



ANNO DECIMO OCTAVO & DECIMO NONO.

# VICTORIÆ REGINÆ.

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## Cap. 9.

An Act for enabling the Right Honourable *William Nevill* Earl of *Abergavenny* to grant Leases of entailed Mines, Minerals, Lands, and Hereditaments in the County of *Monmouth*.

[30th July 1855.]

**W**HEREAS by an Act of Parliament passed in the Session of the Second and Third Years of *Philip* and *Mary*, intituled *An Act concerning the Restitution of the Heirs Male of Sir Edward Nevill Knight*, after reciting an Act of the Thirty-first Year of *Henry* the Eighth for the Attainder of Sir *Edward Nevill* Knight, and the Forfeiture of the Manors, Lordships, Hundreds, Lands, Tenements, and other Hereditaments to the Crown, and reciting an Act of the Session of the Thirty-fourth and Thirty-fifth Years of *Henry* the Eighth, in this Act called the Act of Restitution, whereby *Edward Nevill* Esquire, Son of the said Sir *Edward Nevill* Knight, (and which *Edward Nevill* the Son is in this Act called *Edward Nevill* Esquire,) was restored and enabled in Name and Blood as Son and Heir to the said Sir *Edward Nevill*, and made capable to inherit all Honors, Manors, Lordships, Hundreds, Lands, Tenements, and Hereditaments which should descend or come to him as Son and Heir of the said Sir *Edward Nevill*, or Heir

2 & 3 Phil. & Mar. c. 2.

[Private.]

of



*Earl of Abergavenny's Leasing Act, 1855.*

of the Body of the said Sir *Edward Nevill*, or Heir or Heirs Male of any Ancestors of the said Sir *Edward Nevill* or any of them, as the said *Edward Nevill* Esquire should or might have done or had if the said Attainder of the said Sir *Edward Nevill* had never been had or made, saving such Rights, Titles, Claims, and Demands as are therein expressed to be saved and excepted, it was enacted, that, for Lack of Heirs Male of the Body of *Henry Nevill* Knight, then Lord *Abergavenny*, the said *Edward Nevill* Esquire might have, hold, and enjoy to him and the Heirs Male of his Body all such Honors, Castles, Baronies, Lordships, Manors, Lands, Tenements, and other Hereditaments, and the Reversion and Remainder of the same, as by the Will of the Right Honourable *George Nevill* Knight, then late Lord *Abergavenny*, deceased, were willed, given, entailed, or assigned, in use or in possession, for Default of Heirs Male of the Bodies of *George* Lord *Abergavenny* and *Lady Mary* his Wife, and for Lack of Heirs Male of the Body of Sir *Thomas Nevill* Knight, then deceased, to the said Sir *Edward Nevill* Knight, and to the Heirs Male of the Body of the said Sir *Edward Nevill*, anything contained or specified in the Act of Restitution, or any saving Proviso or other Article in that Act contained, or in any other Act of Parliament, to the contrary notwithstanding; and it was enacted, that for Lack of Heirs Male of the Body of the said *Edward Nevill* Esquire all such Honors, Castles, Baronies, Lordships, Manors, Lands, Tenements, and other Hereditaments, and the Reversion and Remainder thereof, as aforesaid, should wholly remain unto *Henry Nevill* Knight, Brother of the said *Edward Nevill* Esquire, and the Heirs Male of his Body, with Remainder unto *George Nevill*, Brother of the said *Edward Nevill* Esquire and *Henry Nevill* Knight, and the Heirs Male of the Body of the said *George Nevill*, with Remainder to the Heirs of the Body of the said *George* then late Lord *Abergavenny*, with Remainder to the Heirs of the Body of Sir *Thomas Nevill* Knight; and it was thereby provided, that if the said *Henry* then Lord *Abergavenny*, and the said *Edward Nevill* Esquire, *Henry Nevill* Knight, and *George Nevill*, and every of them, should decease without Heirs Males of their several Bodies, and also if the Heirs of the Body of the said *George* then late Lord *Abergavenny* should decease without Heirs of their Bodies, and also if the Heirs of the Body of the said Sir *Thomas Nevill* should decease without Heirs of their Bodies (any Heirs or Issue of the Body of the said Sir *Edward Nevill* then living), then the said Queen *Mary*, Her Heirs and Successors, should have, hold, and enjoy all the said Honors, Castles, Manors, Lordships, Lands, Tenements, or other Hereditaments, and the Reversions and Remainders of the same, for and during all such and so long Time and Times as any of the said Heirs or Issue of the Body of the said Sir *Edward Nevill* Knight, lawfully begotten, should or ought to have, had



