



ANNO QUARTO & QUINTO

# VICTORIÆ REGINÆ.

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## Cap. 44.

An Act for enlarging the Power to grant Leases contained in the Will of *Alexander Lyon Emerson*, Doctor of Medicine, deceased, and for other Purposes. [21st June 1841.]

WHEREAS *Alexander Lyon Emerson*, Doctor of Medicine, deceased, by his last Will and Testament in Writing, bearing Date the Twenty-first Day of *August* One thousand eight hundred and thirty, gave and devised to Sir *William Amcotts Ingilby* of *Ripley* in the County of *York*, Baronet, *Henry Clarke Hutchinson* of *Welham* in the County of *Nottingham*, Esquire, and *Thomas Birch* of *Carey Street, Lincoln's Inn*, in the County of *Middlesex*, Gentleman, all those his Parts, Shares, and Proportions of and in all Mines of Lead and Coal, and other Mines and Collieries, and Rights and Privileges of mining, and of getting Lead and Coal within and under any Lands and Hereditaments situate in the several Parishes or Townships of *Hetton, Hetton-le-Hole, Moorsley, Houghton, Houghton-le-Spring*, and *Great Lumley*, and *Chester-le-Street*, and also *Willington, Tudhoe, Billy Hall, Helmington Row* otherwise *Helmedon Row*, in the Parish of *Brancepeth, Byars Green* or *Byers Green* and *Bitchburn* in the

Will of  
Alexander  
Lyon Emerson,  
M.D.,  
21st Aug.  
1830.

[Private.]

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Parish

Parish of *Saint Andrew Auckland, Blakeley Hill, and Blakeley Haswell and Easington*, all in the said County of *Durham*, and also in the Parish of *Saint Nicholas* or elsewhere in the City of *Durham*, and within and under any other Lands or Hereditaments situate in the said County of *Durham*, whereof he had Power to dispose, and whether in Possession or in Reversion, to hold the same unto the said Sir *William Amcotts Ingilby, Henry Clarke Hutchinson, and Thomas Birch*, their Heirs and Assigns for ever, to the Use, Intent, and Purpose that his Wife *Elizabeth Emerson* should yearly receive and take, during the Term of her natural Life, One annual Sum or yearly Rent-charge of Two hundred Pounds, to be chargeable upon and yearly issuing and payable out of the same Hereditaments, in lieu and full Satisfaction of Dower and Freebench, and to be paid by equal quarterly Payments as therein mentioned, with usual Powers, Remedies of Distress, Entries, and Detention of Possession, and Perception of Rents and Profits, for enforcing Payment of the same; and subject and charged as aforesaid, to the Use of *William David Jennings of Bennet's Hill, Doctors Commons, London, Esquire, and Thomas Vacher of Parliament Street, Westminster, Esquire*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, to be computed from his the said Testator's Decease, without Impeachment of Waste, upon the Trusts thereafter declared concerning the same; and after the Expiration or sooner Determination of the said Term of Ninety-nine Years, and in the meantime subject thereto and to the Trusts thereof, to the Use of the said Sir *William Amcotts Ingilby, Henry Clarke Hutchinson, and Thomas Birch*, their Heirs and Assigns, upon Trust, as to Two equal Sixth Parts or Shares thereof (the Whole into Six equal Parts or Shares to be divided), to convey and assure the same unto his Two Sons *William Henry Emerson and Thomas Wharton Emerson*, and to their Heirs and Assigns, as Tenants in Common, and the same to be conveyed to his said Sons when and as they should respectively attain the Age of Twenty-one Years, but to be vested Interests in the meantime; and as to One other Sixth Part or Share of and in the same Hereditaments, upon Trust to pay unto or otherwise permit and suffer his the said Testator's Daughter *Elizabeth Emerson* to receive the Rents, Issues, and Profits of the said Part or Share to and for her own sole and separate Use and Benefit, for and during the Term of her natural Life, but without any Power in her to dispose of or affect the same by any Sale, Mortgage, Charge, or otherwise in the way of Anticipation, and to be free from the Debts, Power, or Control of any Husband whom she might thereafter marry; and from and after the Decease of his said Daughter *Elizabeth*, upon Trust to convey and assure the same last-mentioned Part or Share unto all or any One or more of the Children of his said Daughter *Elizabeth*, and the Issue of such Children, in such Parts, Shares, and Proportions as she his said Daughter *Elizabeth* should by any Deed or Deeds, with or without Power of Revocation, or by her last Will and Testament in Writing, direct or appoint; and in default of such Appointment, and subject thereto, upon Trust to convey the said Part or Share unto all and every the Child and Children of his said Daughter *Elizabeth* who should be living at the Time of her Decease, and the Issue of such of them as should be

