



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 16.

An Act to enable certain Persons to grant Leases for Mining Purposes of the Estates at *Oakthorpe* in the Counties of *Leicester* and *Derby*, or One of them, devised by the Will of the Reverend *John Piddocke* Clerk, deceased.

[15th August 1853.]

WHEREAS by an Order of the Court of Chancery, bearing Date the Twenty-third Day of *April* One thousand eight hundred and fifty-three, made upon the Hearing of a certain Cause on further Directions, and on the Petition of *John Piddocke*, in which Cause *Elizabeth Mary Piddocke*, *Sarah Piddocke*, *Leonard Thomas Piddocke*, and *Mary Susannah Piddocke*, *Thomas Piddocke*, and *Penelope Helen Piddocke*, Infants, by *John Richard Wardell*, their next Friend, are Plaintiffs, and *Richard Moore Boulton*, *Henry Vincent Smith*, *Thomas Piddocke*, and *John Piddocke* are Defendants, it was ordered (amongst other things), that it be referred to the Master, Mr. *Richards*, to inquire whether it will be fit and proper, and for the Benefit of the several Persons interested in remainder expectant on the Determination of the Estate of the Petitioner in the Freehold Hereditaments at *Oakthorpe* devised as therein mentioned, that Application should be made to Parliament by

Order of
Court of
Chancery,
dated
23d April
1853.

[Private.]

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Piddocke's Estate.

Master's Report, dated 14th June 1853.

Indenture, dated 4th June 1792.

the said Petitioner, enabling him and such several Persons, or the Guardian or Guardians of such Persons, from Time to Time to grant Leases of the Mines and other Hereditaments and Premises in the Petition mentioned, or any Part or Parts thereof respectively, beyond the Terms which the Petitioner is or such Persons hereafter may be (under the Limitations in the said Will) empowered to grant, and if the said Master should consider it would be for the Benefit of the said Parties, then it was ordered that the said Master should settle and approve of the Bill for the Purposes aforesaid: And whereas the said Master, in obedience to the said Order, made his Report thereon, bearing Date the Fourteenth Day of *June* One thousand eight hundred and fifty-three, wherein he stated that he had been attended by the Solicitors for the Plaintiffs and Defendants and for *Joseph Boyer*, named in the said Order, and in their Presence had proceeded on the Directions thereby given, and a concise Statement having been laid before him on behalf of the Defendant *John Piddocke* (the said Petitioner), supported by the Production of the Bargain and Sale enrolled in the Court of Common Pleas, dated the Fourth Day of *June* One thousand seven hundred and ninety-two, the Indentures of Lease and Release bearing Date respectively the Third and Fourth Days of *November* One thousand seven hundred and ninety-four, an Indenture of Appointment and Release bearing Date the Sixth Day of *December* One thousand eight hundred and eight, grounded as to the Release on an Indenture of Bargain and Sale, Indentures of Lease and Release dated respectively the Twenty-fifth and Twenty-sixth of *May* One thousand eight hundred and thirty-six, the Will of *John Piddocke*, bearing Date the Fifth Day of *December* One thousand eight hundred and thirty-eight, and a Codicil thereto, dated the Thirtieth Day of *July* One thousand eight hundred and forty-one, his the said Master's General Report made in the said Cause, bearing Date the Twelfth Day of *March* One thousand eight hundred and fifty-three, the Office Copy Affidavit of *Julius Cæsar Ibbetson Bailey*, filed the Twenty-fifth Day of *May* One thousand eight hundred and fifty-three, and the Office Copy Affidavit of *John Piddocke*, filed the same Day, the Office Copy Affidavit of *William Ball*, filed the Thirteenth Day of *June* One thousand eight hundred and fifty-three, and the Exhibit therein referred to, he found that by an Indenture of Bargain and Sale (duly enrolled in the Court of Common Pleas), bearing Date on or about the Fourth Day of *June* One thousand seven hundred and ninety-two, made between *William Inge* of the First Part, *Mary Piddocke* Widow of the Second Part, the Reverend *John Piddocke*, late of *Ashby-de-la-Zouch*, Clerk, deceased, and *Leonard Piddocke*, late of the same Place, Gentleman, also deceased, (the Two Sons of the said *Mary Piddocke*,) of the Third Part, *Robert Baxter* of the Fourth Part, and *Theophilus Levett* of the Fifth Part, and by a Common Recovery suffered in pursuance of the Agreement for

Piddocke's Estate.

for that Purpose contained in the said Indenture, the Hereditaments described in the Indenture or Deed of Partition of the Sixth Day of *December* One thousand eight hundred and eight, therein-after recited, with their Appurtenances, and mentioned and set forth in the Schedule annexed to his said Report, were (*inter alia*) assured and limited to the Use of the said *Mary Piddocke* and her Assigns for her Life, and after her Decease as to Two undivided Third Parts of the said Hereditaments to the Use of the said *John Piddocke*, his Heirs and Assigns for ever, and as to the remaining One Third Part thereof to the Use of the said *Leonard Piddocke*, his Heirs and Assigns for ever; and the said Master found, that by Indentures of Lease and Release bearing Date respectively on or about the Third and Fourth Days of *November* One thousand seven hundred and ninety-four, the Indenture of Release being made between the said *John Piddocke* of the First Part, *Frances Harris* Spinster of the Second Part, the said *Theophilus Levett* and *Joseph Boulton* the younger of the Third Part, and *Thomas Fisher* the younger and *George Buckston* of the Fourth Part, (being the Settlement executed previously to the Marriage then intended to be and afterwards solemnized between the said *John Piddocke* and *Frances Harris*,) the Two undivided Third Parts or Shares of him the said *John Piddocke* of and in all the aforesaid Hereditaments and their Appurtenances were conveyed and settled, from and after the Solemnization of the said then intended Marriage, to the Use of the said *John Piddocke* and his Assigns during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *Theophilus Levett* and *Joseph Boulton*; their Heirs and Assigns, during the Life of the said *John Piddocke*, in trust to preserve the contingent Remainders therein-after limited, and from and after the Decease of the said *John Piddocke* to the Use and Intent that the said *Frances Harris* (in case she should survive him) should receive thereout the yearly Rentcharge of Two hundred Pounds during her Life, and, subject thereto, to the Use of the said *Thomas Fisher* and *George Buckston*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to commence from the Decease of the said *John Piddocke*, upon trust in the first place for further securing the Payment of the said yearly Rentcharge, and in the next place, in case the said *John Piddocke* should die without making any Appointment in exercise of the Power therein-after limited to him, upon trust for raising Portions for the younger Children of the said then intended Marriage, but all which said Trusts have since determined or been defeated by Exercise of the said Power, and, from and after the Expiration or sooner Determination of the said Term (so far as the same Term related to securing the Payment of the said yearly Rentcharge, and in the meantime subject to the same Term and the Trusts thereof,) to the Use of such Person and Persons, for such Estate and Estates, and in such Manner as the said *John Piddocke* by any

