



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 15.

An Act for authorizing the granting of Leases of Mines in Estates in the County of *Glamorgan*, devised by the Will of the Reverend *Reynold Davies*, deceased, and for other Purposes; and of which the Short Title is "*Jenkins's Estate Act, 1854.*" [24th July 1854.]

**W**HEREAS the Reverend *Reynold Davies*, late of *Streatham* in the County of *Surrey*, Clerk, deceased, by his last Will and Testament in Writing, dated the Twenty-second Day of *January* One thousand eight hundred and twenty, gave and devised all his Freehold Messuages, Farms, Lands, Tithes, Tenements, Hereditaments, and Real Estates, situate in the several Counties of *Brecon* and *Glamorgan*, whereof or whereto he or any Person or Persons in trust for him then was or were seised or entitled in possession, reversion, remainder, or expectancy, or otherwise howsoever, including those situate in *Penderin*, which the Testator had then lately purchased of *John Parry Wilkins*, and those the Testator had contracted to purchase from Mr. *Edmund Drayton*, to the Uses and in the Manner therein-after expressed and declared of and concerning the same; (that was to say,) as to, for, and concerning such Parts of the Hereditaments and Premises therein-before devised as were commonly called or known  
[Private.]

*Jenkins's Estate Act, 1854.*

by the Names of the *Nantyrallor Farm* and *Mole Yorath Farm*, both situate in the Parish of *Glyncorrog* in the County of *Glamorgan*, with the Appurtenances thereunto respectively belonging, to the Use of *Rees Jenkins* the elder, and his Assigns, during his Life, without Impeachment of Waste; and from and immediately after his Decease, to the Use of *Gwenlian*, the Wife of the said *Rees Jenkins* the elder, and her Assigns, during her Life, without Impeachment of Waste; and from and immediately after the Decease of the Survivor of the said *Rees Jenkins* the elder, and *Gwenlian* his Wife, to the Use of *Rees Jenkins*, now of \_\_\_\_\_, in this Act called *Rees Jenkins* the Tenant, and in that Will called the Testator's Nephew, *Rees Jenkins* the younger, the eldest Son of the said *Rees Jenkins* the elder by the said *Gwenlian* his Wife, and his Assigns, during his Life, without Impeachment of Waste; and from and immediately after his Decease to the Use of the First and every other Son of the said *Rees Jenkins* the younger, severally and successively according to his respective Seniority, in Tail Male; and in default of such Issue, to the Use of *Owen Jenkins*, the Second Son of the said *Rees Jenkins* the elder by the said *Gwenlian* his Wife, and his Assigns, during his Life, without Impeachment of Waste; and from and immediately after his Decease, to the Use of the First and every other Son of the said *Owen Jenkins*, severally and successively according to his respective Seniority, in Tail Male; and in default of such Issue, to the Use of *David Jenkins*, the Third and youngest Son of the said *Rees Jenkins* the elder by the said *Gwenlian* his Wife, and his Assigns, during his natural Life, without Impeachment of Waste; and from and immediately after his Decease, to the Use of the First and every other Son of the said *David Jenkins*, severally and successively according to his respective Seniority, in Tail Male; and in default of such Issue, to the Use of all and every the Daughters and Daughter of the said *Rees Jenkins* the elder by the said *Gwenlian* his Wife, equally to be divided between them (if more than One) Share and Share alike, as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail; and if all the said Daughters except One should die without Issue, or there should be but One such Daughter, to the Use of such One or only Daughter in Tail; and in default of such Issue, to the Use of the right Heirs of the said *Rees Jenkins* the younger, the Tenant, for ever; and the Testator thereby provided, that if any Person whom he had thereby made Tenant in Tail Male of the Hereditaments and Premises therein-before devised should be born in the Testator's Lifetime, or in due Time after his Decease, the Estate in Tail Male thereby devised to that Person should cease, and in lieu thereof the Testator devised those Hereditaments and Premises to the Use of the Person respectively whose Estate in Tail Male should so determine during his Life, without Impeachment of Waste, and after his Decease to the Use of his First and every other Son, severally and successively according to his  
respective