then dead, as Tenants in Common, the Issue of each of such Children as should be then dead to be equally entitled between and amongst them to the Share to which their deceased Parent would have been entitled if living, and to their several and respective Heirs and Assigns; and in case there should not be any Child or Issue of his said Daughter *Elizabeth* living at the Time of her Decease, then upon Trust to convey and assure the said last-mentioned Part or Share unto such Person or Persons, for such Estates and Interests, and in such Parts, Shares, and Proportions as his said Daughter *Elizabeth*, whether covert or sole, should by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by her signed and delivered or published, and to be attested as therein mentioned, direct, limit, or appoint; and as to One other Sixth Part or Share of and in the same Hereditaments, upon Trust to pay unto or otherwise permit and suffer his the said Testator's Daughter *Julia* to receive the Rents, Issues, and Profits of the said Part or Share, to and for her own sole and separate Use and Benefit, for and during the Term of her natural Life, without any Power in her to dispose of or affect the same by any Sale, Mortgage, Charge, or otherwise in the way of Anticipation, and to be free from the Debts, Power, or Control of any Husband whom she might thereafter marry; and from and after the Decease of his said Daughter *Julia*, the said Testator thereby directed that the said Sir *William Amcotts Ingilby*, *Henry Clarke Hutchinson*, and *Thomas Birch*, their Heirs and Assigns, should stand seised and possessed of the said last-mentioned Part or Share of and in the same Hereditaments upon the like Trusts, and to and for the like Ends, Intents, and Purposes, and subject to the like Power of Appointment, for the Benefit of the Child or Children and Issue of his said Daughter *Julia*, as therein-before expressed and declared of and concerning the Part or Share therein-before given and devised in Trust for the Benefit of his said Daughter *Elizabeth*, and her Children and Issue; and in case there should not be any Child or Issue of his said Daughter *Julia* living at the Time of her Decease, then upon Trust to convey and assure the said last-mentioned Part or Share of and in the said Hereditaments unto such Person or Persons, for such Estates and Interests, and in such Parts, Shares, and Proportions, as his said Daughter *Julia*, whether covert or sole, should by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by her signed and delivered or published, and to be attested as therein mentioned, direct, limit, or appoint; and as to One other Sixth Part or Share of and in the same Hereditaments, upon Trust to pay unto or otherwise permit and suffer his the said Testator's Daughter *Susanna Isabella* to receive the Rents, Issues, and Profits of the said Part or Share, to and for her own sole and separate Use and Benefit, for and during the Term of her natural Life, but without any Power in her to dispose of or affect the same by any Sale, Mortgage, Charge, or otherwise in the way of Anticipation, and to be free from the Debts, Power, or Control of any Husband whom she might thereafter marry; and from and after the Decease of his said Daughter *Susanna Isabella*, then the said Testator thereby directed that the said Sir *William Amcotts Ingilby*, *Henry Clarke Hutchinson*, and *Thomas Birch*, their Heirs and Assigns, should stand seised and possessed of the said last-mentioned