Indentures,
dated 3d and
4th Novem-
ber 1794.

Deed

Piddocke's Estate.

Indenture,
dated 6th De-
cember 1808.

Deed or Instrument in Writing, or by his last Will and Testament in Writing, to be by him respectively executed as therein mentioned, should from Time to Time appoint, and in default of such Appointment to the Uses therein declared in favour of the Issue of the said then intended Marriage in Tail, with Remainder to the Use of the said *John Piddocke*, his Heirs and Assigns for ever; and the said Master found that by an Indenture of Appointment and Release bearing Date on or about the Sixth Day of *December* One thousand eight hundred and eight, and grounded as to the Release on an Indenture of Bargain and Sale for a Year, and made between the said *John Piddocke* of the First Part, the said *Leonard Piddocke* and *Sarah* his Wife of the Second Part, the said *Thomas Fisher* and *George Buckston* of the Third Part, *Edward Mammatt* of the Fourth Part, and the Reverend *John Fisher* of the Fifth Part, reciting the herein-before recited Indentures of the Third and Fourth Days of *November* One thousand seven hundred and ninety-four, and that shortly after the Execution of the same Indentures the said Marriage between the said *John Piddocke* and *Frances Harris* took effect, and that the said *Frances*, the Wife of the said *John Piddocke*, was since dead, and that the said *Leonard Piddocke* was seised and possessed of the remaining undivided Third Part or Share of and in (*inter alia*) the Messuages, Cottages, Closes, Pieces or Parcels of Land or Ground, Lands, Hereditaments, and Premises therein-after described, and which are mentioned and set forth in the said Schedule annexed to his said Report, and that the said *John Piddocke* and *Leonard Piddocke* had agreed to make Partition of the aforesaid Hereditaments (except the Mines and Minerals) in manner therein-after mentioned, it is witnessed, that in pursuance of the said Agreement, and for the nominal Consideration therein expressed, the said *John Piddocke*, in pursuance of the Power so limited to him as aforesaid, did, by the Indenture therein-before recited, appoint all those the Two undivided Third Parts or Shares of him the said *John Piddocke* of and in the Hereditaments therein-after particularly described, and of and in their Appurtenances, to the said *Edward Mammatt*, his Heirs and Assigns, to the Uses therein-after declared concerning the same, and it is also witnessed, that for the further nominal Considerations therein expressed the said *John Piddocke* and *Leonard Piddocke* (according to their respective Estates and Interests therein) did grant, release, and confirm to the said *Edward Mammatt*, his Heirs and Assigns, (*inter alia*,) all those the Messuages, Cottages, Mills, Closes, Pieces, or Parcels of Land or Ground, Lands, Tenements, and Hereditaments therein particularly described, and particularly mentioned and set forth in the said Schedule to the said Master's Report, (except and always reserved to the said *John Piddocke* and *Leonard Piddocke*, their Heirs and Assigns, all Mines, Veins, Beds, Lymphs, and Delphs of Coal, and all other Mines and Minerals whatsoever within and

under

Piddocke's Estate.

under the said Close of Land and Premises,) in the Shares and Proportions therein-after mentioned, together with the Appurtenances to the said Hereditaments thereby released belonging or appertaining, to hold the same to the said *Edward Mammatt*, his Heirs and Assigns, to the Uses therein-after declared concerning the same, and therein-after mentioned, (that is to say,) as to, for, and concerning such of the Hereditaments comprised in the Indenture there recited as are firstly therein-after particularly described, being (*inter alia*) the Hereditaments comprised in the Schedule to the said Master's Report annexed, and also Two undivided Third Parts of and in all the Mines and Minerals within and under all the Closes, Pieces, or Parcels of Land or Ground and Hereditaments therein-before appointed and released, with their Appurtenances, to the Use of the said *John Piddocke*, his Heirs and Assigns for ever, and as to, for, and concerning such of the Hereditaments comprised in the Indenture therein recited as are secondly therein-after particularly described, and also as to, for, and concerning One undivided Third Part or Share of and in all Mines and Minerals within and under all the Closes, Pieces, or Parcels of Land or Ground and Hereditaments therein-before appointed and released, with their Appurtenances, to such Uses and in such Manner as the said *Leonard Piddocke* should, by any Deed or Writing, to be by him sealed and delivered as therein mentioned, appoint, and in default of such Appointment, or so far as any such, if incomplete, should not extend, to the Use of the said *Leonard Piddocke* and his Assigns during his Life, without Impeachment of Waste, with a Limitation to the Use of the said *Edward Mammatt* and his Heirs during the Life of the said *Leonard Piddocke*, in trust for the said *Leonard Piddocke* and his Assigns, with Remainder to the Use of the said *Leonard Piddocke*, his Heirs and Assigns for ever, and by the Indenture therein recited it is declared, that the Fine therein mentioned to have been levied of the undivided Third of the said *Leonard Piddocke* of and in the aforesaid Hereditaments and their Appurtenances should enure to the Uses therein-before declared of the same Hereditaments, and in aid and support of the Division and Partition thereby intended to be made; and the said Master found that by Indentures of Lease and Release bearing Date respectively on or about the Twenty-fifth and Twenty-sixth Days of *May* One thousand eight hundred and thirty-six, the Indenture of Release being made between the said *John Piddocke* of the First Part, *Mary Piddocke* Spinster (only surviving Child of the said *John Piddocke*) of the Second Part, *Joseph Boyer* of the Third Part, and the said *Henry Vincent Smith*, the Reverend *Charles Pratt*, and the said *Richard Moore Boulton* (therein called *Richard Boulton*) of the Fourth Part, (being the Settlement executed previously to the Marriage then intended to be shortly after solemnized between the said *Joseph Boyer* and *Mary Piddocke*,) the Entirety of the Surface of