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had and enjoyed the same if the said Sir *Edward Nevill* had not been attainted, and that no Feoffment, Discontinuance, Fine, or Recovery, with Voucher or otherwise, or any other Act or Acts thereafter to be made, done, suffered, or acknowledged, of the Premises, or of any Part or Parcel thereof, by the said *Henry Nevill* then Lord *Abergavenny*, *Edward Nevill* Esquire, *Henry Nevill* Knight, and *George Nevill*, or by any of them, or by any of the Heirs Male of their several Bodies, or any of the Heirs of the Body of the said *George* then late Lord *Abergavenny*, or by any of the Heirs of the Body of the said Sir *Thomas Nevill*, or any of them, should bind or conclude in Right or put from Entry the said Queen *Mary*, Her Heirs and Successors, or any of the Heirs in Tail, or any to whom the Premises or any Parcel thereof should descend, revert, remain, or come, by virtue of the last Will of the said *George* then late Lord *Abergavenny*: And whereas an Act was passed in the Thirty-fifth Year of *Elizabeth*, intituled *An Act concerning the Lands of Henry late Lord Ber-* 35 Eliz. c. 4.  
*gavenny deceased*, whereby, after reciting the recited Act of *Philip* and *Mary*, and reciting that by and after the Death of the said *Henry* Lord *Abergavenny*, who had then lately died without any Heir Male of his Body, the Castles, Manors, Lordships, Farms, Granges, and other the Premises specified and contained in the recited Act of *Philip* and *Mary*, did by virtue of that Act rest in the said *Edward Nevill* Esquire (in the now-reciting Act called *Edward Nevill* the Father), and from him were descended to and then vested in his Son *Edward Nevill* (in this Act called *Edward Nevill* the Son), as Son and Heir Male of the Body of his said Father, then lately deceased, it was enacted, that from and after the First Day of *April* then next ensuing the said *Edward Nevill* the Son, and the Heirs Male of his Body, being of full Age, and seised in possession of all or any of the Manors, Lordships, Farms, Messuages, Granges, Lands, Tenements, and Hereditaments specified in the recited Act of *Philip* and *Mary*, and in the last Will and Testament of the said *George* Lord *Abergavenny*, or either of them, might demise the same or any Part thereof unto any Persons or Person for such Terms or Term and in such Manner, and in no otherwise, than as a Tenant in Tail by the Act of the Thirty-second Year of *Henry* the Eighth was authorized to do, any Restraint or Proviso in the recited Act of *Philip* and *Mary* to the contrary thereof notwithstanding: And whereas an Act was passed in the Thirtieth Year of *George* the Third, intituled *An Act to confirm a Lease lately made by Henry* 30 G. 3. c. 38.  
*Nevill Earl of Abergavenny of certain entailed Mines and other Hereditaments in the County of Monmouth, and to enable granting future Leases of the said entailed Mines and other Hereditaments, and also of all other Estates of which the said Earl is seised as Tenant in Tail Male, under an Act of Parliament passed in the Second and Third Years of the Reign of King Philip and Queen Mary, and*  
*under*



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*under the Limitations in the last Will of George Lord Abergavenny, in the said Act of Philip and Mary mentioned, after reciting the recited Acts, and reciting that Henry Nevill then Earl of Abergavenny, as Heir Male of the Body of the said Edward Nevill Esquire, was then Baron of Abergavenny, and was also in that Character seised of or entitled to such of the Honors, Castles, Baronies, Lordships, Manors, Lands, Tenements, and Hereditaments by the recited Act of Philip and Mary enacted to be held and enjoyed by the said Edward Nevill Esquire, and the Heirs Male of his Body, as had not been alienated from the Family of the said Henry Nevill Earl of Abergavenny, and reciting a Lease set forth at large in the Schedule to the now-reciting Act annexed, and then lately made by the said Earl, of certain Mines, Collieries, and Hereditaments within the Manors or Lordships of Abergavenny and Pellenigg, and forming Part of the entailed Estates, unto Thomas Hill, Thomas Hopkins, and Benjamin Pratt, for Twenty-one Years, and reciting that those Lessees had expended many Thousand Pounds in building upon and other Improvements of the Premises comprised in that Lease, it was enacted, that that Lease should be valid and binding on all Persons, except His Majesty, His Heirs and Successors, claiming under the recited Act of Philip and Mary; and after reciting that it might be convenient that the said Henry Nevill Earl of Abergavenny, and the future Heirs Male of the Body of the said Edward Nevill Esquire, should have a Power of leasing all or any of the Estates and Hereditaments which the said Henry Nevill Earl of Abergavenny was seised of or entitled to in Tail Male, in addition to the Power of leasing granted to Tenants in Tail by the Act of the Thirty-second of Henry the Eighth, it was enacted, that it should be lawful to and for the said Henry Nevill Earl of Abergavenny, and to and for every future Heir Male of the Body of the said Edward Nevill Esquire, being of full Age, and seised in possession of all or any of the said Manors, Lordships, Messuages, Lands, Tenements, and Hereditaments of or to which the said Henry Nevill Earl of Abergavenny was at the Time of the passing of the now-reciting Act seised or entitled, as Heir in Tail Male in possession, under and by virtue of the recited Act of Philip and Mary, and in case of Infancy for the Guardian or Guardians of such Infant, in Manner and Form therein expressed, to grant Agricultural and Mineral Leases for Twenty-one Years and Building Leases for Sixty Years of any Part or Parts of the entailed Estates:*

41 G. 3. c. 52. *And whereas by an Act passed in the Forty-first Year of George the Third, intituled An Act for enabling Henry Nevill Earl of Abergavenny to grant a new Lease of certain entailed Mines and Hereditaments in the County of Monmouth, after reciting the recited Act of George the Third, and reciting a renewed Lease for Twenty-one Years made by the said Henry Nevill then Earl of Abergavenny, by*  
Indenture