tioned Part or Share of and in the said Hereditaments upon the like Trusts, and to and for the like Ends, Intents, and Purposes, and subject to the like Power of Appointment, for the Benefit of the Child or Children and Issue of his said Daughter *Susanna Isabella*, as therein-before expressed and declared of and concerning the Part or Share therein-before given and devised in Trust for the Benefit of his said Daughter *Elizabeth*, and her Children and Issue; and in case there should not be any Child or Issue of his said Daughter *Susanna Isabella* living at the Time of her Decease, then upon Trust to convey and assure the said last-mentioned Part or Share of and in the said Hereditaments unto such Person or Persons, for such Estates and Interests, and in such Parts, Shares, and Proportions, as his said Daughter *Susanna Isabella*, whether covert or sole, should by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by her signed and delivered or published, and to be attested as therein mentioned, direct, limit, or appoint; and as to the remaining Sixth Part or Share of and in the same Hereditaments, upon Trust to pay unto or otherwise permit and suffer his the said Testator's Daughter *Ann Louisa* to receive the Rents, Issues, and Profits of the same Part or Share, to and for her own sole and separate Use and Benefit, for and during the Term of her natural Life, but without any Power in her to dispose of or affect the same by any Sale, Mortgage, Charge, or otherwise in the way of Anticipation, and to be free from the Debts, Power, or Control of any Husband whom she might thereafter marry; and from and after the Decease of his said Daughter *Ann Louisa*, then the said Testator did thereby direct that the said *Sir William Amcotts Ingilby, Henry Clarke Hutchinson, and Thomas Birch*, their Heirs and Assigns, should stand seised and possessed of and in the said last-mentioned Part or Share of and in the said Hereditaments, upon the like Trusts, and to and for the like Ends, Intents, and Purposes, and subject to the like Power of Appointment, for the Benefit of the Child or Children and Issue of his said Daughter *Ann Louisa*, as were therein-before expressed and declared of and concerning the Part or Share therein-before given and devised in Trust for the Benefit of his said Daughter *Elizabeth*, and her Children and Issue; and in case there should not be any Child or Issue of his said Daughter *Ann Louisa* living at the Time of her Decease, then upon Trust to convey and assure the said last-mentioned Part or Share of and in the said Hereditaments unto such Person or Persons, for such Estates and Interests, and in such Parts, Shares, and Proportions, as his said Daughter *Ann Louisa*, whether covert or sole, should by her last Will and Testament in Writing, or any Codicil or Codicils thereto, to be by her signed and delivered or published, and to be attested as therein mentioned, direct, limit, or appoint; and the said Testator thereby declared, that in case any of his said Children, being Sons, should depart this Life under the Age of Twenty-one Years, or being Daughters should depart this Life under that Age, without Issue, and without having, when adult, exercised the Power of Appointment given to them respectively as aforesaid, the Part or Share, Parts or Shares of such of them so dying should be held by his said Trustees upon Trust for the others of his said Sons *William Henry Emerson and Thomas Wharton Emerson*, and his said Daughters *Elizabeth, Julia, Susanna Isabella,*

*Isabella*, and *Ann Louisa*, the Shares of each of his said Children, being a Son, to be conveyed and assured to him at the Age of Twenty-one Years, and Shares of each of his said Children, being a Daughter, to be held by his said Trustees upon the like Trusts for the Benefit of his said Daughter, and her Children and Issue, as were therein-before declared respecting her original Share of and in the said Hereditaments, and every such accruing Part or Share or Parts or Shares to be subject and liable to such new Chance, Contingency, or Condition of Accruer to the other or others of his said Children as therein-before declared respecting his, her, or their original Share or Shares; and the said Testator thereby declared that the said Term of Ninety-nine Years was therein-before limited in Use to the said *William David Jennings* and *Thomas Vacher*, their Executors, Administrators, and Assigns, upon Trust, by and out of the Rents, Issues, and Profits of the same Hereditaments and Premises comprised in the said Term, or by bringing Actions against the Tenants or Occupiers of the said Premises, or by making Entries thereupon, or by any other lawful Ways or Means whatsoever, to levy and raise during the Life of his said Wife *Elizabeth Emerson* the said Annuity or clear yearly Sum of Two hundred Pounds; and he further declared that it should be lawful for the said Sir *William Amcotts Ingilby*, *Henry Clarke Hutchinson*, and *Thomas Birch*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, to pay and apply all or any Part of the Rents, Issues, and Profits of the said Hereditaments arising from the Portion or Share of each or any of his said Children in, for, or towards his or her Maintenance, Education, and Support during his or her Minority, in such Manner as they his said Trustees or Trustee, with the Approbation of his said Wife, should think fit; and he thereby further declared that it should be lawful for the said Sir *William Amcotts Ingilby*, *Henry Clarke Hutchinson*, and *Thomas Birch*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, from Time to Time, of his or their own proper Authority, during the Minority of any or either of his said Children, by Indenture or Indentures to grant, demise, and lease all and every or any of the Shares or Portions of such of his said Children as should be Minors in the said Hereditaments and Premises to any Person or Persons, for any Term or Number of Years not exceeding Thirty-one Years from the Time of making thereof respectively, to take effect in Possession and not in Reversion or by way of future Interest, so that upon every such Lease there should be reserved and made payable the best and most improved yearly Rent or Rents in Money and Produce, or partly in Money or partly in Produce, that could be reasonably had and obtained for the same, without taking any Fine or Premium in respect to the making or granting thereof, and so that none of such Lessees to whom such Leases should be made should be in any Manner freed from Impeachment of Waste, except the Right of working Mines, and so that in every such Lease there should be contained a Clause or Condition for Re-entry in case the Rent or Rents thereby reserved should be behind or unpaid by the Space of Twenty-one Days after the same should become payable, and so that the Lessee or Lessees to whom such Lease or Leases should be made as aforesaid should execute a Counterpart or Counterparts of every such Lease or Leases; and he hereby