Indentures,
dated
25th and 26th
May 1836.

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Piddocke's Estate.

Will of
J. Piddocke,
dated
5th Decem-
ber 1838.

the Lands, Tenements, and Hereditaments situate at *Oakthorpe* in the Counties of *Leicester* and *Derby*, or One of the said Counties, and described in the said Schedule to the said Report annexed, and Two undivided Third Parts of the Mines under the same, were, amongst other Hereditaments, conveyed and assured, subject to the several Uses in the Indenture of Release and Settlement then recited declared of and concerning the same (but which have since determined), to the Use and Intent that the said *Joseph Boyer* (in case he should survive the said *John Piddocke*) should during the then Remainder of his Life receive, out of the Rents and Profits of the said Hereditaments, a yearly Rentcharge of Three hundred Pounds, in equal quarterly Portions, on the several Days and in manner therein mentioned, and subject thereto, and also subject to the several Uses therein-after declared in favour or for the Benefit of the Children of the said then intended Marriage (but which Uses never arose), to the Use of such Person or Persons, and for such Estates and Interests, and in such Manner as the said *John Piddocke*, by any Deed to be executed as therein mentioned, or by his last Will and Testament, or by any Codicil or Codicils thereto, should appoint, and in default of such Appointment to the Uses in the said Indenture of Release and Settlement declared concerning the same; and the said Master found that the said *John Piddocke*, by his Will dated the Fifth Day of *December* One thousand eight hundred and thirty-eight, after appointing Sir *John Cave Browne Cave* and the said *Henry Vincent Smith* to be Trustees thereof, devised all his Freehold Hereditaments in *Oakthorpe* in the Counties of *Leicester* and *Derby*, or One of the said Counties, including the Mines and Minerals under the same, and certain Tithes, with their Appurtenances, (subject nevertheless to the said yearly Rentcharge of Three hundred Pounds which by the lastly-recited Indenture of Settlement was limited to the said *Joseph Boyer* during his Life, as well out of all the said Hereditaments, except the said Mines, Minerals, and Tithes, as out of his the said Testator's Freehold Hereditaments in *Thringstone* and *Whitwick* in the said County of *Leicester*,) to the Use of his Great Nephew *John Piddocke* (eldest son of his Nephew *Thomas Piddocke*) and his Assigns during his Life, without Impeachment of Waste, and immediately after his Decease to the Use of the First and every other Son of his Great Nephew the said *John Piddocke* in Tail Male, with Remainder to the Use of the Second and every other subsequently-born Son of the said *Thomas Piddocke* in Tail Male, with Remainder to the Use of his own right Heirs, provided always, that if any Person whom he had thereby made Tenant in Tail Male of the Hereditaments therein-before devised should be born in his Lifetime, then he thereby revoked the Devise so made to him, and in lieu thereof he devised the same Hereditaments, with their Appurtenances, to the Use of the same Person respectively for his Life, without Impeachment of Waste, and immediately after his

Piddocke's Estate.

his Decease to the Use of his First and every other Son in Tail Male, and for the Purpose of preserving the contingent Uses or Interests therein-before created from being defeated or destroyed he devised the Hereditaments thereby limited to any Person during his Life, immediately after the Determination of that Estate, to the Use of the said Sir *John Cave Browne Cave* and *Henry Vincent Smith*, their Executors and Administrators, during the Life of the Tenant for Life whose Estate should so determine, in trust for such Tenant for Life, and by the usual Means for preserving the contingent Uses or Interests expectant or depending thereon, provided always, and he thereby directed, that the said Sir *John Cave Browne Cave* and *Henry Vincent Smith* should immediately after his Decease enter upon the said Hereditaments therein-before devised, and receive the Rents thereof for the Term of Twenty-one Years, to be computed from his Decease, or until such Time as a Fund should be raised and accumulated in manner therein-after mentioned sufficient for the Purposes therein-after expressed, or until such Time as any future Accumulation for that Purpose should by the Death of the said *Joseph Boyer* become unnecessary, and should stand possessed of the Rents to be received by them as aforesaid upon the Trusts therein-after declared concerning the same, and as to all his Freehold Hereditaments situate in *Thringstone* and *Whitwick* aforesaid and in *Ashby-de-la-Zouch*, and all other his Freehold Hereditaments not therein-before devised, he devised the same, with their Appurtenances, to the Use of the said Sir *John Cave Browne Cave* and *Henry Vincent Smith*, their Heirs and Assigns, upon Trusts therein declared for Sale, and he directed that his said Trustees should, out of the Monies to arise from his said Freehold Hereditaments and Personal Estate therein-before directed to be sold and converted into Money, in the first place pay and satisfy all his just Debts and Funeral and Testamentary Expenses, and the Legacies bequeathed by his Will, and should invest so much of the said Monies as should remain after answering the Purposes aforesaid, in their Names, in or upon any of the Stocks, Funds, or Securities therein mentioned, and he directed his said Trustees to stand possessed of the said residuary Monies, and of the Stocks, Funds, and Securities on which the same should be invested, and of such of the Rents and Profits of his said Hereditaments in *Oakthorpe* aforesaid as were therein-before directed to be received by them, upon trust that his said Trustees should, during such Time as any Person for the Time being entitled as Tenants for Life or Tenants in Tail Male under the Limitations aforesaid to the said Hereditaments at *Oakthorpe* should be under the Age of Twenty-one Years, and until such Time as a Fund should be raised and accumulated in manner therein-after mentioned, sufficient for the Purpose therein-after expressed, or until such Time as any further Accumulations for that Purpose should by the Death of the said *Joseph Boyer* or otherwise

