



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 31.

An Act to authorize the granting of Leases and Conveyances, for Mining Purposes, of Estates at *Northwingfield* in the County of *Derby*, the Property of *Frederick Lord Clay* and his infant Son *Richard Clay*. [21st June 1841.]

WHEREAS by Indentures of Lease and Release bearing Date respectively the Second and Third Days of *June* One thousand eight hundred and nine, the Release being made between *Richard Clay* of the First Part, *Penelope Pemberton* Spinster of the Second Part, and *George Anderson, George Pemberton, and William Allwood Lord*, Esquires, of the Third Part, (being a Settlement made previous to the Marriage of the said *Richard Clay* with the said *Penelope Pemberton*,) the said *Richard Clay* conveyed a Capital Messuage, with the Outbuildings and Appurtenances, situate at the *Hill* in the Parish of *Northwingfield* in the County of *Derby*, then in the Occupation of *Benjamin Rice*, and the several Parcels of Land known by the Names following; that is to say, the *Pond Croft*, the *Stack Yard*, the *Hall Court*, the *Orchard*, and the *Kitchen Garden*, containing by ancient Admeasurement Two Acres and Two Roods; and

Marriage Settlement of *Richard Clay, Esq.*, deceased, dated 2d and 3d June 1809.

[Private.]

also

also the several other Parcels of Land called by the several Names, and containing by the said ancient Admeasurement the respective Quantities following; that is to say, the *Stony Knowle*, Two Acres Two Roods and Sixteen Perches; the *Well Close*, Nine Acres One Rood and Twenty-two Perches; the *Little Wood*, Two Acres One Rood and Fourteen Perches; the *Hodge Greave*, Two Acres Three Roods and Thirty-eight Perches; the *Little Fonding* Three Acres Three Roods and Thirty Perches; the *New Close*, Three Acres Two Roods and Ten Perches; the *Dumble*, Two Acres and Two Perches; the *Gilling Acre*, Two Acres One Rood and Sixteen Perches; the *Great Cliff*, Four Acres Two Roods and Ten Perches; the *Little Cliff*, Three Acres and Two Roods; the *Rye Croft*, Three Acres and Eleven Perches; the *Cross Lang Barrow*, Five Acres and Twenty-four Perches; the *Hovel Lang Barrow*, Three Acres Three Roods and Twenty-six Perches; and the *Little Hill Sick*, Three Acres Three Roods and Thirty-eight Perches; all which said last-mentioned Pieces of Land were situate within the Parish of *Northwingfield* aforesaid, and contained together Fifty-five Acres Three Roods and Seventeen Perches or thereabouts, more or less, and were then in the Tenure of *Benjamin Rice*; and the Pieces of Land called by the several Names following; that is to say, the *Upper Piece*, the *Middle Piece*, the *Nether Piece*, and the *Spring*, situate in the Township of *Tupton* in the Parish of *Northwingfield* aforesaid, to the Use of the said *Richard Clay*, his Heirs and Assigns, until the said then intended Marriage should be solemnized, and after the Solemnization thereof to the Use of the said *Richard Clay* during his Life, without Impeachment of Waste; and after the Determination of that Estate, by Forfeiture or otherwise in his Lifetime, to the Use of the said *George Anderson*, *George Pemberton*, and *William Allwood Lord*, and their Heirs, during the Life of the said *Richard Clay*, in Trust to preserve the contingent Uses and Estates therein-after limited; and from and after the Decease of the said *Richard Clay*, then in Trust for and to the Use of the said *Penelope Pemberton*, and her Assigns, for her Life, in case she should happen to survive the said *Richard Clay*; and from and after the Decease of the Survivor of the said *Richard Clay* and *Penelope Pemberton*, upon Trust that the said *George Anderson*, *George Pemberton*, and *William Allwood Lord*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, should convey, assign, and transfer the said Messuage, Lands, and Premises, and pay and apply the Rents, Issues, and Profits thereof which should grow due after the Decease of the Survivor of them the said *Richard Clay* and *Penelope Pemberton*, and in the meantime, and until such Conveyance or Assignment should be made, unto or in Trust for the Child, Grandchild, or other Issue if only One, or if more than One, all and every exclusive of the other or others of them, any One or more of the Children, Grandchildren, and other Issue of the said *Richard Clay* lawfully begotten on the Body of the said *Penelope Pemberton*, and in such Manner and Form, and if more than One, in such Parts, Shares, and Proportions, and for such Estate and Estates, with such Limitation and Limitations over or Substitutions in favour of any One or more of the others of the same Children, Grandchildren, and Issue, and to vest and be payable, and paid, conveyed, assigned, and transferred, at such Time or Times, Age or Ages, Day or Days, and upon such