[Private.]

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appointed

Deed Poll,  
21st Nov.  
1834.

Release to  
Trustees by  
A.L. Emerson  
of his Interest  
in Mines and  
Premises  
agreed to be  
exchanged,  
4th Dec.  
1834.

appointed his said Wife sole Executrix of his said Will: And whereas the said *Alexander Lyon Emerson* departed this Life on or about the Twenty-fourth Day of *July* One thousand eight hundred and thirty-four, without having in anywise altered or revoked his said Will, leaving the said Sir *William Amcotts Ingilby*, *Henry Clarke Hutchinson*, and *Thomas Birch* (the said Trustees of his said Will), and the said *Elizabeth Emerson* (his Widow), and *Alexander Lyon Emerson* the younger, his eldest Son and Heir at Law, and the said *William Henry Emerson*, *Thomas Wharton Emerson*, *Elizabeth Emerson* the younger, *Julia Emerson*, *Susanna Isabella Emerson*, and *Ann Louisa Emerson*, his Six younger Children, him surviving; and soon after his Decease his said Will was proved by the said *Elizabeth Emerson* the elder, his Widow, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *Henry Clarke Hutchinson*, bearing Date the Twenty-first Day of *November* One thousand eight hundred and thirty-four, the said *Henry Clarke Hutchinson* renounced and disclaimed the Messuages, Lands, and Hereditaments devised to him jointly with the said Sir *William Amcotts Ingilby* and *Thomas Birch* by the said Will of the said *Alexander Lyon Emerson*, and all Trusts, Powers, and Authorities by the said Will given to or reposed in him jointly with the said Sir *William Amcotts Ingilby* and *Thomas Birch* as aforesaid, or in any other Manner howsoever: And whereas by an Indenture bearing Date the Fourth Day of *December* One thousand eight hundred and thirty-four, and made or expressed to be made between the said *Alexander Lyon Emerson* the younger of the one Part, and the said Sir *William Amcotts Ingilby* and *Thomas Birch* of the other Part, after reciting the said Will of the said *Alexander Lyon Emerson* the elder, and also reciting certain Heads or Articles of Agreement in Writing, executed some Time in the Year One thousand eight hundred and thirty-one, for the Exchange of certain Coal Mines at *Haswell* in the Parish of *Easington* aforesaid, belonging to Lady *Shee* and Messieurs *Clutterbuck* and *Emerson* (meaning the said *Alexander Lyon Emerson* the elder) on the one Part, and to Colonel *Braddyll* on the other Part; and that the said Heads or Articles of Agreement were signed by the said Testator after the Date and Execution of his said Will; and that a Question had been raised whether the beneficial or equitable Estate to which the said Testator was entitled under the said Agreement of and in the said Mines so agreed to be given in Exchange by the said Colonel *Braddyll* as aforesaid, or any Share or Shares thereof, had not devolved or descended upon the said *Alexander Lyon Emerson*, Party thereto, as the Heir at Law of the said Testator; and that the said *Alexander Lyon Emerson*, Party thereto, was satisfied of the Intention of the said Testator that the Share of the said Testator in the Mines so agreed to be received from the said Colonel *Braddyll* should, for the Purposes of his said Will, be substituted for the Share of Mines by him the said Testator agreed to be conveyed; and being desirous to effectuate the Intention of the said Testator, he had proposed and agreed to release the said Sir *William Amcotts Ingilby* and *Thomas Birch*, and their Heirs, all the beneficial Estate, Right, and Title of him the said *Alexander Lyon Emerson*, Party thereto, under or by virtue of the said Agreement for Exchange, but nevertheless for the