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respective Seniority, in Tail Male; and to preserve the contingent Remainders therein-before devised from being destroyed, the Testator devised the Hereditaments and Premises therein-before either expressly or by Reference devised to any Person during his or her Life, after the Determination of that Estate, by Forfeiture or otherwise, in his or her respective Lifetime, to the Use of *John Wilson* and *William Meyrick*, and their Heirs, during the Life of the Person whose Estate should so determine, in trust for him or her, and by the usual Ways and Means to preserve the contingent Remainders expectant or depending thereon; and the Testator thereby provided and declared, that it should be lawful for the several Persons who, by virtue of that his Will, should be Tenants for Life in possession for the Time being of any of the Hereditaments and Premises therein-before devised, or entitled to the Rents and Profits thereof, and who should have attained the Age of Twenty-one Years, and for the said *John Wilson* and *William Meyrick* during the Minority or respective Minorities of any such Tenants for Life, or of any Person or Persons who should be actual Tenant or Tenants in Tail Male or in Tail of any of the Hereditaments and Premises therein-before devised, to appoint by way of Demise or Lease all or any Part or Parts of the Hereditaments and Premises of which such Person or Persons should be actual Tenant or Tenants for Life, or in Tail Male or in Tail, to any Person or Persons whomsoever for any Term or Number of Years, not exceeding Twenty-one Years, in possession at Rackrent, and under the usual Clauses and Restrictions: And whereas the Will contains Powers for the Sale and Exchange of those devised Estates, but does not contain any other Power of leasing: And whereas the Testator made several Codicils to the Will: And whereas the Testator afterwards died without having by any of those Codicils or otherwise revoked or altered the Will so far as it is herein-before recited: And whereas the Will and Codicils were proved in the proper Ecclesiastical Court: And whereas no Person whom the Testator, by the recited Limitations of his Will, made Tenant in Tail Male of the devised Estates, was born in his Lifetime or in due Time after his Decease: And whereas the said *Rees Jenkins* the elder and *Gwenlian* his Wife are respectively deceased: And whereas the said *Rees Jenkins* the Tenant is now Tenant for Life in possession of the devised Estates, subject to the recited Limitations, and is without Impeachment of Waste: And whereas the said *Rees Jenkins*, the Tenant, has Four Sons only, to wit, *Rees Jenkins*, *Owen Thomas Jenkins*, *Thomas Jenkins*, and *Jenkin Thomas Jenkins*, who are all Infants, and are respectively Tenants in Tail Male in remainder under the recited Limitations: And whereas the said *Owen Jenkins* the Tenant for Life in remainder is a Bachelor: And whereas the said *David Jenkins* the Tenant for Life in remainder has Five Sons only, to wit, *Thomas Edwards Jenkins*, *David Jenkins*, *Owen Jenkins*, *Walter Jenkins*, and *Rees Jenkins*, who are all Infants, and are respectively Tenants in Tail Male

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Male in remainder under the recited Limitations: And whereas *Margaret Jones* of *King's Hall* in the Parish of *Saint Bride's* in the County of *Glamorgan*, Widow of *Robert Jones*, deceased, *Gwenlian* the Wife of *William Watkyn Wayne* of *Plas Newidd* in the Parish of *Aberdare* in that County, *Elizabeth* the Wife of *David Smith* of *Yniscedwyn* in the Parish of *Llanguike* in that County, and *Jane* the Wife of *Philip Dunn* of *Tyderwen* in the Parish of *Llangonoyd* in that County, are the only Daughters of the said *Rees Jenkins* the elder by the said *Gwenlian* his Wife, respectively deceased, and are respectively of full Age, and are Tenants in Common in Tail in remainder, with cross Remainders between them in Tail under the recited Limitations: And whereas the Estates specified in the Schedule to this Act annexed comprise the Estates devised by the recited Will, as hereinbefore recited, and are subject to the recited Limitations of the Will, and those Estates are in this Act called the scheduled Estates: And whereas valuable Mines and Minerals have been discovered in the scheduled Estates: And whereas it would be greatly to the Advantage of the said *Rees Jenkins* the Tenant, and the several other Persons entitled and to become entitled under the recited Limitations to the scheduled Estates, that Leases of those Mines and Minerals, with such Licences and Authorities as are by this Act authorized, should be granted: And whereas it is expedient that Powers to grant such Mining Leases, with such Licences and Authorities and with such Provisions as are by this Act provided, should be conferred on the successive Tenants for Life under the recited Limitations, and during the Minority of any Tenant for Life, or Tenant in Tail Male, or Tenant in Tail, or his Guardian: And whereas those Objects cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *Rees Jenkins* the Tenant doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. This Act may be cited for any Purpose as "*Jenkins's Estate Act, 1854.*"