Contingencies, and subject to such Directions for Maintenance, Education, and Advancement, and such Conditions and Restrictions as the said *Richard Clay* at any Time or Times, and from Time to Time, by Deed, or by his last Will and Testament, or any Writing in the Nature of and purporting to be his last Will and Testament, or any Codicil or Codicils thereto, to be severally signed and published by him or by his Direction in the Presence of Three or more credible Witnesses, and attested by the same Witnesses, should direct, limit, and appoint, give or devise the same; and in default of Appointment, and subject to the Uses, Estates, Trusts, Charges, or Interests which should have been appointed, upon further Trust that they the said *George Anderson*, *George Pemberton*, and *William Allwood Lord*, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of the Survivor of them, should pay, convey, transfer, and assign the said Messuage, Pieces of Land, and Premises, and the Rents and Income thereof which should become due after the Decease of the Survivor of the said *Richard Clay* and *Penelope Pemberton*, unto the Child (if only One), and if more than One unto and amongst all the Children, of the said *Richard Clay* and *Penelope Pemberton*, as Tenants in Common, and his, her, or their Heirs, Executors, Administrators, and Assigns; and the said Settlement contained Powers authorizing the said *Richard Clay* to grant Leases of the said Hereditaments, and Powers authorizing the Trustees, with the Consent of the said *Richard Clay* and *Penelope Pemberton*, or of the said *Richard Clay* alone in case she should be dead, to make Sales and Exchanges of the said Hereditaments: And whereas the Marriage between the said *Richard Clay* and *Penelope Pemberton* was duly solemnized on or about the Eighth Day of *June* One thousand eight hundred and nine: And whereas the said *Penelope Pemberton* departed this Life in the Year One thousand eight hundred and thirteen, leaving only One Son, *Frederick Lord Clay*: And whereas by Indentures of Lease and Release bearing Date respectively the Seventeenth and Eighteenth Days of *March* One thousand eight hundred and fifteen, the Release being made between the said *George Anderson*, *George Pemberton*, and *William Allwood Lord* of the First Part, the said *Richard Clay* of the Second Part, and *Joseph Cocking* of the Third Part, after reciting that the said Marriage between the said *Richard Clay* and *Penelope Pemberton* was duly solemnized soon after the Date and Execution of the said Indenture of Settlement, but that the said *Penelope*, the Wife of the said *Richard Clay*, had since died, leaving Issue by him One Son only, the said Closes or Parcels of Land called or known by the respective Names of the *Upper Piece*, the *Middle Piece*, the *Nether Piece*, and the *Spring* were, in pursuance of the Power for that Purpose contained in the said Indenture of Settlement, conveyed unto the said *Joseph Cocking*, his Heirs and Assigns, in Exchange for or in lieu of all those several Closes of Land, Meadow or Pasture Ground, situate at *Hill* in the Liberty of *Tupton* aforesaid in the Parish of *Northwingfield* aforesaid, and called and known by the several Names and containing the several Quantities of Land therein-after mentioned; (that is to say,) the *Wood Close*, Three Acres and Twenty-three Perches; the *Kiln Croft*, Six Acres and Thirty Perches; the *Cliffe* and *Plantation*, Nine Acres

Deed of Exchange with *Richard Clay's* Trustees and *Joseph Cocking*, dated 17th and 18th March 1815.

Conveyance
from H. C.
Brocksopp
and others
to Richard
Clay, dated
24th and
25th March
1815.

Acres One Rood and Nine Perches; and the *Hodge Greave*, Four Acres and Sixteen Perches; which said last-mentioned Pieces of Land, with their Appurtenances, were thereby conveyed unto the said *George Anderson*, *George Pemberton*, and *William Allwood Lord*, their Heirs and Assigns, to the Uses declared in and by the said Indenture of Settlement of the Third Day of *June* One thousand eight hundred and nine: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-fourth and Twenty-fifth Days of *March* One thousand eight hundred and fifteen, the Release made between *Edward Brocksopp*, *Lydia Brocksopp*, and *William Webster*, of the First Part, *Humphrey Cope Brocksopp* of the Second Part, and the said *Richard Clay* of the Third Part, all those several Closes, Pieces, or Parcels of Land situate at *Hill* in the Liberty of *Tupton* in the Parish of *Northwingfield* aforesaid, known by the Names and containing the Quantities following (were the same more or less); that is to say, the *Langborough*, Five Acres and Two Roods; the *Pingle*, Two Acres and Thirty-five Perches; the *Two Lands*, otherwise *Wren Park*, then in Two Pieces, one of the said Pieces containing One Rood and Thirty-one Perches, and the other One Acre One Rood and Thirty Perches, were, in consideration of a Sum of Four hundred Pounds Purchase Money paid for the same by the said *Richard Clay* as therein mentioned, conveyed and assured unto and to the Use of the said *Richard Clay*, his Heirs and Assigns: And whereas the said *Richard Clay* made and published his last Will and Testament, in Writing, bearing Date the Seventh Day of *August* One thousand eight hundred and thirty-five, and executed in the Presence of and attested by Three Witnesses; and thereby, after charging certain Annuities on his Hereditaments in the County of *Middlesex*, and devising the same as therein expressed, he devised all his Hereditaments situate at *Stansted* in the County of *Hertford*, and the Lands and Hereditaments situate at *Ankerbold*, and at or near the *Hill* aforesaid, which he had purchased of *William Wilson*, *Joseph Pearson*, and *Joseph Butler*, or his Trustees, and also all such Lands and Hereditaments in the Township aforesaid, or elsewhere in the Parish of *Northwingfield* aforesaid, as he the Testator had Power to dispose of by that his Will, with the Appurtenances, unto *Thomas Clay* of *Doughty Street* in the County of *Middlesex*, Merchant, his Heirs and Assigns, upon Trust that he the said *Thomas Clay*, his Heirs or Assigns, should permit his the Testator's Son, *Frederick Lord Clay*, to receive the yearly Rents and Profits of the said Lands and Hereditaments for his own Use during his Life, and after his Decease then upon Trust that he the said *Thomas Clay*, his Heirs and Assigns, should convey and assure the said Lands and Hereditaments situate at *Stansted* aforesaid, and also the said Lands and Hereditaments purchased by him the Testator of the said *William Wilson*, *Joseph Pearson*, and *Joseph Butler*, or his Trustees, and also the said Lands and Hereditaments in the Township of *Tupton* aforesaid, or elsewhere in the Parish of *Northwingfield* aforesaid, with the Appurtenances, unto *Richard Clay*, the Son of the said *Frederick Lord Clay*, his Heirs and Assigns, and he devised the same Lands and Hereditaments unto the said *Richard Clay*, his Heirs and Assigns, accordingly: And whereas the said Testator died without having revoked or altered his said Will, except by a Codicil which related
only