*Earl of Abergavenny's Leasing Act, 1855.*

Indenture dated the Fifth Day of *July* One thousand seven hundred and ninety-eight, of the Mines, Collieries, and Hereditaments comprised in the herein-before mentioned Lease; and further reciting, that the Lessees, being desirous of extending their Iron and other Works on the Premises comprised in the renewed Lease, and being ready to risk the Expenditure of very large Sums of Money for the Purpose of such Extension, had proposed to surrender their then Lease, and instead thereof to have a new Lease for Forty-two Years, it was enacted, that the said *Henry Nevill* then Earl of *Abergavenny*, or such other Persons as therein named, might upon a Surrender of such renewed Lease grant a new Lease accordingly: And whereas by an Act passed in the Forty-sixth Year of *George* the Third, intituled *An Act for enabling Henry Nevill Earl of Abergavenny to grant a new Lease of certain entailed Mines and Hereditaments in the County of Monmouth*, after reciting the recited Acts of *George* the Third, and reciting that soon after the passing of the recited Act of the Forty-first of *George* the Third the said *Henry Nevill* then Earl of *Abergavenny*, by Indenture dated the Twenty-third Day of *June* One thousand eight hundred and one, in consideration of a Surrender of the Lease of One thousand seven hundred and ninety-eight, and in execution of the Powers of that Act, did demise the Mines and Premises comprised in the Lease of One thousand seven hundred and ninety-eight, and such other Premises as were comprised in his Power of leasing under that Act, for Forty-two Years; and reciting, that the Tract of Land the Mines of which were comprised in the Lease of One thousand eight hundred and one contained or was estimated to contain Twelve thousand Acres, commonly called *Lord Abergavenny's Hills*, and was situate in the several Parishes of *Aberystwith, Trevethin, Llanhilleth, Mamhilad, Goitrey, Llanover, Llanfoist, and Llanwenarth*, and within the Manors of *Abergavenny* and *Pellenigg* in the County of *Monmouth*; and reciting, that that Tract of Land was then divided into Three Parts or Districts, and on each Part or District Ironworks were erected, and distinguished by the following Denominations, namely, *Blane Avon* Ironworks, *Varteg* Ironworks, and *Nant-y-Glo* Ironworks; and reciting, that since the granting of the First of the Three Leases before mentioned more than One hundred thousand Pounds was computed to have been expended by the Lessees on the *Blane Avon* District and Ironworks in the Erection of Furnaces, Casting-houses, Engines, Workmen's Houses, Machinery, and other necessary Buildings for making Iron, and in Levels for procuring Materials, and in making Roads; and reciting, that since the granting of the Lease of One thousand eight hundred and one more than Forty thousand Pounds was computed to have been expended in like Manner by the Lessees of the *Varteg* District; and reciting, that more than Fifty thousand Pounds was computed to have been in like Manner expended by the Lessees on the *Nant-y-Glo* District and

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Ironworks,

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Indenture  
dated 28th  
Sept. 1806.

Ironworks, and that a further Expenditure of Fifty thousand Pounds by the Lessees was required; and reciting, that a Proposal had been made for a new Lease for Sixty-three Years; it was enacted, that the said *Henry Nevill* then Earl of *Abergavenny*, or such other Persons as therein mentioned, might grant to *Thomas Hill* and *Samuel Hopkins*, the then Lessees, their Executors, Administrators, or Assigns, upon a Surrender of the Lease of One thousand eight hundred and one, a Lease of the Premises comprised therein for Sixty-three Years from the Twenty-fourth Day of *June* One thousand eight hundred and six: And whereas by Indenture dated the Twenty-eighth Day of *September* One thousand eight hundred and six, between the said *Henry Nevill* Earl of *Abergavenny* of the one Part, and the said *Thomas Hill* and *Samuel Hopkins* of the other Part, the said Earl did, in consideration of a Surrender of the Lease of One thousand eight hundred and one, and in execution of the Power in him vested by the last-recited Act, demise and lease all the Mines and Hereditaments therein mentioned, and comprised as well in the surrendered Lease as in the now-reciting Lease, being the Hereditaments specified in Part One of the Schedule to this Act annexed, unto the said *Thomas Hill* and *Samuel Hopkins*, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* One thousand eight hundred and six, for the Term of Sixty-three Years, at the yearly Rent of Five thousand two hundred Pounds, and the further yearly Rent of Five hundred Pounds for every Furnace for smelting Iron Ore or making Pig Iron which the Lessees should during that Term erect on any Part of the demised Premises beyond Nine Furnaces, including those then already erected or in part erected, and the further Rent of such Sum for every Ton of Coals which should be raised by the Lessees out of the demised Premises, and shipped for Exportation, or for crossing the *Severn* and *Bristol Channel*, as should be equal in Value to One Tenth Part of such Coals on the Pit Bank or Mouth of the Level whence they should be taken, and the further yearly Rent of Five hundred Pounds in addition to the yearly Rent of Five thousand two hundred Pounds: And whereas by an Indenture, also dated the Twenty-eighth Day of *September* One thousand eight hundred and six, between the said *Henry Nevill* then Earl of *Abergavenny* of the one Part, and the said *Thomas Hill* and *Samuel Hopkins* of the other Part, the same Earl demised a Messuage and Farm called *Pen-y-Lloyn*, and Lands thereto belonging, containing altogether by Estimation Ninety Statute Acres or thereabouts, in the Parish of *Aberystroth* in the County of *Monmouth*, with the Mines and other Appurtenances, being the Hereditaments specified in Part Two of the Schedule to this Act annexed, unto the said *Thomas Hill* and *Samuel Hopkins*, their Executors, Administrators, and Assigns, from the Twenty-fourth Day of *June* One thousand eight hundred and six, for the Term of Sixty-three Years, at the yearly Rent of Twenty-five Pounds: And  
whereas

Indenture  
28th Sept.  
1806.