Piddocke's Estate.

otherwise become unnecessary, pay and apply, with and out of the Interest and Dividends of the said Trust Monies, Stocks, Funds, and Securities, or with and out of the said Rents and Profits, the annual Sum of Fifty Pounds for the Maintenance and Education or otherwise for the Benefit of the Person so for the Time being entitled as aforesaid, and should invest in their Names the Surplus, or which should, after Payment of the said annual Sum of Fifty Pounds, and all Expenses incident to the Trusts thereby created, from Time to Time remain in their Hands, of the same Interest, Dividends, Funds, and Profits, in any of the said Stocks, Funds, and Securities, and should by similar Investment accumulate at Compound Interest the Income of the said Trust Monies, Stocks, Funds, and Securities for and during the Term of Twenty-one Years, to be computed from his Decease, or until such a Fund should be raised and accumulated as would produce the clear annual Sum of Three hundred Pounds for the Purposes therein-after mentioned, or until by the Death of the said *Joseph Boyer*, or otherwise until any further Accumulation for that Purpose should become unnecessary, and he directed his said Trustees to stand possessed of the said accumulated Fund and the Investment thereof upon trust with and out of the Interest and Dividends thereof to pay to the said *Joseph Boyer* and his Assigns during his Life the annual Sum of Three hundred Pounds, in lieu and full Satisfaction of the said Annuity or yearly Rentcharge of Three hundred Pounds so limited to him in and by the said Settlement as aforesaid, to the Intent and Purpose that the said Hereditaments at *Oakthorpe* aforesaid might be wholly exonerated from or indemnified against the Payment of the same Annuity or yearly Rentcharge, and subject to the Trusts aforesaid the said accumulated Fund and the Investments and the Interest and Dividends thereof should remain and be in trust for all and every the Children and Child of his said Nephew *Thomas Piddocke*, whether born in the said Testator's Lifetime or after his Decease, other than the eldest or only Son entitled at his Decease under the Limitations aforesaid to the said Hereditaments at *Oakthorpe* aforesaid, who being a Son or Sons should attain the Age of Twenty-one Years, or being a Daughter or Daughters should attain that Age or marry under that Age, and if more than One in equal Shares; and the said Master found that by a Codicil to his said Will dated the Thirtieth Day of *July* One thousand eight hundred and forty-one the said Testator revoked his said Will, so far as the said *Sir John Cave Browne Cave* was an Object thereof, and substituted the Reverend *Richard Moore Boulton* in his Place, and declared that the said Will should take effect in the same Manner as if the Name of the said *Richard Moore Boulton* had been originally inserted therein instead of the Name of the said *Sir John Cave Browne Cave*; but the said Testator did not otherwise alter or revoke the Devises contained in his said Will; and

Codicil,
dated
30th July
1841.

Piddocke's Estate.

and the said Master found that the said Testator *John Piddocke* died on or about the Thirty-first Day of *August* One thousand eight hundred and forty-one, without having altered or revoked his said Will (except so far as the same was altered or revoked by his said Codicil), and without having altered or revoked his said Codicil; and the said Master found that the said Will and Codicil were on the Eleventh Day of *November* One thousand eight hundred and forty-one duly proved in the Prerogative Court of *Canterbury* by the said *Henry Vincent Smith*, One of the Executors named in the said Will, and by the said *Richard Moore Boulton*, the Executor named in the said Codicil; and the said Master found (*inter alia*), as the Facts are, that *Elizabeth Mary Piddocke* and *Sarah Piddocke*, Plaintiffs therein named, *John Piddocke*, a Defendant therein named, *Leonard Thomas Piddocke*, *Mary Susannah Piddocke*, and *Thomas Piddocke*, also Plaintiffs in the said Suit, being Six of the Children of the said Testator's said Nephew *Thomas Piddocke*, were born in the said Testator's Lifetime, and that *Penelope Helen Piddocke*, another Plaintiff in the said Suit, the remaining Child of the said Testator's said Nephew *Thomas Piddocke*, was born after the Death of the said Testator, and that they were respectively born at the Times therein mentioned, and that all the said Children are living, and that none of the said Children, being Sons, have attained the Age of Twenty-one Years, except the said Defendant *John Piddocke*, and that the said Plaintiffs *Elizabeth Mary Piddocke* and *Sarah Piddocke*, Two of the said Children of the said Testator's said Nephew, being Daughters, had respectively attained the Age of Twenty-one Years, and that the said Plaintiffs *Mary Susannah Piddocke* and *Penelope Helen Piddocke*, Two of the said Children of the said Testator's Nephew, being Daughters, had not nor had either of them attained the Age of Twenty Years or been married, and that none of the Children of the said Testator's said Nephew *Thomas Piddocke* had died since the Death of the said Testator, and that the said Defendant *John Piddocke*, the Great Nephew of the said Testator, had not any Issue, and that the said Plaintiff *Leonard Thomas Piddocke* is the Second Son of the said Testator's said Nephew *Thomas Piddocke*, and that the said Plaintiff *Leonard Thomas Piddocke* had no Issue Male, and that the said Plaintiff *Thomas Piddocke* was the only subsequent Son of the said Testator's said Nephew *Thomas Piddocke*, and that the said Plaintiff *Thomas Piddocke* had not any Issue Male, and that the said Defendant *Thomas Piddocke*, the said Nephew of the said Testator, is the Heir-at-Law of the said Testator, and that the said Testator made his Will, dated the Fifth Day of *December* One thousand eight hundred and thirty-eight, to the Effect therein recited, so far as the same is therein recited, and also a Codicil to the said Will, dated the Thirtieth Day of *July* One thousand eight hundred and forty-one, to the Effect therein recited; and the said Master found that there

