



CHAPTER 1.

An Act to enable Reductions to be made in the Dues payable under certain Mineral Leases of parts of the Estates in the county of Cornwall settled by the late Frances Baroness Basset and John Francis Basset and to authorise the Purchase by the Trustees of the Settlement of Furniture Farming Stock Harbour Plant and Effects of the late Gustavus Lambart Basset; and for other purposes connected with the Settled Estate. [12th August 1889.]

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WHEREAS by an indenture of disentail dated the 24th day of February 1854 and expressed to be made between Frances Baroness Basset since deceased of the first part John Francis Basset also since deceased of the second part and Henry Denton of the third part and duly enrolled as a disentailing assurance After recitals whereby it appeared that under an indenture of settlement dated the 15th day of September 1835 the said John Francis Basset was entitled to the honor and manor of Tehidy in the county of Cornwall and divers other manors and hereditaments in the same county for an estate in tail male in possession or in remainder immediately expectant upon the death without issue of the said Frances Baroness Basset who was entitled thereto for her life with remainder to her issue in tail but who had never been married subject to the charges and powers in the said indenture mentioned It was witnessed that the said John Francis Basset with the consent of the said Baroness Basset as protector of the settlement granted and conveyed the honor and manor of Tehidy and all other the manors or lordships advowsons rectories messuages lands farms mines tithes rents and other hereditaments which were comprised in and settled by the said settlement of the 15th day of September 1835 or which were then subject to the uses by the same indenture declared under or by virtue of any exchange enclosure act partition or other title whatsoever unto the said Henry Denton and his heirs discharged

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from all estates tail of the said John Francis Basset therein and all estates to take effect after the determination or in defeasance of any such estate tail but subject and without prejudice to the estates charges and powers preceding the said estate in tail male of the said John Francis Basset and to all estates and charges to be created or to arise under or by virtue of the exercise of any of the last-mentioned powers To such uses upon such trusts for such intents and purposes and with under and subject to such powers provisoes limitations charges declarations and agreements and generally in such way manner and form in all respects as the said Baroness Basset and John Francis Basset should from time to time or at any time thereafter during their joint lives by any deed or deeds with or without power of revocation and new appointment jointly direct limit or appoint and in default of and until such joint direction limitation or appointment To the same uses upon and for the same trusts intents and purposes and subject to the same powers provisoes and agreements as were subsisting concerning the same premises immediately before the execution of the indenture now in recital :

And whereas by an indenture of settlement dated the 3rd day of March 1854 in this Act called the settlement of 1854 expressed to be made between the said Baroness Basset of the first part the said John Francis Basset of the second part John Henry Hippisley the Honourable Percy Moreton and Edmund Chase Marriott of the third part and John Tremayne and the Reverend William Wriothlesley Wingfield of the fourth part For the consideration therein mentioned and in exercise of the power contained in the indenture of disentail of the 24th day of February 1854 the said Frances Baroness Basset and John Francis Basset appointed That all and singular the honor manors advowsons rectories messuages farms lands mines tithes rents and hereditaments comprised in the said recited indenture of the 24th day of February 1854 should thenceforth go remain and be subject as to such and such parts of the said hereditaments and premises as were comprised therein or charged therewith or subject thereto respectively to the life estate of the said Frances Baroness Basset and to the limitations to her issue and to a power of charging any legacy not exceeding the sum of £10,000 in case she should have no issue living at her death and to a term of 500 years created by a settlement of the 6th day of May 1780 and a sum of £12,000 and interest thereby secured and to three annuities of £2,200 £400 and £270 payable to Harriet Baroness de Dunstanville and Basset since deceased during her life and to certain terms of years for securing the same and to sums of £14,966 12s. 7d. £3 per cent. Consolidated Bank Annuities and £1,520 6s. 9d. New

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South Sea Annuities charged on the said premises and the amount of the dividends of the same funds thereby secured and all moneys which might be payable in respect of the said sums of stock and to a certain security and indemnity made to William Baker Davies Gilbert and John Herle Tremayne and to a term of 2,000 years and a sum of £50,000 and interest thereby secured And also to all the powers and authorities by an indenture of the 30th day of April 1824 and by the will of Francis Lord de Dunstanville and Basset and by the said settlement of the 15th day of September 1835 given or reserved to the said Frances Baroness Basset as tenant for life or otherwise To the use as to part of the said hereditaments to confirm certain then subsisting uses under the said settlement of the 15th day of September 1835 which have since ceased to be operative and subject as aforesaid as to all the premises therein-before appointed To the use of the said John Tremayne and William Wriothsley Wingfield their executors administrators and assigns for a term of 98 years to be computed from the date of the indenture now in recital without impeachment of waste Upon the trusts therein-after declared concerning the same with remainder To the use of the said John Francis Basset and his assigns for his life without impeachment of waste with remainder To the use of the said parties thereto of the third part their executors administrators and assigns for a term of 99 years without impeachment of waste upon the trusts therein-after declared with remainder To the use of the first and other sons of the said John Francis Basset successively in tail male with remainder To the use of Arthur Basset and his assigns for his life without impeachment of waste with remainder To the use of the first and other sons of the said Arthur Basset successively in tail male with remainder To the use of Gustavus Lambart Basset and his assigns for his life without impeachment of waste with remainder To the use of the first and other sons of the said Gustavus Lambart Basset successively in tail male with remainder To the use of Walter St. Aubyn Basset and his assigns for his life without impeachment of waste with remainder To the use of the first and other sons of the said Walter St. Aubyn Basset successively in tail male with remainder To the use of the first and other sons of the said John Francis Basset successively in tail general with remainder To the use of the first and other daughters of the said John Francis Basset successively in tail general with remainder To the use of the first and other sons of the said Arthur Basset successively in tail general with remainder To the use of the first and other daughters of the said Arthur Basset successively in tail general with remainder To the use of the first and other sons of the said Gustavus Lambart Basset successively in tail general with remainder To the use of