Interpretation of Terms.

II. The following Words have in this Act, except where the Subject or Context excludes such Construction, the following Meanings; to wit, "Mines" includes Mines, Delphs, Quarries, Beds, Lodes, Veins, and Seams of Iron, Iron Ore, and Ironstone, Copper and Copper Ore, Lead and Lead Ore, Coal, Cannel, Culm, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fire Clay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and all other Metals, Minerals, Earths, and mineral and earthy Substances whatsoever;

"Minerals"

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"Minerals" includes Iron, Iron Ore and Ironstone, Copper and Copper Ore, Lead and Lead Ore, Coal, Cannel, Culm, Firestone, Flags, Slates, Marble, Limestone and other Stone, Fire Clay and other Clay, Brick Earth, Gravel, Peat, Manganese, Pyrites of Metals, and all other Metals, Minerals, Earths, and mineral and earthy Substances whatsoever:

"Rent" includes all Rents, Tolls, Duties, Royalties, and Reservations of every Kind:

"Lands" includes all Messuages, Lands, Tenements, and Hereditaments whatsoever, and Parts and Shares thereof.

III. The said *Rees Jenkins* the Tenant, during his Life, and after his Decease the Person or Persons who from Time to Time is or are under the Limitations of the recited Will entitled in possession to the scheduled Estates, or to the Receipt of the Rents and Profits thereof, being respectively of full Age and not under any legal Incapacity (Coverture not being for the Purposes of this Enactment an Incapacity), and the Guardian or Guardians of such of them as from Time to Time are Minors, may from Time to Time grant Leases under the Authority of this Act.

Persons by whom Leases may be granted.

IV. The Person and Persons by this Act authorized from Time to Time to grant Leases (and which Person and Persons is and are respectively included in the Expression "the Lessors" in this Act) may from Time to Time grant or concur with any other Persons in granting to any Persons Leases of all and every or any of the Mines and Minerals in or under the scheduled Estates, or any Part thereof, and also of any Lands being Part of the scheduled Estates, and deemed convenient to be held with the demised Mines and Minerals for the better working of the same.

Power to grant Mining Leases.

V. Such Leases respectively may be granted for any Terms of Years not exceeding Ninety-nine Years, and respectively to take effect in possession immediately or within Three Months after the making thereof, and not otherwise in reversion or by way of other future Interest.

Terms for which Leases may be granted.

VI. By any such Lease there may be granted to the Lessee, his Executors, Administrators, and Assigns, all or any of the following Licences, Authorities, Easements, and Advantages; to wit,

Licences which may be granted to Lessees.