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Piddocke's Estate.

are within and under the said Hereditaments described in the Schedule annexed to his said Report divers Mines which have been opened and partially worked in the Lifetime of the said Testator *John Piddocke*, and that the same are capable of being worked at a considerable Profit, and that there are other unopened Mines under the said opened Mines and elsewhere under the said Hereditaments; and the said Master found that One undivided Third Part of the said Mines is now vested in the said Defendant *Thomas Piddocke*, the said Nephew of the said Testator, in Fee Simple; and the said Master found that the said Will of the said Testator *John Piddocke* does not contain any Powers enabling any Person to concur with the said *Thomas Piddocke*, his Heirs, Appointees, or Assigns, in granting Leases of the said Mines, and such Leases cannot therefore be granted without the Aid and Authority of Parliament; and the said Master found that the above-named Defendant *Thomas Piddocke*, the Nephew of the said Testator, was the Heir-at-Law of the said Testator, and that he is now the real Representative of the said Testator, and that the said *Joseph Boyer* is now living, and in Receipt of the said Rent-charge of Three hundred Pounds *per Annum*, his Wife the said *Mary Boyer*, formerly *Mary Piddocke*, having departed this Life in the Lifetime of the said Testator; and in consideration of the said concise Statement, and the Evidence in support thereof, the said Master was of opinion that it will be fit and proper, and for the Benefit of the several Persons beneficially interested in remainder expectant on the Determination of the Estate of the said *John Piddocke* in the Mines and Freehold Hereditaments at *Oakthorpe* devised as aforesaid, that Application should be made to Parliament by the Defendant *John Piddocke* for Powers enabling him and such several Persons entitled in remainder under the Limitations of the said Will, or the Guardian or Guardians of such Persons, from Time to Time to grant Leases of the Mines and other Hereditaments and Premises at *Oakthorpe* aforesaid, or any Part or Parts thereof respectively, for Terms beyond the Terms which the said *John Piddocke* is or such Persons hereafter may be under the said Will empowered to grant: Whereas by an Order of the Court of Chancery made in the before-mentioned Cause, and bearing Date the Ninth Day of *July* One thousand eight hundred and fifty-three, it is ordered that *Elizabeth Mary Piddocke* be appointed the Guardian of the said *Leonard Thomas Piddocke*, *Mary Susannah Piddocke*, the Plaintiff *Thomas Piddocke*, and *Penelope Helen Piddocke*, who are Minors, for the Purpose of appearing before Parliament as therein mentioned, and giving the Consent of the said Minors to this Act, the Title of which is in such Order set forth: Therefore Your Majesty's most dutiful and loyal Subjects the said *John Piddocke* and *Thomas Piddocke*, the Nephew of the said Testator *John Piddocke*, do most humbly beseech Your Majesty that it 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

Order of
Court, dated
9th July
1853.

Piddocke's Estate.

and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

Power to
Tenant for
Life to
grant Mining
Leases.

I. That it shall and may be lawful to and for the Person or Persons who for the Time being may be beneficially entitled in possession to the Two undivided Third Parts of the Mines within and under the Hereditaments described in the Schedule hereto, but if such Person or Persons shall be under the Age of Twenty-one Years, then to and for the Guardian or Guardians, either testamentary or appointed by the High Court of Chancery, of such Person or Persons, during his, her, or their Minority, from Time to Time, nevertheless with the Consent in Writing of the Trustees or Trustee for the Time being of the said Will of the said Testator *John Piddocke*, so long as the Rents and Profits of the said Hereditaments at *Oakthorpe* aforesaid legally may and ought to be accumulated, pursuant to the Trusts and Directions in the said Will contained in that Behalf, by any Indenture or Indentures to demise or lease the Two undivided Parts of or to concur in demising or leasing the Entirety of all or any of the said Mines, whether the same were or were not opened or worked at the Death of the said Testator *John Piddocke*, within or under all or any of the Hereditaments described in the said Schedule hereto, either with or without the Surface of the said Hereditaments described as aforesaid, or any Part of them, unto any Person or Persons, for any Term of Years not exceeding Sixty Years, to take effect in possession, together with full and free Liberty, with Miners, Agents, and Workmen, to search, bore, dig, drive, sink for, discover, win, work, get, and raise the Products of the said Mines, and for those Purposes to dig, sink, drive, work, and make Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Waygates, Gutters, Watergates, and Watercourses, and other subterraneous Works, and to build and construct such Furnaces, Engines, or other Machinery or Works, and to use, occupy, maintain, and amend the same in such Manner as shall or may be necessary or expedient, and to use all other lawful Ways and Means, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Products out of the said Mines, as for draining, discharging, or carrying away Water, foul Air, Stythe, or Stench thereout; and also full and free Liberty to take and use sufficient Ground-room and Pit-room for bringing to Bank, stacking, depositing, laying, placing, smelting, calcining, working, and manufacturing the Products of the said Mines; and also with full and sufficient Ways, Paths, and Passages to and for the Lessee and Lessees, to be named in such Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and to and for the Agents, Workmen, and Servants of such Lessee and Lessees, his, her, or their respective Executors, Administrators, or Assigns, from Time to Time during the Continuance of the Term or Terms of Years to be by such Leases

Piddocke's Estate.