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the first and other daughters of the said Gustavus Lambart Basset successively in tail general with remainder To the use of the first and other sons of the said Walter St. Aubyn Basset successively in tail general with remainder To the use of the first and other daughters of the said Walter St. Aubyn Basset successively in tail general with remainder To the use of the said John Francis Basset his heirs and assigns for ever And the trusts of the said term of 98 years were declared to be for creating an indemnity against certain claims of lessees under voidable leases and in respect of which no claim has ever been made And it was declared that the said term of 99 years was limited upon the following trusts namely That if at any time or times during the lives of the several persons thereby made tenants for life of the said hereditaments or the lives or life of the survivors or survivor of them or within 21 years after the decease of such survivor the person for the time being beneficially entitled to the possession or to the rents issues and profits of the same hereditaments should be under the age of 21 years and if a female should be also discovert then and in such case and so often as the same should happen the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott and the survivors or survivor of them and the executors or administrators of such survivor or their or his assigns should (but subject as aforesaid and also subject to the powers by the settlement subsequently given or reserved and to the uses or estates to be thereby respectively created) during such minority or minority and discoverture as the case might require enter into the possession or receipt of the rents issues and profits of the said honor manors lands and other hereditaments and by and out of the same pay and apply any such annual sum or sums of money not exceeding the clear yearly sum of £1,000 for or towards the maintenance and education of such minor as should in the judgment of the said trustees or trustee be reasonably necessary or as should be required by the guardians or guardian of such minor and should from time to time pay such sum or sums of money in order to the due application thereof to such purposes unto the guardians or guardian of such minor whose receipt should be a sufficient discharge for the same And should lay out and invest all the residue of such rents issues and profits or so much of such residue as should not be otherwise applied to the purposes thereafter directed in their or his names or name in the purchase of a competent share or competent shares of the parliamentary stocks or public funds of Great Britain or at interest upon Government or real securities in England or Wales or in or upon the debentures bonds mortgages or securities of any company in England Wales Scotland or Ireland incorporated by Act of Parliament or by Royal

Charter to be from time to time altered and varied as occasion should require and should receive the interest dividends and annual produce of the said stocks funds and securities and lay out and invest the same or so much thereof as should not be otherwise applied as aforesaid in or upon stocks funds or securities of a like nature to be also altered and varied as aforesaid so that the same rents issues and profits stocks funds and securities interest dividends and annual produce and the resulting income and produce thereof respectively might during such minority or minority and discoveriture as the case might require accumulate in the way of compound interest And it was thereby agreed and declared that the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott their executors administrators and assigns should stand and be possessed of the said rents issues and profits stocks funds and securities interest dividends and annual produce and the accumulations thereof respectively Upon trusts for payment of incumbrances or effecting improvements and to lay out and invest the said trust moneys or so much thereof as should remain after answering the purposes aforesaid in the purchase of freehold estates of inheritance to be situate in England or Wales or of copyhold or leasehold hereditaments convenient to be held therewith or with the lands therein-before appointed or subject for the time being to the uses thereof And to settle and assure or cause to be settled and assured the lands and hereditaments so to be purchased as lastly therein-before was mentioned in such manner as therein-after was directed with respect to the lands to be purchased with the money to be produced by any sale or sales which should be made in exercise of the powers therein-after for that purpose contained of any of the said settled hereditaments And the settlement now in recital contained powers for the said John Francis Basset and also for the said Arthur Basset and each other tenant for life to charge in favour of any wife who might survive him a yearly jointure rentcharge not exceeding £3,000 and also to charge portions for younger children and powers for the said John Francis Basset to charge certain principal sums for his own use And it was by the settlement now in recital declared and appointed that it should be lawful for every person who by virtue of the limitations therein-before contained should for the time being be tenant for life in possession of all or any part of the said honor manors lands and other hereditaments therein-before appointed or expressed and intended so to be or entitled to the receipt of the rents and profits thereof and who should have attained the age of 21 years and for the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott and the survivors and survivor of them and the executors or administrators of such

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survivor at their or his discretion during the minority of any such tenant for life or so entitled as aforesaid or of any person who by virtue of the limitations therein-before contained should for the time being be tenant in tail by purchase in possession to grant leases for any term not exceeding 21 years to take effect in possession at the best rent to be reasonably obtained and also in certain cases to grant leases for lives or for years determinable on a life or lives And by the said settlement now in recital it was declared that it should be lawful for every person who by virtue of the limitations therein-before contained should be tenant for life in possession of all or any part or parts of the said honor manors lands and other hereditaments thereby appointed or entitled to the receipt of the rents and profits thereof and who should have attained his or her age of 21 years and also to and for the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott and the survivors and survivor of them and the executors or administrators of such survivor at their or his discretion during the minority of any such tenant for life or so entitled as aforesaid or of any person who by virtue of the limitations therein-before contained should for the time being be tenant in tail by purchase in possession of all or any part of the said honor manors lands and other hereditaments by any indenture or indentures under their respective hands and seals to grant set or lease in possession to any person or persons whomsoever any mines or quarries opened or unopened of tin copper lead iron or other ore coal slate limestone freestone or minerals whatsoever in under or upon any of the same hereditaments with all or any necessary or convenient powers licenses and authorities to search for dig win bring to grass work carry away or dispose of any such minerals or other substances in under from over or upon the said hereditaments or any of them or any part thereof respectively or without making any such grant set or lease to give licenses and authorities to search for such minerals or other substances for any period not exceeding two years and either with or without taking a fine or reserving a rent and such grants sets or leases respectively to be made as aforesaid should be made for such time or times not exceeding the term of 21 years from the making thereof and in such manner and with such provisions as to renewal or otherwise and with the reservation of such tolls royalties or other duties or rents and upon such terms as should be thought expedient and either in consideration partly of a fine or fines or without the payment of any such fine so nevertheless that the considerations for every such grant set or lease should be the best that should be reasonably and bonâ fide therefor obtainable and that the tolls royalties duties or

rents to be annually payable under any such grant set or lease should not be less than one-fifteenth part of the ores or other minerals to be raised or of the amount of the net proceeds of such ores or minerals And it was declared that all fines to be received in respect of any such grant set or lease should be considered as or in the nature of rents or annual income arising from the said settled estates and should be paid and applied accordingly And the settlement now in recital contained a power for the same persons to grant building leases And it was also thereby declared that it should be lawful for the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott and the survivors and survivor of them and the executors or administrators of such survivor at any time or times if they or he should think fit but with the consent in writing of the person for the time being entitled to the possession or to the receipt of the rents and profits of the hereditaments and premises therein-before appointed or of such part thereof as should be affected by the exercise of that power if such person should be of full age to dispose of and convey either by way of absolute sale or in exchange for or in lieu of other manors lands or hereditaments to be situate somewhere in England or in the Principality of Wales All or any part of the honor manors and other hereditaments therein-before appointed or expressed and intended so to be except the mansion-house of Tehidy aforesaid and the parks warrens chases demesne and other lands thereto belonging and therewith usually occupied or enjoyed to any person or persons whomsoever for such price or prices in money or for such an equivalent or recompense in manors lands or hereditaments as to them should seem reasonable And also to enfranchise any copyhold or customary messuages lands or hereditaments and also to join with any person or persons entitled to any undivided share or shares of any hereditaments whereof undivided shares were thereby appointed or should for the time being be subject to the limitations thereof in making a partition of such hereditaments And the said indenture contained a direction that the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott and the survivors and survivor of them and the executors or administrators of such survivor should with all convenient speed lay out and invest the money arising by such sale or enfranchisement or received for equality of exchange or partition or by way of fine as aforesaid in the purchase of other manors lands or hereditaments in fee simple in possession to be situate somewhere in England or in the Principality of Wales or of lands of leasehold or copyhold tenure convenient to be held therewith or with the hereditaments therein-before appointed and settled yet so that every such purchase should be made with the consent in