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whereas the said *Henry Nevill* Earl of *Abergavenny*, by his last Will and Testament, dated the Fifth Day of *March* One thousand eight hundred and thirty-nine, after the Recitals to the Effect that he had then only Two Children, namely, his eldest Son *John* Lord Viscount *Nevill* and his Son *William Nevill*, and that the ancient Family entailed Estates had been so improved that they produced in Rental much more than when he came to the Title, and that he had purchased and acquired Estates of large Value, and that it was his Intention to give all such Estates to his eldest Son *John*, to descend with the Title, devised certain Lands and Hereditaments therein specified, and all and singular other the Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever, which he was then or at the Time of his Death should be beneficially seised and possessed respectively of or entitled in any Manner to or interested in, either in possession, reversion, remainder, or expectancy, and whether in Law or in Equity, or over which he had any disposing Power, with their several Appurtenances, (except certain Lands and Hereditaments in *Kent*,) unto his Brother *George Henry Nevill* and *Daniel Rowland*, their Heirs and Assigns, to the Use of the Testator's eldest Son *John* Lord Viscount *Nevill* and his Assigns during his natural Life, without Impeachment of Waste, with Remainder to the Use of Trustees during the natural Life of the same Son, upon trust to support contingent Uses, with Remainder to the Use of such Person or Persons as should or might be so entitled as aforesaid upon the Decease of the same Son to the Testator's Family Settled Estates, in such Order and Course successively, and for such Estate and Estates, and subject to, with, and under such Powers, Provisoos, Declarations, and Agreements as were expressed, limited, and contained in and by the Act of Parliament of *Philip* and *Mary*, by which his Family Estates were settled and entailed, and subject also to all other Powers, Provisoos, and Agreements which were contained in any Act of Parliament touching and relating to the same Estates; and he thereby gave to the said *John* Lord Viscount *Nevill* Power to demise the said devised Estates for Twenty-one Years: And whereas the said Testator afterwards departed this Life without having revoked or altered his recited Will, so far as it is herein-before recited, and on the Twenty-seventh Day of *April* One thousand eight hundred and forty-three it was proved by the Executors thereof in the Prerogative Court of *Canterbury*: And whereas the Messuage, Farm, and Premises demised by the lastly herein-before recited Lease, and specified in Part Two of the Schedule to this Act annexed, are Part of the Estates so entailed by the recited Will of the said *Henry Nevill* late Earl of *Abergavenny*: And whereas on the Death of the said *Henry Nevill* late Earl of *Abergavenny* the said *John* Lord Viscount *Nevill*, in his said Will named, became *John* Earl of *Abergavenny*: And whereas by an Indenture

Will of the Earl of Abergavenny, dated 5th March 1839.



*Earl of Abergavenny's Leasing Act, 1855.*

Indenture  
dated 14th  
Sept. 1844.

ture (in this Act called "The Settlement of One thousand eight hundred and forty-four") dated the Fourteenth Day of *September* One thousand eight hundred and forty-four, between the said *John* Earl of *Abergavenny* of the First Part, the said *William Nevill*, in the recited Will named, of the Second Part, the said *Daniel Rowland* of the Third Part, and *Owen Fuller Meyricke* of the Fourth Part, the Freehold Messuages, Tenements, and Hereditaments devised by the recited Will as herein-before recited were limited to the Use of the said *John* Earl of *Abergavenny* and his Assigns for his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Daniel Rowland* and his Heirs during the natural Life of the said *John* Earl of *Abergavenny*, upon the usual Trust to preserve contingent Uses; with Remainder to the Use of the First and every other Son of the said *John* Earl of *Abergavenny* severally and successively in Tail Male; with Remainder to the Use of the said *William Nevill* and his Assigns during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Daniel Rowland* and his Heirs during the natural Life of the said *William Nevill*, upon the usual Trust to preserve contingent Uses; with Remainder to the Use of *William Nevill*, the eldest Son of the said *William Nevill*, and his Assigns during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *Daniel Rowland* and his Heirs during the natural Life of the said *William Nevill* the Son, upon the usual Trust to preserve contingent Uses; with Remainder to the Use of the First and every other Son of the Body of the said *William Nevill* the Son lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; with Remainder to the Use of *Ralph Pelham Nevill*, Second Son of the said first-named *William Nevill*, and his Assigns for his natural Life, without Impeachment of Waste; with Remainder to the Use of the First and every other Son of the Body of the said *Ralph Pelham Nevill* lawfully to be begotten, severally, successively, and in remainder one after another in Order and Course as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; with Remainder to the Use of the Third, Fourth, Fifth, and all and every other the Sons and Son of the Body of the said *William Nevill* lawfully to be begotten, severally, successively, and in remainder one



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one after another in Order and Course as they should respectively be in Priority of Birth, and the Heirs Male of the Body and respective Bodies of all and every such Sons and Son issuing, the elder of such Sons and the Heirs Male of his Body issuing being always to take before and be preferred to the younger of such Sons and the Heirs Male of his and their Body and respective Bodies issuing; with Remainder to the Use of the Person who at the Time of the Failure of such Issue should, under or according to the Limitations in the recited Act of *Philip* and *Mary* enacted and contained of and concerning the Honors, Castles, Manors, Lordships, Lands, Tenements, and other Hereditaments thereby settled, limited, and assured, be entitled in possession to such of the same Hereditaments as should be remaining, subject to the said Limitations, and the Heirs Male of the Body of such Person lawfully issuing; with Remainder to the Use of the said *John* Earl of *Abergavenny*, his Heirs and Assigns for ever: And whereas the said *John* Earl of *Abergavenny* departed this Life in the Year One thousand eight hundred and forty-five without Issue Male: And whereas, by reason of the Death of the said *Henry Nevill* late Earl of *Abergavenny* and of the said *John* Earl of *Abergavenny* without Issue Male, the said *William Nevill*, in the recited Will named, now the Right Honourable *William Nevill* Earl of *Abergavenny*, became and now is Heir Male of the Body of the said *Edward Nevill* Esquire, and in that Character now is Baron of *Abergavenny*, and is seised of or entitled to such of the Honors, Castles, Manors, Baronies, Lordships, Lands, Tenements, and Hereditaments by the recited Act of *Philip* and *Mary* and the recited Will of the said *Henry Nevill* late Earl of *Abergavenny* respectively entailed on the Heirs Male of the Body of the said *Edward Nevill* Esquire as have not been alienated from the Family: And whereas the said *William Nevill* Earl of *Abergavenny* intermarried in the Year One thousand eight hundred and twenty-four with *Caroline Leeke*, and hath Two Sons only, to wit, the said *William Nevill* the Son, commonly called *William* Viscount *Nevill*, who under the Settlement of One thousand eight hundred and forty-four is the Tenant for Life in Remainder expectant on the Decease of the said *William Nevill* Earl of *Abergavenny* and the said *Ralph Pelham Nevill*, who are both of full Age: And whereas the said *William* Viscount *Nevill* intermarried in the Year One thousand eight hundred and forty-eight with *Caroline Johnstone*, and hath had Issue Two Sons only, to wit, *Reginald William Bransby Nevill* his First Son, who under the Settlement of One thousand eight hundred and forty-four is the First Tenant in Tail in Remainder expectant on the Decease of the said *William Nevill* Earl of *Abergavenny*, and *Henry Gilbert Ralph Nevill* his Second Son, and both the Sons of the said *William* Viscount *Nevill* are living and are Infants: And whereas the said *William* Earl of *Abergavenny* is the Heir-at-Law of *John* late Earl of *Abergavenny*: And whereas since the granting