First, Licence and Authority to open the demised Mines, and to sink, dig, and search for, and, by mining and open Day-working respectively, win, work, take, manufacture, use, carry away, and dispose of all Minerals found within, under, or upon the demised Mines and Lands, or in working or winning the demised Mines and Minerals, and all Minerals brought from any other Mines or Lands:

[*Private.*]

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Secondly,

*Jenkins's Estate Act, 1854.*

Secondly, Licence and Authority to make, erect, and work in and upon any Parts of the scheduled Estates any Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cut-winds, Drifts, Trenches, Cuts, Canals, Sluices, Way-gates, Water-gates, and Watercourses, and any Furnaces, Kilns, Coke, and other Ovens, Steam and other Engines, Mills, Gins, Machinery, Collieries, Works, and Conveniences whatsoever, whether of present Use or future Invention, respectively deemed necessary or convenient for finding, winning, working, taking, manufacturing, using, carrying away, and disposing of such Minerals :

Thirdly, Licence and Authority to make in and upon any Parts of the scheduled Estates Coke, Bricks, and Tiles for the Purposes of such Works or otherwise, and to turn, bring, and carry Water for working the Machinery and Works, and to avoid and carry away foul Air and Stench from the demised Mines and the Works thereof :

Fourthly, Licence and Authority for Out-stroke and In-stroke into or from any adjoining Mines, Pits, Shafts, or Workings :

Fifthly, Licence and Authority to take and use on any Parts of the scheduled Estates sufficient Ground-room, Heap-room, and Pit-room for depositing and manufacturing Minerals from Time to Time gotten out of the demised Mines, and the Works thereof, or brought from any other Mines or Lands :

Sixthly, Licence and Authority to make, hold, and use in and upon any Parts of the scheduled Estates, any Houses, Cottages,hovels, Store Rooms, Heap Rooms, Engine Houses, Sheds, Stables, and other Buildings, Walls, Fences, Works, and Conveniences whatsoever, with any Curtilages, Yards, Gardens, and Places to be used therewith, respectively deemed necessary or expedient for conveniently working the demised Mines, and the Works thereof, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and Cattle employed in or about the demised Mines, and the Works thereof, or for storing or placing Implements, Minerals, or other Things employed, used, or gotten in or about the same :

Seventhly, Licence and Authority to dig and get in and from the demised Mines and any Parts of the scheduled Estates any Lime and other Stones, Peat, Clay, Sand, Gravel, Spar, and other Substances, and to use the same and any Substances raised or brought from any other Lands for making and repairing such Buildings, Walls, and Fences, or any Roads or Ways :

Eighthly, Licence and Authority to take and use (so far as the Lessors can grant the same, and without Prejudice to the Rights of other Parties) any Water from Time to Time flowing in or over any Parts of the scheduled Estates, and (without Prejudice to the Rights of other Parties) to turn and convey such Water  
into

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into the demised Mines, and the Works thereof, or for any other Purpose connected with the working of the demised Mines :

Ninthly, Licence and Authority to make, have, and use in and upon any Parts of the scheduled Estates any Wayleaves, Roads, Stone Yards, and other like Easements and Privileges respectively deemed necessary or convenient for the Occupation and Working of the demised Mines, and the Deposit, Manufacture, Sale, and Carriage of such Minerals, or for any other Purposes reasonably required by the Lessees :

Tenthly, Licence and Authority to make and set up in and upon any Parts of the scheduled Estates any Railways, Tramroads, Sideways, Batteries, Cuts, Inclined Planes, and other Roads or Ways, or any Watercourses deemed necessary or convenient for carrying Minerals and other Things to or from the demised Mines or the Works thereof, or any other Places, or for conducting Water to or from the demised Mines or the Works thereof :

Eleventhly, Licence and Authority to make and set up in and upon any Parts of the scheduled Estates any Gates, Hedges, Mounds, Embankments, or other Fences, proper and sufficient for separating and fencing off any Surface Railways, Tramroads, or Watercourses from any adjoining Lands :

Twelfthly, Any other Licences, Authorities, Easements, and Advantages whatsoever in, upon, or affecting the scheduled Estates, or any Parts thereof respectively, deemed necessary or convenient for winning, working, taking, manufacturing, using, carrying away, or disposing of the Mines and Minerals respectively demised, or the Minerals brought from any other Mines or Lands, or for any Purpose relating thereto respectively, or as may be usual in the Neighbourhood of the demised Mines, or agreed upon with the Lessees.