Leases respectively granted, to take, lead, and carry away, with Horses, Carts, Wains, Waggon, and Carriages, all the Products to be wrought, won, or gotten in, from, and out of the said Mines thereby respectively to be leased; and also full and free Liberty to construct such Houses, Sheds, Buildings, Engines, Furnaces, Forges, Foundries, Canals, Railways or framed Waggonways, Weighing Machines, or other Machinery and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or convenient for the standing, lying, and placing of Workmen, Workhouses, Work, and Utensils, and for the working and carrying on of the Works of the said Mines, and for taking, leading, and carrying away the said Products, and also from Time to Time to remove and carry away all or any of the Houses, Sheds, Engines, Furnaces, Forges, Foundries, Railways, framed Waggonways, Weighing Machines, or other Machinery and Works, at his or their Will, and also to dig and get up any of the Products of the said Mines, for constructing such Houses Sheds, Buildings, and Ways, and generally to do whatever shall be needful or requisite for or in about the winning, working, getting, washing, cleansing, and smelting of the said Products, and for the manufacturing and carrying away the same; so as by such Leases there be made payable during the Term or Terms of Years to be thereby respectively created the best and most improved yearly Rents, Royalties, and Reservations as can be reasonably gotten for the same; and so as such Leases be made without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift for the same; and so as in every such Lease there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent, Royalty, or Reservation thereby made payable, or any Part thereof, shall not be paid within a reasonable Time, to be therein specified; and so as that the Lessee or Lessees also execute a Counterpart of every such Lease as shall be made to him, her, or them, and enter into a Covenant for paying the Rent, Royalty, and Reservation by such Lease to be made payable, and for filling up and levelling, at the Expiration or sooner Determination of the Lease, the Pits or Shafts which shall have been sunk in or upon the demised Premises, and for otherwise restoring the Surface of the said Hereditaments which may have been used or occupied for the Purpose of working the said Mines, or for any Purpose connected therewith, into a State fit and proper for Tillage, according to the Custom of the Country; and generally so as that in every such Lease there shall be contained all such other Covenants, Agreements, Provisoes, and Stipulations whatsoever as are usual in Leases of Mines in the said Counties of *Leicester* and *Derby*, or either of them, for the due working and Management of the Mines and the Works belonging thereto, and for the ultimate Restoration of the Surface of the Land to the Purposes of Husbandry.

II. That

Piddocke's Estate.

II. That every such Lease so as aforesaid to be made shall be valid and effectual against all Persons whomsoever claiming or to claim any Estate or Interest in, to, or out of the Hereditaments thereby respectively leased, or any Part thereof, under or by virtue of the said Will of the said *John Piddocke* the Testator, (other than any Mortgagee claiming for valuable Consideration by, through, or under the said *John Piddocke* the Devisee,) and every such Lease shall operate, as to the Hereditaments comprised therein, (but subject and without Prejudice to the Estates, Rights, and Interests of any Mortgagee claiming for valuable Consideration by, through, or under the said *John Piddocke* the Devisee,) unto and to the Use of the Lessee or Lessees thereof, and his and their respective Executors, Administrators, and Assigns, for and during the Term of Years to be thereby created, in preference to all the Limitations created by the said Will of the said *John Piddocke* the Testator; but subject nevertheless to the Payment of the Rent and Sum or Sums of Money to be by such Lease reserved or made payable, and to the Covenants, Conditions, Provisoos, and Stipulations to be contained in such Lease; and so that when any Lease shall be granted in pursuance of this Act Two Third Parts of the Rent or Sum or Sums of Money to be thereby reserved or made payable for or in respect of any Mines or Minerals thereby demised, and the whole of any Rent, Sum or Sums of Money, to be reserved or made payable for or in respect of the Surface of any Lands thereby demised, shall, during so long as the Rents and Profits of the said Hereditaments at *Oakthorpe* aforesaid legally may and ought to be accumulated, pursuant to the Trusts and Directions in the said Will contained in that Behalf, go and belong to and be recoverable by the Trustees or Trustee for the Time being of the said Will of the said Testator *John Piddocke*; and so that when and as soon as the Trusts contained in the said Will for accumulating the Rents and Profits of the said Hereditaments at *Oakthorpe* aforesaid shall cease to be exercisable, then and thereafter, as well the Two Third Parts aforesaid of any Rent, Sum or Sums of Money, to be reserved or made payable for or in respect of any Mines or Minerals as aforesaid, as also the whole of any Rent, Sum or Sums of Money, to be reserved or made payable as aforesaid for or in respect of the Surface of any Lands as aforesaid respectively, shall go and belong to and be recoverable by the Persons or Person for the Time being respectively legally entitled to the immediate Reversion of and in the Two Third undivided Parts of the Mines, and to the immediate Reversion of the Lands the Surface of which shall be comprised in any such Lease.

Such Leases to be valid against all Persons claiming under the Will of the Testator.

III. That it shall and may be lawful to and for the Person or Persons who shall for the Time being be beneficially entitled in possession to the Hereditaments to be comprised in any such Lease or Leases, but if such Person or Persons shall be under the Age of

Power to accept Surrender of Leases.

[*Private.*]

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Twenty-

Piddocke's Estate.