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of the recited Leases of One thousand eight hundred and six the Lessees thereunder and their Under-tenants have expended further very large Sums of Money, exceeding in the whole Four hundred thousand Pounds, on Furnaces and other Works, for the Purpose of working the demised Mines and Premises, and it is become expedient that they should expend and they are desirous of expending further Sums thereon, but they consider that the Term of Fourteen Years, the Residue now unexpired of the Term under each of those Leases, is too short a Term to justify them in making any further large Outlay thereon: And whereas the Messuage, Farm, and Lands called *Llanfoist*, Part of the Estates entailed by the recited Act of *Philip and Mary*, containing by Estimation One hundred and eighty Statute Acres (more or less), and being the Hereditaments specified in Part Three of the Schedule to this Act annexed, are now tenanted or occupied by the Lessees of the *Blaen Afon* Ironworks, or their Under-tenants, as yearly Tenants thereof, at the yearly Rent of Two hundred and seventy-five Pounds, and have always, since the Year One thousand seven hundred and eighty-nine, been held or occupied by such Lessees or their Under-tenants, and it is desirable that they should continue so to be held: And whereas, under the Circumstances before stated, the Persons claiming under the recited Leases of One thousand eight hundred and six have lately proposed to the said *William Nevill* Earl of *Abergavenny* that those Leases shall be surrendered to him, on the Terms of his granting to them a new Lease or new Leases of the Mines, Hereditaments, and Premises comprised therein respectively for Sixty-three Years, at a yearly Rent of not less than Ten thousand Pounds, and a Lease of *Llanfoist* Farm for the like Term, at its present Rental; and it would be of great Advantage and Benefit to all Persons who now are or hereafter may be interested in the entailed Estates to have such Proposal carried out: And whereas that Proposal cannot be effectually carried out by the said *William Nevill* Earl of *Abergavenny* without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *William Nevill* Earl of *Abergavenny* doth 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; (that is to say,)

Short Title.

I. This Act may be cited for any Purpose as "Earl of *Abergavenny's* Leasing Act, 1855."

Power to grant a renewed Lease of the Mines, &c.

II. From Time to Time within Five Years after the passing of this Act the said *William Nevill* Earl of *Abergavenny*, and after his Decease the Heir Male of the Body of the said *Edward Nevill* Esquire, or if such Heir Male be under the Age of Twenty-one Years,



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Years, then his Guardian or Guardians, by Indenture, sealed and delivered in the Presence of and attested by Two or more Witnesses, may make any Lease or Leases of all or any Part of the Mines, Farms, Lands, Hereditaments, and Premises comprised in and demised by the recited Leases respectively, or any of them, and also of the said Messuage, Farm, and Lands called *Llanfoist*, and which Mines, Farms, Lands, Hereditaments, and Premises are specified in the Schedule to this Act annexed, unto any Person or Persons.

III. Such Lease or Leases respectively may be granted for any Term or Terms of Years, not exceeding Sixty-three Years, from the Twenty-fifth Day of *December* One thousand eight hundred and fifty-five, and respectively to take effect in possession. Term of Lease.

IV. The Rents reserved by such Leases shall be the best yearly Rents, without Fine, that can at the Time of the making of the Lease or Leases, and considering all the Circumstances of the Case, be reasonably obtained for the same, not being less in the whole than the yearly Rent of Ten thousand Pounds, and shall be payable quarterly, and shall be incident to the immediate Reversion: Provided always, that a distinct Rent shall be reserved for such Part of the demised Premises as is specified in each of the Three Parts of the Schedule to this Act annexed, and every such distinct Rent shall be the best yearly Rent which could be had or gotten for the Part upon which the same is reserved. Rent to be reserved.

V. In every such Lease shall be contained or reserved to the Earl and other Persons becoming entitled to the Reversion, his and their Agents, Power of Entry to view the State of the Works, and Covenants by the Lessees to work the Mines in a proper Manner, and also to repair and leave in repair the Mines and Premises, and to preserve the Boundaries of the Earl, so far as the same may be known to the Lessees. Power of Re-entry, &c.

