



ANNO SEXTO & SEPTIMO

# VICTORIÆ REGINÆ.

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## Cap. 22.

An Act for authorizing Leases and Setts to be granted of and in an Estate in the Parish of *Newlyn* in the County of *Cornwall*, devised by the Will of *John Oxnam* deceased to *John Oxnam* for his Life, with divers Remainders over. [1st August 1843.]

**W**HEREAS *John Oxnam* late of the Parish of *Newlyn* in the County of *Cornwall*, Gentleman, deceased, duly made, signed, and published his last Will and Testament in Writing, bearing Date on or about the Seventh Day of *June* One thousand eight hundred and twenty, and thereby (amongst other Devises) gave, devised, and bequeathed to his Wife *Mary Oxnam* all that his Freehold Estate called *Warren's Tenement*, situate at *Trevil-son* in the said Parish of *Newlyn*, to have and to hold the same to her, the said *Mary Oxnam*, during the Term of her natural Life; and after her Decease the said Testator's Will was, and he did thereby give and devise the same unto *John Oxnam*, Son of *William Oxnam*, for and during the Term of his natural Life; and after his Decease the said Testator gave and devised the same to the First Son of his Body lawfully issuing, and the Heirs Male of the Body of such First Son lawfully issuing, and for default of such Issue, then to the

Will of John Oxnam, deceased, dated 7th June 1820.

[Private.]

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Second



Second and other Sons of the Body of the said *John Oxnam* lawfully issuing, severally, successively, and in Remainder one after another as they should be in Seniority of Age and Priority of Birth, the elder of such Sons and the Heirs Male of his Body always to be preferred and take before the younger of such Sons and the Heirs Male of his and their Bodies; and in default of such Issue then the said Testator gave and devised the same Premises to *James Oxnam*, eldest Son of the said *William Oxnam*, for and during the Term of his natural Life, with the like Remainders to his First and other Sons lawfully issuing, and the Heirs Male of his and their Body and Bodies lawfully issuing, as were therein-before limited to the First, Second, and other Sons of the said *John Oxnam*, and the Heirs Male of his and their Body and Bodies; and for default of such Issue the said Testator gave and devised the same to *William Oxnam*, the younger Son of the said *William Oxnam*, his Heirs and Assigns for ever, subject, after the Death of the said Testator's said Wife, to the yearly Sum of Five Pounds, to be paid and payable on the Thirtieth Day of *November* in every Year to the Minister and Churchwardens of the said Parish of *Newlyn*, and to be by them and the principal Inhabitants of the said Parish in the Month of *December* following distributed, according to their Discretion, amongst such poor Men of such Parish having large Families and Widows, not receiving Parish Pay, as they should think fit, with full Power of entering and distraining for the same if unpaid, as in the Case of Rent in arrear: And whereas the said Testator afterwards made a Codicil in Writing to his said Will, bearing Date on or about the Twenty-ninth Day of *September* One thousand eight hundred and twenty, but the same did not in any way affect the said devised Estate: And whereas the said Testator departed this Life on or about the Fourteenth Day of *October* One thousand eight hundred and twenty, leaving his said Devisees, the said *Mary Oxnam*, *John Oxnam*, and *James Oxnam*, respectively him surviving: And whereas the said *Mary Oxnam* departed this Life on or about the Sixth Day of *April* One thousand eight hundred and twenty-six: And whereas the said *John Oxnam* the Devisee intermarried with *Caroline Whitford*, and hath Issue of his Body lawfully begotten One Son, to wit, *William Oxnam*, who is under the Age of Twenty-one Years: And whereas the said *James Oxnam* intermarried with *Mary Moore*, and hath Issue of his Body lawfully begotten *James Oxnam* the younger, his eldest Son, who is of full Age: And whereas by an Indenture bearing Date on or about the Seventh Day of *September* One thousand eight hundred and twenty-nine, and made or expressed to be made between the said *John Oxnam* the Devisee, of the one Part, and *Hugh Jane* of the Parish of *Saint Columb Major* in the County aforesaid, Tailor, of the other Part, the said *John Oxnam* the Devisee did grant, bargain, sell, and demise unto the said *Hugh Jane*, his Executors, Administrators, and Assigns, the said devised Estate, and certain other Messuages, Tenements, and Hereditaments therein described, with the Appurtenances, to hold unto the said *Hugh Jane*, his Executors, Administrators, and Assigns, for and during the full Time and Term of Ninety-nine Years thence next ensuing, if the said *John Oxnam* the Devisee should so long happen to live, upon certain Trusts therein declared for securing the Payment by the said *John Oxnam* the

Codicil, dated  
29th September  
1820.