only to Part of his Personal Estate, and the said Will and Codicil were proved on the Twenty-sixth Day of *May* One thousand eight hundred and thirty-six, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *George Anderson* died on or about the Tenth Day of *September* One thousand eight hundred and thirty-one, and the said *William Allwood Lord* died on or about the Twenty-seventh Day of *December* One thousand eight hundred and eighteen: And whereas by Indentures of Lease and Release, bearing Date respectively the Twentieth and Twenty-first Days of *October* One thousand eight hundred and thirty-seven, and made between the said *George Pemberton* of the one Part, and the said *Frederick Lord Clay* of the other Part, after reciting the herein-before recited Indenture of Settlement, and reciting the Death of the said *Penelope Clay*, and reciting the herein-before recited Exchange, and reciting that the said *George Anderson* and *William Allwood Lord* had departed this Life, leaving the said *George Pemberton* sole Trustee them surviving; and reciting that the said *Richard Clay* (the Father of the said *Frederick Lord Clay*) departed this Life on or about the Twenty-fifth Day of *March* One thousand eight hundred and thirty-six, leaving the said *Frederick Lord Clay*, his only Child by the said *Penelope Clay*, him surviving, by which the said *Frederick Lord Clay* was entitled to take Conveyance of the Fee Simple and Inheritance of and in the Hereditaments in the said Deed of Settlement contained from the said *George Pemberton*; it was therefore witnessed that, in pursuance of the Trusts in the said Deed of Settlement contained, he the said *George Pemberton* did convey unto the said *Frederick Lord Clay*, his Heirs and Assigns, all the Hereditaments in the said Deed of Settlement described, except such Parts thereof as were conveyed by the said Deed of Exchange, and also all the Closes or Parcels of Land received in Exchange for the Closes or Parcels of Land conveyed by the said Deed of Exchange, or that might be by any means vested in the said *George Pemberton*, as surviving Trustee under the said Settlement, with the Appurtenances, to hold the Premises, with the Appurtenances, unto and to the Use of the said *Frederick Lord Clay*, his Heirs and Assigns for ever: And whereas by a Deed Poll, dated the Fourteenth Day of *September* One thousand eight hundred and thirty-eight, the said *Thomas Clay* disclaimed all the Trusts and Devises contained in the said Will: And whereas the said *Richard Clay* the Son is an Infant of the Age of Six Years or thereabouts: And whereas a Portion, amounting to Three Acres Three Roods and Twenty-eight Perches, or thereabouts, of the said Hereditaments, which were purchased by the said Testator from *Joseph Butler* or his Trustees, as stated in the said Will, have been purchased by the *North Midland Railway Company*, under the Powers of an Act of Parliament by which the said Company were incorporated, but the Conveyance to them of the Hereditaments so purchased does not include the Coal, Ironstone, and other Minerals in or under the same: And whereas there are within and under the Hereditaments in the County of *Derby*, of or to which the said Testator was seised or entitled in Fee Simple at the Date of his said Will, Mines of Coal and other Minerals of great Value, which have not been opened or worked, and there are also within and under the Hereditaments which by virtue of the herein-before recited Settlement

Conveyance from *George Pemberton*, the surviving Trustee, to *Frederick Lord Clay*, dated 20th and 21st Oct. 1837.

Disclaimer by *Thomas Clay*, dated 14th Sept. 1838.

[Private.]

ment and Exchange became subject to the Uses of the said Settlement, and were afterwards conveyed to the said *Frederick Lord Clay*, his Heirs and Assigns, as herein-before stated, Mines of Coal and other Minerals of great Value, which have not hitherto been opened or worked: And whereas it would be greatly to the Advantage of the said *Frederick Lord Clay*, and of his said Son *Richard Clay*, so far as he is interested in the said Hereditaments or any of them, if the said Mines were opened and worked: And whereas the said recited Will does not contain any Power of granting Leases: And whereas it would be for the Benefit of the said *Frederick Lord Clay*, and of his said Son *Richard Clay*, if Powers were given of opening and working Mines in or upon the Estates in the County of *Derby* which are subject to the Uses of the said Will, and of disposing of the Minerals in or under the Hereditaments purchased as aforesaid by the *North Midland Railway Company*, and of demising for any Term or Terms of Years, or of absolutely selling and conveying, or otherwise disposing of such Mines or Minerals, or any Part thereof, and of granting such Powers and Privileges as are usually granted or contained in the Leases or Conveyances for Mining Purposes, and of granting Leases of such Parts of the Surface of the said Hereditaments as may be necessary for the said Purposes: And whereas Doubts have arisen as to whether, in consequence of the Will of the said *Richard Clay* herein-before recited the said *Frederick Lord Clay* has such an Estate as would enable him to open and work Mines in or upon the Estates which became subject to the Uses of the said Settlement, and which have been conveyed as aforesaid to the said *Frederick Lord Clay*, his Heirs and Assigns, and of disposing of the Minerals in or under the same, and of demising, selling, conveying, or otherwise disposing of such Mines or Minerals, and of granting Powers and Privileges applicable thereto, and of granting Leases of the Surface of the same Hereditaments, or any Part thereof, for the Purposes aforesaid; and it is expedient that such Powers as aforesaid, should be given, not only with respect to the Hereditaments in the County of *Derby*, of which the said *Richard Clay* the Testator was seised or entitled in Fee Simple as aforesaid, but also with respect to the said Hereditaments which at the Date of his Will were subject to the Uses of the said Settlement: And whereas the several Purposes aforesaid cannot be carried into effect without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject, the said *Frederick Lord Clay*, on behalf of himself, and on behalf of his infant Son the said *Richard Clay*, 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, That in the Construction of this Act (except when the Nature of the Provision or the Context of the Act shall exclude such Construction) Words importing the Masculine Gender shall extend and be applied to Females as well as Males, and Words importing the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing, and Words importing the Plural Number only shall extend and be applied to one Person or Thing as well as to several

Import of
certain
Words in
this Act.

several Persons or Things; and the Word "Mines" shall extend to and be construed to mean Mines, Delphs, Quarries, Beds, Coals, Veins, and Seams of Coal, Cannel, Culm, Ironstone, Iron Ore and other Ore, Limestone and other Stone, Slate, Clay, Earth, and all other Metals, Minerals, and Substances; and the Word "Minerals" shall extend to and be construed to mean Coal, Cannel, Culm, Ironstone, Iron Ore and other Ore, Limestone and other Stone, Slate, Clay, Earth, and all other Metals, Minerals, and Substances.