VI. By any such Lease there may be granted to the Lessees, their Executors, Administrators, and Assigns, all or any of the following Licences, Authorities, Easements, and Advantages; and to be, as the Parties agree on, exercised and enjoyed either only with respect to the demised Mines, Hereditaments, and Premises, or in connexion with the working or managing of any adjoining Mines or Hereditaments: Licences which may be granted to Lessees.

First, Licence and Authority to open the demised Mines, Hereditaments, and Premises, 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 Iron, Iron Ore, Ironstone, Coal, Limestone, Slate, Stone, Clay, Marl, and other Minerals



*Earl of Abergavenny's Leasing Act, 1855.*

Minerals and Substances found within, under, or upon the demised Mines, Hereditaments, and Premises, or in working or winning the demised Mines, Hereditaments, and Premises, and all Minerals and Substances brought from any other Mines or Lands :

Secondly, Licence and Authority to make, erect, and work, in and upon any Parts of the scheduled Estates, except the *Llanfoist* Farm, any Pits, Grooves, Shafts, Tunnels, Adits, Levels, Cut-winds, Drifts, Trenches, Cuts, Canals, Sluices, Waygates, Watergates, and Watercourses, and any Furnaces, Kilns, Coke and other Ovens, Steam and other Engines, Mills, Gear, 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 and Substances :

Thirdly, Licence and Authority, either absolute or conditional, to take down or remove the existing Furnaces, Houses, Cottages, and Buildings, or any of them, now being on the scheduled Estates (except on the Hereditaments specified in Part Three of the Schedule), and to erect others in lieu thereof on other Parts of the Premises :

Fourthly, Licence and Authority to make, in and upon any Part of the scheduled Estates, Coke, Bricks, Pipes, 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, Hereditaments, and Premises, and the Works thereof :

Fifthly, Licence and Authority for Outstroke and Instroke into or from any adjoining Mines, Pits, Shafts, or Workings :

Sixthly, Licence and Authority to take and use, on any Parts of the scheduled Estates, except the Hereditaments specified in Part Three of the Schedule, sufficient Ground-room, Heap-room, and Pit-room for depositing and manufacturing Minerals and Substances from Time to Time gotten out of the demised Mines, Hereditaments, and Premises, and the Works thereof, or brought from any other Mines or Lands :

Seventhly, Licence and Authority to make, hold, and use, in and upon any Parts of the scheduled Estates, except the Hereditaments specified in Part Three of the Schedule, any Houses, Cottages,hovels, Store-rooms, Heap-rooms, Engine-houses, Sheds, Stables, and other Buildings, Walls, 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, Hereditaments, and Premises, and the Works thereof, or for the Habitation and Convenience of Agents, Workmen, and others,  
or



*Earl of Abergavenny's Leasing Act, 1855.*

or for the Accommodation of Horses and Cattle employed in or about the demised Mines, Hereditaments, and Premises, and the Works thereof, or for storing or placing Implements, Minerals, or other Things employed, used, or gotten in or about the same :

Eighthly, Licence and Authority to dig and get, in and from the demised Mines, Hereditaments, and Premises, and any Parts of the scheduled Estates, except the Hereditaments specified in Part Three of the Schedule, 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 Mines or Lands, for making and repairing such Buildings, Walls, and Fences, or any Roads or Ways :

Ninthly, Licence and Authority to take and use 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 the demised Mines, Hereditaments, and Premises, and the Works thereof, or for any other Purpose connected with the working of the demised Mines, Hereditaments, and Premises :

Tenthly, Licence and Authority to make, have, and use, in and upon any Parts of the scheduled Estates, except the Hereditaments specified in Part Three of the Schedule, any Wayleaves, Roads, Stoneyards, and other like Easements and Privileges respectively deemed necessary or convenient for the Occupation and working of the demised Mines, Hereditaments, and Premises, and the Deposit, Manufacture, Sale, and Carriage of such Minerals and Substances, or for any other Purposes reasonably required by the Lessees :

Eleventhly, Licence and Authority to make and set up, in and upon any Parts of the scheduled Estates, except the Hereditaments specified in Part Three of the Schedule, 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, Hereditaments, and Premises, or the Works thereof, or any other Places, or for conducting Water to or from the demised Mines, Hereditaments, and Premises, or the Works thereof :

Twelfthly, Licence and Authority to make and set up, in and upon any Part 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 :

Thirteenthly, any other Licences, Authorities, Easements, and Advantages whatsoever, in, upon, or affecting the scheduled  
[*Private.*]



*Earl of Abergavenny's Leasing Act, 1855.*

Estates, or any Part thereof, respectively deemed necessary or convenient for winning, working, taking, manufacturing, using, carrying away, or disposing of the Mines, Minerals, and Substances respectively demised, or the Minerals or Substances 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, Hereditaments, and Premises, or agreed upon with the Lessees.

Covenants,  
&c. to be  
contained in  
Leases.

VII. In every such Lease there shall be contained Covenants by the Lessees for the due and punctual Payment of the Rent thereby reserved, and of all present and future Landlords and Tenants Taxes, Rates, Assessments, Charges, Compositions, and Impositions whatsoever (other than Landlords Property Tax) affecting the demised Premises, or the Landlord or Tenant in respect thereof, 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 thereof, such Rent having been lawfully demanded, or in case of Breach of any Covenant by the Lessees in the Lease contained, and in that Behalf therein specified, and also a Power of Distress or Seizure for Rent in arrear on any Coal, Coke, Ironstone, Clay, Bricks, manufactured Iron, Tramplates, Machinery, Engines, Carriages, Rails, Tools, Working Gear, Implements, Goods, Chattels, and Effects of the Lessees, their Executors, Administrators, or Assigns, being not only in or upon the demised Premises, but also on the Surface of any of the Lands under which are contained the demised Mines, Minerals, or Substances.

