appoint the said *Robert Denby Woodifield* to be a Trustee in the Room and Place of the said *Charles Grant*, for all the Trusts and Purposes, and with all the Powers and Authorities expressed and contained in the herein-before in part recited Will of the said *Charles Calland*, so far as the same Trusts, Powers, and Authorities were then subsisting undetermined and capable of taking effect; and the said *Robert Denby Woodifield* did thereby testify and declare his Acceptance of the said Trust; and it is by the Indenture now in recital further witnessed, that the said *Henry Patrick, Charles George Calland, John Forbes Calland, and Augustus Percival Calland* did bargain, sell, and release unto the said *Robert Denby Woodifield* and his Heirs all and every the Freehold Hereditaments and Premises then vested in them the said *Henry Patrick, Charles George Calland, John Forbes Calland, and Augustus Percival Calland*, as such acting Trustees of the said Will of the said Testator *Charles Calland* as afore-said, with the Appurtenances, to hold the same unto the said *Robert Denby Woodifield*, his Heirs and Assigns, to the Use of the said *Henry Patrick, Charles George Calland, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodifield*, their Heirs and Assigns for ever, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations expressed and declared by the said Will of the said *Charles Calland* the Testator, or such and so many of the same Trusts, Intents, and Purposes, Powers, Provisoos, and Declarations, as were then subsisting undetermined and capable of taking effect: And whereas

Indenture of
Release and
Quit Claim,
24th April
1837.

the said *Frederick Calland* attained the Age of Twenty-one Years on or about the Eighth Day of *November* One thousand eight hundred and thirty-nine: And whereas by an Indenture bearing Date the Twenty-fourth Day of *April* One thousand eight hundred and thirty-seven, and made between the said *Charles George Calland, John Forbes Calland, Augustus Percival Calland, and Frederick Calland* of the one Part, and *Emily Eliza Calland* Spinster, *Catherine Caroline Calland* Spinster, and *Louisa Alethea Calland*

Spinster (the Three Daughters of the said *Charles Calland* referred to in his herein-before recited Will) of the other Part, (but which Indenture was not executed by the said *Frederick Calland* until after he had attained the Age of Twenty-one Years,) in pursuance of the Direction in that Behalf contained in the said Will of the said *Charles Calland*, as herein-before is mentioned, they the said *Charles George Calland*, *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* did, and each of them did, remise, release, and for ever quit Claim unto the said *Emily Eliza Calland*, *Catherine Caroline Calland*, and *Louisa Alethea Calland*, their Executors, Administrators, and Assigns, all the Estate, Right, Title, and Interest, Part, Share, Claim, and Demand whatsoever, both at Law and in Equity, of them the said *Charles George Calland*, *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and each and every of them, of, in, and to the said Three several Sums of Fourteen thousand two hundred and twenty-two Pounds Five Shillings, One thousand Pounds, and Six thousand nine hundred and sixteen Pounds Eight Shillings and Sixpence, Three *per Cent.* Consolidated Bank Annuities, and the Dividends, Interest, and annual Produce thereof respectively, to hold the same, subject nevertheless to the Life Interest therein of *Catherine Pearkes Calland* (the Widow of the said *Charles Calland* the Testator), unto the said *Emily Eliza Calland*, *Catherine Caroline Calland*, and *Louisa Alethea Calland*, their Executors, Administrators, and Assigns, in equal Parts, Shares, and Proportions, as Tenants in Common, for their own absolute Use and Benefit: And whereas the said *Samuel Hawkins* (to whom jointly with the said *Charles Calland* such Parts of the said *Forest Estate* as are of Copyhold or Customary Tenure were so surrendered as herein-before is mentioned) died on or about the First Day of *January* One thousand eight hundred and thirty-nine, intestate as to the said Estates, and leaving the said *John Cunningham Calland Bennett Popkin Hawkins* his eldest Son and Heir at Law, and also his Heir according to the Custom of the Manor of *Clase Langevelach*, and also his Heir according to the Custom of the Manor of *Pennard* and Fees of *Kittle Lunnon* and *Trewyddfa*: And whereas at a Court Baron holden for the said Manor of *Clase Llangevelach* on the First Day of *February* One thousand eight hundred and forty-two the said *John Cunningham Calland Bennett Popkin Hawkins* was admitted Tenant of such Parts as are of Copyhold or Customary Tenure and as are held of the said Manor of *Clase Llangevelach* of the said *Forest Estate*, nevertheless upon and for the Trusts, Intents, and Purposes on the Court Rolls of the said Manor expressed concerning the same Premises upon the Surrenders thereof made to the Use of the said *Charles Calland* and *Samuel Hawkins* on the Twenty-seventh Day of *October* and the Twenty-fourth and Twenty-seventh Days of *December* One thousand eight hundred and twenty-seven respectively, as herein-before is recited, and afterwards at the same Court the said *John Cunningham Calland Bennett Popkin Hawkins* did surrender the same Hereditaments into the Hands of the Lord of the said Manor, to the Intent that the Lord of the said Manor might re-grant the same Premises to the Use of the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodifield*, their Heirs and Assigns, nevertheless upon the Trusts and for the Intents and Purposes therein-after expressed and declared of and concerning the same; that is to say, as, to, for, and concerning
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One undivided Fifth Part or Share (the whole into Five equal Parts being considered as divided) of and in the said Customary Messuages, Lands, Tenements, and Hereditaments, and their Appurtenances, upon Trust for the said *William Roots* and *John Pooke*, since deceased, their Heirs and Assigns, during the Term of the natural Life of the said *Mary Amelia* the Wife of the said *William Higgens*, to the Intent that the said *William Roots* and *John Pooke*, since deceased), their Heirs and Assigns, might receive the Rents and Profits of the same One Fifth Part or Share to become due during the Life of the said *Mary Amelia Higgens*, and pay and apply the same upon such Trusts, for the Benefit of the said *Mary Amelia Higgens* or her Assigns, as under and by virtue of the said recited Will of the said *Augustus Calland* were declared, and were or might be subsisting for her or their Benefit of and concerning the Customary Estate of the said *Augustus Calland* thereby devised, or intended so to be, to the said *William Roots* and *John Pooke* (since deceased), during her Life; and as, to, for and concerning One other undivided One Fifth Part or Share (the whole being so considered to be divided as aforesaid), upon such Trusts, and for such Intents and Purposes, and in such Manner, for the Benefit of the said *Sarah Hawkins* during her Life, as would best correspond with the Uses, Trusts, Intents, and Purposes expressed, declared, and contained of and concerning the same in and by the said Will of the said *John Calland*; and as, to, for, and concerning the remaining Three undivided Fifth Parts or Shares (the whole being so so considered to be divided as aforesaid), and also the Two other undivided Fifth Parts or Shares, subject to the said Life Interests respectively as aforesaid, upon such Trusts, and for such Intents and Purposes, and in such Manner, as would best correspond with the Uses, Trusts, Intents, and Purposes limited, expressed, and declared, and the Powers, Provisoos, and Declarations contained in and by the said Will of the said *Charles Calland* deceased, or such or so many of them as were then subsisting or capable of taking effect: And whereas at the same Court came the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, (as the surviving Trustees under the said Will of the said *Charles Calland* deceased,) and prayed of the Lord of the said Manor to be admitted Tenants of the said Manor, according to the Custom of the said Manor, to all and singular the Premises to which the said *John Cunningham Calland Bennett Popkin Hawkins* was admitted as aforesaid, and which were surrendered by the said *John Cunningham Calland Bennett Popkin Hawkins* at the same Court, to the Uses and upon the Trusts therein mentioned and herein-before noticed, and thereupon the Lord of the said Manor granted Seisin thereof to the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, their Customary Heirs and Assigns, to hold the same, with the Appurtenances, unto the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, their Customary Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor, at and under the Rents, Duties, Services, and Customs therefore due and of Right accustomed, nevertheless upon the Trusts and for the Intents and Purposes therein-before mentioned and herein-before noticed, and thereupon the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield* were admitted

Tenants

Tenants accordingly: And whereas at a Court Baron holden for the said Manor of *Pennard* and Fees of *Kittle Lunnon* and *Trewyddfa* on the Twenty-eighth Day of *October* One thousand eight hundred and forty-one the said *John Cunningham Calland Bennett Popkin Hawkins* was admitted Tenant of such Parts as are of Copyhold or Customary Tenure, and as are held of the said Manor of *Pennard* and Fees of *Kittle Lunnon* and *Trewyddfa* of the said *Forest Estate*, nevertheless upon and for the Trusts, Intents, and Purposes on the Court Rolls of the said Manor and Fees expressed concerning the same Premises upon the Surrender thereof made to the Use of the said *Charles Calland* and *Samuel Hawkins* on the Twenty-seventh Day of *December* One thousand eight hundred and twenty-seven, as herein-before is recited; and afterwards at the same Court the said *John Cunningham Calland Bennett Popkin Hawkins* did surrender the same Hereditaments into the Hands of the Lord of the said Manor and Fees, to the Intent that the Lord of the said Manor and Fees might re-grant the same Premises to the Use of the said *Henry Patrick, Charles George Calland*, since deceased, *John Forbes Calland, Augustus Percival Calland*, and *Robert Denby Woodifield*, their Heirs and Assigns, upon the Trusts and for the Intents and Purposes therein-after expressed and declared of and concerning the same; (that is to say,) as, to, for, and concerning One undivided Fifth Part or Share (the whole into Five equal Parts being considered as divided) of and in the said Customary Messuages, Lands, Tenements, and Hereditaments, and their Appurtenances, upon Trust for the said *William Roots* and *John Pooke* (since deceased), their Heirs and Assigns, during the Term of the natural Life of the said *Mary Amelia* the Wife of the said *William Higgens*, theretofore *Mary Amelia Calland* the Widow of the said *Augustus Calland*, to the Intent that the said *William Roots* and *John Pooke* (since deceased), their Heirs and Assigns, might receive the Rents and Profits of the same One Fifth Part or Share to become due during the Life of the said *Mary Amelia Higgens*, and pay and apply the same upon such Trusts, for the Benefit of the said *Mary Amelia Higgens* or her Assigns, as under and by virtue of the said recited Will of the said *Augustus Calland* were declared, and were or might be subsisting for her or their legal Benefit of and concerning the Customary Estate of the said *Augustus Calland*, thereby devised, or intended so to be, to the said *William Roots* and *John Pooke* (since deceased), during her Life; and as, to, for, and concerning One other undivided Fifth Part or Share (the whole being so considered to be divided as aforesaid), upon such Trusts, and for such Intents and Purposes, and in such Manner, for the Benefit of the said *Sarah Hawkins* during her Life, as would best correspond with the Uses, Trusts, Intents, and Purposes expressed, declared, and contained of and concerning the same in and by the said Will of the said *John Calland* deceased; and as, to, for, and concerning the remaining Three undivided Fifth Parts or Shares (the whole being so considered to be divided as aforesaid), and also the said Two other undivided Fifth Parts or Shares, subject to the said Life Interests respectively as aforesaid, upon such Trusts, and for such Intents and Purposes, and in such Manner, for the Benefit of the said *Charles George Calland, John Forbes Calland, Augustus Percival Calland*, and *Frederick Calland* respectively, during their Lives, with such Remainder to their First and other Sons in