Mortgage,  
dated 7th  
September  
1829.



the Devisee, his Heirs, Executors, or Administrators, unto the said *Hugh Jane*, his Executors, Administrators, or Assigns, of the Principal Sum of Two hundred and fifty Pounds, with Interest: And whereas by an Indenture bearing Date on or about the Seventh Day of *March* One thousand eight hundred and thirty-four, and made or expressed to be made between the said *Hugh Jane* of the First Part, the said *John Oxnam* the Devisee of the Second Part, and *Thomas Nicholas* of the Borough of *Truro* in the said County, Gentleman, of the Third Part, after reciting, among other things, that the said Sum of Two hundred and fifty Pounds still remained due and owing from the said *John Oxnam* the Devisee to the said *Hugh Jane*, all Interest thereon having been paid and discharged, which the said *Hugh Jane* did thereby admit and acknowledge, in consideration of the Sum of Two hundred and fifty Pounds by the said *Thomas Nicholas* at the Request and by the Direction of the said *John Oxnam* the Devisee to the said *Hugh Jane* in hand well and truly paid at or before the Execution of those Presents, the said *Hugh Jane*, at the Request and by the Direction of the said *John Oxnam* the Devisee, did bargain, sell, assign, and transfer, and for the Consideration aforesaid and the nominal Consideration of Five Shillings the said *John Oxnam* the Devisee did grant, bargain, sell, assign, ratify, and confirm, unto the said *Thomas Nicholas*, his Executors, Administrators, and Assigns, the said devised Estate, with the Appurtenances, to hold unto the said *Thomas Nicholas*, his Executors, Administrators, and Assigns, for and during all the Residue and Remainder then to come and unexpired of the said Term of Ninety-nine Years thereof, granted or created by the said recited Indenture, and determinable as aforesaid, subject nevertheless to a Proviso for Redemption of the same on Payment by the said *John Oxnam* the Devisee, his Executors, Administrators, or Assigns, unto the said *Thomas Nicholas*, his Executors, Administrators, or Assigns, of the Sum of Two hundred and fifty Pounds of lawful Money of *Great Britain*, with Interest for the same after the Rate of Five Pounds for One hundred Pounds for a Year, at or upon the Seventh Day of *September* then next, without any Deduction or Abatement whatsoever; and it was thereby provided, declared, and agreed that if Default should be made in Payment of the said Sum of Two hundred and fifty Pounds and the Interest thereof, or any Part thereof respectively, for the Space of Two Calendar Months or more next after the Time therein-before appointed for Payment of the same, then and in such Case it should and might be lawful to and for the said *Thomas Nicholas*, his Executors, Administrators, or Assigns, at any Time or Times thereafter to sell and dispose of the same Tenement and Premises, or any Part thereof, for and during all the Residue which should be then to come and unexpired of the said Term of Ninety-nine Years determinable as aforesaid, either by public Sale or private Contract, as he or they should think fit, without the Consent or Concurrence of the said *John Oxnam* the Devisee, his Executors, Administrators, or Assigns, to any Person or Persons whomsoever, for the best Price or Prices in Money that could or might be reasonably obtained for the same, and should and might for that Purpose enter into, make, and execute all necessary Contracts with and Assignments and Assurances to the Purchaser or Purchasers thereof, or as he or they should

Indenture,  
dated 7th  
March 1834.