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

VIII. 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.

IX. In every such Lease there shall be contained a Covenant by the Lessees, 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, Tramplates, Engines, Tools, Implements, Utensils, and Plant used by the Lessees, their Executors, Administrators, or Assigns, at the Time of giving such Notice, in, upon, or about the demised Mines, Hereditaments, and Premises, and also the unexpired Estate, Term, or Interest, if any, of the Lessees, their Executors, Administrators, or Assigns, in any Wayleave or Watercourse over any other Lands used in connexion with or for the Purposes of the demised Mines, Hereditaments, and Premises.

X. Every



*Earl of Abergavenny's Leasing Act, 1855.*

X. 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 Lessees, their 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 thereby limited, and for giving full Effect to the Submission to Arbitration and Valuation, as the Parties to the Lease agree on.

Provision for Valuation of such Plant.

XI. Any such Lease 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 Leases.

XII. The said *William Nevill* Earl of *Abergavenny*, or other the Heir Male of the Body of the said *Edward Nevill* Esquire, or if such Heir Male be under the Age of Twenty-one Years, then his Guardian or Guardians, 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 Lease, it 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 was reserved or was intended to be reserved thereby.

Confirmation of defective Leases.

XIII. 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 Confirmation.

XIV. The said *William Nevill* Earl of *Abergavenny*, or other the Person or Persons from Time to Time empowered by this Act to grant Leases, may enter into Contracts for granting Leases thereunder; and such Contracts may contain such Provisions with respect to the Payment of any Costs, Charges, or Expenses of and incident to the obtaining and passing of this Act, and of and incident to the Preparation and Execution of any Leases or Contracts thereunder, and with respect to the Surrender of any then existing Lease or Leases, as the Parties mutually agree on.

Contract for Lease.

XV. 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.

Contracts not to be Evidence of Title to Leases.

XVI. Every



*Earl of Abergavenny's Leasing Act, 1855.*

Lease to be made in Duplicate.

XVI. Every Lease granted under this Act shall be made in Duplicate, and both Parts thereof shall be executed by both Lessor and Lessees, and one Part thereof shall be retained by the Lessor, and the other Part thereof shall be delivered to the Lessees.

Proportion of Rent to be paid into Bank of Land entailed by Act of Philip and Mary.

XVII. The Person who from Time to Time receives the Rent reserved by any Lease granted under this Act of any of the Hereditaments entailed by the Act of *Philip* and *Mary* shall pay into the Bank such Proportion as herein-after expressed of the net Amount or Value of the Rent so received, to wit, with respect to such of the Rents as become due and payable during the Life of any Person from Time to Time entitled to the Reversion expectant on the Lease as Tenant for Life in Possession, or as Tenant in Tail in Possession, there shall be paid into the Bank One equal Fourth Part of the net Amount or Value of the Rent so received.

Proportion of Rent to be paid into Bank of Land devised by Will of Henry Earl of Abergavenny.

XVIII. The Person who for the Time being receives the Rent reserved by any Lease granted under this Act of any of the Hereditaments devised by the Will of *Henry Earl of Abergavenny* deceased shall pay into the Bank such Proportion as herein-after expressed of the net Amount or Value of the Rents so received, to wit, with respect to such of the Rents as become due and payable during the Life of any Person from Time to Time entitled to the Reversion expectant on the Lease as Tenant for Life in Possession, or as Tenant in Tail in Possession under Age, there shall be paid into the Bank One equal Fourth Part of the net Amount or Value of the Rents so received.

Application of Residue of Rents.

XIX. Such Parts of the Rents as are not to be so paid into the Bank may be retained by the Person so from Time to Time entitled, if he be of full Age, or if he be a Minor by his Guardian.

Payment of Rents into the Bank.

XX. Such Parts of the Rents as are to be so paid into the Bank shall be paid 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, with respect to Rents arising from such Parts of the demised Premises as are subject to the Limitations of the recited Act of *Philip* and *Mary*, to his Account there, "*Ex parte* the Persons interested in " the Earl of *Abergavenny's* Estates entailed by an Act of *Philip* and "*Mary*," and with respect to Rents arising from such Parts of the demised Premises as were entailed by the recited Will of the said *Henry Earl of Abergavenny*, to his Account there, "*Ex parte* the " Persons interested in the Earl of *Abergavenny's* Estates entailed by " the Deed dated the Fourteenth Day of *September* One thousand " eight hundred and forty-four," and respectively pursuant to the Method prescribed by the Act of the Twelfth Year of *George* the

First,



*Earl of Abergavenny's Leasing Act, 1855.*

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

XXI. The Receipt of any Cashier of the Bank for any Money so paid into the Bank, and the Certificate of the Accountant General annexed thereto, and filed therewith in the Register Office of the Court, shall be an effectual 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 be bound to see to the Application thereof.

Receipts for Rents paid into Bank.

XXII. Upon Petition or Motion to the Court in a summary Way by any Person interested in the Monies paid into the Bank, or by the Guardian of any such Person being a Minor, the Court may order the Monies so paid, or so much thereof as is not ordered by the Court to be otherwise applied, according to this Act, 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 demised Premises whence those Monies arose, or in the Purchase of any Freehold or Copyhold Hereditaments in *England* or *Wales*, the Copyhold not to exceed in Value One Sixth Part of the Freehold, and respectively free from all Incumbrances except Quit Rents, Land Tax, and other like Outgoings.

Investment of Monies paid into Bank in Purchase of Lands, &c.