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Tail

Tail Male respectively, as would best correspond with the Uses, Trusts, Intents, and Purposes limited, expressed, and declared, and the Powers, Provisoos, and Declarations contained in and by the said Will of the said *Charles Calland*, and upon or for no other Trust, Intent, or Purpose whatsoever: And whereas at a Court Baron held in and for the said Manor of *Pennard* and Fees of *Kettle Lunnon* and *Trewyddfa* on the Seventeenth Day of *January* One thousand eight hundred and forty-two came the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, as the surviving Trustees under the said Will of the said *Charles Calland* deceased, and prayed of the Lord of the said Manor and Fees to be admitted Tenants of the said Manor and Fees according to the Custom of the said Manor and Fees, to all and singular the Premises to which the said *John Cunningham Calland Bennett Popkin Hawkins* was admitted as aforesaid, and which were surrendered by the said *John Cunningham Calland Bennett Popkin Hawkins* at the same Court to the Uses and upon the Trusts therein mentioned and herein-before noticed, and thereupon the Lord of the said Manor and Fees granted Seisin thereof to the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, their Customary Heirs and Assigns, to hold the same, with the Appurtenances, to the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield*, their Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor and Fees, at and under the Rents, Duties, Services, and Customs therefore due and of Right accustomed, nevertheless upon the Trusts and for the Intents and Purposes therein-before mentioned and herein-before noticed, and thereupon the said *Henry Patrick*, *John Forbes Calland*, *Augustus Percival Calland*, and *Robert Denby Woodfield* were admitted Tenants accordingly: And whereas the said *William Higgens* died in or about the Month of *December* One thousand eight hundred and thirty-three: And whereas the said *Charles George Calland* lately died a Bachelor in the *East Indies*, leaving the said *John Forbes Calland* his eldest surviving Brother and Heir at Law, and it hath not yet been ascertained whether the said *Charles George Calland* hath left any Will: And whereas the said *Sarah Hawkins* died in or about the Month of *April* One thousand eight hundred and forty-two: And whereas the said Sum of Five thousand Pounds is still owing to the said *Lewis Bayly Wallis*, by virtue of the said Indenture of the First Day of *December* One thousand eight hundred and thirty-two, and the said Sum of One thousand two hundred and fifty Pounds is still owing to the said *Edward Martin Davies*, by virtue of the said Indenture of the Fourth Day of *April* One thousand eight hundred and thirty-six: And whereas the said *Forbes* (the Brother in Law of the said *Charles Calland*) hath never yet acted, nor expressed any Wish or Inclination to act, in the Trusts of the said Will of the said *Charles Calland*: And whereas the said *John Forbes Calland* and *Frederick Calland* are both Bachelors: And whereas the said *Augustus Percival Calland* intermarried with *Hannah Matilda Gibson* Spinster (now *Hannah Matilda* his Wife) on or about the Twenty-eighth Day of *May* One thousand eight hundred and forty, but he hath at present no Issue Male: And whereas the leasing Power contained in the said Will of the said *Charles Calland* is expressly confined in its

Terms to such Parts of the Estates thereby devised as aforesaid as were not already demised at the Date of the said Will : And whereas the greater Part of the Lands and Hereditaments so as aforesaid comprised in and devised by the said Will of the said *Charles Calland* was at the Time of his Decease subject to subsisting Leases or other Tenancies which are still unexpired, and since the Decease of the said *Charles Calland* certain Leases and Agreements for Leases of Parts of the said devised Estates have been executed and entered into by the Trustees of his said Will ; and all the Mines of Coal, Culm, and Ironstone (which are the only valuable Mineral Substances known to exist in any Quantity under the said Lands or any Part thereof) in or under the said Lands (except about Five Acres) were prior to and at the Time of the Death of the said *Charles Calland* under Demise for a long Term of Years, and the remaining Five Acres or thereabouts were subject to a Lease which will expire at *Michaelmas* One thousand eight hundred and forty-four, and the said Mines are now open and in work under the said Leases : And whereas the said Lands and Hereditaments comprised in and devised by the said Will of the said *Charles Calland*, and which are particularly mentioned and comprised in the said Two several Schedules to this Act, as herein-before is mentioned, lie in the midst of a Mining District, and extend for a considerable Distance alongt he Banks of the navigable River *Tarwe*, and the Population in the immediate Vicinity of the said Estates hath for some Time past been and still is rapidly increasing, and the said Lands, or many Parts thereof, on account of their advantageous Situation, afford Sites particularly eligible for the Erection and Maintenance of Collieries, and Works for the Preparation of Copper Ore and other Mineral Substances, and also for the building of Houses for the Residence of the Persons engaged in the Works connected with the Mining Operations of the District, and for other Building Purposes ; and there are divers Collieries, Foundries, Mills, Messuages, Manufactories, Works, and other Erections and Buildings now standing upon certain Parts of the said Lands, which are now in Lease, and the Leases whereof, in many Instances, are within a few Years of their Determination by Effluxion of Time ; and there are divers Parts of the said devised Estates which may probably be leased with Advantage for Agricultural or Farming Purposes, or for draining, embanking, or otherwise improving the same ; and Parts of the said Estates may probably be leased with Advantage for the Growth of Pitwood ; and it would be highly and permanently advantageous to the said *Mary Amelia Higgens*, *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and to the several other Persons interested and who may become interested in the said Estates under the respective Wills of the said *John Calland* and *Charles Calland*, if Power were given to the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland* to grant long Leases of all or any Part or Parts of the said Lands and Hereditaments so as aforesaid comprised in and devised by the said Will of the said *Charles Calland*, and of any Buildings now or hereafter to be erected or standing thereon, for the Purposes of building or repairing, or for other Purposes of Improvement connected with building, and also Farming Leases of all or any Part of the said Lands which it may be deemed expedient to demise for Farming or Agricultural Purposes, and also long Leases
for

for the Purpose of draining, embanking, or otherwise permanently improving such Parts of the said Lands as are at present unreclaimed or unprofitable, and also long Leases of the Coal and other Mines, Minerals, and Quarries already opened or discovered, or hereafter to be opened or discovered in or under any Part of the said devised Estates, and also long Leases of any Parts of the said Lands which it may be deemed expedient to lease for the Growth of Pitwood, and also long Leases of any Collieries, or Copper, Iron, or other Works, Foundries, Furnaces, or Manufactories, already standing or hereafter to be erected on the said devised Estates, or any Part or Parts thereof, and which it may be deemed expedient to lease for Manufacturing Purposes, or for any Purposes connected with the preparing, smelting, or otherwise reducing into a merchantable State of Coal, Copper, Iron, or other Ores or Minerals, and of any Slag-ground, or other Land for a Purpose of that Nature, which it may be deemed expedient to lease, either along with or separately from any such Collieries, or Copper, Iron, or other Works, Foundries, Furnaces, or Manufactories, and also Wayleaves and Waterleaves and other Easements in, upon, or over the said devised Estates, or any Part or Parts thereof, and, so far as regards any Portion of the said Lands, Mines, and Estates which may be at present on Lease, either after the Determination by Effluxion of Time of the present Leases or other Tenancies thereof, or upon a Surrender of the existing Terms or Interests therein, as may be deemed in each or any Case most advantageous, and as to all such Leases or Grants at and under adequate Rents and Reservations, and with and under usual and proper Provisions and Restrictions: And whereas such Parts of the Lands and Hereditaments specified in the First and Second Schedules to this Act, or in One of them, as are also particularly specified in the Third Schedule to this Act, are intermixed with or contiguous to the Lands of other Persons, and in some Instances have been and are held by the same Persons who are Tenants of the said Lands belonging to such other Persons, and it may probably happen that the Lands and Hereditaments so specified in the said Third Schedule to this Act as aforesaid, or certain Portions thereof, might, with Advantage to the Bulk of the said devised Estates, and the Persons interested and to become interested therein, be sold, and the Monies arising from such Sales laid out in the Purchase of other Lands or Hereditaments, to be settled to the same Uses as the Lands sold were subject to: And whereas the several Objects and Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Now therefore Your Majesty's most dutiful and loyal Subjects, the said *Mary Amelia Higgens, John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, 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, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodfield*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, and during the Lives of them

Power to the Trustees of the Will of Charles Calland, with certain Consents, to grant Building, &c. Leases for

them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, then also, so long as there shall be in existence any Son of any of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland*, and shall be under the Age of Twenty-one Years, but, so far as regards the Share to which each of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland*, with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and, so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, from Time to Time, by any Deed or Deeds duly executed, to demise or lease for One Life, or for Two or Three Lives in being at the same Time, or for One Life or for Two or Three Lives in being at the same Time, together with such a Term or Number of Years, to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives shall last shall be equal to a Period of Ninety-nine Years, to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or Two or Three Lives in being at the same Time, or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, all or any Parts or Part of the Lands or Grounds particularly mentioned or described in the said Three Schedules to this Act, and which shall not have been previously to the granting of such Lease sold and disposed of under the Provisions of this Act, and also all or any Parts or Part of any Lands or Grounds which shall be purchased under the Provisions of this Act, or which upon any Inclosure or otherwise may hereafter become subject to the same Uses as the said Lands specified in the said Schedules to this Act, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses, Manufactories, Warehouses, Works, Workshops, Mills, Forges, or other Buildings upon any Part of the

99 Years, or
for Lives of
the Lands in
Schedules.

[Private.]