II. And be it further enacted, That it shall be lawful for the said *Frederick Lord Clay* during his Life, and after the Decease of the said *Frederick Lord Clay*, and during the Minority of the said *Richard Clay* his Son, for the Guardians of the said *Richard Clay*, by Indenture to be sealed and delivered in the Presence of One or more than One Witness, and either referring or not referring to this present Power, from Time to Time to grant, demise, or lease all or any of the Mines or Minerals lying or being within, under, or upon all or any of the Lands, Grounds, and Hereditaments specified in the First and Second Schedules to this Act annexed, and either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and being on or forming Parts of the Surface of any of the Lands specified in the said First Schedule, unto any Persons, for any Term or Number of Years or other Estate, to take effect in Possession, and not in Reversion or by way of future Interest; and in and by every or any such Demise or Lease to give, grant, and demise to the Grantees or Lessees to be therein named, their Executors, Administrators, and Assigns, full and free Liberty, Licence, Power, and Authority to dig, search for, take, get, use, burn, smelt, manufacture, and dispose of all such Minerals and Substances as shall be found within or upon the Mines thereby to be granted or demised, or in working or mining the same, and to dig, sink, win, work, make, and maintain such Pits, Groves, Shafts, Tunnels, Drifts, Trenches, Sluices, Way Gates, Water Gates, Watercourses, and subterraneous Works in, through, across, and under the Lands, Grounds, and Hereditaments described in the said Two Schedules, or any of such Lands and Grounds; and to make, erect, set up, and work, use, occupy, maintain, and amend, such Furnaces, Lime Kilns, Brick Kilns, Tile Kilns, Fire Engines, Steam Engines, and other Engines and Machinery, Collieries, and other Works or Contrivances, as shall be deemed necessary or convenient for finding, discovering, winning, working, procuring, or conveying, burning, smelting, or manufacturing such Minerals as aforesaid within, out of, and from the said Mines, and for making, burning, and manufacturing Coke, Lime, Bricks, and Tiles, as well for Sale as for the Use of any such Furnaces and Works or otherwise, and for bringing and carrying Water for working the said Machinery, Collieries, and other Works, and for avoiding and carrying away Water, foul Air, and Stench from and out of the said Mines and Works respectively, and for effectually ventilating the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining or other Mines; and also full and free Liberty, Licence, Power, and Authority to take and use, in or upon the Lands

Power to grant Leases of Mines or Minerals in the Lands comprised in the First and Second Schedules.

or

or Grounds specified in the said First Schedule, Ground Room, Heap Room, and Pit Room, for bringing to Bank, stacking, depositing, laying, placing, converting, smelting, calcining, working, and manufacturing of the Minerals, Earth, Rubbish, and Substances which shall from Time to Time proceed from or be wrought, dug, or gotten out of the said Mines and Works respectively, or from or out of any Furnaces, Lime Kilns, Brick Kilns, Tile Kilns, Manufactories, Works, or Collieries to be erected, set up, or made as aforesaid; and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and maintain, and hold, occupy, and enjoy, in any convenient Places, on any Parts of the Hereditaments comprised in the said First Schedule, all such Houses, Cottages,hovels, Lodges, Store Rooms, Heap Rooms, Coke Hearths, Engine Houses, Sheds, Stables, or other Buildings, Walls, Fences, Blast and other Furnaces, Steam and other Engines and Machinery, Collieries, Lime Kilns, Brick Kilns, and other Works, with such Yards, Gardens, Curtilages, Store Yards, and Places, to be annexed to or enjoyed with such Houses, Cottages, and other Buildings, as shall from Time to Time be needful or desirable for more conveniently enjoying and working the said Mines and Works respectively, or for the Habitation or Convenience of Workmen and others engaged in or upon such Mines and other Works, and for the Accommodation of Horses and other Cattle employed in or about the said Mines and Works, or for storing, standing, laying, or placing Utensils or Implements, Minerals or Produce, to be respectively employed or used or gotten in or about the same, and to dig and get Limestone and other Stones, Peat, Clay, Sand, Gravel, and Spar and other Materials for erecting, building, making, and repairing such Houses, Hovels, Sheds, Furnaces, Engines, or other Buildings, Walls, and Fences as aforesaid, or any of them, or any of the Ways and Roads herein-after referred to; and also full Licence, Power, and Authority to and for such Grantees or Lessees to have, use, and take (without Injury or Prejudice to the Rights of other Parties) all or any of the Water flowing or being, or which shall or may flow or be made to flow or be collected near to, or in, upon, or over all or any of the said Hereditaments, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purposes connected with the beneficial working of the said Mines; and also, subject as aforesaid, to make, have, use, and enjoy such Way Leaves, Roads, Watercourses, and other Easements and Privileges, in, upon, out of, or over all or any Parts of the said Hereditaments specified in the said First Schedule as will render the Occupation and working of the said Mines, and the Deposit, Manufacture, Sale, and Carriage of the said Coal, Ironstone, Minerals, and Substances, advantageous and convenient, or as may be necessary for conducting Water to or from such Mines or Works, or any of them; and to make, construct, set up, and maintain such Gates, Hedges, Mounds, Embankments, or other Fences as shall or may be proper and sufficient for separating and fencing off such Railways, Tramroads, or Watercourses from the Lands or Grounds adjoining thereto; and all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall or may be deemed necessary or convenient for working, winning, obtaining, or manu-

facturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Mines and Minerals to be granted, demised, or leased, or obtained as aforesaid, or for any Purpose, Matter, or Thing connected therewith or relating thereto, or as are usual or customary in the Neighbourhood in which any of such Mines shall respectively lie, or shall or may be reasonably agreed upon with or required by any such Grantees or Lessees as aforesaid; and also full and free Liberty, Power, and Authority from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Rails, Railways, Waggonways, Weighing Machines, and other Machinery which shall have been set up by such Grantees or Lessees; or with such of the same Powers and Privileges as the Person making such Grant, Demise, or Lease shall deem it necessary or expedient to give or grant; so that upon every such Grant, Demise, or Lease there be reserved and made payable, yearly or oftener, during the Continuance of the same Grant, Demise, Lease, or Grant, in respect of Lands or Tenements forming Part of the Surface of the said Hereditaments, the best and most improved yearly Rents, payable in net Money, by quarterly or other Payments, and in respect of the said Mines or Minerals, Powers and Privileges, the best or most improved yearly or other Rents, either in Money or in Tolls, Duties, Royalties, and Revenues, or partly in Money and partly in Tolls, Duties, Royalties, and Revenues, and by the Acre or by the Ton, or otherwise, and to be paid or rendered yearly or oftener, as may be agreed upon, that can, under the Circumstances of the Case, be reasonably had or obtained for or in respect of the said Mines, Minerals, Powers, and Privileges; but as to all such Grants, Demises, or Leases, without taking any Fine or Foregift, or any thing in the Nature of a Fine or Foregift, in respect of the making thereof; and so that in every such Grant, Demise, or Lease there be contained a Clause of Re-entry, or Power to determine the same, in case the Rents, Monies, Tolls, Duties, Royalties, or Reservations thereby respectively reserved, or any of them, or any Part thereof, shall be behind and unpaid by any Space not exceeding Sixty Days after the Times to be appointed for Payment thereof, and such other Clauses or Powers of Re-entry, or for Determination of any such Grant, Lease, or Demise, as may be mutually agreed upon between the Grantors and Grantees or Lessors and Lessees respectively; and so that the Grant, Demise, or Lease of the Surface of all Lands or Grounds to be granted or leased by virtue of this Act, or to be given up or used for the Purpose of Way Leaves, Railways, Tramroads, or Watercourses on the Surface, shall cease with the Grant, Demise, or Lease of the same Mines or Mineral Property in respect of or for the Purposes of which such Lands or Tenements shall be granted or demised; and so that the Grantees or Lessees to whom any such Grant, Demise, or Lease shall be made as aforesaid shall, within One Year from the Date of the same Grant, Demise, or Lease, seal and deliver a Counterpart thereof; and so that in every Grant, Demise, or Lease of any Mines or Mineral Property there shall be contained a Covenant on the Part of the Grantees or Lessees, their Executors, Administrators, and Assigns, to work the same Mines and Minerals in a due and proper Manner, and without any voluntary Intermission or unnecessary Loss of Time, and to render the same as productive

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of Rent or Royalty, or both, as Circumstances will permit; and for rendering and paying the Rents or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable; and also a Covenant or Proviso on the Part of the Grantees or Lessees, their Executors, Administrators, and Assigns; that it shall be lawful to and for the Grantor or Lessor, or the Owner of the Inheritance of the said Hereditaments for the Time being, if he should think fit so to do, at the Expiration or other sooner Determination of the Term of Years or Estate to be granted by such Grant, Demise, or Lease, on giving Six Months previous Notice in Writing of his Intention so to do, to purchase all or any of the Steam or other Engines, Rails, Railways, Tools, Implements, and Utensils, used or employed by such Grantees or Lessees, their Executors, Administrators, or Assigns, and which shall at the Time of giving any such Notice be in, upon, or about the Premises to them granted, demised, or leased in or by such Grant, Demise, or Lease, at a Valuation to be made by Three indifferent Persons, or any Two of them, to be chosen within such Period as by such Grant, Demise, or Lease shall be fixed, one of them by the Person so intending to purchase, another by the Grantees or Lessees, their Executors, Administrators, or Assigns, and the third by the said Two first chosen before they shall enter upon the Valuation, with such Provision in case of the Refusal or Omission of either Party to name an Arbitrator or Valuer, or of the Omission or Refusal to make an Award within a Time to be limited by such Grant, Demise, or Lease, and for giving full Effect to the Submission to Arbitration or Valuation as shall be agreed upon between the Parties to any such Lease; and so that in every such Grant, Demise, or Lease comprising any Lands or Grounds there be contained a Covenant on the Part of the Grantees or Lessees, their Executors, Administrators, and Assigns, to cultivate, manage, and improve or occupy the said Lands and Grounds according to the Purpose for which they shall be granted, demised, or leased, according to the best Rules of good Management; and that it shall be lawful, in and by any such Grant, Demise, or Lease of Mines or Minerals, to reserve any annual Sum of Money by way of Mine Rent; and also in case it shall appear, at the Expiration of any Year, or other Period to be agreed on and specified, upon the Calculation of the Extent to which the working of Mines to be thereby granted or demised shall then have actually proceeded, that the said Mines or Minerals shall have been worked or gotten (the Extent of the working of such Mines, if more than One be thereby granted, to be computed from any Average to be agreed upon, and to be therein specified,) out of or from any greater Quantity or Extent of the Surface of any Lands than such proportionate Quantity or Extent of Lands in the whole as shall be therein specified in superficial Measure, for each and every Year elapsed previously to the Time of making such Calculation as aforesaid, then and in every such Case (over and besides the yearly Sum by way of Mine Rent to be reserved as aforesaid) an additional Mine Rent for each and every Statute Acre in superficial Measure, and so in proportion for any less Quantity than a Statute Acre, of the Surface of any Lands out of or from which the said Mines and Minerals shall have been so worked or gotten as aforesaid, over and above such

such proportionate Quantity or Extent in the whole of the said Lands as shall so as aforesaid be specified in superficial Measure for each and every Year, or other specified Period of Time, previously to the Time of making such Calculations as aforesaid, the said additional Mine Rent to be payable upon such Day or Days in every Year wherein such additional Mine Rent shall actually arise or accrue as shall be therein specified; with a Proviso that when and so often as any additional Mine Rent shall have become due, in consequence of Minerals having been worked or gotten out of or from any surplus Quantity of any Lands exceeding the Quantity to be in that Behalf specified as aforesaid for each and every Year, or such specified Period as aforesaid, previously elapsed as aforesaid, and the same shall have actually been paid by the Grantees or Lessees, their Executors, Administrators, or Assigns, in pursuance of the Reservation aforesaid, then and thenceforth, and so often as the Case shall arise, the surplus Quantity of the said Lands, in respect of which such additional Mine Rent shall have so arisen and been actually paid as aforesaid, shall not, in any future Calculation to be made for the Purpose of ascertaining whether any additional Mine Rent shall have again become due, be again brought into consideration, so as to render any future Mine Rent again payable for or in respect of the same; and with a Proviso also (if it shall be so agreed) that when and so soon as any specified Sum shall have been paid in respect of each Acre or Proportion of an Acre of superficial Measure, the Minerals in or under which shall be so granted or demised, thenceforth all further Payments of Rent, Royalties, Tolls, or Duties in respect of the same shall cease, whether all the Minerals in or under the same, thereby granted or demised, shall or shall not have been worked out; and so that every or any such Grant, Demise, or Lease shall and may contain such other Covenants, Clauses, Conditions, Stipulations, Provisoes, and Agreements as shall be mutually agreed upon between and by the Grantors and Grantees, or Lessors and Lessees, and shall not be inconsistent with or tend to defeat the Operation and Effect of all or any of the Covenants, Provisoes, Conditions, and Agreements in and by this Act directed to be inserted therein; and in such Grants, Demises, or Leases respectively there may be inserted all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to the Parties making or executing any such Grants, Demises, or Leases to be reasonable and proper.