A.D. 1889: writing of the person for the time being entitled to the possession or to the receipt of the rents and profits of the said hereditaments thereby appointed if such person should be of full age and should settle and assure or cause to be settled and assured as well the manors lands or hereditaments so to be purchased as also all manors lands or hereditaments to be taken in exchange or by partition as therein-before was mentioned To the uses upon the trusts and for the intents and purposes and with under and subject to the powers provisoes conditions and agreements which under or by virtue of the indenture now in recital or in consêquence of the exercise of any of the powers therein-before contained other than the aforesaid powers of leasing should have been or should be subsisting or capable of taking effect of or in the hereditaments which should have been so sold or conveyed by way of exchange or partition or should have been so leased as aforesaid or as near thereto as the deaths of parties and other intervening accidents would then admit of Yet so that if any of the lands so to be purchased or taken in exchange or by way of partition as aforesaid should be held by lease or leases for years the same should not be made to vest absolutely in any person thereby made tenant in tail by purchase of the thereby settled hereditaments who should not attain the age of 21 years or dying under that age leave issue immediately inheritable under the limitations of the now reciting indenture and not so as to increase or multiply charges And the settlement now in recital contained a power to make interim investments of money arising by sale or exchange and a power to convey land for or without valuable consideration for (among other purposes) docks quays and other works for the encouragement of trade at Portreath Harbour and other harbours And by the said settlement now in recital the said Baroness Basset and John Francis Basset conveyed certain messuages or tenements farms lands rents tithes commons and hereditaments unto the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott their heirs and assigns To the use of the said Frances Baroness Basset and her assigns for her life without impeachment of waste and after her decease To the same uses for the same estates upon the same trusts and to and for the same ends intents and purposes as were therein-before limited declared or comprised or referred to of and concerning the said honor manors lands and other hereditaments therein-before appointed as aforesaid And by the settlement now in recital the said Baroness Basset assigned certain messuages land and hereditaments comprised in indentures of demise of the 29th day of September 1715 and the 3rd day of May 1838 unto the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott their executors administrators and assigns

for all the residues of several terms of 500 years and 2,000 years nevertheless upon trusts corresponding to the uses and limitations therein-before declared concerning the said freehold lands and hereditaments therein-before conveyed by the said Frances Baroness Basset but so that the said leasehold hereditaments should not vest absolutely in any person thereby made tenant in tail by purchase unless and until such person should attain the age of 21 years or dying under that age should leave issue immediately inheritable to the said freehold hereditaments And by the said settlement the said John Francis Basset conveyed All the manors messuages lands and hereditaments of or to which he was equitably or otherwise seised or entitled under the will of his father John Basset deceased unto the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott their heirs and assigns but subject nevertheless and charged with the payment of an annuity of £100 which has since ceased and to the principal sums of £14,000 and £1,000 charged thereon or some part or parts thereof and the interest thereon And also subject to the payment of the sums of £5,000 each to the younger children of the said John Basset and to all other charges subsisting under the said will To the same uses for the same estates upon the same trusts and to and for the same ends intents and purposes and with under and subject to the same powers provisoes declarations and agreements as were therein-before limited and declared of and concerning the said honor manors lands and other hereditaments therein-before appointed by the said Frances Baroness Basset and John Francis Basset and to the intent that the estate for life of the said John Francis Basset might take effect in possession but not so as to increase or multiply charges And by the said settlement the said John Francis Basset assigned a candelabrum unto the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott their executors administrators and assigns In trust to permit the same to be held and enjoyed as an heirloom with the said mansion house of Tehidy under the limitations therein-before contained yet so as not to vest absolutely in any tenant in tail by purchase who should not attain the age of 21 years And the said settlement contained a power for the said Frances Baroness Basset during her life and after her decease for the person entitled to the actual possession or to the receipt of the rents and profits of the hereditaments thereby limited in settlement to appoint new trustees :

And whereas the said Frances Baroness Basset died on the 22nd day of January 1855 without ever having been married and thereupon the said John Francis Basset became tenant for life in possession under the settlement of 1854 :

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And whereas the said John Francis Basset duly made his will dated the 15th day of January 1859 and thereby appointed the said William Wriothsesley Wingfield John St. Aubyn and John Tremayne his executors and bequeathed a diamond tiara subject to the use thereof by his wife for her life and also bequeathed all the furniture plate linen china books pictures jewels ornaments articles of vertu and all other articles bequeathed to him by the will of Frances Baroness Basset deceased or which (though not so bequeathed) might be in his mansion house of Tehidy aforesaid at the time of his death and which were not by his will or any codicil thereto otherwise disposed of unto the said John Henry Hippisley Percy Moreton and Edmund Chase Marriott or other the trustees or trustee at the time of his death of the settlement of 1854 Upon trust that the said trustees or trustee should permit the said furniture and other articles therein-before bequeathed to be annexed to the aforesaid manors and hereditaments and be used and enjoyed as heirlooms as long as the law would permit by the person or persons for the time being entitled to the possession or to the receipt of the rents and profits of the said manors and hereditaments whether under the aforesaid indenture of settlement or the devise of his ultimate remainder in fee thereunder therein-after contained but so that the same should not vest absolutely in any tenant in tail by purchase who should die under the age of 21 years but on the death of such tenant in tail should go and devolve along with the said manors lands and hereditaments to which the same were thereby annexed as heirlooms as far as the law and the direction therein-before contained for the non-vesting in any tenant in tail by purchase would carry the same And the testator under the power limited to him by the said indenture of settlement charged the hereditaments therein comprised with the sum of £15,000 to be added to and form part of his general personal estate therein-after bequeathed and appointed a term for securing the same And the testator devised all his freehold and copyhold hereditaments of inheritance (except hereditaments comprised in the said settlement) To the uses (except the ultimate limitation by way of use to his own right heirs) Upon and for the trusts intents and purposes and subject to the powers and provisions which would be subsisting under the said settlement concerning the said manors and hereditaments therein comprised in case his brother Arthur Basset were dead and there were a total failure of the issue of the said Arthur Basset And he also devised the aforesaid freehold and copyhold hereditaments therein-before devised (but subject to the limitations therein-before declared by reference as aforesaid) And also the said manors and hereditaments comprised in the said settlement of 1854 (but subject to the limitations thereof

therein contained prior to the ultimate limitation to the testator himself in fee) To the use of John Jope Rogers for his life without impeachment of waste with remainder To the use of the first and other sons of the said John Jope Rogers severally and successively according to their respective seniorities in tail male with remainders over And the testator directed that the leasehold hereditaments candelabrum and other personal estate (if any) which were by the settlement of 1854 directed to be held on trusts corresponding with the limitations of the freehold estates of inheritance thereby settled but not so as to vest in any tenant in tail by purchase who should die under the age of 21 years should be held upon further trusts corresponding with the further limitations and provisions declared concerning the aforesaid freehold estates of inheritance under the devise therein contained of the ultimate remainder in fee limited to him the testator by the said settlement and so that such leasehold hereditaments candelabrum and other personal estate (if any) should go along with the last-mentioned estates under such further limitations as far as the rules of law and equity would permit but not so as to vest in any tenant in tail by purchase who should die under the age of 21 years And the said testator bequeathed all the residue of his personal estate to his said executors upon trust for sale and conversion and payment of his funeral and testamentary expenses debts and legacies and as to the surplus upon trusts for his younger children and if as happened there should be no child entitled under such trusts then to be paid assigned and transferred unto the trustees or trustee for the time being of the settlement of 1854 Upon and for the trusts and purposes and subject to the powers and provisions upon for and subject to which the moneys arising under the power of sale and exchange contained in the said settlement and the devise contained in the testator's will of the ultimate remainder in fee limited to him by the said settlement would be held in case his brother Arthur Basset were dead and there were a total failure of his issue :