same Lands or Grounds, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Works, Workshop or Workshops, Mill or Mills, Forge or Forges, Churches, Chapels, Meeting Houses, or other Buildings, in lieu or stead thereof or in addition thereto, or to erect and build any House or Houses, Manufactory or Manufactories, Warehouse or Warehouses, Works, Workshop or Workshops, Mill or Mills, Forge or Forges, Churches, Chapels, Meeting Houses, or other Building or Buildings on any Part of the said Lands or Grounds whereon no Building shall be then standing, or who shall be willing to annex any of the said Lands or Grounds for Gardens, Yards, Courts, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Lands or Grounds or any Part thereof, or who shall be willing to erect, excavate, construct, or make, upon or within any Part or Parts of the said Lands or Grounds, any Canals, Docks, Basins, Mill Ponds, Wharfs, Quays, Staiths, Piers, Jetties, or other Shipping or Landing Places or Storeyards, or any Railways, Tramroads, or other Ways, Roads, or Passages, or any other Conveniences for facilitating and promoting the Use and Enjoyment of any such Canals, Docks, Basins, Mill Ponds, Wharfs, Quays, Staiths, Piers, Jetties, or other Shipping or Landing Places, or who shall be willing otherwise to improve the said Lands or Grounds or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings or Works standing or being upon or within the Land or Ground in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Landing Places, Yards, Burial Grounds, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been previously sold or leased of the said Lands or Grounds hereby authorized to be leased as aforesaid, or (so far as any Reservation in any Conveyance or Lease which shall have been previously made of any Part of the said Lands or Grounds will authorize) any Part which shall have been previously sold or leased of the said Lands or Grounds, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any

any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles, or other Materials to be used in such new Buildings, Works, Repairs, or Improvements as aforesaid; and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults; Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under the Lands or Grounds leased; and with or without any other Liberties, Privileges, Easements, or Reservations which shall be reasonable or are usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expences of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Lands hereby authorized to be leased as aforesaid; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Trustees or Trustee for the Time being exercising this present Power as to the Mode in which any other Part or Parts of the said Lands or Grounds hereby authorized to be leased as aforesaid shall be built upon, laid out, used, or improved; so as in every such Lease there be reserved and made payable (except in Cases where Peppercorn or other merely nominal Rents may be reserved, according to the Provisions herein-after contained,) the best and most beneficial yearly Rent or Rents which can at the Time of the making or granting of any such Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same; and so as such Rent or Rents be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of making or granting the same; and so as in every such Lease made for the Purpose of having Buildings or Works erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Buildings and Works which may be agreed to be built or constructed within a Time to be specified for that Purpose, and to keep in repair during the Continuance of the Term to be thereby granted such Buildings or Works; and so as in every such Lease made for the Purpose of having Buildings or Works improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Buildings or Works agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved (unless the same shall be a Peppercorn or other merely nominal Rent), and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever

ever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Dwelling Houses, Churches, Chapels, and Meeting Houses erected and built, or to be erected and built, or improved or repaired, on the Premises to be therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or One of the Offices for Insurance in *London, Westminster, Bath, Bristol, or Swansea*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Dwelling Houses, Churches, Chapels, and Meeting Houses as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses, Manufactories, Warehouses, Workshops, Mills, Forges, Churches, Chapels, Meeting Houses, Erections, Buildings, and Works to be erected and built or improved, repaired, or constructed on the Premises therein comprised, on the Expiration or other sooner Determination of the Term, Estate, or Interest to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on such Lease, their, his, or her Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Condition of Re-entry for Nonpayment of the Rent to be thereby reserved (unless the same shall be a Peppercorn or other Rent merely nominal), or for Non-performance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions; and either with or without a Proviso that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except the Covenant for Payment of the Rent, and such other Covenants, Provisoes, or Conditions, if any, as may be agreed upon between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease, or of the Term, Estate, or Interest thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Persons or Person granting such Lease, and especially (if it shall be deemed expedient) a Power to the Lessee or Lessees at any Time or Times to alter or re-construct any Manufactory or Works which may be comprised in any such Lease, so as that such Alteration or Re-construction be made with the Privity of the immediate Reversioner or Reversioners for the Time being, or his, her, or their Guardian or Guardians, and to the Satisfaction of such Reversioner or Reversioners, or his, her, or their Guardian or Guardians, or his, her, or their Surveyor or Surveyors; and so as that the respective Lessees execute Counterparts of their respective Leases: Provided always, that the first

Payment

Leases to contain a Proviso for Re-entry.

Counterpart of Leases to be executed.

Payment of the Rent to be reserved in any Lease to be made under the Provision herein-before contained may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made.

II. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid, and they and he are and is hereby authorized and empowered, at any Time or Times during the Period herein-before limited for the Exercise of the said Power of granting Leases as aforesaid, nevertheless with such Consent as is herein-before declared to be requisite to the Validity of any Lease to be granted under the Provision herein-before contained, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Parts or Part of the Lands or Grounds of which they or he are or is herein-before authorized to grant Leases as aforesaid, with the Buildings, if any, which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, and his or their Executors, Administrators, and Assigns, or to such other Person or Persons, to be approved of by the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid, as he or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms, Estates or Interests, to be specified in such Contract or Contracts, and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited in any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall or may be reserved in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Land or Ground thereby agreed to be leased; and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn, or some other merely nominal Rent,

Contracts may be entered into for granting Building Leases.

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either

either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Lands or Grounds thereby agreed to be leased, either by a Surveyor or Surveyors, or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved in the Lease or Leases granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased (to be determined on by a Surveyor or Surveyors, or Referee or Referees, or otherwise), the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn, or at some other merely nominal Rent; and in case of Leases to be granted at the yearly Rent of a Peppercorn, or at some other merely nominal Rent, to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract or Contracts respectively shall be expressed, Regard being had to the Quantity of Land or Ground from Time to Time agreed to be leased, and the Progress of the Buildings or Works stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts as shall not for the Time being be leased of the Hereditaments comprised in such Contract or Contracts to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, or enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

Every Contract to contain a Clause of Re-entry.

III. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed; and also a Clause or Condition that the Person or Persons to whom such

such Lease or Leases ought to be granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same, within a reasonable Time to be therein appointed, or that in default thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

IV. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be granted or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Persons or Person for the Time being herein-before authorized to grant such Leases as aforesaid (but with such Consent as is herein-before declared to be requisite to the Validity of any Lease to be granted under the Provision herein-before contained) to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases, of the same Premises, under the Powers or Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

On Recovery of Possession under any Clause of Re-entry, fresh Leases or Contracts may be made.

V. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized to grant Leases by virtue of this Act (but with such Consent as is herein-before declared to be requisite to the Validity of any Lease to be granted under the Provision herein-before contained) from Time to Time to enter into any new Covenant or Covenants, or Agreement or Agreements, in relation to the Hereditaments so authorized to be leased by them or him respectively as aforesaid, with any Person or Persons for the Time being entitled to the Benefit of any Contract or Contracts which shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable to or with the Powers and Provisions of this Act, and also to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, so nevertheless that after such Release or Releases respectively such Contract or Contracts respectively

New Agreements may be entered into with Persons having Contracts, by way of Addition to or Explanation of such Contracts.

After the Execution of any Lease, the Contract not to form any Part of the Evidence of Title.

tively shall, notwithstanding any such new Covenants or Agreements as last aforesaid, continue to be conformable to or with the Powers and Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts as aforesaid, and the Hereditaments so surrendered shall or may be afterwards leased without a Contract, or contracted or agreed to be leased, and afterwards leased, under the Powers and Authorities herein-before contained, in the same or like Manner as if the Contract or Contracts for leasing the same which shall have been released or surrendered as aforesaid had never been entered into or executed: Provided always, that every Lease to be granted under any of the Provisions herein-before contained shall be deemed and taken to be duly granted, although it may have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been granted in pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract; provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to the Leases hereby authorized to be granted, and that after any such Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Power to grant Farming Leases for 21 Years.

VI. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodifield*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland*, and shall be under the Age of Twenty-one Years, (but so far as regards the Share to which each of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland*, with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then, at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and, so far as regards

regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, from Time to Time, by any Deed or Deeds, duly executed, to demise or lease all or any Parts or Part of the Lands or Grounds particularly mentioned and described in the said Three Schedules to this Act, and which shall not have been previously to the granting of such Lease sold and disposed of under the Provisions of this Act, and also all or any Parts or Part of any Lands or Grounds which shall be purchased under the Provisions of this Act, or which, upon any Inclosure or otherwise, may hereafter become subject to the same Uses as the said Lands specified in the said Schedules to this Act, either with or without any Farmhouses, Cottages, Barns, or other Agricultural Buildings, or Conveniences belonging to the same, unto any Person or Persons, for any Term or Number of Years absolute, not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest; so as there shall be reserved on every such Demise or Lease, payable half-yearly or oftener during the Continuance of the Term thereby created, the best or most improved yearly Rent or Rents that can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so as there be contained in every such Demise or Lease a Clause or Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be respectively reserved; and so as the Lessee or Lessees do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste: Provided always, that any Stipulation, Covenant, Condition, or Agreement in any such Demise or Lease to be contained, on the Part of the Lessee or Lessees, for the Adoption and Use of any particular Mode or System of Cultivation, or for the Drainage or subdividing of all or any of the Lands comprised in such Demise or Lease, or for the Erection of any new or additional Barns or Out-houses or other Farm Buildings, or for putting into repair any Houses or Buildings to be comprised in any such Demise or Lease, or for making any substantial Improvements in the Premises, or for the Reservation or Payment of any additional Rent or Rents or Penalty on Breach of any of the Covenants or Agreements contained in any such Demise or Lease, shall not be deemed or construed to be a Fine, Premium, or Foregift for the granting of such Demise or Lease within the Meaning of this Act.

VII. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodifield*, and the Survivors or Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of *the* Power to grant Draining Leases for 99 Years, or for Lives.

[*Private.*]

the said *Charles Calland*, and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments, as Tenant in Tail Male in Possession, under or by virtue of the said Will of the said *Charles Calland*, and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland*, with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, from Time to Time, by any Deed or Deeds duly executed, to demise or lease all or any Parts or Part which for the Time being may be unreclaimed or unprofitable of the Lands or Grounds particularly mentioned and described in the said Schedules to this Act, and which shall not have been previously to the granting of such Lease sold and disposed of under the Provisions of this Act, and also all or any Parts or Part of any Lands or Grounds which shall be purchased under the Provisions of this Act, or which upon any Inclosure may hereafter become subject to the same Uses as the said Lands specified in the said Schedules to this Act, for One Life, or for Two or Three Lives in being at the same Time, or for One Life, or for Two or Three Lives in being at the same Time, together with such a Term of Years, to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives may last shall be equal to a Period of Ninety-nine Years, to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or of Two or Three Lives in being at the same Time, or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in

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Possession,

Possession, and not in Reversion or by way of future Interest, to any Person or Persons who shall be willing to drain, embank, or bring into Cultivation, or render fit for Pasture, Tillage, or Planting, or otherwise improve the Land or Ground proposed to be demised, or any Part thereof, and either with or without any Liberties or Privileges which to the Persons or Person granting such Lease may seem reasonable; so that in every such Lease there be reserved and made payable, half-yearly or oftener, during the Continuance of the Term or Estate thereby created, the best yearly Rent that can at the Time of making the same, and considering the Nature and Circumstances of the Case, be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof; and so as in every such Lease there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and so that in every such Lease there be contained a Power for the Person or Persons for the Time being entitled to the Receipt of the Rent or Rents thereby reserved, or their or his Servants and Agents, to enter upon the Premises, and to inspect the Condition thereof, and also a Clause or Condition of Re-entry for Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents to be thereby reserved, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Person or Persons granting such Lease to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases.