should direct, with Power to reserve a Bidding or Biddings upon any such Sale or Sales by public Auction, and also to resell in manner aforesaid any Part of the same Premises which should be contracted to be sold, but which Contract should not afterwards be completed; and it was thereby declared and agreed by and between the said Parties to those Presents, that all and every the Sales, Assignments, and Assurances, Acts, Deeds, Matters, and Things which should be made, done, and executed by the said *Thomas Nicholas*, his Executors, or Administrators or his or their Assigns, of and concerning the Premises thereby authorized to be sold as aforesaid, should be as valid and effectual in the Law, although the said *John Oxnam* the Devisee or his Assigns should not execute the same, or join therein or assent thereto, as the same would have been if the said *John Oxnam* the Devisee or his Assigns had duly executed the same, or joined therein or assented thereto; and that the Receipt or Receipts in Writing of the said *Thomas Nicholas*, his Executors or Administrators, or his or their Assigns, should be a sufficient and effectual Discharge and Discharges to any Purchaser or Purchasers of the same Premises for his, her, or their Purchase Money or Monies, or so much thereof as should thereby be acknowledged to be received; and the same Purchaser or Purchasers, his, her, or their Executors, Administrators, or Assigns, should not afterwards be answerable or accountable for the Loss, Misapplication, or Non-application, or be in anywise obliged or concerned to see to the Application thereof or any Part thereof, nor to any Circumstances under which a Sale was thereby authorized to be made: And whereas by an Indenture bearing Date on or about the Twenty-sixth Day of *March* One thousand eight hundred and thirty-eight, and made or expressed to be made between the said *Thomas Nicholas* of the one Part, and *John Huddy* of the Parish of *Saint Eno*der in the said County, Yeoman, of the other Part, after reciting, among other things, that the said devised Estate had been put up to sale by public Auction at the House of *Richard Bassett* in *Mitchell* on the Sixteenth Day of *March* then instant, when the said *John Huddy* had been declared to be the highest Bidder and Purchaser thereof at the Sum of Two hundred and eighty-five Pounds, and had thereupon paid into the Hands of the Auctioneer at such Sale the Sum of Ten Pounds by way of Deposit and in part of the said Purchase Money, conformably to certain Conditions of Sale there exhibited, in consideration of the Sum of Two hundred and eighty-five Pounds by the said *John Huddy* to the said *Thomas Nicholas* in hand well and truly paid at or before the Execution of those Presents, the said *Thomas Nicholas* did grant, bargain, sell, assign, transfer, and set over unto the said *John Huddy* the said devised Estate, then in the Occupation of *Mark Martin* and *Silas Martin* for a Term of Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-five, with the Appurtenances, and all the Estate, Right, Title, Interest, Term and Terms of Years then to come and unexpired, Property, Possession, Benefit, Claim, and Demand whatsoever, both at Law and in Equity, of the said *Thomas Nicholas* of, in, to, or out of the same Estate, and every Part and Parcel thereof, to hold unto the said *John Huddy*, his Executors, Administrators, and Assigns, for and during the natural Life of the said *John Oxnam*  
the

Indenture,  
dated 26th  
March 1838.