III. And be it further enacted, That the Receipt of the Person making every or any such Grant or Lease as aforesaid, indorsed on such Grant or Lease, acknowledging that he has received such Counterpart or Duplicate thereof as is hereby required to be executed of such Grant or Lease, shall, in favour of the Grantees or Lessees, and of all Persons claiming under them, be full and conclusive Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

Receipt by Lessor of Counterpart Lease to be Evidence of Execution thereof.

IV. Provided also, and be it further enacted, That with respect to the Powers and Privileges to be granted by virtue of this Act, of sinking Pits, erecting and making Engine-houses, Cottages, Buildings,

Powers hereby granted with respect to Works on

the Surface
to be with-
out Prejudice
to Lease to
John Cutts.

ings, Roads, Ways, and other Conveniences in or upon the Surface of the Hereditaments specified in the said First Schedule, or of demising any Part of such Surface, such Powers and Privileges, Grants or Demises, shall only be so granted and made subject and without Prejudice to a Lease under which *John Cutts of Northwingfield* aforesaid, Gentleman, holds the Surface of the same Hereditaments, and shall only be exercised during the Continuance of such Lease, upon such Terms as the Grantees or Lessees under the Provisions of this Act, and the said *John Cutts*, his Executors, Administrators, or Assigns, shall mutually agree upon, but so that such Terms be not contrary to or do not in any Manner interfere with the Clauses, Stipulations, and Agreements contained in the said Lease, or the Provisions of this Act; and this Proviso shall not otherwise restrict the making of Grants or Leases for the Purposes aforesaid of the Surface of the same Hereditaments.

Power for
Lessors to
accept Sur-
renders of
Leases, and
to apportion
Rents when
Part of the
Lands are
surrendered.

V. And be it further enacted, That it shall be lawful for the Person for the Time being authorized by this Act to make Grants or Leases at any Time to accept or authorize a Surrender of all or any of the Hereditaments comprised in any Grant or Lease which may have been granted after the passing of this Act, and upon or after any such Surrender to make Grants or Leases, under the Powers and Authorities herein-before contained, of the Mines, Minerals, Lands, Buildings, or other Hereditaments so to be surrendered, or any Part thereof, either alone or together with any Part of the Mines, Minerals, Buildings, Lands, and Grounds which are hereby authorized to be granted or leased as aforesaid, making such Allowance or Remuneration, by way of annual Charge upon the Premises so surrendered, or other the Premises hereby authorized to be granted or demised, or any of them, to the Persons surrendering the same, in regulating the Terms upon which new Grants or Leases shall be granted, either to the Person surrendering, or to any other Person, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as the Person making such Grant or Lease shall think reasonable; and also, that if Possession of the Hereditaments comprised in any Grant or Lease to be made and executed pursuant to this Act, or any Part thereof, shall be resumed, or the same Hereditaments shall be entered into or recovered under or by virtue of any Condition of Re-entry in such Grant or Lease contained, or otherwise, then and in every such Case it shall be lawful for the Person for the Time being authorized by this Act to make Grants or Leases under the Powers and Authorities herein-before contained, in the same Manner as if no Grant or Lease thereof had been previously made; and that it shall be lawful to apportion the Rents or Payments to be reserved as aforesaid, in case it shall be deemed expedient to apportion the Hereditaments which shall have been comprised in One Grant or Demise, or to surrender a Part only of the Hereditaments comprised in any Lease or Grant; and in such Case the Provisions for enforcing Payment of Rents or Payments, and the Provision for Re-entry, and all other Provisions which shall have been contained in any Surrender, Grant, or Lease, shall continue in force with respect to the Hereditaments not surrendered, and to the Recovery of the apportioned Rents or Payments which shall

shall thenceforth be payable in respect of the Hereditaments not surrendered, and to the Recovery thereof, and to the Re-entry upon and Resumption of such Hereditaments in case of Default being made in performing the Covenants and Conditions applicable thereto.

VI. And be it further enacted, That it shall be lawful for the Person for the Time being authorized by this Act to make Grants or Leases (if he shall think fit so to do) to confirm any Grant or Lease to be granted by virtue of this Act, in any Case in which, for some technical Error or Informality in granting or executing the same, such Grant or Lease shall be void or voidable, or to make any Grant or Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Grant or Lease, for any Term or Estate not exceeding the then Residue of the Term or Estate granted or purported to be granted by such void or voidable Grant or Lease, at and under the same Rent or Payment as, or at a larger Rent or Payment than, was reserved in such void or voidable Grant or Lease, but so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Grant or Lease.

For Remedy
of any tech-
nical Errors
in Leases.

VII. Provided always, and be it further enacted, That the Rents, Tolls, Duties, Royalties, Reservations, and Payments to be reserved and made payable in respect of Mines or Minerals, upon every Grant or Lease to be granted under the Authority of this Act, shall from Time to Time, during the joint Lives of the said *Frederick Lord Clay* and *Richard Clay* the Son, be received by *William Drabble* of *Chesterfield* in the County of *Derby*, Gentleman, and *Charles Parker* of *Lincoln's Inn Fields* in the County of *Middlesex*, Gentleman, and the Survivor of them, and the Executors or Administrators of such Survivor (as Trustees), or other the Trustees or Trustee for the Time being acting in the Execution of the Trusts and Powers hereby created, instead of by the said *Frederick Lord Clay*; and the said Trustees and each of them shall have such and the same Powers and Remedies for recovering and enforcing the Payment of the same Rents, Tolls, Duties, Royalties, Reservations, and Payments, by Distress or Action, as the said *Frederick Lord Clay* would legally have if this present Provision had not been inserted in this Act; and the Receipt of the said Trustees, or any surviving Trustee, or of the Executors or Administrators of any last acting Trustee, or their or his Agent respectively duly authorized in Writing, and such Receipts only, shall from Time to Time be sufficient Discharges to the Grantees or Lessees, or their Executors, Administrators, or Assigns, for the said Rents, Tolls, Duties, Royalties, Reservations, and Payments, or for so much thereof as in such Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the said *Frederick Lord Clay* to re-enter on the Premises to be granted, demised by any such Grant or Demise, by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Rents to be
received by
Trustees.