VIII. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland,* and *Robert Denby Woodifield,* and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland,* and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments, as Tenant in Tail Male in Possession, under or by virtue of the said Will of the said *Charles Calland,* and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland,* with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the

Power to
lease Mines
for 99 Years,
or for Lives.

the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and, so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Estate for Life of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, by any Deed or Deeds, duly executed, from Time to Time to demise or lease all and every or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, and Limestone, and other Stones, Minerals, and Substances, already found or discovered, or which shall or may at any Time or Times hereafter be found or discovered, in, under, or upon the Lands or Grounds comprised in the said Schedules to this Act or any of them (except such Parts of the said Lands or Grounds as are situate within the Fee of *Trewyddfa*), or any Part thereof, which shall not have been previously to the granting of such Lease sold and disposed of (without a Reservation of the Mines) under the Provisions of this Act, or in, under, or upon any Lands or Grounds which shall be purchased under the Provisions of this Act, or which upon any Inclosure or otherwise shall become subject to the same Uses as the Lands comprised in the Schedules to this Act, and which shall contain Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, and Limestone, or any of them, or any other Stones, Minerals, or Substances, either with or without any Messuages, Buildings, Works, Collieries, Furnaces, or other Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, unto any Person or Persons, for One Life, or for Two or Three Lives in being at the same Time, or for One Life, or for Two or Three Lives in being at the same Time, together with such a Term of Years, to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives shall last shall be equal to a Period of Ninety-nine Years, to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or Two or Three Lives in being at the same Time, or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to search, seek for, bore, dig, drive, sink for, discover, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, and Limestone and other Stone, Minerals, and Substances,
and

and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Gutters, Watergates, and Watercourses, and other subterraneous Works, in and under any Part or Parts of the Lands and Grounds comprised in the said Schedules to this Act, or which shall for the Time being be settled to the same Uses, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machineries, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, Limestone and other Stone, Metals, Minerals, and Substances, forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe, or Stench from, forth, and out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining and other Mines, Quarries, Pits, Shafts, or Workings, either for the Purpose of working the Mines and Minerals under the adjoining Properties, or for the Purpose of working the Mines and Minerals hereby authorized to be demised as aforesaid, or any of them, through the Mines, Quarries, Pits, Shafts, or Workings under any adjoining Properties; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground-room, Heap-room, and Pit-room, for bringing to Bank, stacking, depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and Substances, Slack, Slag, and other Refuse, which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries, or from or out of any Furnaces, Manufactories, Brick-kilns, Collieries, or other Works to be comprised in any such Lease or Leases as aforesaid, or to be erected or set up as aforesaid, or which may be raised or brought or imported from any other Mines, Lands, or Works; and also full and free Liberty, Licence, Power, and Authority (so far as the Persons or Person for the Time being granting such Lease may be competent to grant the same, and without Prejudice or Injury to the Rights of other Parties,) to have, use, and take all or any of the Water flowing or which shall or may flow or be made to flow in, upon, under, or over any of the Lands and Hereditaments comprised in the said Schedules to this Act, and which shall not have been sold without a Reservation of such Rights, and also in, upon, or over any other Lands standing for the Time being settled to the same Uses or any Part thereof, and (without Prejudice as aforesaid) to turn and convert the same into the said Mines or Works for working any Machinery to be erected as aforesaid, or for any other Purpose or Purposes connected with the working of the said Mines and Quarries, together with full and sufficient Wayleaves, Waterleaves, Roads, Paths, subterraneous or other Passages, Storeyards, and other like Easements and Privileges, (in, upon, out of, under, or over all or any Part or Parts of the Lands and Hereditaments comprised in the said Schedules to this Act, and which shall not have been sold without a Reservation of the Power to make any such Grant, and also in, upon, out of, under, or over

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any

any other Lands standing for the Time being settled to the same Uses,) to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and his, her, and their Agents, Workmen, and Servants, from Time to Time, during the Continuance of the Term or Terms of Years or other Estate or Interest to be by such Demise or Lease respectively granted or created, to take, lead, carry away, and deposit, with Horses, Carts, Wains, Waggon, and Carriages, all the Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, and Limestone and other Stone, Minerals, Earth, Rubbish, and Substances to be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Lodges, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Watercourses, Tramroads, Railways, or framed Waggon Ways, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways, Weighing Machines, or other Machineries, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, and placing of Workmen, Workhouses, Works, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, carrying away, and depositing the said Coal, Copper, Iron, Ironstone, Lead, Tin, Clay, Marl, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and other Substances, Slack, Slag, and Refuse, whether produced from the Mines and Minerals hereby authorized to be leased, or from other Mines or Properties, and to make, construct, and set up such Gates, Hedges, Mounds, Embankments, and other Fences as shall or may be proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from the Lands adjoining thereto, and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Tramroads, Railways, Waggon Ways, Weighing Machines, and other Machinery, at his, her, or their Will and Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, or Spar, for making or building such Houses and other Buildings as aforesaid, and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Coal, Copper, Iron, Ironstone, Lead, Tin, and other Minerals and Substances, and for the manufacturing and carrying away the same; or with such of the same several Liberties, Powers, and Privileges hereby authorized to be granted as aforesaid as the Persons or Person making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable, during the Continuance of the Term, Estate, or Interest to be thereby respectively created, such yearly or other Rent or Rents, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly in Money, and partly in Tolls, Duties, Royalties, and Reservations, or otherwise, as can, under the Circumstances of the Case, be reasonably had or gotten for the

Mines and Quarries, Lands, Grounds, Wayleaves, Waterleaves, Roads, and Easements to be comprised therein respectively; and so as such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the same; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations, thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid within a reasonable Time to be therein specified; and so as the Lease of all Lands or Grounds to be leased with any Mines and Quarries, or to be given up for the Purposes of any such Wayleaves, Waterleaves, Railways, Tramroads, Watercourses, Sideways, Batteries, Cuts, Inclined Planes, or Storeyards as aforesaid, shall cease with the Lease of the same Mines or Quarries respectively; and so as the respective Lessee or Lessees execute Counterparts of all such Demises or Leases as shall be made to them respectively, and enter into such Covenants and Agreements as the Persons or Person making such Demises or Leases respectively shall deem expedient, for the working and managing the said Mines and Works, and for rendering the same as productive of Rent or Royalty, or both, as Circumstances will permit, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable, and also a Covenant or Proviso on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, that it shall be lawful for the Persons for the Time being entitled to the Reversion of the Premises thereby to be demised in immediate Expectancy on the Determination of the Demise to be thereby made, in case such Persons or Person shall be of the full Age of Twenty-one Years, but if not then for the Guardians or Guardian for the Time being of such Persons or Person, at the Expiration or other sooner Determination of the Term of Years or other Estate or Interest demised or granted in and by such Lease, (they, he, or she having given Six Calendar Months previous Notice in Writing of their, his, or her Intention so to do, wherever it may have been practicable to give such previous Notice,) to purchase all or any of the Engines, Tools, Implements, Tramplates, Utensils, and Stores used or employed by such Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, in, upon, or about the Premises to him, her, or them demised in or by such Lease, at a Valuation, to be made by Three indifferent Persons, or any Two of them, One of such Three to be chosen by the Persons or Person so intending to purchase, another by the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and the Third by the said Two so first chosen, with such Provisions in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Lease, and for giving full Effect to the Submission to Arbitration or Valuation, as shall be agreed upon between the Parties to any such Lease, and generally that in and by such Demises or Leases respectively there shall and may be reserved or contained any other
Reservations,

Reservations, Covenants, Agreements, Provisoes, or Stipulations whatsoever which are usual in Leases granted of Mines in the said County of *Glamorgan*, or which shall or may be deemed necessary or expedient for providing for the due working and Management or for the advantageous letting of any Mines and Quarries so to be demised or leased, or any Works belonging thereto, so as that the same be not inconsistent with or tend to defeat the Effect of any of the Covenants or Provisions herein-before respectively directed to be inserted therein; and particularly that it shall be lawful, in and by any Lease to be granted under this present Power, to agree that the Lease shall be determinable by the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, at any Time or Times to be in such Lease specified in that Behalf, on giving such Notice of his, her, or their Desire to determine the same as shall be in such Lease prescribed (not being less than Twelve Calendar Months), and on Payment, upon or before the Day in such Notice specified for the Determination of the Lease, of all the Rents, Royalties, Tolls, Duties, Reservations, and gross or other Sums of Money which shall have become payable by virtue of such Lease previously and up to that Time, yet so nevertheless that the Determination of any Lease by Notice as aforesaid shall not prejudice any Right of Action or other Remedy which may at the Time of the Determination of such Lease be subsisting in favour of or against the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, or any of them, by reason of any Breach or Breaches then already committed of any of the Covenants, Conditions, or Agreements, either on the Lessors or Lessees Part, contained in the Lease which shall be so determined; and that it shall be lawful in any such Lease to stipulate that the Lessee or Lessees shall expend a given Sum, or shall not be obliged to spend more than a given Sum, within any Time to be in the Lease specified in that Behalf, in or about working or searching for any Mines or Minerals to be comprised in such Lease; and no Stipulation of that Nature shall be deemed to be a Fine, Premium, or Foregift for the granting of such Demise or Lease within the Meaning of this Act.

Covenants,
&c. in Leases
of Mines may
be explained
and altered
by subse-
quent Deeds.

IX. Provided always, and be it further enacted, That it shall be lawful for the Persons or Person for the Time being authorized to grant Leases by virtue of this Act (but with such Consent as is hereby declared to be requisite to the Validity of any Lease to be granted under the Provisions of this Act) from Time to Time to enter into any new Covenant or Covenants, Stipulation or Stipulations, or other Provision or Provisions, in relation to any Mines, Minerals, or Quarries hereby authorized to be leased as aforesaid, or any Easements or Privileges connected with the working thereof, with any Person or Persons for the Time being entitled to the Benefit of any Lease or Leases which shall have been granted of any Mines, Minerals, or Quarries under or by virtue of this Act, or which shall have been previously granted, and shall be subsisting at the Time of the passing of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants, Stipulations, or Provisions in such Lease or Leases respectively contained, yet so nevertheless that such Lease or Leases respectively shall, when

so added to, explained, or altered, be conformable to or with the Powers and Provisions of this Act; and so that the Lessee or Lessees do execute a Counterpart of each Deed to be executed in pursuance of this present Provision.

X. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland,* and *Robert Denby Woodifield,* and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland,* and they and he are and is hereby authorized and empowered, at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* then also, so long as there shall be in existence any Son of any of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland,* and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland,* with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland,* and so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland,* with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, from Time to Time, by any Deed or Deeds duly executed, to demise or lease all or any Parts or Part of the Lands or Grounds particularly mentioned and described in the said Schedules to this Act, and which shall not have been previously to the granting of such Lease sold and disposed of under the Provisions of this Act, and also all or any Part or Parts of any Lands or Grounds which shall be purchased under the Provisions of this Act, or, which, upon any Inclosure or otherwise, may hereafter become subject to the same Uses as the said Lands specified in the said Schedules to this Act, (and which shall be deemed more eligible for planting of Trees for Pitwood than for Agricultural Purposes,) for One Life, or for Two or Three Lives in being at the same

Power to grant Leases of Land for growing Pitwood, for 99 Years, or for Lives.

[Private.]

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Time,

Time, or for One Life, or for Two or Three Lives in being at the same Time, together with such a Term of Years, to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives may last shall be equal to a Period of Ninety-nine Years, to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or of Two or Three Lives in being at the same Time, or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, to any Person or Persons who shall be willing to plant on the Land or Ground proposed to be demised and to use and cultivate the same as a Nursery or Plantation for the Growth of Poplar, Alder, Larch, and other Trees for Pitwood; with Liberty for the Lessee or Lessees during the said Term to lop, top, fell, cut down, stump, grub up, carry away, use, sell, or dispose of all or any of the Poplar, Alder, Larch, and other Trees which may be planted by him or them upon the Ground comprised in any such Lease, at such Times and Seasons as he or they shall think proper, and from Time to Time to plant other Trees in the Place of those so felled, cut down, or grubbed up, and in like Manner to lop, top, fell, cut down, stump, grub up, carry away, use, sell, or dispose of the same, and in the meantime to cultivate and use the said Land in such Manner as such Lessee or Lessees shall think fit; and also with or without any other Liberties or Privileges which to the Persons or Person granting such Lease may seem reasonable; so that in every such Demise or Lease there be reserved and made payable half-yearly or oftener during the Continuance of the Term or Estate thereby created the best yearly Rent that can at the Time of making the same, and considering the Nature and Circumstances of the Case, be reasonably had or gotten for the same; and so as every such Lease be made without taking for or in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift; and so as in every such Lease there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises; and so as in every such Lease there be contained a Power for the Persons or Person for the Time being entitled to the Receipt of the Rents thereby reserved, or their or his Servants and Agents, to enter upon the Premises, and to inspect the Condition thereof, and also a Clause or Condition of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents to be thereby reserved, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Persons or Person granting such Lease to be reasonable or proper; and so as the respective Lessees execute Counterparts of their respective Leases.

Power to
lease Col-
lieries, Cop-
per and other

XI. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodfield*, and the Survivors and Survivor of them, or

other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and they and he are and is hereby authorized and empowered; at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland*, and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland*, with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who, subject to the Mortgages and other Interests preceding the Estate for Life of the said *Charles George Calland* under the said Will, is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, by any Deed or Deeds duly executed from Time to Time to demise or lease all and every or any of the Collieries, Copper Works, Iron Works, Mills, Foundries, Furnaces, Forges, Manufactories, or other Buildings whatsoever (convenient or capable of being advantageously used for Manufacturing Purposes, or for any Purpose connected with the preparing, smelting, or otherwise reducing into a merchantable State of Coal, Copper, Iron, or other Ores or Minerals,) which now are or at any Time or Times hereafter shall or may be standing and being in, upon, or about any Part or Parts of the Lands or Grounds particularly mentioned and described in the Schedules to this Act, and which shall not have been previously to the granting of such Lease sold and disposed of under the Provisions of this Act, or in, upon, or about any Part or Parts of any Lands or Grounds which shall be purchased under the Provisions of this Act, or which upon any Inclosure or otherwise may hereafter become subject to the same Uses as the said Lands specified in the said Schedules to this Act; and also (either together with or separately from any such Collieries, Copper Works, Iron Works, Foundries, Furnaces, Forges, Manufactories, or other Buildings,) all or any Part or Parts of the same several Lands or Grounds which it may be thought expedient to demise

Works, and
Foundries,
for 99 Years,
or for Lives.

demise or lease with a view to the same being used as Slag-ground, or otherwise for the Purpose of depositing Mineral Substances, or Slag or Refuse, or Machinery or Utensils, or which may be otherwise necessary for the Convenience of any Person or Persons who may become the Lessee or Lessees of any Colliery or Collieries, Copper Works, Iron Works, Mill or Mills, Foundry or Foundries, Furnace or Furnaces, Forge or Forges, Manufactory or Manufactories, or other Building or Buildings to be leased under the Powers of this Act, or any of them, or who may now be or be engaged in any Works of like Character in the Neighbourhood of the Land or Ground for the Time being proposed to be so demised as last aforesaid, unto any Person or Persons, for One Life, or for Two or Three Lives in being at the same Time, or for One Life, or for Two or Three Lives in being at the same Time, together with such a Term of Years, to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives shall last shall be equal to a Period of Ninety-nine Years to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or Two or Three Lives in being at the same Time; or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in Possession, and not in Reversion or by way of future Interest, and with any Liberties, Powers, Easements, or Privileges usual or proper in such Cases which it may be thought expedient to grant therewith; so as in every such Lease to be made under this present Power there be reserved and made payable the best and most improved yearly Rent or Rents which can at the Time of the making or granting of such Lease be obtained or reasonably had or gotten for the same; and so as such Rent or Rents be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or any Thing in the Nature thereof, for or in respect of making or granting the same; and so as in every such Lease which shall comprise or include any Buildings there shall be contained a Covenant on the Part of the Lessee or Lessees to keep in repair the Buildings therein comprised; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant to surrender the Possession of and leave in good Repair the Buildings and Works comprised therein, or to be erected and built on the Premises therein comprised, on the Expiration or other sooner Determination of the Term, Estate, or Interest to be thereby granted; and so as in every such Lease there be contained a Power for the Persons or Person who shall for the Time being be entitled to the Reversion expectant on such Lease, their, his, or her Surveyors and Agents, to enter upon the Premises, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Condition of Re-entry for Nonpayment

ment of the Rent, to be thereby reserved, or for Non-performance of any of the Covenants, Provisoos, and Conditions therein contained, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to be observed or performed, or of any One or more to be in that Behalf agreed upon and specified in such Lease of such Covenants, Provisoos, and Conditions, and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the Persons or Person granting such Lease, and especially (if it shall be deemed expedient) a Power to the Lessee or Lessees at any Time or Times to alter or re-construct any Manufactory or Works which may be comprised in any such Lease, so as that such Alteration or Re-construction be made with the Privity of the immediate Reversioner or Reversioners for the Time, or his, her, or their Guardian or Guardians, and to the Satisfaction of such Reversioner or Reversioners, or his, her, or their Guardian or Guardians, or his, her, or their Surveyor or Surveyors; and so as that the respective Lessees execute Counterparts of their respective Leases.

XII. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland,* and *Robert Denby Woodifield,* and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland,* at any Time or Times, and from Time to Time after the passing of this Act, and during the Lives of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland,* then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland, Augustus Percival Calland, Frederick Calland,* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland,* and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland, Augustus Percival Calland,* and *Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland,* with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland,* and so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland,* with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Estate for Life of the

Power to grant Leases of Right to use Water, and of Way-leaves and Waterleaves, for 99 Years, or for Lives.

[Private.]

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said

said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, by any Deed or Deeds, duly executed, from Time to Time to grant, by way of Demise or Lease, unto any Person or Persons whomsoever, any Liberties, Licences, Powers, or Authorities to have, use, or take (either in common with or to the Exclusion of any other Person or Persons) all or any of the Water flowing or which shall or may flow or be made to flow in, upon, or over the Lands and Hereditaments comprised in the said Three Schedules to this Act which shall not have been previously sold and disposed of under the Provisions of this Act, without reserving such Liberties, or the Power to grant the same or any Part or Parts thereof, or in, upon, or over any Lands or Hereditaments which shall be purchased under the Provisions of this Act, or which upon any Inclosure or otherwise shall become subject to the same Uses as the Lands comprised in the said Schedules to this Act or any Part or Parts thereof, and also any Wayleaves or Waterleaves, Canals, Watercourses, Tramroads, Railways, Sideways, Cuts, Batteries, Inclined Planes, and other Roads, Ways, Paths, or Passages, (either subterraneous or over the Surface of any Lands,) Storeyards, Wharfs, or other like Easements or Privileges in, upon, out of, or over any Part or Parts of the Lands and Hereditaments comprised in the said Schedules to this Act or any of them, and which shall not have been previously sold and disposed of as aforesaid, without such Reservation as aforesaid, and also in, upon, out of, or over any Lands which shall be purchased under the Provisions of this Act, or which upon any Inclosure or otherwise shall become subject to the same Uses as the Lands comprised in the said Schedules to this Act, for One Life, or for Two or Three Lives in being at the same Time, or for One Life, or for Two or Three Lives in being at the same Time, together with such a Term of Years to commence from the dropping of such Life, or from the dropping of the last of such Lives, in case such Life or all such Lives shall drop within the Period of Ninety-nine Years from the Commencement of such Lease, as with the Number of Years during which such Life or Lives shall last shall be equal to a Period of Ninety-nine Years, to be computed from the Commencement of the said Lease, or for any Term or Number of Years determinable on the dropping of One Life, or of Two or Three Lives in being at the same Time, or for any Term or Number of Years absolute, not exceeding Ninety-nine Years, and as to any such Lease, if it be thought expedient, determinable at the Option of the Reversioner, or of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take effect in Possession, and not in Reversion or by way of future Interest; so as there shall be reserved on every such Grant by way of Demise or Lease as last aforesaid, payable half-yearly or oftener during the Continuance of the Interest thereby created, the best yearly Rent or Rents (either in the Shape of a stated or fixed Sum of Money, or by way of Toll or otherwise,) that can be reasonably gotten for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for the making thereof (other than any Provision or Provisions which it may be deemed expedient to insert in any such Grant rendering it obligatory on the Grantee or Lessee, or

Grantees

Grantees or Lessees, to repair or contribute to the Repair of any Roads or Ways, or to keep open or otherwise use in any specified Manner any Water or Watercourse to be comprised in or affected by any such Grant or Lease); and so as there be contained in every such Grant by way of Demise or Lease as last aforesaid a Clause or Condition for making void the Estate, Right, or Interest thereby granted or created on Nonpayment within a reasonable Time, to be therein specified, of the Rent or Rents thereby to be reserved; and so as the Grantee or Lessee, or Grantees or Lessees, do execute a Counterpart or Counterparts thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved.