the Devisee, but not longer or otherwise: And whereas by an Indenture, dated 2d Jan 1843. bearing Date on or about the Second Day of *January* One thousand eight hundred and forty-three, and made or expressed to be made between the said *John Huddy* then of *Saint Columb* in the said County of *Cornwall*, and then formerly of the said Parish of *Saint Enoder* in the said County, Butcher, of the one Part, and *Edward Michell* of *Truro* in the said County of *Cornwall*, Gentleman, of the other Part, in consideration of the Sum of Four hundred and ninety-nine Pounds of lawful *English* Money paid by the said *Edward Michell* to the said *John Huddy* at or before the Execution of those Presents, the said *John Huddy* did grant, bargain, sell, assign, transfer, and set over unto the said *Edward Michell*, his Executors, Administrators, and Assigns, the said devised Estate, then in the Occupation of the said *Mark Martin* and *Silas Martin*, or one of them, as Tenants thereof, with the Appurtenances, to hold unto the said *Edward Michell*, his Executors, Administrators, and Assigns, thenceforth during the Residue then unexpired of the said Term of Ninety-nine Years, determinable as aforesaid, and for all and any other the Term and Interest of the said *John Huddy* therein: And whereas neither the said Will nor the said Codicil contains any Power of leasing the said devised Estate, nor any Power of opening or leasing Mines therein: And whereas the said devised Estate is particularly mentioned and comprised in the Schedule to this Act: And whereas it hath recently been ascertained that there are within and under the said devised Estate divers Mines and Minerals of considerable Value, and the same Estate, Mines, and Minerals respectively could be farmed and worked to great Advantage if a Power were vested in the said *John Oxnam* the Devisee and the said *Edward Michell*, his Executors, Administrators, or Assigns, jointly, so long as the said Term of Ninety-nine Years shall continue, and after the Determination thereof for the Person who for the Time being shall under the said Will be the Tenant for Life or in Tail in Possession, or entitled to the Receipt of the Income of the same Estate, and also, during the Minority of any such Tenant in Tail, in his Guardian for the Time being, to grant Leases of the same Estate and of the Mines and Minerals therein; but the said Purposes cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *John Oxnam* the Devisee on behalf of himself and his said infant Son the said *William Oxnam*, and the said *James Oxnam*, and the said *James Oxnam* the younger, the said adult Son of the said *James Oxnam* the Devisee, and the said *Edward Michell*, 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 from and immediately after the passing of this Act it shall be lawful for the said *John Oxnam* the Devisee and the said *Edward Michell*, his Executors, Administrators, or Assigns, jointly, so long as the said Term of Ninety-nine Years shall continue, and after the Determination thereof for the Person who for the Time being shall under the said Will be the Tenant for Life or in Tail in Possession, or entitled to the Receipt

Power to grant Leases for farming or other Purposes.

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of the Income of the said devised Estate, and also for the Person who for the Time being shall under the said Will be the Tenant in Tail in Possession, or entitled to the Income of the same Estate, if such Person shall be of the full Age of Twenty-one Years, but if such Person shall be under the Age of Twenty-one Years, then during his Minority for the Person who for the Time being shall be his Guardian, (but without prejudice to any Term, Right, or Interest which any Person may lawfully and rightfully claim as Lessee or Tenant of, in, or to the said devised Estate or any Part thereof under or by virtue of any Lease or Contract for Tenancy whatsoever, lawfully and rightfully made or entered into before the passing of this Act, and also without prejudice to any Lease which may have been previously duly granted under the Authority of this Act,) by Indenture to be sealed and delivered in the Presence of and to be attested by Two or more Witnesses, from Time to Time to lease, or to concur with any Person in leasing, all and every or any Part of the Lands comprised in the said Schedule to this Act, for farming or other Purposes, not being Mining Purposes, unto any Person for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, upon such Terms and Conditions and with such Exceptions and Reservations as may be reasonably agreed on with or required by such Person; so that upon every such Lease there shall be reserved and made payable, yearly or oftener during the Continuance thereof, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most approved yearly Rent in Money that can at the Time of the making of such Lease be reasonably obtained in respect of the Lands to be leased, without taking for or in respect of the same any Fine, Premium, or Foregift, or any thing in the Nature thereof respectively; and so that in every such Lease there shall be contained proper Exceptions or Reservations of and relating to Mines and Minerals, in order that no Lease to be granted as aforesaid shall prevent or interfere with the full Exercise of the Power for granting Leases for Mining Purposes as herein-after expressed; and so that in every such Lease there shall be contained proper Covenants by the Lessee for due and punctual Payment of the Rent to be thereby reserved, and of all Taxes, Rates, Charges, Assessments, Compositions, and Impositions affecting the Lands to be leased; and so that in every such Lease there be contained a Condition, or a Proviso or Clause in the Nature of a Condition, of Re-entry and for avoiding the same in case the Rent to be thereby reserved shall be in arrear, either wholly or in part, by the Space of Forty-two Days next after the Time to be thereby appointed for the Payment thereof, such Rent having been lawfully demanded at or at any Time after such Time; and so that every Lessee execute a Counterpart of the Lease made to him.

Power to  
grant Mining  
Leases.