VII. The Rent reserved by every such Lease shall be made payable yearly or oftener during the Continuance of the Lease, and be incident to the Reversion immediately expectant on the Determination thereof, and shall be the best 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 granting of the Lease, and considering the Circumstances of the Case, and the Responsibility of the Lessee, be reasonably obtained, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, but so that the Rents reserved wholly or partly in Money have reference to the Quantity of Minerals obtained, except that Part thereof may (if thought proper) be made payable as a certain Money Rent, as is customary in Mining Leases, so as to induce the Lessees to work the demised Mines.

Rents to be Reserved.

VIII. In

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Covenants,  
&c. to be  
contained in  
Leases.

VIII. In every such Lease there shall be contained Covenants by the Lessee for the due and punctual Payment or Delivery of the Rent thereby reserved, and of all Taxes, Rates, Assessments, Charges, Compositions, and Impositions whatsoever (other than Landlord's Property Tax) affecting the demised Premises, and also a Condition or Power of Re-entry in case the Rent reserved be unpaid for any Period therein limited, not exceeding Forty Days after the Time appointed for Payment or Delivery thereof, such Rent having been lawfully demanded, or in case of Breach of any Covenant by the Lessee in the Lease contained, and in that Behalf therein specified.

Power of  
Re-entry  
may be  
limited.

IX. Provided always, That any such Condition or Power of Re-entry may, if the Lessor think fit, be qualified by a Proviso that any Breach of Covenant (except of any Covenants agreed upon between the Parties in the Lease to be so excepted) shall not occasion any Forfeiture of the Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment be obtained in an Action for such Breach of Covenant, and the Costs be assessed, and the Damages and Costs recovered remain unpaid for Three Months after the Assessment of the Costs.

Lease to  
cease as to  
Lands on  
Cesser as to  
Mines.

X. The Lease of all Lands demised with any Mines or Minerals, or given up or used for the Purpose of Wayleaves, Railways, Tramroads, Sideways, Byeways, Batteries, Cuts, Inclined Planes, or Watercourses shall cease with the Lease of the Mines or Minerals.

Provision to  
enable  
Lessors to  
purchase  
Plant.

XI. In every such Lease there shall be contained a Covenant by the Lessee, that the Person entitled beneficially or otherwise to the Rent reserved, if he think fit, may, at the Determination of the Lease (he giving Six Months previous Notice in Writing of his Intention so to do), purchase at a Valuation all or any of the Rails, Tram Plates, Engines, Tools, Implements, Utensils, and Plant used by the Lessee, his Executors, Administrators, or Assigns, and at the Time of giving such Notice in, upon, or about the demised Premises, and also the unexpired Estate, Term, or Interest, if any, of the Lessee, his Executors, Administrators, or Assigns, in any Wayleave or Watercourse over any other Lands used in connexion with or for the Purposes of the demised Premises.

Provision  
for Valua-  
tion of such  
Plant.

XII. Every such Valuation shall be made by Three indifferent Persons or any Two of them, to be respectively appointed within a Period limited by the Lease, One of them by the Person so intending to purchase, another by the Lessee, his Executors, Administrators, or Assigns, and the Third by the Two Persons first appointed, and before they enter upon the Valuation, and with such Provisions in case of Failure to appoint any such Person, or to make an Award within  
a Time



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a Time thereby limited, and for giving full Effect to the Submission to Arbitration and Valuation, shall be made as the Parties to the Lease agree on.

XIII. Any such Lease may be made determinable by either Party, and may contain such other Covenants, Conditions, and Provisions, not inconsistent with or tending to defeat any Covenant, Condition, or Provision by this Act directed to be inserted therein, as the Parties to the Lease agree on.

General  
Conditions  
of Lease.

XIV. The Persons to whom any such Lease is granted shall duly execute a Counterpart or Duplicate thereof.

Counter-  
parts.