Twenty-one Years, then to and for the Guardian or Guardians, either testamentary or appointed by the High Court of Chancery, of such Person or Persons, during his, her, or their Minority, to accept or concur in accepting (nevertheless with the Consent in Writing of the Trustees or Trustee for the Time being of the said Will of the said Testator *John Piddocke*, so long as the Rents and Profits of the said Hereditaments at *Oakthorpe* aforesaid legally may and ought to be accumulated, pursuant to the Trusts and Directions contained in the said Will in that Behalf,) the Surrender or Surrenders of any such Lease or Leases, for the Purpose of granting or concurring in granting a new Lease or Leases thereof or of any Part thereof, either alone or jointly with any other Hereditaments, by virtue of the Power contained in this Act, or for the Purpose of concurring in any Proceeding for the permanent Improvement of the said Hereditaments described in the Schedule hereto, or of the Two Third undivided Parts of the Mines within and under the same, or of any Part thereof respectively; provided that the Payments upon such new Lease or Leases shall, during the Term or Terms of Years for which the Lease or Leases to be so surrendered were to have Continuance, be equal to or greater than the Payments upon the Lease or Leases to be so surrendered, except so far as the same Payments may be reduced in consideration of any Surrender or Surrenders for the Purpose of concurring in any such Proceedings for such permanent Improvement as aforesaid; and further, that on such Surrender or Surrenders of Part only of any Hereditaments to be comprised in any such Lease or Leases the Payment or Payments may be apportioned by the Person or Persons who for the Time being would be entitled under this Act to recover Two Third Parts of the Rent, Sum or Sums of Money, reserved or made payable for or in respect of the Mines demised by the Lease, a Part of the Hereditaments comprised in which Lease shall be so surrendered, or by the Guardian or Guardians, testamentary or appointed by the High Court of Chancery, of any such Person or Persons (not being a Trustee or Trustees of the said Will of the said Testator *John Piddocke*) who shall be a Minor or Minors, so nevertheless that the Payment or Payments apportioned to the Hereditaments to which such Surrender or Surrenders does not or do not extend shall be such as can reasonably be gotten for the same.

Trustees
to apply
One Fourth
to the re-
versionary
Interest,
and Three
Fourths to
satisfy the
Annuity of
300*l.*

IV. That the Trustees or Trustee for the Time being of the said Will of the said Testator *John Piddocke* shall, during so long as the Rents and Profits of the said Hereditaments at *Oakthorpe* aforesaid legally may and ought to be accumulated, pursuant to the Trusts and Directions in the said Will contained in that Behalf, stand and be possessed of and interested in the Rent or Sum or Sums of Money which shall go and belong to and be recoverable respectively by them

or

Piddocke's Estate.

or him as aforesaid, and which shall come to their or his Hands by virtue of any such Lease, upon trust from Time to Time to pay One Fourth Part of Two Third Parts of the Rent, Sum or Sums of Money, reserved or made payable by such Lease in respect of the Mines thereby demised, or so much thereof as shall not be ordered by the High Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein-after contained, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to an Account to be entitled "The *Oakthorpe* Entail," the same to remain and be for the Benefit of the Person or Persons interested in the Mines and Freehold Hereditaments at *Oakthorpe* devised by the Will of the said *John Piddocke*, and from Time to Time to pay the remaining Three Fourth Parts of the said Two Third Parts of the Rent, Sum or Sums of Money, reserved or made payable by such Lease in respect of the said Mines, and the Entirety of the Rent, Sum or Sums, reserved or made payable by such Lease in respect of the Surface of the Lands thereby demised, or so much thereof as shall not be ordered by the High Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Directions herein-after contained, into the Bank of *England*, in the Name and with the Privity of the said Accountant General, to be laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Name of the said Accountant General, in trust in the said Suit, and to be placed there to an Account now entitled "The Purchasers Indemnity Account," the same to remain and be for the Purpose of securing the said Annuity of Three hundred Pounds devised by the Will of the said *John Piddocke*, and, together with any Dividends which may accrue thereon, to be subject to any Order or Orders of the High Court of Chancery in the said Suit, and as to every such Payment into the Bank of *England* the same shall be made pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the High Court of Chancery, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereunto annexed, and therewith filed in the Registrar's Office of the said Court of Chancery, of the Payment into the Bank of *England* of any or any Part of such Rent, Sum or Sums of Money as aforesaid, shall from Time to Time and at any Time thereafter be a good and sufficient Discharge to the Trustees or Trustee so paying the same, their or his Heirs, Executors, and Administrators, for the same, and such Trustees or Trustee shall not afterwards be liable for any Misapplication or Nonapplication of the same.

V. That

Piddocke's Estate.

When the Annuity shall cease, Three Fourths to belong to the Tenant for Life, One Fourth to the reversionary Interests.

V. That so soon as the Trusts contained in the said Will of the said *John Piddocke* for the Purpose of accumulating the Fund therein mentioned, and satisfying the said Annuity of Three hundred Pounds, shall cease to be exercisable, then and thereafter the Person or Persons for the Time being respectively beneficially entitled to the immediate Reversion of and in the said Two Third undivided Parts of the said Mines, and of and in the Entirety of the Lands the Surface whereof shall be comprised in any such Lease, shall retain Three Fourth Parts of the Rent, Sum or Sums of Money, reserved or made payable by any such Lease in respect of the said Two Third undivided Parts of the said Mines, and the Entirety of the Rent, Sum or Sums of Money, reserved or made payable by any such Lease in respect of the Entirety of the Lands the Surface whereof shall be comprised in such Lease, or so much thereof as shall not be ordered by the High Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein-after contained, for his or their own proper Use and Benefit, and shall pay the remaining One Fourth Part of the Rent, Sum or Sums of Money, reserved or made payable by any such Lease in respect of the Two Third undivided Parts of the said Mines, or so much thereof as shall not be ordered by the High Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein-after contained, into the Bank of *England*, in the Name and with the Privity of the said Accountant General, to be there placed to an Account entitled "The *Oakthorpe* Entail," and as to every such Payment into the Bank of *England* the same shall be made pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the Court of Chancery, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereunto annexed, and therewith filed in the Registrar's Office of the High Court of Chancery, of the Payment in the Bank of *England* of any or any Part of such Rent, Sum or Sums of Money as aforesaid, shall from Time to Time and at any Time thereafter be a good and sufficient Discharge to such Person or Persons as aforesaid so paying the same, their or his Heirs, Executors, and Administrators, for the same, and such Person or Persons shall not afterwards be liable for any Misapplication or Nonapplication of the same.

The One Fourth to be invested in Land.