XXIII. The Hereditaments so from Time to Time purchased shall immediately after the Purchase thereof be settled to such Uses, upon such Trusts, and subject to such Powers and Provisions, as will the nearest correspond with the Uses, Trusts, Powers, and Provisions then affecting the demised Premises whence the Monies invested in such Purchase arose, but not so as to increase Charges; and the Uses, Trusts, Powers, and Provisions to which the Hereditaments so purchased with Monies arising from such Parts of the demised Premises as are or shall be subject to the Limitations of the recited Act of *Philip* and *Mary* shall be so settled shall be valid and have full Effect.

Settlement of Lands purchased, &c.

XXIV. All Monies so paid into the Bank shall, until they be otherwise applied or invested, under the Order of the Court, according to this Act, be from Time to Time laid out in the Purchase, in the Name of the Accountant General, of Exchequer Bills; and the Interest on such Bills, subject to the Provisions of this Act, and the Money received for the same when paid off by Government, shall be laid out in the Purchase, in his Name, of other Exchequer Bills.

Interim Investment in Exchequer Bills.

[*Private.*]



*Earl of Abergavenny's Leasing Act, 1855.*

Exchange of  
Exchequer  
Bills.

XXV. The Court may make such General or Special Order, if necessary, that whenever the Exchequer Bills in the Hands of the Accountant General are in course of Payment by the Government, and new Exchequer Bills are issued, the new Bills may be received in exchange for the Bills 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  
Bank.

XXVI. All such Exchequer Bills shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until, upon Petition or Motion to the Court in a summary Way, they be 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.

XXVII. If the Money arising by the Sale of any such Exchequer Bills exceed the Amount of the Money originally laid out in the Purchase thereof, then and in that Case only 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 of the Hereditaments directed to be purchased if the same were purchased and settled in pursuance of this Act, or to his Representatives.

Payment of  
Interest on  
Exchequer  
Bills as  
Rents.

XXVIII. Provided always, That until such Exchequer Bills be sold for any of the Purposes of this Act, the Court, upon Petition or Motion in a summary Way by any Person who would be entitled to receive all or any Part of the Rent of the Hereditaments directed to be purchased, if they were purchased and settled pursuant to this Act, may from Time to Time make such Orders as the Court think just for the Payment to such Person of all or any Part of the Interest on any Exchequer Bills purchased or taken in exchange under this Act.

Orders of  
Court as to  
Costs, &c.

XXIX. The Court from Time to Time, upon Petition or Motion in a summary Way, may 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 Monies by this Act directed to be so paid, and in taking any such Monies out of the Bank, and discharging Incumbrances, or investing any such Monies in any Purchase, or otherwise as by this Act authorized, and in investigating the Title to the purchased Hereditaments, or otherwise in carrying the Purposes of 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 Monies paid into the



*Earl of Abergavenny's Leasing Act, 1855.*

the Bank, or out of the Monies arising from Sale of Exchequer Bills.

XXX. Provided always, That this Act shall not repeal, take away, lessen, or prejudice any Power of leasing given by any of the recited Acts.

Act not to prejudice Powers of leasing under recited Acts.

XXXI. 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 thereof, as they or any of them had before the passing of this Act, or could or might have enjoyed if this Act were not passed.

General Saving.

XXXII. Provided always, That the following Persons are excepted from the General Saving in this Act contained, and are therefore the only Persons bound by this Act; to wit, the said *William Nevill* Earl of *Abergavenny* and his Assigns, and the said *William* Viscount *Nevill* and his Assigns, and the said *Ralph Pelham Nevill* and his Assigns, and the First and other Sons of the said *William* Viscount *Nevill* and of *Ralph Pelham Nevill*, and the Heirs Male of their respective Bodies, and *Reginald William Bransby Nevill* and the Heirs Male of his Body, and the future Heirs Male of the Body of the said *Edward Nevill* the Son, and all other Persons who by virtue of any of the Remainders or Limitations in the recited Act of *Philip* and *Mary*, and the said Settlement of the Fourteenth Day of *September* One thousand eight hundred and forty-four, or either of them, now are or hereafter may become interested in any Part of the Estates specified in the Schedule to this Act annexed.

Exception from General Saving.

XXXIII. 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.

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



**SCHEDULE** to which the foregoing Act refers.

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**PART ONE.**

*Hereditaments subject to the Limitations of the above-recited Act of Philip and Mary.*

The Tract of Land called Lord Abergavenny's Hills, situate in the several Parishes of Aberystroth, Trevethin, Llanhilleth, Mambilad, Goitrey, Lanover, Lanfoist, and Lanwenarth Ultra, and within the Manors of Abergavenny and Pellenig in the County of Monmouth, comprising the Three Districts called respectively Blaen Avon, Varteg, and Nant-y-Glo, and containing in the whole about Twelve thousand Acres, and the Ironworks, Collieries, and other Buildings and Works thereon, and the Mines and Minerals therein, with the Rights, Members, and Appurtenances.

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**PART TWO.**

*Hereditaments entailed by the above-recited Will of Henry Earl of Abergavenny.*

And the Messuage or Tenement and Farm called Pen-y-Lloyn and the Lands held therewith, situate in the Parish of Aberystroth in the County of Monmouth, and containing in the whole about Ninety Acres, and the Buildings thereon, and the Mines and Mineral therein, with the Rights, Members, and Appurtenances.

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**PART THREE.**

*Hereditaments subject to the Limitations of the above-recited Act of Philip and Mary.*

And the Messuage and Farm called Llanfoist Farm, and the Land held therewith, situate in the Parishes of Llanfoist and Abergavenny in the County of Monmouth, and containing in the whole about One hundred and eighty Acres, and the Buildings thereon, with the Rights, Members, and Appurtenances.

*Baker Gabb.*

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