[Private.]

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VIII. And

Trustees to pay Three Fourths of the Rents, after deducting Expences, into the Court of Chancery, ex parte Clay's Mine Account; the remaining One Fourth to be paid to F. L. Clay for Life.

VIII. And be it further enacted, That the Trustees for the Time being, acting in the Execution of the Trusts and Powers hereby created, shall stand and be possessed of and interested in the Rents, Tolls, Duties, Royalties, Reservations, and Payments so to be received by them as aforesaid upon the Trusts following; (that is to say,) upon Trust, from Time to Time, during such Time as the same shall be payable to them as herein-before provided, to pay Three equal Fourth Parts of the Rents, Tolls, Duties, Royalties, Reservations, and Payments, to be reserved on any such Grant or Lease in respect of Mines or Minerals, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account to be entitled "*Ex parte Clay's Mine Account*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty King *George* the Second, Chapter Twenty-four; and the Receipt of any Cashier of the Bank of *England* for the said Three Fourth Parts, and the Certificate of the said Accountant General annexed to the same, and filed in the Register Office of the said Court of Chancery, shall be an effectual and conclusive Discharge to the Persons paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate and Receipt as aforesaid, the Trustees respectively acting under this Act, their and each of their Executors or Administrators, shall not be answerable for the Misapplication or Nonapplication or be liable to see to the Application of such Money, or any Part thereof; and as to the remaining One equal Fourth Part of the said Rents, Tolls, Duties, Royalties, Reservations, and Payments so to be received by the said Trustees as aforesaid, upon Trust, during the Life of the said *Frederick Lord Clay*, and up to the Day of his Death, to pay the same Fourth Part to him, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit, after deducting and retaining out of such Three Fourth Parts as aforesaid all such Costs or Charges (if any) as the said Trustees shall have incurred in or about the Recovery or Receipt of the said entire Rents, Tolls, Duties, Royalties, Reservations, and Payments.

For Investment of the Money paid into Court in Purchase of Estates, or in discharging Incumbrances on the Property.

IX. And be it further enacted, That upon a Petition to be preferred to the said Court in a summary Way by the said *Frederick Lord Clay*, or his Attorney duly authorized, or by the Guardians of the said *Richard Clay* the Son during his Minority, or by any other Person interested in the said Hereditaments, or by the Trustees acting under this Act, it shall be lawful for the said Court of Chancery, and the same Court is hereby required to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, to be from Time to Time laid out in such Manner as the said Court of Chancery shall direct in the Purchase or Redemption of Land Tax, or in or towards the

the Discharge of any Debts or other Incumbrances affecting all or any Part of the Hereditaments and Premises comprised in the said First Schedule to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Tenements, Lands, or Hereditaments in *England* or *Wales*, whereof the Copyhold shall not exceed One Sixth Part in proportion to the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, Tithes, and other Outgoings of that Nature); and the same Hereditaments shall, immediately after the Purchase thereof, be settled and assured to the Use of the said *Frederick Lord Clay*, if living, during his Life, and subject to such Estate to the Use of the said *Richard Clay* the Son, his Heirs and Assigns.

X. Provided always, and be it further enacted, That all Monies which, pursuant to the Direction herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences, according to the Provisions herein contained, shall in the meantime, and until such Monies shall be applied, or be invested or laid out, in or for all or any of the Purposes aforesaid, be from Time to Time laid out, by the Accountant General of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills; and the Interest arising from the Monies so laid out in the Purchase of Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they shall respectively be paid off by Government, shall from Time to Time be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and that in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for completing any such Purchases as aforesaid; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person as would have for the Time being been entitled to receive the Rents and Profits of the Lands directed to be purchased, in case the same had then been purchased pursuant to this Act, or to the Representatives of such Person.

For Invest-
ment of the
Money until
Purchases
are made.

XI. Provided always, and be it further enacted, That in case the said Hereditaments in the said First Schedule shall have become vested

If Lands be-
come vested
in F. L. Clay

in Fee, Pro-
visions as to
the Invest-
ment of Mo-
nies to cease.

vested in Fee Simple in the said *Frederick Lord Clay*, his Heirs or Assigns, by Devise from the said *Richard Clay* the Son, or by Descent, the Provisions and Restrictions herein-before contained respecting the Investment of the said Monies shall cease, and the said Court shall be at liberty to direct the said Monies and Funds which shall be then standing to the Credit of the said Account to be paid and transferred to the said *Frederick Lord Clay*, his Executors, Administrators, or Assigns; and the said Trustees or Trustee shall pay to him or them such Monies as, after deducting all Costs, Charges, and Expences, as provided by this Act, shall remain in the Hands of such Trustees or Trustee; and all such Hereditaments as shall have been purchased pursuant to the Provision herein-before contained shall thenceforth be and remain to the Use of the said *Frederick Lord Clay*, his Heirs or Assigns.

Power for
the Court to
make Order
as to Costs.

XII. And be it further enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for allowing, taxing, and settling all Costs, Charges, and Expences which shall be from Time to Time incurred in the applying for, obtaining, and passing of this Act, and in the Proceedings preparatory to the same, whether in the said Court of Chancery or otherwise, together with Interest on such Monies as may have been or shall be advanced or subscribed by any Persons for or towards the raising and providing of the said Costs, and in making the several Applications to the said Court of Chancery in pursuance of this Act, and in making or completing the Grants, Demises, or Leases hereby authorized to be granted or made, and in surveying and measuring the said Mines and Hereditaments to be comprised in any such Grants, Demises, or Leases respectively, and in or about the doing or executing other Acts, Matters, and Things preliminary to the making or granting such Demises, Leases, or Grants, and in ascertaining from Time to Time the Quantities and Amount of Minerals to be worked, dug, or gotten by virtue of such Mining Leases, Grants, or Demises, and in paying into the Bank of *England* as aforesaid such Monies as are herein-before directed to be paid in, and in taking the said Monies out of the Bank, and discharging such Incumbrances, renewing such Leases, Demises, or Grants, or investing the aforesaid Monies or any of them in the Purchase of such Manors, Messuages, Tenements, Lands, and Hereditaments as aforesaid, and in investigating the Title of the same, or otherwise in carrying the Trusts and Purposes of this Act into execution; and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies so to be paid into the Bank, or out of the Monies arising by Sale of the Navy, Victualling, or Exchequer Bills so to be purchased as aforesaid.