XIII. And be it further enacted, That the Certificate in Writing of the Trustees or Trustee executing any Lease or other Deed to be made under the Authority of this Act, and of which a Counterpart is hereby required to be executed, acknowledging that they or he have or hath received a Counterpart of such Lease or other Deed, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Certificate to be Evidence of Execution of Counterpart.

XIV. Provided always, and be it further enacted, That it shall be lawful for the Trustees or Trustee for the Time being herein-before authorized to make Leases as aforesaid, and they and he are and is hereby authorized and empowered, at any Time or Times during the Period herein-before limited for the Exercise of the said Power of granting Leases as aforesaid, (with such Consent as is hereby declared to be requisite for the Validity of any Lease to be granted under the Provisions of this Act,) to lay out and appropriate any Part or Parts of the Lands or Grounds herein-before authorized to be leased as and for Markets, Crescents, or other open Spaces, Railways, Tramroads, or other Ways or Roads, Streets, Squares, Avenues, Passages, Yards, Burial Grounds, Drains, Sewers, Pipes, Conduits, Canals, Docks, Basins, Wharfs, Quays, Piers, Jetties, Storeyards, or other Easements or Conveniences, or otherwise for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Persons or Person for the Time being herein-before authorized to make Leases as aforesaid, and to be made with such Consent as aforesaid, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the Date of such general Deed, and also by such Leases or general Deed or general Deeds respectively to give and grant such Liberties, Privileges, Easements, and Conveniences as such Persons or Person shall deem reasonable or convenient, so nevertheless that all such general Deeds shall be made and executed with a view to the general Benefit of the Estate.

Ground may be appropriated for Yards, Gardens, Streets, &c. by Leases or Deeds enrolled.

XV. And be it further enacted, That it shall be lawful for the Persons or Person for the Time being hereby authorized to grant Leases as aforesaid from Time to Time, with such Consent as is

Power to confirm defective Leases and general herein.

Deeds, and
to accept
Surrenders.

herein-before declared to be requisite to the Validity of any Lease to be granted under the Provisions of this Act, to confirm any Lease or Leases or general Deed purporting to have been granted or made by virtue of this Act, in any Case in which for some technical Error, Informality, or Irregularity in granting or executing the same, or in entering into the Contract for granting the same, any such Lease or general Deed shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of any void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were reserved in such void or voidable Lease or Leases respectively, or to accept a Surrender or Surrenders or Relinquishment of any existing Leases or Tenancies of any Lands or Grounds, Mines, Works, Foundries, Manufactories, Wayleaves, Waterleaves, or other Hereditaments or Easements hereby authorized to be leased, whether such Leases or Tenancies shall be subsisting at the Time of the passing of this Act, or shall be created under the Powers or Provisions of this Act, or otherwise, and to grant any new Lease or Leases, or Contract or Contracts for a Lease or Leases, (pursuant to the respective Powers and subject to the respective Restrictions herein-before contained,) of the Hereditaments or Easements comprised in the Lease or Leases or Tenancy or Tenancies so surrendered or relinquished, either to the Person or Persons making such Surrender or Relinquishment, or to any other Person or Persons whomsoever, and either alone or together with any other Part or Parts of the Hereditaments or Easements hereby authorized to be leased as aforesaid, and (as to any Hereditaments or Easements which may have been previously leased or granted under the Provisions of this Act) in the same Manner as if no Leases or Contracts had been previously granted or executed concerning the same under the Provisions of this Act, yet so nevertheless that, so far as regards any Lands or Grounds or Buildings to be leased for Building or Repairing Purposes on a Surrender of any prior Lease thereof which may have been granted under the Provisions of this Act, the same shall be leased or contracted to be leased only for a Term or Terms or Estate or Interest not exceeding the then Residue of the Term or Terms of Years or other Estate or Interest granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were reserved in the original Lease or Leases, and so nevertheless that no Fine or Premium shall be accepted and taken for making any Confirmation or Confirmations, or new Lease or Leases whatsoever, which shall be made under this present Power: Provided that no Surrender or Relinquishment hereby authorized to be accepted of any Leases or Tenancies as aforesaid shall be valid to any Purpose whatsoever until the same shall have been executed by all the Persons whose Consent is hereby made requisite to the Validity of such Surrender or Relinquishment, and that each such Surrender or Relinquishment shall have Operation only from the Time when the same shall have been executed by all such Persons, and by the Trustee or Trustees for the Time being of the said

Will

Will of the said *Charles Calland*, and the Person or Persons making the Surrender or Relinquishment.

XVI. And be it further enacted, That every Lease and general Deed which shall be executed in pursuance of this Act shall be absolutely valid and binding at Law and in Equity upon the said *Lewis Bayly Wallis* and *Edward Martin Davies* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all other Persons claiming any Estate or Interest or Charge in or upon the Premises comprised in such Lease or general Deed, by virtue of or under the said respective Mortgage Securities of the First Day of *December* One thousand eight hundred and thirty-two and the Fourth Day of *April* One thousand eight hundred and thirty-six, respectively herein-before mentioned or referred to, and also on the said *William Roots*, his Heirs and Assigns, and the said *Mary Amelia Higgens*, and all Persons claiming under her in respect of the One undivided Fifth Part or Share of the said *Forest Estate* limited to them the said *William Roots* and *John Pooke*, since deceased, their Heirs and Assigns, during the Life of and in Trust for the said *Mary Amelia Higgens*, as herein-before is mentioned; and that the Right to receive the Rent or Rents, Tolls, Duties, Royalties, or Reservations to be reserved and made payable upon any Lease to be granted in pursuance of this Act, and the Right to take advantage of any Proviso or Condition of Re-entry to be contained in such Lease, or of any Forfeiture of the Term, Right, or Interest conferred thereby, and the immediate Reversion of the Lands, Grounds, Mines, Quarries, Works, Foundries, Manufactories, and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the Person or Persons who would for the Time being have been entitled to the Possession of the Lands, Grounds, Mines, Quarries, Works, Foundries, Manufactories, or other Rights or Hereditaments comprised in such Lease respectively in case the same had not been executed; and that when and if any Entry under a Condition of Re-entry or for a Forfeiture shall at any Time or Times be made upon any Lands, Grounds, Mines, Quarries, Works, Foundries, Manufactories, or other Hereditaments to be demised in pursuance of the Provisions of this Act, then from and after such Entry the Lands, Grounds, Mines, Quarries, Works, Foundries, Manufactories, or other Rights or Hereditaments comprised in the Lease which shall have been avoided by such Entry, and the Buildings erected and then standing thereupon, shall become and be vested in such Person or Persons, and in such Shares and Proportions, and with such Remainders and Limitations over, and under and subject to such or the like Trusts, Charges, Powers, Provisoes, Agreements, and Declarations, as the same Premises would at the Time of making such Entry have been vested in and subject or liable to in case the same had never been so leased as aforesaid.

Leases to be binding on Mortgagees and others.

XVII. And be it further enacted, That all Covenants which shall be entered into by any Lessee or Lessees of any Lands, Grounds, Mines, Minerals, Quarries, Easements, or other Hereditaments demised under the Authority of this Act shall on the one Hand

Lessees Covenants to run with the Land.

[Private.]

be deemed to run and shall run with the Land, Easements, and Hereditaments leased to such Lessee or Lessees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall on the other Hand be deemed to run and shall run with the Reversion of the Lands or Hereditaments to be comprised in the Lease or Leases thereof, or, in the Case of a Grant of Easements, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, or to such Rent, (as the Case may be,) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Trustees
Covenants to
run with the
Land.

XVIII. And be it further enacted, That in case the Persons or Person for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or Grounds, Mines, Minerals, Quarries, Works, Foundries, Manufactories, Easements, or other Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands or Grounds, Mines, Minerals, Quarries, Works, Foundries, Manufactories, Easements, or other Hereditaments shall be built upon, laid out, used, worked, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Lands or other Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim such Estate or Estates respectively, but no further or otherwise, and such last-mentioned Person or Persons shall be liable to the Covenantee or Covenantees, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the original Covenantors or Covenantor, their or his Heirs, Executors, or Administrators, and as such Person or Persons so having or claiming such Estate or Estates respectively would have been liable in case he, she, or they had originally entered into such Covenant or Covenants, instead of the said original Covenantors or Covenantor, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates, and such original Covenantors or Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them or him; and in order that the Lessee or respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands, Easements, or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an Action or Actions of Covenant thereon

thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

XIX. Provided also, and be it further enacted, That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessees Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract, and that notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable and shall have effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly; and no Underlease or Underleases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions hereinbefore contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Underlease, or some Part thereof; and moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions, with reference to the Premises comprised in any such Underlease, shall not work a Forfeiture of the original Lease thereof, as respects any other Premises therein comprised, and not included in such Underlease; and that the Proviso of Re-entry to be contained in such original Lease for Nonperformance of any of the Covenants, Provisoes, or Conditions to be therein contained on the Part of the Lessee shall accordingly be and be construed and held to be apportionable, so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Underlease as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Underlease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Underlease as aforesaid.

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

XX. Provided always, and be it further enacted, That every Lease or other Deed which shall be made under the Provisions herein-

Leases, &c. of Copyholds to be made

according to the Custom of the Manor of which the same are held.

herein-before contained, or any of them, of or relating to any Lands, Mines, or other Hereditaments of Copyhold or Customary Tenure, shall be made with such Licence and Consent and in such Mode as the Custom of the Manor of which the same Hereditaments shall be respectively holden shall require, if the Custom of the Manor shall require any Licence, Consent, or any particular Mode of leasing.

Power to the Trustees of Charles Calland's Will, with certain Consents, to sell all or any Part of the Lands comprised in the Third Schedule.