Ends,

Ends, Intents, and Purposes expressed and declared in and by the said Will of the said *Alexander Lyon Emerson* the elder of and concerning the said Share or Shares of the said Testator in the said Mines and Premises agreed to be given in Exchange to the said Colonel *Braddyll*; it was by the said Indenture now in recital witnessed, that in pursuance of the said Agreement, and in consideration of the natural Love and Affection which the said *Alexander Lyon Emerson*, Party thereto, had and bore for and towards his said Mother and Brothers and Sisters, and for divers other good Causes and Considerations him thereunto moving, and in consideration of Ten Shillings, he the said *Alexander Lyon Emerson*, Party thereto, did release to the said Sir *William Amcotts Ingilby* and *Thomas Birch*, and their Heirs, all the beneficial, equitable, or other the Estate, Share, Right, Title, and Interest of him the said *Alexander Lyon Emerson*, Party thereto, of, in, and to the Mines and Premises so agreed to be conveyed in Exchange by the said Colonel *Braddyll* as aforesaid, and of, in, and to any Share or Shares in the same Mines and Premises respectively or any Part thereof, to hold the same unto the said Sir *William Amcotts Ingilby* and *Thomas Birch*, their Heirs and Assigns, but nevertheless upon and for the Trusts, Intents, and Purposes in and by the said Will of the said *Alexander Lyon Emerson* deceased expressed and declared of and concerning the Share or Shares of the said *Alexander Lyon Emerson* deceased of and in the said Mines and Premises agreed to be conveyed in Exchange to the said Colonel *Braddyll*: And whereas by Indentures of Lease and Release, bearing Date respectively the Twenty-eighth Day of *February* and First Day of *March* One thousand eight hundred and thirty-nine, the Release being made or expressed to be made between Sir *George Shee* Baronet, of the First Part, Sir *Thomas Charles Francis Dowman*, a Colonel in the Royal Artillery, and *James William Morrison* Esquire, of the Second Part, *John Clutterbuck* Esquire, of the Third Part, the said Sir *William Amcotts Ingilby* and *Thomas Birch* of the Fourth Part, *William Clark* Esquire, *Humble Lamb* Esquire, *Hugh Taylor* Esquire, *Joseph Lamb* Esquire, *Thomas Taylor* Esquire, and *Matthew Plummer* Esquire, of the Fifth Part, *Edward Stanley Bagot Richmond Gale Braddyll* Esquire, of the Sixth Part, *Thomas Richmond Gale Braddyll* Esquire, of the Seventh Part, the said *Thomas Richmond Gale Braddyll* and *Matthew Forster* Merchant, and *William Green* Surgeon, of the Eighth Part, and *Thomas Rawsthorne* Gentleman, of the Ninth Part, after reciting, amongst other things, the herein-before mentioned Articles of Agreement for an Exchange, it was, amongst other things, witnessed, that in pursuance of the said Agreement, and in consideration of the Assurances therein-before contained, and of Five Shillings, and at the Request and on the Nomination of the several Parties therein mentioned, the said *Edward Stanley Bagot Richmond Gale Braddyll* (by the Direction of the said *Thomas Richmond Gale Braddyll*) did release, and the said *Thomas Richmond Gale Braddyll* (in respect of his beneficial Title to the Freehold and Inheritance of the Hereditaments therein-after assured) did release and confirm, and the said *Thomas Richmond Gale Braddyll*, *Matthew Forster*, and *William Green* (in respect of all their Term and Interest in the same Hereditaments under certain Indentures of Lease therein mentioned)

Indentures of Lease and Release, 28th February and 1st March 1839.