XV. The Lessors from Time to Time may confirm any Lease purporting to be granted under this Act, in any Case in which, for some technical Error or Informality in granting the same, the Lease is or is apprehended to be void or voidable, or may grant in lieu of any such defective Lease a Lease pursuant to this Act, for any Term not exceeding the then Residue of the Term granted or purporting to be granted by such defective Lease, and at the same yearly Rent as or a larger yearly Rent than was reserved or intended to be reserved thereby.

Confirma-  
tion of de-  
fective  
Leases.

XVI. Provided always, That an increased Rent, or a Fine, Premium, or Foregift, or anything in the Nature thereof, shall not be taken for any such Confirmation of a defective Lease.

Fines, &c.  
not to be  
taken for  
such Confir-  
mation.

XVII. The Lessor from Time to Time may accept a Surrender of any Lease granted or purporting to be granted under this Act.

Surrenders  
of Leases.

XVIII. Any Lease granted under this Act in consideration wholly or in part of the Surrender of a previous Lease granted or purporting to be granted thereunder, shall not be made, except at the same yearly Rent as or a larger yearly Rent than was reserved or intended to be reserved by the surrendered Lease; and if any Part of the scheduled Estates not comprised in the surrendered Lease be comprised in the new Lease, then at a yearly Rent proportionately larger than the yearly Rent reserved or intended to be reserved by the surrendered Lease.

Rent on  
Leases  
granted on  
Surrenders.

XIX. If the Possession of any Mines, Minerals, Lands, or Hereditaments comprised in any Lease granted or purporting to be granted under this Act be at any Time, under any Condition of Re-entry therein contained or otherwise, recovered or resumed, Leases thereof may from Time to Time be granted under this Act in like Manner as if a Lease thereof had not been previously granted.

Leases of  
Mines, &c.  
whereof  
Possession  
is resumed.

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XX. The

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Contracts  
for Leases.

XX. The Lessors from Time to Time may enter into Contracts for granting Leases under this Act; but no such Contract shall entitle the intended Lessees to have, except under a Lease granted in pursuance thereof, the Possession or Enjoyment of the Mines, Minerals, Lands, Licences, or Authorities agreed to be demised, or any Part thereof.

Contracts  
not to affect  
Leases.

XXI. Every Lease granted under this Act, and pursuant to the Provisions thereof, shall be deemed to be duly granted, although it was preceded by a Contract, and the Contract was not in all respects in due accordance with this Act, or was not in all respects duly observed, and whether the Lease do or do not purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the preceding Contract, provided that the Lease so granted shall be in conformity with the Provisions of this Act.

Contracts  
not to be  
Evidence of  
Title to  
Leases.

XXII. After any Lease is granted in pursuance of this Act, the Contract, if any, for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity of any Party to the Lease or the Benefit thereof.

Portions of  
Rents to be  
paid into  
the Bank.

XXIII. The Persons by whom the net Rents from Time to Time reserved, by virtue of any Lease granted under this Act, are received shall from Time to Time pay into the Bank, as by this Act directed, such Portion as next herein-after expressed of the Amount or Value of those net Rents; with respect to such of the Rents as become due and payable during the Life of any Person from Time to Time entitled under the Limitations of the recited Will as Tenant for Life in possession, or Tenant in Tail in possession being a Minor, there shall be paid into the Bank One equal Fourth Part of the Amount or Value of the net Rents so from Time to Time received.

Application  
of Residue of  
Rents.

XXIV. Such Parts of the Rents reserved by any Lease granted under this Act as are not by this Act directed to be paid into the Bank shall be paid or retained to or by the said *Rees Jenkins* the Tenant, or his Assigns, during his Life, and after his Decease to or by the Persons from Time to Time entitled in possession under the Limitations of the recited Will, if such Person be of full Age, or if he be a Minor, to or by his Guardian.

Payment of  
Moneys into  
the Bank.