And whereas the said John Francis Basset died on the 9th day of February 1869 without ever having had any issue and without having revoked his said will and the said will with two codicils not affecting the same so far as herein-before recited except by giving his wife since deceased a life interest in a diamond necklace being one of the jewels bequeathed by his will was duly proved by all the executors therein named in the Principal Probate Registry on the 16th day of April 1869 :

And whereas on the death of the said John Francis Basset the said Arthur Basset became tenant for life in possession under the settlement of 1854 :

A.D. 1889. — And whereas the said Arthur Basset died on the 7th day of May 1870 without ever having had any issue and thereupon the said Gustavus Lambart Basset became tenant for life in possession under the settlement of 1854 :

And whereas the said Gustavus Lambart Basset was only once married namely on the 28th day of September 1869 to Charlotte Mary Elmhirst and there has been issue of the said marriage two children only namely one son who died soon after his birth and a second son Arthur Francis Basset and no other issue :

And whereas the said Arthur Francis Basset was born on the 29th day of January 1873 and is now an infant under the age of 21 years :

And whereas the said Gustavus Lambart Basset duly made his will dated the 6th day of March 1888 and thereby appointed William Francis Higgins and the said Edmund Chase Marriott executors and trustees of his will and appointed his wife Charlotte Mary Basset and the said William Francis Higgins and the survivor of them guardians and guardian of his son the said Arthur Francis Basset and requested the said Edmund Chase Marriott to proceed with the action which he had instituted at the testator's instance in the Chancery Division of the High Court of Justice as next friend of the testator's son for the purpose of his son being made a ward of the Chancery Division of the High Court of Justice and after referring to the settlement of 1854 under which the said Arthur Francis Basset was tenant in tail or in tail male in remainder of the manor of Tehidy and certain estates in the county of Cornwall held therewith and therein-after called the Basset Estates And reciting that the said manor became the property of the Basset family by marriage in the twelfth century and had since that time been held by the Basset family in the direct male line without interruption And reciting that upon the failure of his own issue the descendants of the late John Jope Rogers would be the only representatives of the Bassets of Tehidy other than his brother Walter St. Aubyn Basset who had never had any issue the testator desired and directed his said son Arthur Francis Basset within six months of the testator's death or of his attaining the age of 21 years whichever should last happen to effectually disentail the said manor and estates and all other the estates and hereditaments then subject to the limitations of the settlement of 1854 and the will of the said John Francis Basset or either of them and to execute within the time aforesaid an effectual re-settlement thereof To the use of the said Arthur Francis Basset during his life with remainder To the use of the first and other sons of the said Arthur Francis Basset successively according to seniority in tail male with remainder To

the use of the same sons successively according to seniority in tail general with remainder To the use of the first and other daughters of the said Arthur Francis Basset successively according to seniority in tail general with remainder To the use of his cousin John Peverell Rogers the eldest son of the said John Jope Rogers for his life with remainder To the use of the first and other sons of the said John Peverell Rogers successively according to seniority in tail male with divers remainders over And after making certain bequests the testator devised and bequeathed all his real and personal estate including his furniture plate china books pictures prints and household effects in and about the mansion house at Tehidy Park unto the trustees therein-before named Upon trust to sell and convert the same and out of the proceeds to pay his funeral and testamentary expenses and debts and legacies and stand possessed of the residue of the said moneys Upon trust to invest the same in their or his names or name as in the said will mentioned and stand possessed of the said investments and of the income thereof Upon trust out of the income to pay the annuities and weekly sum therein-before bequeathed and the annuities which he might have covenanted to pay in his lifetime and he directed that the capital of the said investments should in case his son Arthur Francis Basset should attain the age of 21 years and should within six calendar months after the testator's death or his attaining the age of 21 years whichever should last happen execute the disentailing assurance and re-settlement therein-before directed be held in trust to raise and pay thereout to the testator's wife if living at the time of his executing such disentailing assurance and re-settlement the sum of £7,000 for her own use and subject thereto that the said capital or the residue thereof after making such payment to his wife should be held Upon trust for the said Arthur Francis Basset absolutely But if his said son should die in his lifetime or should die after the testator's death without having attained the age of 21 years then he directed that the capital of the said investments should be held In trust to raise and pay thereout to the testator's wife if living at the time of the death of his said son the sum of £10,000 for her own use and subject thereto that the said capital or the residue thereof after making such payment to the testator's wife should be held Upon trust to pay the income thereof to his wife during her life without power of anticipation during any coverture and after her death upon the like trusts and subject to the like powers and provisions as if the same represented capital money arising under the Settled Land Act 1882 from the said Basset Estates but if the testator's son Arthur Francis Basset should attain the age of 21 years and should refuse or neglect for the space of six

A.D. 1889. — calendar months after the testator's death or of his attaining the age of 21 years whichever should last happen to execute or should die within such space before executing the disentailing assurance and re-settlement or before executing the re-settlement therein-before directed to be executed by him then the testator directed that the capital and income of the said investments should be held Upon the other trusts in the said will mentioned and the testator empowered the trustees or trustee during the minority of his said son at their or his discretion to permit the person for the time being in possession of the mansion house at Tehidy to have the use and enjoyment of all or any of his furniture plate china books pictures prints and household effects at Tehidy and of his horses carriages harness stable furniture and other like effects either without paying any rent therefor or at such rent as they or he might think fit but an inventory in duplicate was directed to be taken :

And whereas the said Gustavus Lambart Basset died on the 25th day of July 1888 without having revoked his said will which with three codicils not affecting the same so far as herein-before recited was duly proved in the Principal Probate Registry on the 5th day of September 1888 by the said William Francis Higgins and Edmund Chase Marriott :

And whereas on the death of the said Gustavus Lambart Basset the said Arthur Francis Basset became tenant in tail in possession under the limitations of the settlement of 1854 :