Reservation
of Rents of
the Surface
Lands.

XIII. And be it further enacted, That the Rents and Profits which shall arise in respect of any Part of the Surface of the said Hereditaments which shall be demised by virtue of this Act, and in respect of which any annual Rent shall be reserved distinct from the

Reservations in respect of Mines or Minerals, but not otherwise, shall (without Prejudice to the Interests as aforesaid of the said *John Cutts* during the Continuance of his Lease) belong to the said *Frederick Lord Clay* during his Life, and after his Decease shall, during the Minority of the said *Richard Clay* the Son, be received and applied for his Benefit by his Guardians.

XIV. Provided always, and be it further enacted, That if the said *William Drabble* and *Charles Parker*, or either of them, or any future Trustees who shall succeed or who shall be appointed in the Place or Stead of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from, or shall refuse or decline or become incapable to act in the Trusts or Powers hereby vested or reposed in them, before the said Trusts or Powers shall be fully executed or performed, then, and so often as any such Case shall happen, it shall be lawful for the said High Court of Chancery, in a summary Way, upon the Petition of the said *Frederick Lord Clay*, or his Attorney, or the Guardians of the said *Richard Clay*, or any acting or capable Trustee for the Time being, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition to be a Trustee or Trustees in the Place of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid; and every new Trustee to be appointed as aforesaid, and his Executors or Administrators, shall and may act in the Execution of the Powers of this Act, and shall have and shall be and is and are hereby invested with all the Powers and Authorities herein-before given to Trustees, in such and the same Manner as if such new Trustee had been appointed a Trustee by this Act.

Clause for appointing new Trustees.

XV. Provided also, and be it further enacted, That the Trustees acting under this Act, and their respective Heirs, Executors, Administrators, and Assigns, and each and every of them, shall be charged and chargeable for such Monies, Royalties, and Payments only as they respectively shall actually receive by virtue of the Trusts, Powers, and Provisions of this Act; and also that it shall be lawful for them respectively, with or out of the Monies which shall come to their respective Hands by virtue of this Act, to retain and reimburse themselves respectively, and also to allow to each of them all Costs, Charges, Damages, and Expences which they or any of them shall or may suffer, sustain, expend, disburse, be at or be put unto in or about the Execution of this Act, or in relation thereto.

Indemnity to Trustees.

For their Reimbursement.

XVI. 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 and Successors, Executors, Administrators, and Assigns, other than and except the said *Frederick Lord Clay* and his Assigns, and the said *Richard Clay* the Son, his Heirs, Executors, Administrators, and Assigns, all such Estate, Right, Title, or Interest of, in, to, or out of the said Hereditaments, Mines, Minerals, and Premises, intended to be affected by this Act, or any of them, or any Part or Parts thereof, as they or any of them

General Saving.

[Private.]

had before the passing of this Act, or could or might have enjoyed in case this Act had not been made.

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

XVII. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty, duly authorized to print the Statutes of the United Kingdom; and a Copy thereof, printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULES.

The FIRST SCHEDULE to which the foregoing Act refers.

	A.	R.	P.
Rye Croft and Hovel	2	0	15
Coach Road and Plantation	0	0	28
Little Cliff and Cross Langbro'	8	2	2
Plantation	0	0	11
New Close	3	1	38
Part of Plantation	0	3	5
Plantation	0	0	11
Little Fauding and Part of Hodgegreave	6	0	32
Dumble Plantation 1 A. 0 R. 39 P., Lower Pond 0 A. 0 R. 27 P., and Upper Pond 12 Perches	1	1	38
Plantation	1	1	13
Filbert Plantation	1	1	14
Plantation	2	0	1
House, Outbuildings, Yards, Garden, Stack-yard, Orchard, and Shrubbery	3	0	13
Well Plantation	0	0	1
Part of Little Wood, Well Close, Great Cliff, Upper Langbro', and Gilling Acre	19	3	14
Plantation	0	0	11
Plantation (Encroachment from Road)	0	0	14
Kiln Croft and Wood Close 9 A. 0 R. 4 P., Cottage and Garden 8 Perches	9	0	12
Part of Hagg Cliff	8	0	10
Plantation	0	0	11
Plantation 3 R. 38 P., Cottage and Pig Cote 2 Perches	1	0	0
Part of Plantation	0	1	4
Part of Hagg Cliff	0	0	21
Part of Hodge Greave	2	1	18
Part of Ditto	1	1	27
Part of Hagg Cliff	0	0	3
Part of Brocksopp's Langbro'	4	1	15
Part of Ditto	1	1	1
Part of Plantation	0	0	6
Pingle and Part of Bramley's Close	3	1	22
Part of Bramley's Close and Part of Plantation, 22 Perches	0	2	34
Pond	1	0	23
Part of Plantation	0	3	11
Part of Blake Lands, Little Langbro', and Part of Great Langbro', and Part of Plantation, 6 Perches	7	0	11
Bit within Sir H. Hunloke's Property	0	0	7
Pingle	2	0	25
Caudle Flat	1	3	18
Near and Far Wood 9 A. 3 R. 10 P., Pond 13 Perches	9	3	23
Part of Croft below the House	0	0	30

Joseph Gratton.

The

The SECOND SCHEDULE to which the foregoing Act refers.

	A.	R.	P.
Little Pingle	-	-	8
Great Pingle	-	-	13
Part of Plantation, and Parts of Bramley's Close, Blake Lands, Pingle, and Little and Great Langbro'	-	-	38

Joseph Gratton.

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