XXV. All Moneys by this Act directed to be paid into the Bank shall from Time to Time be paid, by the Person receiving the same, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Persons interested in the Settled Estates of the Reverend *Reynold Davies*, deceased," pursuant to the Method

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Method prescribed by the Act of the Twelfth Year of *George* the First, Chapter Thirty-two, and the General Orders of that Court, and without Fee or Reward, according to the Act of the Twelfth Year of *George* the Second, Chapter Twenty-four.

XXVI. The Receipt of any Cashier of the Bank for such Moneys, and the Certificate of the Accountant General annexed thereto, and filed therewith in the Register Office of the Court, shall be an effectual and conclusive Discharge for the Money thereby respectively acknowledged to be received, and after filing such Certificate and Receipt, no Person liable to the Payment of such Money shall be answerable for the Misapplication or Nonapplication, or bound to see to the Application thereof.

Receipts for Moneys paid into the Bank.

XXVII. Upon a Petition or Motion to the Court in a summary Way by any Person interested in the Moneys paid into the Bank, or by the Guardian of any such Person, being a Minor, the Court may order the Moneys so paid, or so much thereof as is not ordered by the Court to be applied according to this Act in Payment of Costs, Charges, and Expenses, to be from Time to Time laid out, in such Manner as the Court directs, 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 scheduled Estates, or to any Extent not exceeding Five hundred Pounds, in or towards draining, building on, or otherwise substantially improving the same, or in the Purchase of any Freehold or Copyhold Lands in *England* or *Wales*, the Copyhold not to exceed One Sixth Part in Value of the Freehold, free from all Incumbrances except Quit Rents, Land Tax, and other Outgoings of that Nature.

Investment of Moneys paid into the Bank in purchase of Lands, &c.

XXVIII. The Lands from Time to Time so purchased shall, upon the Purchase thereof, be conveyed and settled to, upon, and for such of the Uses, Trusts, Powers, and Provisions of the recited Will as then affect the scheduled Estates, but not so as to increase Charges.

The purchased Lands to be settled to Uses of recited Will.

XXIX. The several Powers, Authorities, and Provisions of this Act, so far as the same are applicable, shall apply and be exercisable with respect to all Lands from Time to Time so purchased and settled.

Powers of Act to apply to such purchased Lands.

XXX. All Moneys from Time to Time paid, pursuant to this Act, into the Bank, or so much thereof as is not ordered by the Court to be applied according to this Act in Payment of Costs, Charges, and Expenses, shall in the meantime, and until such Moneys be applied, invested, or laid out in or for any Purposes of this Act, be from Time to Time laid out in the Name of the Accountant General in the Purchase of Exchequer Bills; and the Interest on such Bills, subject to

Interim Investment in Exchequer Bills.

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to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in his Name in the Purchase of other Exchequer Bills.

Exchange of  
Exchequer  
Bills.

XXXI. The Court may make such General or Special Order, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General are in the course of Payment by Government, and new Exchequer Bills are issued, such new Exchequer Bills may be received in exchange for those which are in course of Payment, and such Proceedings shall be had as shall be effectual for enabling such Receipt in exchange; and in that event the Interest of the new Bills shall, subject to the Provisions of this Act, be laid out as by this Act directed with respect to the Interest of the Bills paid off.

Deposit of  
Exchequer  
Bills in the  
Bank.

XXXII. All such Exchequer Bills shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same be, upon Petition or Motion to the Court in a summary Way, ordered to be sold by the Accountant General for completing any Purchase, or for any other Purposes of this Act.

Profit on  
Sale of Ex-  
chequer  
Bills.

XXXIII. If the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the original Purchase Money laid out in the Purchase thereof, then, and in that Case alone, the Surplus which remains after discharging the Expenses of the Application to the Court shall be paid to the Person who would be entitled to receive the Rents and Profits of the Lands directed to be purchased, if the same were purchased and settled pursuant to this Act, or to his Representatives.