And whereas under an indenture dated the 27th day of September 1869 and made between Gustavus Lambart Basset of the first part Charlotte Mary his wife then Charlotte Mary Elmhirst of the second part Edmund Ruck Keene and William Henry Campion of the third part and William Augustus Elmhirst and Edmund Chase Marriott of the fourth part made in exercise of the power of jointuring contained in the settlement of 1854 the said Charlotte Mary Basset is entitled to receive during her life a yearly jointure rentcharge of £3,000 out of the lands and hereditaments comprised in the said settlement :

And whereas the said Walter St. Aubyn Basset was only once married namely on the 7th day of December 1872 to Edith Pine but there has never been any issue of such marriage :

And whereas the said Walter St. Aubyn Basset is a person of unsound mind duly so found by inquisition dated the 4th day of February 1880 and George Edward Price Captain in the Royal Navy and the said William Francis Higgins are the committees of his estate duly appointed by order dated the 13th day of May 1880 :

And whereas the said John Jope Rogers was only once married A.D. 1889.
namely on the 3rd day of September 1844 to Maria Hichens and
there was issue of the said marriage an eldest son John Peverell
Rogers who was born on the 7th day of November 1846 and eight
other sons :

And whereas the said John Jope Rogers died on the 24th day of
April 1880 :

And whereas the said John Peverell Rogers is still living and is
now the first tenant in tail under the limitations contained in the
settlement of 1854 and the will of the said John Francis Basset who
is of full age :

And whereas the said John Henry Hippisley died on the 26th day
of February 1880 :

And whereas under an indenture dated the 24th day of March
1880 and made between the said Gustavus Lambart Basset of the
first part the said Percy Moreton and Edmund Chase Marriott of
the second part and the said John St. Aubyn then Sir John St.
Aubyn Percy Moreton and Edmund Chase Marriott of the third
part the said Sir John St. Aubyn was appointed a trustee of the
settlement of 1854 in the place of the said John Henry Hippisley
and the said term of 99 years limited by the settlement of 1854 was
duly assigned so as to vest in the said Sir John St. Aubyn Percy
Moreton and Edmund Chase Marriott jointly :

And whereas the said Percy Moreton died on the 15th day of
March 1886 :

And whereas by an indenture dated the 13th day of September
1886 and made between the said Gustavus Lambart Basset of the
first part the said Edmund Chase Marriott and Sir John St. Aubyn
of the second part and John Tremayne and the said Edmund Chase
Marriott and Sir John St. Aubyn of the third part the said John
Tremayne was duly appointed a trustee of the settlement of 1854
in the place of the said Percy Moreton and the said term of 99
years was duly assigned so as to vest in the said Sir John St. Aubyn
John Tremayne and Edmund Chase Marriott jointly and they are
now the trustees of that term and the persons entitled to exercise
the power of sale and exchange contained in the settlement :

And whereas in the year 1887 the said Sir John St. Aubyn was
created Baron St. Levan :

And whereas all charges on the estates subject to the limitations
of the settlement of 1854 or the will of John Francis Basset have
been satisfied or have ceased to be payable except an annual sum of
£600 payable to the said Edmund Chase Marriott during his life
under an indenture dated the 17th day of November 1851 the

A.D. 1889. yearly jointure rentcharge of £3,000 to the said Charlotte Mary Basset and an annuity of £50 per annum under the will of John Francis Basset :

And whereas an action of *Basset v. St. Levan* 1888 B. No. 3,946 in which the said infant Arthur Francis Basset by his next friend is plaintiff and the said Baron St. Levan John Tremayne and Edmund Chase Marriott are defendants has been commenced in the Chancery Division of the High Court of Justice for the administration of the trusts of the settlement of 1854 and another action *re Gustavus Lambart Basset deceased Basset v. Higgins* 1888 B. No. 5,726 in which the said infant by his next friend is plaintiff and the said William Francis Higgins and Edmund Chase Marriott are defendants has also been commenced in the said Chancery Division for the administration of the estate of the said Gustavus Lambart Basset and in the said actions the usual administration orders were made on the 11th day of March 1889 :

And whereas by an order made on the 6th day of August 1888 by the Honourable Mr. Justice Stirling in the said action *Basset v. St. Levan* the said Edmund Chase Marriott was appointed to be receiver of the rents and profits of the freehold and leasehold estates settled by the settlement of 1854 and the will of John Francis Basset which estates are in this Act referred to as the settled estates such appointment being made upon the terms in the said order and in the schedule thereto mentioned :

And whereas the schedule to this Act contains particulars of certain mines forming parts of the settled estates and herein referred to as the mines all of which except one had been leased by the said Gustavus Lambart Basset in his lifetime by leases granted under the power for the purpose contained in the settlement of 1854 to different adventurers for terms still subsisting and an arrangement for a lease of the remaining one mine had been made at his death but no lease thereof had been prepared nor has any further proceeding been taken since his death with reference to the granting thereof :

And whereas the said schedule shows among other things the date of each lease the name of the mine the term of the lease and the rate of the dues reserved :

And whereas in compliance with the terms of the power of leasing contained in the settlement of 1854 all the leases so granted by the said Gustavus Lambart Basset reserved by way of royalty not less than one-fifteenth part of the minerals raised but some of the lessees were not willing to pay a royalty of that amount and in order to procure acceptance by them of the said leases the said Gustavus Lambart Basset entered into arrangements with such lessees to the

extent of his power as tenant for life of the settled estates for accepting lower rates of dues according to the circumstances from time to time of each mine and such arrangements were effected partly by deeds of covenant executed at the same time as the lease and partly by letters or verbal communications from his agent to the agent of the mines and were generally to the effect that while a mine was being carried on at a loss no royalties should be demanded and that while a mine was not so carried on at a loss but was not dividing profits reduced rates varying according to the circumstances of the case should be accepted :

And whereas the schedule to this Act shows the royalties prescribed by such deeds of covenant and the royalties agreed to be accepted by the said Gustavus Lambart Basset during the year ending the 31st December 1887 and the royalties which have been accepted since his death which happened on the 25th July 1888 :

And whereas at the time of the passing of this Act the Dolcoath Mine and the East Pool Mine are the only mines in respect of which the full royalty of one fifteenth is paid :

And whereas besides the annual income derived from the mines a further large annual income is derived from the minerals contained in the streams flowing from the said mines and into which the refuse of the mines is discharged and such last-mentioned income would wholly cease if the mines were not worked :

And whereas the total annual expenditure for wages and other payments in respect of the mines and stream works is very large and amounted during the year 1888 to £364,000 and upwards of which sum more than one half represented payments in respect of mines carried on by the lessees at a loss and if such annual expenditure were to cease the surface rents of the settled estates must be considerably reduced :

And whereas the practice of the said Gustavus Lambart Basset herein-before recited with respect to the temporary reduction or relinquishment of mining dues or royalties was necessary and proper for the encouragement of mining enterprise and was essential to the maintenance of the estate as a mining property and it is proper and for the benefit of all persons interested in the settled estates that powers should be given to continue such practice :