II. And be it enacted, That it shall be lawful for the Persons herein-before authorized to grant Leases (but without prejudice to any Term, Right, or Interest which any Person may lawfully and rightfully claim as Lessee or Tenant of, in, or to the said devised Estate or any Part thereof, under or by virtue of any Lease or Contract



tract for Tenancy whatsoever lawfully and rightfully made or entered into before the passing of this Act, and also without prejudice to any Lease which may have been previously duly granted under the Authority of this Act,) by Indenture to be sealed and delivered in the Presence of and to be attested by Two or more Witnesses, from Time to Time to make, or to concur with any Person in making, Leases for Mining Purposes, either alone or in connexion with any other Mine, of or concerning all and every or any Part of the Mines and Minerals discovered or existing in or under the Lands comprised in the said Schedule to this Act, and also such Part, if any, of the said Lands as it may be thought expedient to have comprised in or affected by such Leases for the better or more effectual working of the same Mines and Minerals, unto any Person for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, together with full Licence and Authority to open, sink, and work such Mines, and to dig, search for, win, take, bring to grass, work, spall, dress, manufacture, use, carry away, and dispose of such Minerals as shall be found within, under, or upon the Mines or Lands to be comprised in or affected by such Lease, and to make, drive, bring, or carry any Adits, Drifts, Leats, Shafts, Pits, and Works in, into, and through such Mines or Lands, and to use and take all or any of the Water flowing, or which shall or may flow, or be made to flow, or be collected near to, through, or upon such Mines and Lands, and also to erect, make, and place therein and thereupon, and to work and use, any Manner of Buildings, Engines, Machinery, and Conveniences for the better discovering, working, manufacturing, and enjoying of the same Mines, Lands, and Minerals respectively; and also all such other Licences and Authorities, Rights, Easements, and Facilities for Mining Operations as shall be deemed necessary or proper for any Purpose or Thing connected with or relating to the several Matters aforesaid or any of them, or as shall be reasonably agreed on with or required by any such Lessee; so that by every such Lease there shall be reserved and made payable, yearly or oftener during the Continuance thereof, to be incident to and go along with the Remainder or Reversion immediately expectant on the Determination thereof, the best or most approved yearly or other Rent, either in Money or in Tolls, Duties, Royalties, or other Reservations, or partly in Money and partly in Tolls, Duties, Royalties, or other Reservations, that can at the Time of the making of such Lease, and considering the Nature and Circumstances of the Case and the Responsibility of the proposed Lessee, be reasonably obtained for or in respect of the Hereditaments to be comprised in or affected by such Lease; and so as every such Lease be made without taking for or in respect of the same any Fine, Premium, or Foregift, or any thing in the Nature thereof respectively; and so that in every such Lease there be contained proper Covenants by the Lessee for due and punctual Payment of the Rent to be thereby reserved, and of all Taxes, Rates, Charges, Assessments, Compositions, and Impositions affecting the Hereditaments to be comprised in or affected by any such Lease; and so that in every such Lease there be contained a Condition, or a Proviso or Clause in the Nature of a Condition, of Re-entry and for  
avoiding



avoiding the same in case the Rent to be thereby reserved shall be in arrear, either wholly or in part, by the Space of Forty-two Days next after the Time to be thereby appointed for the Payment or Delivery thereof, such Rent having been lawfully demanded at or at any Time after such Time; and so that every Lessee execute a Counterpart of the Lease made to him.

Certificate to be Evidence of Counterpart having been executed.

III. And be it enacted, That the Certificate in Writing, signed by the Person for the Time being executing any Lease to be made pursuant to this Act, and attested by Two or more Witnesses, acknowledging that he hath received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Power to confirm Leases, to accept Surrenders, and to grant new Leases.