XXI. And be it further enacted, That it shall be lawful for the said *Henry Patrick, John Forbes Calland, Augustus Percival Calland, and Robert Denby Woodifield*, and the Survivors and Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, at any Time or Times after the passing of this Act, and during the Lives of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, and the Lives and Life of the Survivors and Survivor of them, and after the Decease of the last Survivor of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland*, then also so long as there shall be in existence any Son of any of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland* who shall for the Time being be entitled to any undivided Share of the said devised Hereditaments as Tenant in Tail Male in Possession under or by virtue of the said Will of the said *Charles Calland*, and shall be under the Age of Twenty-one Years, but so far as regards the Share to which each of them the said *John Forbes Calland, Augustus Percival Calland, and Frederick Calland* is entitled during his Life by virtue of the said Will of the said *Charles Calland*, with his respective Consent in Writing during his Life, and after his respective Decease with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Life Estate of the Person so dying) shall for the Time being be entitled to the first beneficial Estate of Freehold of and in such Share, in case such Person or Persons shall be of the full Age of Twenty-one Years, and if such Person or Persons shall not be of the full Age of Twenty-one Years, then at the Discretion of the Trustees or Trustee for the Time being of the said Will of the said *Charles Calland*, and so far as regards the Share to which the said *Charles George Calland* was entitled during his Life by virtue of the said Will of the said *Charles Calland*, with the Consent in Writing of the Person or Persons who (subject to the Mortgages and other Interests preceding the Estate for Life of the said *Charles George Calland* under the said Will) is or are or shall be duly authorized and empowered or be legally competent to give a Consent in respect of such Share, absolutely to sell and dispose of all or any Part or Parts of the Hereditaments particularly mentioned or described in the said Third Schedule to this Act, with the Appurtenances, (either with or without all or any of the Mines, Minerals, or Quarries in or under the same, and either with or without any such Rights of Way or other Liberties or Easements as it may be deemed expedient to sell therewith, or to reserve on the Sale thereof,) either at one Time or at several Times, and either together or in Parcels, and either by public Auction or by private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales respectively be reasonably

reasonably obtained for the same respectively; and with Power for the same Persons or Person for the Time being herein-before authorized to make such Sale or Sales as aforesaid to buy in the same Premises, or any Part or Parts thereof, at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Premises or any Part or Parts thereof, and to re-sell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss or Expence which may be occasioned thereby; and also with Power for the said Persons or Person for the Time being herein-before authorized to make such Sale or Sales as aforesaid to sell the same Premises or any Part or Parts thereof (whether such Sale shall be made by public Auction or by private Contract) under any special Condition or Conditions of Sale, as to Title or otherwise, as to them or him shall seem expedient, and upon Payment into the Bank, in manner herein-after mentioned, of the Purchase Money for the same Premises, or any Part or Parts thereof respectively which shall be so sold, by any Indenture or Indentures, under their or his Hands and Seals or Hand and Seal, to limit and appoint such Parts of the Hereditaments to be so sold as shall be of Freehold Tenure, and in due Form to surrender such Part or Parts (if any) of the Hereditaments to be so sold as shall be of Copyhold or Customary Tenure, with their respective Rights, Members, and Appurtenances, to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or in such Manner as he, she, or they shall direct, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates (other than Leases, or Tenancies under Agreements for Leases), Trusts, Powers, Provisoes, Charges, Incumbrances, and Limitations which by virtue of or under the Wills, Deeds, Surrenders, Descents, or other Acts or Events herein-before recited or noticed, or any of them, may for the Time being be subsisting in favour or for the Benefit of any of the Persons whose Estates and Interests are excepted out of the Operation of the General Saving Provision herein-after contained, but subject and without Prejudice to any Lease or Leases or general Deed or Deeds which previously to the Time of such Sale may have been granted or executed under the Authority of this Act, nevertheless, so far as relates to the said Copyhold or Customary Hereditaments, so as that the same may be holden at the Will of the Lord or Lady or Lords or Ladies of the Manor or respective Manors of which the same respectively shall be holden according to the Custom or respective Customs thereof respectively, by the Rents, Fines, Suits, and Services therefore due and of Right accustomed.

XXII. And be it further enacted, That all and every Sum and Sums of Money which shall arise from any Sale or Sales to be made in pursuance of this Act shall be paid by the Person or Persons to whom such Sale or Sales shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of Part of the settled Estates of the late *Charles* [Private.] *Calland,*"

Purchase Monies to be paid into the Bank in the Name of the Accountant General.

Calland," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Out of the same Monies the Costs of the Sales to be paid, and the Residue to be laid out, under the Direction of the Court of Chancery, in the Purchase of Freehold or Copyhold Hereditaments, to be settled to the Uses of Charles Calland's Will.

XXIII. And be it further enacted, That out of the Monies so to be paid into the Bank as aforesaid the Costs, Charges, and Expences which shall be incurred in relation to or attending the Sale or Sales hereby authorized, and the Costs and Expences of any Application to the Court under this Act, shall be in the first place paid and satisfied, and the Residue and Surplus of such Monies shall with all convenient Speed, upon Petition, to be presented to the said Court of Chancery in a summary Way by the Persons or Person who, if the Power of Sale herein contained had not been exercised, would have been for the Time being beneficially entitled in Possession to the Rents and Profits of the Hereditaments which shall have been so sold as aforesaid, or if such Persons or Person shall be under the Age of Twenty-one Years, then by their, his, or her Guardian or Guardians, be laid out and invested, under the Direction of the said Court, in the Purchase of Freehold or Copyhold or Customary Manors, Messuages, Farms, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, situate within the Parishes of *Llangevelach* and *Llansamlet*, or some or one of them, in the said County of *Glamorgan*, to be approved of respectively by the said Court, all which Premises so to be purchased as aforesaid shall be conveyed, surrendered, settled, and assured to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, upon, for, with, under, and subject to which the Hereditaments sold under the Authority of this Act would have stood limited and settled in case such Sale had not been made, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances will admit.

All Monies paid into the Bank, after Payment of Costs and Expences, and until the Investment in Land, to be laid out in the Name of the Accountant General of the Court of Chancery.

XXIV. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences as aforesaid, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided

vided that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such new Navy or Victualling or Exchequer Bills may be received in Exchange for those which are in course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be wanted for any of the Purposes herein-before expressed, and until the same Navy, Victualling, or Exchequer Bills shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the Persons or Person who for the Time being, if the Power of Sale herein contained had not been exercised, would have been beneficially entitled in Possession to the Rents and Profits of the Hereditaments which shall have been so sold as aforesaid, or if such Persons or Person shall be under the Age of Twenty-one Years, then by their, his, or her Guardians or Guardian, be respectively ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, or Expences as aforesaid, or for completing any such Purchase or Purchases aforesaid, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Persons or Person respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments to be purchased in case the same had been actually purchased in pursuance of this Act, or the personal Representatives or Representative of such Persons or Person, as Part of their, his, or her Personal Estate.

The Bills to remain in the Bank until ordered to be sold for Payment of Costs and Expences, or completing Purchases.

Disposal of Surplus, if any.

XXV. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of such Purchaser or Purchasers, of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

The Certificate of the Accountant General, with Receipt of a Cashier of the Bank, or Office Copies, to be good Discharges.

XXVI. Pro-

The Court of Chancery to make Orders for taxing Costs of Sales, and for Payment of the same.

XXVI. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such an Order or Orders as the said Court shall think fit, for taxing or settling the Costs, Charges, and Expences which shall be incurred in relation to or attending any Sale or Sales to be made under the Authority of this Act, and for taxing or settling the Costs of the several Applications to the said Court respecting the Matters aforesaid; and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and settling the same Manors, Lands, and Hereditaments according to the Direction herein-before contained, or otherwise in carrying the Trusts and Purposes of this Act, so far as they relate to such Sale or Sales, and Purchase or Purchases, and Settlement or Settlements as aforesaid, into complete Execution, and also from Time to Time to make such Orders as the said Court shall think fit for Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall arise from the said Sales under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased or received in Exchange as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

Powers of leasing contained in Charles Calland's Will not to be prejudiced by this Act.

XXVII. Provided always, and it is hereby further enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken to annul, prejudice, lessen, or affect any Power or Powers of leasing contained in the said recited Will of the said *Charles Calland*, except that the same respectively shall not be exerciseable to the Prejudice of any Lessee or Lessees, Purchaser or Purchasers, or his, her, or their Heirs, Executors, Administrators, or Assigns, claiming under any Lease or Leases, Contract or Contracts, or Conveyance or Conveyances which shall have been granted, made, or entered into under the Authority of this Act.

Respecting Mr. Augustus Percival Calland's Consent and Acceptance of Trust.

XXVIII. And whereas the said *Augustus Percival Calland* is now in *Italy*, and hath not appeared personally to testify his Consent to this Act, or to accept under his Hand the Trusts hereby reposed in him; be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate or be of any Effect as against the said *Augustus Percival Calland*, or against any Person or Persons claiming by, from, through, or under him, nor shall it be lawful for the said *Augustus Percival Calland* to act as a Trustee in the Execution of this Act, nor shall any of the Trusts, Powers, and Authorities by this Act given be exercised or put in force until the said *Augustus Percival Calland* shall signify his Consent to this Act, and shall also signify his Acceptance of the Trusts by this Act reposed in him, by Writing under his Hand, attested by One or more Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years after the passing of this Act, and from and after the Enrolment of such
Consent

Consent, and of the Acceptance of the said Trusts, the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *Augustus Percival Calland*, and all Persons claiming by, from, through, or under him, as if such Consent and Acceptance had been obtained and proved before the passing of this Act; and such Consent and Acceptance may be in the Form or to the Effect following; that is to say,

‘ I *Augustus Percival Calland*, do hereby consent to an Act of Par-
 ‘ liament passed in the Year of the Reign of Queen
 ‘ *Victoria*, intituled [*here set forth the Title of this Act*], and I do
 ‘ hereby signify my Acceptance of the Trusts thereby in me reposed.
 ‘ Given under my Hand the Day of One
 ‘ thousand eight hundred and .’