And whereas the port or harbour of Portreath is claimed as forming part of the settled estates and is chiefly used for the import of coal and other materials to the mines and to other mines in the adjacent district and for the import of coals and other minerals for domestic use and other purposes and it is essential to the prosperity and continued working of the mines in the district upon which the maintenance of the income of the settled estates from surface as

A.D. 1889.

well as from minerals depends that the harbour should not be let to the only persons likely to become lessees namely persons interested in obtaining a high price for the imported material but should be kept as an open port so that persons interested in mines will be able to import at the lowest possible prices and it is considered that under present circumstances the port will produce if retained unlet the largest revenue which it is capable of producing but a change of circumstances might render a letting advisable:

And whereas it is proper and for the benefit of all persons interested in the settled estates that the receiver for the time being appointed by the Court in the action of *Basset v. St. Levan* should be empowered to manage and carry on the said harbour of Portreath and that in order to improve the harbour and the entrance thereof an extension of the existing pier and also certain other works should be constructed at a cost not exceeding £10,000:

And whereas in addition to the furniture chattels and effects at the mansion house of Tehidy which under the settlement of 1854 and the will of the said John Francis Basset are made heirlooms to devolve with the settled estates the said Gustavus Lambart Basset was at the time of his death absolutely entitled to other furniture and chattels (including a small quantity of plate) and also other effects used with the said mansion which have been valued at the sum of £5,760:

And whereas at the time of the death of the said Gustavus Lambart Basset and for some time previously the Home Farm adjoining the mansion at Tehidy containing 248 acres or thereabouts was in his own occupation and cultivated by him and he possessed live and dead farming stock and implements and effects used by him in cultivating the farm which have been valued at the sum of £4,182 8s. 8d. and since his death the receiver has continued to carry on the farm for the benefit of the estate by means of the stock and effects thereon belonging to the estate of the testator but in order to collect get in and wind up that estate it is necessary that such stock and effects and also the furniture and effects belonging to his estate and now in the Tehidy estate office at Camborne should be sold and it is proper and for the benefit of all persons interested in the settled estates that such stock and effects should be purchased so as to enable the receiver to continue to carry on the farm instead of letting the same:

And whereas the said Gustavus Lambart Basset was also at his death entitled to the machinery plant and other effects then and now used in connexion with the harbour of Portreath and for carrying on the business thereof valued at the sum of £467 8s. 6d.:

And whereas the total of such valuations makes up the sum of £10,409. 17s. 2d. : A.D. 1889.

And whereas it is proper and for the benefit of the persons interested in the settled estates that the said furniture articles machinery plant farming stock crops and effects forming part of the estate of the said Gustavus Lambart Basset should be purchased at the price of £10,400 from the executors of the said Gustavus Lambart Basset and should be settled so as to devolve with the settled estates and that directions should be given for keeping up the machinery plant and effects on the Home Farm and at the harbour of Portreath for the benefit of the persons interested and the said William Francis Higgins and Edmund Chase Marriott as executors of the said Gustavus Lambart Basset are willing to sell the same at the price aforesaid :

And whereas an inventory of the said furniture articles machinery plant farming stock crops and effects so to be purchased has been verified by affidavit in the actions of Basset v. St. Levan and re Gustavus Lambart Basset deceased Basset v. Higgins and has been deposited in the filing and record department of the central office of the Supreme Court of Judicature for the purposes of this Act :

And whereas the said Baron St. Levan John Tremayne and Edmund Chase Marriott as trustees of the settlement of 1854 have now in their hands or standing in their joint names money or investments representing the sum of £109,000 sterling and upwards liable to be invested in the purchase of lands and hereditaments to be conveyed to the uses and upon the trusts subsisting under the settlement of 1854 and the will of John Francis Basset and it is proper and desirable that a portion of such investments should be applied in the construction of the works at the harbour of Portreath and the purchase of the effects described in the inventory deposited as aforesaid :

And whereas the aforesaid objects cannot be effected without the aid and authority of Parliament :

And whereas by an order of the Chancery Division of the High Court of Justice made on the 8th day of March 1889 by his Lordship the Honourable Mr. Justice Stirling in the said actions of Basset v. St. Levan and re Gustavus Lambart Basset deceased Basset v. Higgins It was ordered that the applicants John Baron St. Levan John Tremayne and Edmund Chase Marriott should be at liberty to apply to Parliament for an Act for the purposes in the said order mentioned And it was ordered that the draft of a Bill for the purposes aforesaid should be settled by the judge :

And whereas by the certificate dated the 16th day of April 1889 of the chief clerk of the Honourable Mr. Justice Stirling made in the

A.D. 1889. — said actions it was certified that the draft of a Bill to be submitted to Parliament being the Bill for this Act had been settled and approved pursuant to the said order and such draft is identified by the signature of the chief clerk to the memorandum in the margin of the first page thereof and that the several instruments facts and events recited in the preamble of such draft before the recital of the said certificate had been proved in the said action :

And whereas the said certificate has been duly approved by the said judge and filed in the filing and record department of the central office of the Supreme Court of Judicature :

Therefore Your Majesty's most dutiful and loyal subjects John Baron St. Levan John Tremayne and Edmund Chase Marriott do most humbly beseech Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (namely) :—

Short title.

1. This Act may be cited for all purposes as the Basset Estate Act 1889.

Interpretation.

2. In this Act the following expressions shall have the following meanings respectively (that is to say) :—

The expression "the trustees" means and includes the said John Baron St. Levan Edmund Chase Marriott and John Tremayne or the survivors or survivor of them or other the trustees or trustee for the time being entitled to exercise the powers of leasing sale and exchange contained in the settlement of 1854 ;

The expression "the settled estates" means and includes all the lands and hereditaments which at the time of the passing of this Act are or which at any time afterwards shall become subject to the limitations for the time being subsisting under the settlement of 1854 and the will of John Francis Basset ;

The expression "the settled trust funds" means and includes all moneys in the hands of and all investments standing in the names of the trustees which or the proceeds of which at the time of the passing of this Act are or at any time afterwards shall become by any means liable to be laid out in the purchase of lands or hereditaments to be conveyed and settled to the uses and upon the trusts for the time being subsisting with respect to the settled estates ;

The expression "the receiver" means and includes Edmund Chase Marriott or other the receiver of the settled estates appointed by the Chancery Division of the High Court Justice.

3. The receiver may from time to time or at any time so long as the infant Arthur Francis Basset is living and under the age of twenty-one years with the approval of the Chancery Division of the High Court of Justice agree with the lessees or lessee under any lease mentioned in the schedule to this Act that all or any of the dues or royalties reserved or made payable by such lease shall be reduced either temporarily or permanently during the residue of the term granted by such lease and that the reduction shall take effect either absolutely or contingently on the amount of minerals worked or gross earnings or net profits made or rateably according to the price obtained for minerals worked or that the reduction shall take effect in any other manner or in any other event or upon any other terms in or upon which it may appear to the receiver expedient to make a reduction in order to secure continued working under the lease and which may be approved by the Chancery Division and also to agree that no dues or royalty shall be demanded when works are carried on at a loss and every agreement so made shall become incorporated in and form part of the terms of the lease with reference to which it is made and the lease with the terms of the agreement so incorporated shall be valid and binding as against all persons entitled to or interested in the settled estates.