IV. And be it enacted, That it shall be lawful for the Persons herein-before authorized to grant Leases from Time to Time to confirm any Lease which shall have been or which shall purport to have been made in pursuance of this Act, in any Case in which, for some technical Error in granting or executing the same, such Lease shall be or be apprehended to be void or voidable; and also from Time to Time to accept the Surrender of any Lease which shall have been or which shall purport to have been made in pursuance of this Act; and also from Time to Time to grant such Leases as are herein-before authorized to be made of or concerning any Parts of the said Estate herein-before authorized to be leased which shall have been comprised in any prior Leases which by reason of the Avoidance, Surrender, or Expiration thereof shall have determined, so that no Fine, Premium, or Foregift, nor any thing in the Nature thereof respectively, be had or taken for or in respect of any such Surrender or Confirmation.

Three Fourth Parts of the clear net Rents on Mining Leases to be paid into the Bank of England, &c.

V. And be it enacted, That Three Fourth Parts of the clear net Rent which from Time to Time shall be received by virtue of any such Mining Lease as aforesaid, or the full Value thereof, shall, after the Payment out of such Rent of the Expences of recovering and receiving the same, be from Time to Time paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account to be entitled "*Ex parte Oxnam's Mine Account*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter Twenty-four; and the Receipt of any Cashier of the said Bank for such Monies, and the Certificate of the said Accountant General annexed to the same, and filed in the Register Office of the said Court, shall be an effectual and conclusive Discharge to the Person paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Receipt and Certificate as aforesaid such Person, his Heirs, Executors, or Administrators, shall not be answerable for the Misapplication or Non-application, or be liable to see to the Application, of such Money or any Part thereof; and as to



to the remaining One Fourth Part of such clear net Rent, such Part thereof as shall accrue during the Life of the said *John Oxnam* the Devisee, and a proportionate Part thereof up to the Time of his Decease, shall be paid to and retained by himself, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit; and such Part thereof as shall accrue after his Decease, after Payment thereof of such proportionate Part as aforesaid, shall be paid to and retained by the Tenant for Life or in Tail for the Time being in Possession, or entitled to the Receipt of the Income of the demised Hereditaments under the said Will, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit, or during the Minority of any such Tenant in Tail by his Guardian for the Time being, to be applied for his Maintenance and Education; but nevertheless, notwithstanding any thing herein-before contained, it shall not be necessary for any Lessee paying or delivering such Rent to see or inquire whether such Part thereof as aforesaid or the Value thereof is so paid into Court as aforesaid, but that the Receipts of the Person for the Time being entitled to receive the same, according to the Terms of the Reservation thereof, shall be sufficient Discharges for the same.

VI. Provided always, and be it enacted, That from Time to Time, when and so long as any Person being of full Age shall, under the said Will or any Assurance to be hereafter made, be in Possession or entitled to the Receipt of the Income of the demised Hereditaments for or in respect of any Estate of Freehold and Inheritance, the whole of the Rents reserved in respect of such Hereditaments shall be retained by such Person, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit.

The whole Rents to be retained by any Person in Possession entitled to an Estate of Freehold and Inheritance.

VII. And be it enacted, That upon a Petition to be preferred to the said Court of Chancery in a summary Way by any Person for the Time being interested in the said devised Estate either in Possession, Remainder, or Reversion, or of the Guardian of any such Person being an Infant, it shall be lawful for the said Court and the said Court is hereby required to order all such Monies as shall be paid into the said Bank of *England* pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, to be from Time to Time laid out in such Manner as the said Court shall direct in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the said devised Estate, or in the Purchase of any Freehold Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales*; and the same Messuages, Lands, Tenements, or Hereditaments shall, immediately after the Purchase thereof, be settled and assured to, upon, and for such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Limitations as the said devised Estate now stands limited, settled, or assured under or by virtue of the said Will and this Act, or as near thereto as the Deaths of Parties and other Circumstances will admit.

Application of the Money paid into the Bank of England to be under the Direction of of the Court of Chancery, &c.

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VIII. And



Until Purchases of Lands made, Monies to be invested in Government Securities, &c.