VI. That as soon as may be after such Rent, Sum or Sums of Money, shall have been paid, as herein-before directed, into the Bank of *England*, in the Name and with the Privity of the said Accountant General,

Piddocke's Estate.

General, to an Account entitled "The *Oakthorpe* Entail," the same respectively shall be laid out, under the Direction of the High Court of Chancery, in the Purchase of Freehold Hereditaments situate in the Counties of *Derby* and *Leicester*, or One of them, near to or adjoining and convenient to be held and enjoyed with the Hereditaments comprised in the Schedule hereto, and to be approved by the High Court of Chancery, and from and immediately after the making such Purchase or Purchases the Hereditaments so to be purchased shall be respectively conveyed, settled, and assured to, for, and upon the same Uses, Trusts, and Purposes, and with, under, and subject to the same Powers, Provisoos, and Declarations, as the said Hereditaments comprised in the Schedule thereto stood limited, settled, or assured at the Time of the passing of this Act, or such of them as shall be then subsisting and capable of taking effect.

VII. That the Rent, Sum or Sums of Money, which shall have been paid, as herein-before directed, into the Bank of *England*, in the Name and with the Privity of the said Accountant General, to the said Account entitled "The *Oakthorpe* Entail," or so much thereof respectively as shall not be ordered by the High Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Direction herein-after contained, shall, in the meantime and until the same respectively shall be invested in the Purchase of Hereditaments as aforesaid, be from Time to Time laid out by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Bank Consolidated Annuities, to be transferred to a like Account.

Monies in the meantime to be laid out in Consols.

VIII. That it shall be lawful for the High Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all Costs, Charges, and Expenses which shall be incurred in investing all or any of the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of other Hereditaments, according to the Directions herein contained, or otherwise in carrying the Trusts and Purposes of this Act into execution, and for Payment of all such Costs, Charges, and Expenses, and also for Payment of the Costs, Charges, and Expenses of preparing, soliciting, obtaining, or passing this Act, or in relation thereto, out of any or any Part of any Rent, Sum or Sums of Money, reserved or made payable by any Lease made in pursuance of this Act, and it shall be lawful for the High Court of Chancery from Time to Time to make such further or other Order in the Premises as the said Court shall think fit.

Court of Chancery to make Orders as to Costs.

IX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Bodies

General Saving.

[*Private.*]

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Politic

Piddocke's Estate.

Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (except the said *John Piddocke* the said Devisee, and his Sons, if any, hereafter born, and the Persons who shall be respectively the Heirs Male of the respective Bodies of such Sons, and his Sons, if any, hereafter born, the said *Leonard Thomas Piddocke*, and his Sons, if any, hereafter born, and the Persons who shall respectively be the Heirs Male of the respective Bodies of such Sons respectively, the said Plaintiff *Thomas Piddocke*, and his Sons, if any, hereafter born, and the Persons who shall be respectively the Heirs Male of the respective Bodies of such Sons, and the Sons, if any hereafter born, of the said Defendant *Thomas Piddocke*, and the Persons who shall be respectively the Heirs Male of the respective Bodies of such Sons, and the said Defendant *Thomas Piddocke*, the said Heir-at-Law of the said Testator, and the said *Joseph Boyer*, and the said *Elizabeth Mary Piddocke*, *Sarah Piddocke*, *Mary Susannah Piddocke*, and the said *Penelope Helen Piddocke*, the said *Henry Vincent Smith*, and *Richard Moore Boulton*, and the Trustee or Trustees for the Time being under the said Will of the said Testator *John Piddocke*, and all and every Person and Persons to whom any Estate, Right, Title, or Interest of, in, to, or out of all or any Part of the said Two Third undivided Parts of the Mines within and under the Hereditaments described in the Schedule hereto shall have been limited or devised, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will and Codicil of the said *John Piddocke* the Testator, other than any Mortgagee claiming for a valuable Consideration by, through, or under the said *John Piddocke* the Devisee,) all such Estate, Right, Interest, Claim, and Demand whatsoever as they or any of them had before the passing of this Act, or would have had in case this Act had not been passed.

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

X. That this Act shall not be a Public Act, but 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.

*Piddocke's Estate.*The SCHEDULE.

	QUANTITY.		
	A.	R.	P.
Farmhouse, Barns, Stables, Outbuildings, Yards, Gardens, &c.	0	2	22
The Rick-yard and Garden	0	0	35
The Orchard	1	1	6
The Burnt Croft	3	0	14
The Leys	11	0	11
The Ditch Furlong	6	3	29
The Meadow	3	3	8
The Hill Close	16	2	9
The Wheat Lands	11	2	30
Knowle's Close	7	0	27
Hook's Meadow	6	2	9
Salter's Ford	6	0	22
The Heath Close	7	2	37
Near Little Low	5	3	29
Brook Butts	8	0	18
Far Little Low	5	1	30
Great Low	17	1	21
Eltham Meadow	7	0	1
Pasture Close	14	1	30
Wheat Slack	15	2	36
The Royal Hill	12	0	0
A Part of the Royal Hill, now Coalpit Banks	3	1	16
Engine Close	9	3	8
Upper Ling	5	0	9
Middle Ling	7	0	30
The Brick-kiln Close	7	3	9
The Nether Ling	7	0	9
The Lane	1	2	9
	<u>210</u>	<u>2</u>	<u>34</u>

All which said Messuage, Farmhouse, or Tenement, Closes, Pieces, or Parcels of Land and Hereditaments, are situate in Oakthorpe in the Counties of Leicester and Derby, or one of the said Counties, and

Piddocke's Estate.

and contain together by Estimation Two hundred and ten Acres Two Roods and Thirty-four Perches.

And also all those Two Cottages or Tenements situate and being in Oakthorpe aforesaid, with the Barns and Appurtenances to the same belonging, containing by Estimation Twenty Perches.

W^m Smythe.

LONDON:

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Printers to the Queen's most Excellent Majesty. 1853.