XXIX. Saving always to the Queen’s most Excellent Majesty, Her Heirs and Successors, and to the Persons claiming under the Trusts for raising Five hundred Pounds and Costs in the said Indenture of the Seventh Day of *September* One thousand eight hundred and twenty-seven contained, and to all every other Persons and Person, Bodies Politic and Corporate, their, his, and her Heirs, Successors, Executors, and Administrators, (other than and except the said *William Roots*, his Heirs and Assigns; and the said *Mary Amelia Higgens*, and all Persons claiming under her in respect of the One undivided Fifth Part or Share of the said *Forest Estate* limited to them the said *William Roots* and *John Pooke* (since deceased), their Heirs and Assigns, during the Life of and in Trust for the said *Mary Amelia Higgens*, as herein-before is mentioned; and also the said *Lewis Bayly Wallis* and *Edward Martin Davies* respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all other Persons claiming any Estate or Interest or Charge in or upon the Hereditaments comprised in the said Schedules to this Act or any of them, by virtue of or under the said Mortgage Securities of the First Day of *December* One thousand eight hundred and thirty-two and the Fourth Day of *April* One thousand eight hundred and thirty-six, herein-before mentioned or referred to, or either of them; and also the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland* respectively, and their respective Heirs and Assigns, and the First and other Son and Sons of each of them the said *John Forbes Calland*, *Augustus Percival Calland*, and *Frederick Calland*, and the Heirs Male of the Body and respective Bodies of all and every such Son and Sons, and any Person or Persons claiming under the said *Charles George Calland*; and also the Trustees and Trustee for the Time being of the said Will of the said *Charles Calland*, and all and every other Persons and Person claiming or to claim any Estate (other than any Tenancy or Tenancies under subsisting Leases or Agreements for Leases), Right, Title, Interest, or Charge of, in, to, or upon the Hereditaments comprised in the said Schedules to this Act or any of them, by virtue of or under the said Will of the said *Charles Calland*,) all such Estate, Right, Title, Interest, Claim and Demand whatsoever, in, to, or out of the said Hereditaments comprised in the said Schedules to this Act, and every or any Part thereof, as they, every or any of them, had before

[*Private.*]

9 p

the

General
Saving.

the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed.

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

XXX. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

Particulars of Premises.	Tenancies and Nature thereof.	Annual Rent.
		£ s. d.
A Wharf called Copper House Wharf, a Coal Bank called Lower Landwr Bank, a railed Waggonway leading from certain Lands called Copper House Lands to the said Wharf and Bank, several Closes and Parcels of rough Ground called Pwll-yroir otherwise Copper House Lands, a Parcel of Land called Landwr Croft, and several small Dwelling Houses or Cottages adjoining to the said Wharf, Bank, Waggonway, and Croft, situate in the Parish of Llangevelach in the County of Glamorgan - - - -	Demised to John Morris, Esquire, afterwards Sir John Morris, Baronet, for 65 Years, from the 29th of September 1779 - -	10 0 0
The Veins of Coal called the Six Feet and Three Feet Veins, in and under certain Parts of the last-mentioned Lands - -	Demised to Sir John Morris, Baronet, and Henry Habberly Price, Esquire, for 14 Years and One Half, from the 25th Day of March 1830 - -	70 0 0
Several Messuages and Tenements of Land, with the Appurtenances thereunto belonging, commonly called and known by the several Names of Ynis Howell and Copper House Lands otherwise Lower Lands, an artificial or railed Waggonway on the said Lands called Copper House Lands, and so much of a Messuage or Tenement and Lands, with the Appurtenances, called Tyr Arnallt, as lies within the Fee of Trewyddva, all which said Lands and Premises are situate in the Parish of Llangevelach in the County of Glamorgan, and contain about 122 Statute Acres, be the same more or less, upon which said Lands and Premises certain Copper Works, Iron Works, Tenements, and other Buildings have been erected, and are now standing and being thereon -	Demised to the said Sir John Morris, Baronet, for the like Term of 65 Years, from the 29th Day of September 1779 -	145 0 0
A Parcel of Land commonly called and known by the Name of Tyr Arnallt, lying within the Manor of Clase in the Parish of Llangevelach in the said County of Glamorgan, containing 19 Acres, little more or less, upon which several Tenements and other Buildings have been erected and built, and are now standing and being thereon - - - -	Demised to the said Sir John Morris, Baronet, for the like Term of 65 Years, from the 29th Day of September 1779 -	10 0 0

Particulars of Premises.	Tenancies and Nature thereof.	Annual Rent.
A Messuage or Tenement and Lands commonly called and known by the Name of Tyr Cenol, containing 76 A. 0 R. 4 P., little more or less, situate, lying, and being in the Parish of Llangevelach in the said County of Glamorgan - - -	Demised to Matthew Isaac, Yeoman, from the 29th Day of September 1779, for the Term of 99 Years, provided Matthew his Son and Anne and Eleanor his Daughters, or either of them, should so long live -	<p style="text-align: center;">£ s. d.</p> <p style="text-align: center;">32 0 0</p> <p style="text-align: center;">and Two fat Pullets at Christmas, yearly, or 2s. in lieu thereof.</p>
A Messuage, Tenement, and Lands commonly called and known by the Name of Brinbedorion, containing 27 Acres or thereabouts, situate, lying, and being in the Parish of Llangevelach in the County of Glamorgan - - -	Demised to John Thomas, Yeoman, from the 29th Day of September 1779, during the natural Lives of John Thomas Jenkin, the Son of William John, Elizabeth the Daughter of Elizabeth John, and the Life of the Survivor or longest Liver of them.	<p style="text-align: center;">9 10 0</p> <p style="text-align: center;">and Two fat Pullets at Christmas yearly, or 2s. in lieu thereof.</p>
A Tenement and Lands thereto belonging called Bridge House, containing 8 Acres or thereabouts, situate in the said Parish of Llangevelach in the County of Glamorgan - - -	In the Occupation of Mr. William Harry, as Tenant thereof, for the Term of 14 Years, from the 29th Day of September 1834 - - -	<p style="text-align: center;">27 15 0</p>
A Capital Messuage, Farm, and Tenement of Lands called Upper Forest; a Forge for making Iron, commonly called and known by the Name of Forest Forge - - -	Demised to the said Sir John Morris, Baronet, for the Term of 65 Years, from the 29th Day of September 1779 - - -	<p style="text-align: center;">305 0 0</p>
A Water Corn Grist Mill called Forest Mill, and a Tilt Hammer Mill or Smith's Forge thereto adjoining, and now used as a Rolling Mill, or by whatsoever other Name or Names the same are known by or called, situate in the Parish of Llansamlet in the aforesaid County of Glamorgan, and containing by Admeasurement 226 Acres, be the same little more or less - - -	Yearly Tenancy. Thomas Morgan - - -	<p style="text-align: center;">58 0 0</p>
And also a certain other Messuage, Tenement, and Lands called Ynis Tanglwys, situate in the said Parish of Llansamlet in the said County of Glamorgan, containing 118 Acres or thereabouts, be the same more or less - - -	Now held by a Company called the Garth Coal Company from the 24th Day of June 1839, for the Term of 28 Years - - -	Dead Rent of 20l., and other the Rents, Royalties, and Wey Monies in the said Agreement mentioned.

Particulars of Premises.	Tenancies and Nature thereof.	Annual Rent.
		£ s. d.
All and every the Mines and Veins or Seams of Coal, Culm, and Ironstone in and under the aforesaid several Farms and Lands called Tyr Cenol, Old Bridge House, Tyr Arnallt, Brinbedorion, Upper Forest, Ynnis Issaf, Velin Vrane, and such Part of the Farm and Lands called Ynis Allan and Ynis Tanglwys as lie West of a certain Fault usually called or known by the Name of the Great Fault, and delineated in a Map or Plan thereof, and situate in the said several Parishes of Llansamlet and Llangevelach in the said County of Glamorgan	Demised to Joseph Martin, William Martin, and Thomas Shepherd Strick, for a Term of 63 Years, from the 29th Day of September 1836	Dead Rent for the first Two Years 300 <i>l.</i> per Annum, and afterwards 400 <i>l.</i> per Annum, besides certain other contingent Rents and Royalties.

*Will^m. P. Struvé.
Edw. Harrison.*

The SECOND SCHEDULE to which the foregoing Act refers.

Particulars of Premises.	Tenancies and Nature thereof.	Annual Rent.
		£ s. d.
A Messuage, Tenement, and Lands called or known by the Name of Ynis Allan, situate in the said Parish of Llansamlet in the said County of Glamorgan, containing by Admeasurement 78 Acres, little more or less	Yearly Tenancy. William Rees	50 0 0
A Messuage, Tenement, and Lands called or known by the Name of Tyr-y-Velin, otherwise Velin Vrane, situate in the said Parish of Llansamlet in the said County of Glamorgan, containing by Admeasurement 38 Acres, little more or less	Yearly Tenancy. Hopkin Jones	26 0 0
A Messuage, Tenement, and Lands called or known by the Name of Ynnis Issaf, situate in the said Parish of Llansamlet in the said County of Glamorgan, containing by Admeasurement 42 Acres, little more or less	Held by Joseph Martin, Esquire, for a Term of 63 Years, from the 25th Day of December 1835, at	42 0 0

*Will^m. P. Struvé.
Edw. Harrison.*

The THIRD SCHEDULE to which the foregoing Act refers.

Particulars of Premises.	Tenancies and Nature thereof.	Annual Rent.
<p>A Wharf called Copper House Wharf, a Coal Bank called Lower Landwr Bank, a railed Waggonway leading from certain Lands called Copper House Lands to the said Wharf and Bank, several Closes and Parcels of rough Ground called Pwlyroir otherwise Copper House Lands, a Parcel of Land called Landwr Croft, and several small Dwelling Houses or Cottages adjoining to the said Wharf, Bank, Waggonway, and Croft, situate, lying, and being in the Parish of Llangevelach in the County of Glamorgan -</p>	<p>Demised to John Morris, Esquire, afterwards, Sir John Morris, Baronet, for 65 Years, from the 29th of September 1779 -</p>	<p>£ s. d. 10 0 0</p>
<p>Several Messuages and Tenements of Land, with the Appurtenances thereunto belonging, commonly called and known by the several Names of Ynis Howell and Copper House Lands otherwise Lower Lands, an artificial or railed Waggonway on the said Lands called Copper House Lands, and so much of a Messuage or Tenement of Lands, with the Appurtenances, called Tyr Arnallt, as lies within the Fee of Trewyddva, all which said Lands and Premises are situate in the Parish of Llangevelach in the County of Glamorgan, and contain 122 Statute Acres, be the same more or less, upon which said Lands and Premises certain Copper Works, Iron Works, Tenements, and other Buildings have been erected and are now standing and being thereon -</p>	<p>Demised to the said Sir John Morris, Baronet, for the like Term of 65 Years, from the 29th Day of September 1779 -</p>	<p>145 0 0</p>
<p>A Parcel of Land commonly called and known by the Name of Tyr Arnallt, lying within the Manor of Clase in the Parish of Llangevelach in the said County of Glamorgan, containing 19 Acres, little more or less, upon which several Tenements and other Buildings have been erected and built and are now standing and being thereon -</p>	<p>Demised to the said Sir John Morris, Baronet, for the like Term of 65 Years, from the 29th Day of September 1779 -</p>	<p>10 0 0</p>

*Willm. P. Struvé.
Edw. Harrison.*