VIII. And be it enacted, That all Monies which, pursuant to the Directions herein-before contained, shall be paid into the said Bank of *England* as aforesaid, 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 according to the Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General of the said Court in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills: Provided always, that it shall be lawful for the said Court to make such general Orders or special Orders, if necessary, that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in exchange for those which are so in the course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the said Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court in a summary Way as aforesaid, be ordered to be sold by the said Accountant General for completing any such Purchase as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person as would have been entitled to receive the Rents and Profits of the Messuages, Lands, Tenements, or Hereditaments directed to be purchased, in case the same had been purchased pursuant to this Act, or to his Executors, Administrators, or Assigns.

Court of Chancery to make Orders for Payment and Taxation of Costs, &c.

IX. And be it enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expences which shall be from Time to Time incurred in making the several Applications to the said Court in pursuance of this Act, and in paying into the said Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the said Bank, and discharging Incumbrances as aforesaid, and in investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or in the Purchase of any such Messuages, Lands, Tenements, or Hereditaments, as aforesaid, and in investigating the Title to the same, or otherwise in carrying the Purposes of this Act into execution; and also from Time to Time to make such Orders as the

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said



said Court shall think expedient for Payment of all Costs, Charges, and Expences as aforesaid out of the Monies so to be paid into the said Bank, or out of the Monies arising by the Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

X. And be it enacted, That out of the first Monies so to be paid into the Bank of *England* as aforesaid the clear Sum of Five hundred Pounds, with Interest thereon after the Rate of Four Pounds *per Centum per Annum* from the Time of the passing of this Act, shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *John Oxnam* the Devisee, his Executors, Administrators, or Assigns, be paid to him or them in satisfaction of his Expences in and about the obtaining of this Act, and the said Court shall from Time to Time make such Orders on such Petition as the Circumstances of the Case may require.

500*l.* to be paid to defray the Expences of obtaining the Act.

XI. And be it enacted, That all Covenants which shall be entered into by any Lessee of any Hereditaments comprised in or affected by any Lease granted pursuant to this Act shall, on the one hand, be deemed to run and shall run with the Hereditaments comprised in or affected by the Lease to such Lessee, and shall bind him, his Executors, Administrators, and Assigns, accordingly; and shall, on the other hand, be deemed to run and shall run with the Remainder or Reversion of such Hereditaments, so that the Person for the Time being entitled to the Remainder or Reversion immediately expectant on the Determination of the Lease shall have the full Benefit of such Covenants, and be able to maintain Actions of Covenant thereon accordingly.

Covenants by Lessees to run with the Land.

XII. And be it enacted, That in case any of the Persons for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time hereafter enter into any reasonable and proper Covenants with the Lessee of any Part of the said Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part of the said Hereditaments shall be holden, dealt with, or disposed of, such Covenants shall be deemed to run and shall run with such other Part of the said Hereditaments, and shall be held binding in Law upon all Persons whomsoever at any Time thereafter having or claiming such other Part, in respect of the Estates or Interests of such Persons so having or claiming and whilst they shall have or claim such Estates or Interests respectively, but no further or otherwise; and such last-mentioned Persons shall be liable to the Covenantor, his Executors, Administrators, and Assigns, respectively, upon such Covenants, in the same Manner and to the same Extent as the original Covenantors, their Heirs, Executors, or Administrators, and as such Persons so having or claiming such Estates or Interests respectively would have been liable in case they had originally entered into such Covenants instead of the said original Covenantors, but only for any Breaches of Covenant during the Continuance of the Estates or Interests of such Persons respectively; and such original Covenantors shall only be liable upon such Covenants for

Covenants by Lessors to run with the Land.



for any Act, Matter, or Thing done, committed, or suffered by them; and in order that the Lessees may be able to take advantage of such Covenants, the same shall be deemed to run and shall run with the Hereditaments comprised in or affected by the Lease to the Persons with whom such Covenants shall be entered into, so as that the Assignees for the Time being of the Leasehold Interests of such Persons shall have the full Benefit of such Covenants, and shall be able to maintain Actions of Covenant thereon against any Persons as against whom the Obligation of such Covenants is hereby made to run as aforesaid.

As to Consent of James Oxnam the younger.