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Receiver
may agree
to accept
reduced
royalties.

4. The trustees may from time to time or at any time with the approval of the Chancery Division of the High Court of Justice raise out of the settled trust funds any sum or sums not exceeding in the whole the sum of ten thousand pounds and pay the sum or sums so raised to the receiver to be by him applied under the direction of the Chancery Division in paying the cost of any works from time to time duly authorised or capable of being executed for extending the existing pier at the harbour of Portreath and for the construction of any other such works which the receiver may deem necessary or proper for affording increased accommodation to vessels frequenting the harbour and which may be approved by the Chancery Division and the receiver may contract for or procure the execution of such works accordingly.

Power to
expend
money in
works at
Portreath
Harbour.

5.—(1) The receiver may in right of any estate or interest in the harbour which forms part of the settled estates but so far only as any such estate or interest gives authority for the purpose carry on and manage the harbour of Portreath and receive the revenues thereof and apply so much thereof or of the rents and profits of the rest of the settled estates as may be required and sanctioned by the Chancery Division in paying the expenses of such management and making all payments necessary for the purchase and supply of machinery steam engines and other motive power and all other

Power to
the receiver
to carry on
the harbour.

A.D. 1889. appliances and paying the cost of any improvements in the harbour from time to time duly authorised or capable of being executed and in making all other payments necessary or proper for the due conduct of the business of the harbour.

(2) The receiver shall be indemnified by and out of the rents and profits of the settled estates and the income of the settled trust funds against all loss damage or liability which may be incurred by him in the due exercise of the powers or duties by this Act vested in him in reference to the harbour and all loss damage or liability so incurred shall be paid or satisfied out of such rents and profits and income accordingly.

Furniture
farming
stock and
harbour
plant to be
purchased.

6.—(1) The trustees shall and they are hereby directed to purchase from the executors of the will of the said Gustavus Lambart Basset and the said executors shall and they are hereby required to sell to the trustees at the price of ten thousand four hundred pounds—

First. All the furniture chattels (including plate) and other articles in the mansion house at Tehidy belonging to the estate of the said Gustavus Lambart Basset;

Secondly. All the farming stock chattels and effects on the Home Farm at Tehidy and the furniture and effects at the Tehidy estate office at Camborne also belonging to the said estate;

Thirdly. All the machinery plant and effects used at the harbour of Portreath also belonging to the said estate;

which are respectively specified in the inventory deposited in the filing and record department of the central office of the Supreme Court of Judicature in the actions of *Basset v. St. Levan* and *re Gustavus Lambart Basset deceased Basset v. Higgins* for the purposes of this Act:

(2) The purchase money of ten thousand four hundred pounds shall be raised by the trustees out of the settled trust funds and shall be paid to the said William Francis Higgins and Edmund Chase Marriott as such executors as aforesaid who upon receipt by them of such purchase money shall sign and give to the trustees a proper receipt for the same:

(3) Upon payment by the trustees of the purchase money of ten thousand four hundred pounds and upon a receipt being signed and given for the same as by this Act directed all the articles and effects mentioned in the inventory deposited as aforesaid shall be delivered over to the trustees upon the trusts and for the purposes following (that is to say):—

(4) The trustees shall hold the articles and effects delivered to them under this Act upon trust to allow the same to be used

possessed and enjoyed in and with the mansion of Tehidy and the harbour of Portreath respectively so far as the rules of law and equity will permit by the person or persons who under the settlement of 1854 and the will of John Francis Basset shall for the time being be in the actual possession or in the receipt of the rents and profits of the settled estates but so nevertheless that such chattels shall not vest absolutely in any person by the settlement of 1854 or the will of John Francis Basset made tenant in tail male by purchase unless and until he shall attain the age of twenty-one years but on his death under that age the said chattels and effects shall go and devolve in the same manner as if they had been freehold hereditaments of inheritance and had been settled accordingly :

A.D. 1889.

(5) Provided nevertheless that if the infant Arthur Francis Basset should after having attained the age of twenty-one years die without having barred his estate in tail male under the settlement of 1854 in the settled estates then the articles and effects by this Act directed to be purchased shall not vest in him absolutely but shall on his death devolve to and vest in the persons or person who would have been entitled thereto in case the said Arthur Francis Basset had died without having attained the age of twenty-one years :

(6) The chattels and effects secondly and thirdly mentioned shall while the infant Arthur Francis Basset is living and under the age of twenty-one years be maintained by the receiver under the directions of the Chancery Division in proper condition and shall be renewed from time to time so that the value thereof may not be decreased and all cost incurred in so doing shall be paid out of the rents and profits of the settled estates.

7.—(1) The trustees with the approval of the Chancery Division of the High Court of Justice to be obtained in the action *Basset v. St. Levan* may so long as the infant Arthur Francis Basset is living and under the age of twenty-one years exercise on his behalf all the powers as to granting leases of a tenant for life under the Settled Land Act 1882 without any further application to the Court under that Act.

Trustees may with approval of Court exercise powers of Settled Land Act 1882.

(2) A mining lease granted by the trustees under the powers conferred by the Settled Land Act 1882 may reserve dues or royalties varying with and according to the market price for the time being of the minerals raised under the lease or with and according to the amount of gross earnings or net profits made or in any other mode or according to any other scale or rule which may be deemed expedient and may provide that no dues or royalty shall be demanded when the works are carried on at a loss.

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(3) The provisions of this section shall apply only to such parts of the settled estates as are within the county of Cornwall.

Costs.

8.—(1) All costs charges and expenses of or incidental or preparatory to the obtaining or passing of this Act shall be paid out of the settled trust funds.

(2) The Chancery Division of the High Court of Justice may from time to time upon application by summons at chambers by any person or persons interested make any order for ascertaining or taxing any costs charges or expenses payable under this Act including the costs of the application and of any order made thereon and may order payment of such costs charges and expenses when taxed out of any moneys which under this Act or otherwise are applicable for the purpose.

Saving clause.

9. Saving always to the Queen's most Excellent Majesty Her heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except the several persons who are by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to and out of or upon the settled estates or the settled trust funds or any part thereof to which this Act relates as they or any of them had before the passing of this Act or would could or might have had or enjoyed if this Act were not passed.

Exceptions from saving clause.