tioned) did surrender, to the said *Thomas Rawsthorne*, and his Heirs, all and singular the Coal Mines, Collieries, and Seams of Coal mentioned, described, or referred to in the said Second Schedule to the Indenture now in recital annexed or subscribed, together with the several Rights, Liberties, Easements, and Privileges therein contained, to hold the same unto the said *Thomas Rawsthorne* and his Heirs, to and upon the Uses and Trusts therein-after declared concerning the same; (that is to say,) as to Two undivided equal Third Parts of the same Coal Mines and Hereditaments, to, upon, and for the Uses, Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations therein mentioned or referred to of and concerning the same; and as to the other or remaining undivided equal Third Part or Share of and in the same Mines and Hereditaments, subject to a certain Agreement of the said *John Clutterbuck* and *Alexander Lyon Emerson* deceased for granting a Lease to the said Parties to the Indenture now in recital of the Fifth Part as to One Moiety of the same undivided Third Part or Share, to the Use of the said *John Clutterbuck*, Party thereto, his Heirs and Assigns; and as to the other or remaining Moiety of the last-mentioned undivided Third Part or Share of and in the same Mines and Hereditaments, with the Rights, Liberties, Easements, and Privileges thereto belonging or to be enjoyed in respect thereof, to the Use of the said *Sir William Amcotts Ingilby* and *Thomas Birch*, and their Heirs, to and upon such Uses and Trusts, and under and subject to such Powers, Provisoos, and Declarations, as in and by the said Will of the said *Alexander Lyon Emerson* the elder were limited and declared concerning the Hereditaments thereby devised: And whereas the said *Elizabeth Emerson* (the Widow of the said *Alexander Lyon Emerson* the elder) is still unmarried: And whereas the said *Thomas Vacher* departed this Life on the Third Day of *June* in the Year One thousand eight hundred and thirty-six: And whereas the said *William David Jennings* departed this Life on the Fourth Day of *June* in the Year One thousand eight hundred and thirty-six, having first made and published his last Will and Testament in Writing, bearing Date the Sixteenth Day of *November* One thousand eight hundred and twenty-two, and thereof appointed his Son *Richard William Jennings* sole Executor, who duly proved the said Will in the Prerogative Court of *Canterbury* on the Twenty-third Day of *June* in the same Year One thousand eight hundred and thirty-six: And whereas the said *Alexander Lyon Emerson* the younger is the eldest Son and Heir at Law of the said *Alexander Lyon Emerson* the elder, and attained his Age of Twenty-one Years in or about the Month of *July* in the Year One thousand eight hundred and thirty-three: And whereas all the said Six younger Children of the said *Alexander Lyon Emerson* the elder are living: And whereas the said *William Henry Emerson* and *Thomas Wharton Emerson* are Infants: And whereas the said *Elizabeth Emerson* the younger has attained her Age of Twenty-one Years, and on the Thirty-first Day of *October* One thousand eight hundred and thirty-seven intermarried with *George Tupman* Esquire, a Captain in the Royal Navy, and has Issue by him Two Children, and no more, namely, *George Lyon Tupman* and *Alexander Tupman*: And whereas the said *Julia Emerson* has attained her Age of Twenty-one



Years, and is unmarried; And whereas the said *Susanna Isabella Emerson* has attained her Age of Twenty-one Years, and is unmarried: And whereas the said *Ann Louisa Emerson* is an Infant, and is unmarried: And whereas all the Property so devised by the Will of the said *Alexander Lyon Emerson* the elder in Trust for the Benefit of his younger Children and the Issue of his said Daughters, charged with the Payment of the said Annuity of Two hundred Pounds for his said Widow, and so received by the Trustees of his said Will in Exchange from the said Colonel *Braddyll* as aforesaid, consists of undivided Parts and Shares of Mines and Minerals, opened and unopened, lying under Lands in the said County of *Durham* and in the City of *Durham*: And whereas the Power given by the said Will of the said *Alexander Lyon Emerson* the elder, and now vested in the said Sir *William Amcotts Ingilby* and *Thomas Birch*, to grant Leases of the respective Shares of his said younger Children of the said Mines and Minerals, is by the said Will confined in its Exercise, as to each respective Share, to the Period of the Minority of the Child for whose Benefit the same is so devised: And whereas the said Power does not authorize any Leases of such respective Shares for any Term exceeding Thirty-one Years from the Time of making thereof: And whereas the said Restriction in the said Will of the Exercise of the Power of leasing of the Shares of the said younger Children to the Periods of their respective Minorities may (so far as respects the Shares of the Daughters of the said Testator, who are only entitled to Life Interests therein, without Powers of Anticipation, and as respects the Shares of their respective Issue during their Minorities,) prove very prejudicial to the profitable letting of the said Mines and Minerals, and it is therefore desirable that the Power of the said Trustees should, as to such Shares, be extended and enlarged beyond such respective Periods: And whereas it is customary in the Mining Counties in the North of *England* to grant Mining Leases of Coal and Collieries for a Term of Forty-two Years absolute, and it might tend to the advantageous Letting of the aforesaid Mines and Minerals if the Trustees of the said Will were enabled, in manner herein-after provided, to grant Mining Leases of the respective Shares of the said younger Children and the Issue of the Daughters of the said Testator for any Term not exceeding Forty-two Years absolute: And whereas it may also be beneficial if the said Trustees should be enabled to enter into and execute preliminary Contracts or Agreements for any such Leases as aforesaid: And whereas the respective Share of each younger Child consists of One undivided Thirty-sixth Part or some other undivided Part or Parts in the Mines and Minerals, and it is desirable, as well from the Nature of the Property as from the Number of Shares into which it is split, that the Trustees of the said Will should have Power to make and join and concur in Sales of the said Property: And whereas by reason of the Trusts and Limitations contained in the said Will of the said *Alexander Lyon Emerson* deceased, and the Infancy of some of the Parties beneficially entitled under the said Trusts and Limitations, the said several Objects cannot be effected without the Aid of Parliament: And whereas the said *Elizabeth Emerson* the elder hath, by an Order of the High Court of Chancery, dated the Twenty-sixth Day of *February* One thousand eight hundred and forty-