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

XXXIV. The Court may from Time to Time, upon Petition or Motion in a summary Way, make such Orders as the Court think just for allowing, taxing, and settling all Costs, Charges, and Expenses from Time to Time incurred in making the several Applications to the Court, in pursuance of this Act, and in paying into the Bank the Moneys by this Act directed to be so paid, and in taking any such Moneys out of the Bank, and discharging Incumbrances, or investing any such Moneys in any Purchase or otherwise as by this Act authorized, and in investigating the Title to the purchased Lands, or otherwise in carrying this Act into execution, and also may make such Orders as the Court think just for Payment of all such Costs, Charges, and Expenses out of the Moneys paid into the Bank, or out of the Moneys arising by the Sale of the Exchequer Bills.

Expenses of  
Act.

XXXV. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act shall be paid out of the Moneys by this Act directed to be paid into the Bank.

XXXVI. Pro-

*Jenkins's Estate Act, 1854.*

XXXVI. Provided always, That this Act, or anything therein, shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers and Discretions respectively created and conferred by the recited Will, except only so far as the same respectively may be defeated or affected by the Exercise of any of the Powers by this Act created. Powers of recited Will not to be prejudiced.

XXXVII. 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, and Administrators, (other than and except the several Persons by this Act expressly excepted from this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the scheduled Estates, or any Part or Share thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed in case this Act were not passed. General Saving.

XXXVIII. Provided always, That the following Persons are excepted from the General Saving in this Act; to wit, the said *Rees Jenkins*, the Tenant, and his Assigns, and the said *Rees Jenkins*, *Owen Thomas Jenkins*, *Thomas Jenkins*, and *Jenkin Thomas Jenkins*, the Four Infant Sons of the said *Rees Jenkins* the Tenant, and the respective Heirs Male of the Body of those Four Infant Sons respectively, and every Son hereafter born of the said *Rees Jenkins* the Tenant, and the Heirs Male of the Body of every such after-born Son respectively; and the said *Owen Jenkins*, the Tenant for Life in remainder, and his Assigns, and the First and every other Son of the said *Owen Jenkins*, the Tenant for Life in remainder, and the Heirs Male of the Body of such first and every other Son respectively; and the said *David Jenkins*, the Tenant for Life in remainder, and his Assigns; and the said *Thomas Edwards Jenkins*, *David Jenkins*, *Owen Jenkins*, *Walter Jenkins*, and *Rees Jenkins*, the Five Infant Sons of the said *David Jenkins*, the Tenant for Life in remainder, and the respective Heirs Male of the Body of those Five Infant Sons respectively, and every Son hereafter born of the said *David Jenkins*, the Tenant for Life in remainder, and the Heirs Male of the Body of every such after-born Son respectively; and the said *Margaret Jones* and her Assigns, and the Heirs of her Body; and the said *William Watkin Wayne* and *Gwenlian* his Wife, and their respective Assigns, and the Heirs of her Body; and the said *David Smith* and *Elizabeth* his Wife, and their respective Assigns, and the Heirs of her Body; and the said *Philip Dunn* and *Jane* his Wife, and their respective Assigns, and the Heirs of her Body; and the right Heirs of the said *Rees Jenkins*, the Tenant, and the said *John Wilson* and *William Meyrick*, their Heirs and Assigns, in their Capacity of Trustees under the recited Will to preserve contingent Remainders; and all and every other Persons and Person to or upon whom

[*Private.*]

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whom

*Jenkins's Estate Act, 1854.*

whom any Estate, Right, Title, and Interest, (other than any Tenancies under any subsisting Leases or Agreements,) or any Charge, Claim, or Demand in, to, out of, upon, or affecting the scheduled Estates, or any Part or Share thereof, is or hath been limited, devised, given, or made, or hath descended or devolved, or shall descend or devolve, by or by virtue of the recited Will.

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

XXXIX. 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.

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SCHEDULE referred to in the foregoing Act.

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THE Estates called or known by the Name of Nantyrallor Farm and Mole Yorath Farm, both situate in the Parish of Glyncorrwg in the County of Glamorgan, containing by Estimation 944 Acres 3 Roods and 15 Perches, or thereabouts.

*Robert Baxter.*

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LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1854.