10. The following persons are excepted out of the general saving in this Act and accordingly are bound by this Act (that is to say):—

- (1) Arthur Francis Basset and his issue male and female ;
- (2) Charlotte Mary Basset widow ;
- (3) Walter St. Aubyn Basset and his issue male and female ;
- (4) John Peverell Rogers and his issue male and female ;
- (5) The Right Honourable John Baron St. Levan,

John Tremayne, and

Edmund Chase Marriott,

and all other persons who after the passing of this Act may be appointed trustees in the place of them or any of them of the settlement of 1854 or the will of John Francis Basset ;

- (6) Every other person who is at the time of the passing of this Act or shall afterwards become entitled under the limitations contained in the settlement of 1854 or the will of John Francis Basset to any estate or interest in the settled estates in remainder after the estate in tail male of John Peverell Rogers ;
- (7) William Francis Higgins and Edmund Chase Marriott as executors of Gustavus Lambart Basset.

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

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Act not to
be a public
Act.

The SCHEDULE above referred to.

26

Containing a STATEMENT of LEASES of MINES comprised in the SETTLEMENT of the 3rd March 1854 and ROYALTIES reserved and accepted in respect of the same.

1 Name of Mine.	2 Date of Lease.	3 Term.	4 Royalty and Rent reserved.	5 Date of Deed of Covenant by which Gustavus Lambart Basset the late Tenant for Life agreed to accept lower Royalties.	6 Royalties prescribed by Deed of Covenant.	7 Royalties agreed to be accepted by Gustavus Lambart Basset during the Year ending 31st December 1887.		8 Royalties accepted since the 25th July 1888 the Date of the Death of Gustavus Lambart Basset.
						On Tin.	On Copper.	
1 Dolcoath	21st September 1887	21 years from 30th August 1887	$\frac{1}{15}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees and a rent of £53 8s. 9d.	None	None	$\frac{1}{15}$ th part	$\frac{1}{15}$ th part	$\frac{1}{15}$ th part
2 East Pool	1st October 1875	21 years from 25th March 1874	$\frac{1}{15}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	1st October 1875	$\frac{1}{30}$ th part until notice to pay a higher royalty and after such notice $\frac{1}{15}$ th of tin ores and $\frac{1}{15}$ th of all other metallic minerals	$\frac{1}{15}$ th part	$\frac{1}{15}$ th part	$\frac{1}{15}$ th part
3 Carn Brea	18th July 1871	21 years from 24th June 1871	$\frac{1}{15}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	18th July 1871	$\frac{1}{30}$ th part until notice to pay a higher royalty and after such notice $\frac{1}{15}$ th	No royalty required		None
4 Wheal Basset and	18th July 1871	21 years from 25th March 1870	$\frac{1}{15}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees and a rent of £20	18th July 1871	$\frac{1}{30}$ th part until notice to pay a higher royalty	$\frac{1}{30}$ th part when the balance divisible on the periodical account of the mine does not exceed 5 per cent. on the capital unrepaid and $\frac{1}{30}$ th part when such balance exceeds such 5 per cent. so long as any capital remains unrepaid	—	$\frac{1}{30}$ th part

South Carn Brea	24th December 1872	21 year from 29th September 1872	$\frac{1}{5}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	None	—	The same as Wheal Basset	—	$\frac{1}{50}$ th part
5 West Seton	Lease not executed		—	—	—	—	—	None
6 Cook's Kitchen	15th January 1873	21 years from 4th June 1872	$\frac{1}{5}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	15th January 1873	$\frac{1}{50}$ th part	No royalty required		None
7 West Basset	4th October 1873	21 years from 1st July 1872	$\frac{1}{5}$ th part of all metallic minerals found within such part of the limits as is not in the tenement of Feltrick and $\frac{1}{5}$ of $\frac{1}{5}$ th of all metallic minerals found within such part of Feltrick as is within the limits after the same have been made fit for sale at the cost of the lessees	4th October 1873	$\frac{1}{5}$ th or $\frac{1}{2}$ of $\frac{1}{50}$ th (as the case may be) until the adventurers have received in dividends from the profits the amount which they may have expended in calls and after that event $\frac{1}{5}$ th or $\frac{1}{2}$ of $\frac{1}{5}$ th of tin ores and $\frac{1}{5}$ th or $\frac{1}{2}$ of $\frac{1}{5}$ th of all other metallic minerals	No royalty required		None
8 South Wheal Frances	5th July 1875	21 years from 1st July 1872	$\frac{1}{5}$ th part of all metallic minerals found within such parts of the limits as are not in the tenements of Feltrick or Grillis and $\frac{1}{5}$ of $\frac{1}{5}$ th part of all metallic minerals found within such part of Feltrick and Grillis as is within the limits after the same have been made fit for sale at the cost of the lessees	5th July 1875	$\frac{1}{50}$ th or $\frac{1}{2}$ of $\frac{1}{50}$ th (as the case may be) until the adventurers have received back in dividends from the profits the amount they may have expended in calls and after that event $\frac{1}{5}$ th or $\frac{1}{2}$ of $\frac{1}{5}$ th of tin ores and $\frac{1}{5}$ th or $\frac{1}{2}$ of $\frac{1}{5}$ th of all other metallic minerals	Royalties at the rate mentioned in column 6	Royalties at the rate mentioned in column 6	Royalties at the rate mentioned in column 6
9 One undivided fourth part of South Crofty	3rd March 1886	21 years from 29th September 1885	Dead rent of £10 or $\frac{1}{5}$ th of $\frac{1}{5}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees and the rent of £15	None	None	No royalty required		None

1 Name of Mine.	2 Date of Lease.	3 Term.	4 Royalty and Rent reserved.	5 Date of Deed of Covenant by which Gustavus Lambart Basset the late Tenant for Life agreed to accept lower Royalties.	6 Royalties prescribed by Deed of Covenant.	7 Royalties agreed to be accepted by Gustavus Lambart Basset during the Year ending 31st December 1887.		8 Royalties accepted since the 25th July 1888 the Date of the Death of Gustavus Lambart Basset.
						On Tin.	On Copper.	
10 New Cook's Kitchen	29th September 1877	21 years from 4th June 1872	Dead rent of £25 or $\frac{1}{16}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees and certain surface rents	None	None	No royalty required		None
11 Violet Seton	6th November 1878	21 years from 14th May 1878	Dead rent of £25 or $\frac{1}{16}$ th part of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	None	None	No dead rent or royalty receivable until the fine of £500 paid for the lease has been made up		None
12 Great North Seton	1st September 1879	21 years from 2nd May 1878	Dead rent of £25 or $\frac{1}{16}$ th part of one undivided moiety of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	None	None	No dead rent or royalty receivable until the fine of £100 paid for the lease has been made up		None
13 One undivided moiety of West Wheal Frances	4th August 1880	21 years from 1st July 1872	Dead rent of £20 or $\frac{1}{16}$ th part of one undivided moiety of all metallic minerals found within the limits the same being first rendered merchantable and fit for sale at the cost of the grantees	None	None	$\frac{1}{16}$ th part	—	None

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