[Private.]

*Emerson* the elder, and under the said Indenture of the First Day of *March* One thousand eight hundred and thirty-nine, be exerciseable only during the respective Minorities of such respective Children or Issue, and during such respective Minorities shall be exerciseable of the sole Authority of the said Trustees or Trustee.

Empowering  
the Trustees  
to sell.

II. And be it enacted, That it shall be lawful for the said Sir *William Amcotts Ingilby* and *Thomas Birch*, and the Survivor of them; and the Heirs and Assigns of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Alexander Lyon Emerson* the elder, at any Time or Times after the passing of this Act, but with such Consent as herein-after mentioned and provided, absolutely to make sale and dispose of the several and respective Shares for the Time being of them the said *William Henry Emerson*, *Thomas Wharton Emerson*, *Elizabeth Tupman*, *Julia Emerson*, *Susanna Isabella Emerson*, and *Ann Louisa Emerson*, and also the several and respective Shares to which the several and respective Children and Issue of the said *Elizabeth Tupman*, *Julia Emerson*, *Susanna Isabella Emerson*, and *Ann Louisa Emerson* may for the Time being be entitled, under the Trusts and Powers of the said Will of the said *Alexander Lyon Emerson* the elder, and the said Indenture of the First Day of *March* One thousand eight hundred and thirty-nine, or under the Powers of Sale herein-after contained, of and in all or any of the Mines and Minerals herein-before mentioned, at One Time or several Times, and either in One Lot or several Lots, and either by public Auction or private Contract, or to join and concur with all or any of the respective Owners, whether Trustees or otherwise, of the remaining or any other Share of the said Hereditaments and Premises, in any Sale or Sales thereof, by public Auction or private Contract, or partly by public Auction and partly by private Contract, unto any Person or Persons who may be willing to become the Purchaser or Purchasers thereof respectively, for the best Price or Prices in Money that can be reasonably had or gotten for the same, and upon such Terms, and under such Conditions, Stipulations, and Agreements, as they or he shall think fit, with full Power, Liberty, and Authority to buy in the said Hereditaments or any of them, or any Part or Parts thereof, which may be put up or offered for Sale at any Auction, and to resell the same at any future Auction or by private Contract, without being answerable for any Loss which may happen by such Re-sale, and to do, perform, and execute all such Acts, Deeds, Matters, and Things which may be requisite and proper for the Purpose of effectuating such Sale or Sales; and upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies for which the same Shares and Hereditaments, or any Part thereof, shall respectively be sold, to convey and assure the same Parts, Shares, and Hereditaments unto and to the Use of the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, or as he or they shall direct or require, absolutely freed and discharged from all the Trusts, Powers, and Limitations of the said Will of the said *Alexander Lyon Emerson* the elder: Provided nevertheless; that the said Power of Sale shall, as to the respective Shares of the said younger Children of the said *Alexander Lyon Emerson* the elder,

elder, and the Children and Issue of his Daughters, be exerciseable only during such respective Periods as the said Powers of leasing and contracting to lease herein-before given shall be exerciseable, and shall as to the Shares of Persons having attained the Age of Twenty-one Years (being free from all Disabilities except Coverture, and Coverture not to be deemed a Disability,) be made with the Consent and Approbation in Writing of such Person or Persons; and as to the Shares of any Persons being Infants, with the Consent and Approbation, in Writing, of his, her, or their Guardian or Guardians for the Time being.