XIII. And whereas the said *James Oxnam* the younger is now resident in *North America*, and his Consent to this Act has not been proved; 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 *James Oxnam* the younger, or as against any Person claiming or to claim by, from, through, or under him any Estate, Right, Title, or Interest whatsoever now vested in him the said *James Oxnam* the younger, until he shall signify his Consent to this Act by Writing under his Hand, attested by One or more credible Witness or Witnesses; and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *James Oxnam* the younger, and all Persons claiming or to claim by, from, through, or under him, as if such Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I *James Oxnam* the younger do hereby consent to an Act of Parliament passed in the \_\_\_\_\_ Year of the Reign of Her most Excellent Majesty Queen *Victoria*, intituled [*here insert the Title of this Act*].’

Provided nevertheless, that in case the said *James Oxnam* the younger shall depart this Life before signing such Consent as aforesaid, then this Clause and the Restriction herein contained (so far only as the same may apply to or concern the said *James Oxnam* the younger so dying, and all Persons claiming or to claim by, from, through, or under him, as the Case may be,) shall be absolutely void to all Intents and Purposes whatsoever.

This Act not to affect the Rights, if any, under an alleged Licence to search for and take Minerals.

XIV. And whereas *William Carne* of *Saint Agnes* in the said County of *Cornwall*, Esquire, hath claimed some Right or Interest in Part of the said devised Estate under an alleged Licence to search for and take Minerals, alleged to have been granted on the Fourteenth Day of *December* One thousand eight hundred and thirty-nine by the said *John Huddy* to *James Chynoweth*, *John Tremain*, *William May*, and *John Grose*, all of the Parish of *Newlyn* aforesaid; be it therefore enacted, That this Act shall not, nor shall any thing herein contained, be construed, deemed, or taken in any Manner to affect the Right or Interest whatsoever, if any, which the said *William Carne* may



may lawfully and rightfully have under or by virtue of the said alleged Licence; this Act, or any thing herein contained, to the contrary thereof in anywise notwithstanding.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *John Oxnam* the Devisee, and *James Oxnam*, and their respective Sons, and the Heirs Male of the respective Bodies of such Sons, and the said *William Oxnam* the Devisee, and his Heirs, and the said *Edward Michell*, his Executors, Administrators, and Assigns, claiming under or by virtue of the said several Indentures herein-before recited, and the Heirs of the said Testator,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Estate and Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been made. General Saving.

XVI. And be it enacted, That the Words and Expressions hereinafter mentioned, which in their ordinary Signification have a more confined Meaning, shall in this Act (except where the Nature of the Provision or the Context of the Act shall exclude such Construction) be interpreted as follows; (that is to say,) Interpretation of Act.

The Word "Mines" shall extend to and be construed to mean Mines, Delphs, Quarries, Beds, Lodes, and Veins of Lead, Lead Ore, Tin, Tin Ore, Copper, Copper Ore, Manganese, Pyrites of Metals, Stone, Marble, Gravel, Clay, and Earth, and all other Metals, Minerals, and Substances whatsoever;

And the Word "Minerals" shall extend to and be construed to mean Lead, Lead Ore, Tin, Tin Ore, Copper, Copper Ore, Manganese, Pyrites of Metals, Stone, Marble, Gravel, Clay, and Earth, and all other Metals, Minerals, and Substances whatsoever;

And the Word "Lease" shall extend to and be construed to mean all Leases, Setts, and Licences for Mining Purposes whatsoever;

And the Word "Lessee" shall extend to and be construed to mean all Lessees and Grantees of Leases, Setts, and Licences whatsoever;

And the Word "Rent" shall extend to and be construed to mean all Money, Tolls, Duties, Royalties, and Reservations of every Kind to be reserved or made payable in or by any Lease as aforesaid;

And every Word importing the Masculine Gender shall extend and be applied to a Female as well as a Male;

And every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as to One Person or Thing;

And every Word importing the Plural Number only shall extend and be applied to One Person or Thing as well as to several Persons or Things.

[Private.]

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XVII. And



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

XVII. And be it 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.

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The SCHEDULE to which the foregoing Act refers.

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Freehold Estate called Warren's Tenement, situate at Trevilson in the Parish of Newlyn in the County of Cornwall.

*Henry Sewell Stokes.*

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1843.