III. And be it enacted, That the Purchaser or Purchasers of the said Parts or Shares and Hereditaments hereby made saleable shall pay his, her, or their Purchase Money or respective Purchase Monies into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Purchasers of Part of the devised Estates of *Alexander Lyon Emerson* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four; and that as soon as conveniently may be after such Monies shall have been so paid in as aforesaid, the same, or so much thereof as shall not be ordered to be applied in Payment of Costs, Charges, and Expences, according to the Direction herein-after contained, shall, upon Petition to be presented to the said Court, in a summary Way, by the Person or Persons who for the Time being would be entitled to the Possession of or to the Benefit of the Rents and Profits of the Hereditaments to be purchased with such Monies by virtue of this Act, (if the same were purchased and settled as herein-after is mentioned,) in case such Person or Persons shall be then of the Age of Twenty-one Years, or by the Guardian or Guardians of such Person or Persons on his, her, or their Behalf, in case such Person or Persons shall be under that Age, be laid out and invested, by or under the Direction of the said Court, in the Purchase of Freehold or Copyhold or Customary Hereditaments in *England* or *Wales*, so that such Copyhold or Customary Hereditaments do not exceed One Sixth Part in Value of the Freehold Hereditaments so to be purchased, and lie adjoining thereto or intermixed therewith, or be convenient to be held with the same, and to be free from Incumbrances (except Chief and Quit Rents, and Services, and Leases at improved Rents); and immediately after making such Purchase or Purchases the Hereditaments which shall be so purchased shall be conveyed, settled, and assured to and for such and the same Uses and Estates, and upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Charges, Powers, Provisoos, and Declarations, as are in and by the said herein-before recited Will of the said *Alexander Lyon Emerson* deceased, and the said Indenture of Release of the First Day of *March* One thousand eight hundred and thirty-nine, limited, declared, and contained of and concerning the Parts or Shares of Mines and Minerals so to be sold as aforesaid, or such and so many of the same Uses,

Purchase Monies to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Chancery.

[*Private.*]

12 p

Trusts,

Trusts, Intents, and Purposes, Powers, Provisoos, Limitations, and Declarations, as shall be then subsisting and capable of taking effect, or as near thereto as the Deaths of Parties and other Contingencies and the Circumstances of the Case will admit.

Court of Chancery may order Payment of such Monies to Parties entitled instead of being invested in Real Estates.

IV. Provided always, and be it enacted, That it shall be lawful for the said Court of Chancery, in a summary Way, upon a Petition to be presented for that Purpose by any Person or Persons who, under the Trusts and Limitations of the said Will of the said *Alexander Lyon Emerson*, and the said Indenture of Release of the First Day of *March* One thousand eight hundred and thirty-nine, would, if this Act had not been made, be entitled to any absolute Estate of Inheritance in Fee Simple in Possession, free from Incumbrances, in the Parts or Shares of Mines and Minerals so to be sold as aforesaid, to order the Monies herein-before directed to be laid out in the Purchase of Real Estates to be paid to such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, for his, her, or their own Use and Benefit, instead of ordering the same to be invested in the Purchase of Real Estates.

Until Investment the Interest to be paid to Parties entitled.

V. And be it enacted, That in the meantime and until the Money arising from any such Sale or Sales shall be invested in the Purchase of Real Estate, or otherwise applied pursuant to the Directions herein contained, the same, or so much of the same as shall from Time to Time remain uninvested and unapplied, shall be laid out, under the Direction of the said Court of Chancery, in the Name of the Accountant General of the said Court, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities; and the Dividends arising from the said Three Pounds *per Centum* Consolidated Bank Annuities shall go and be paid to the Person or Persons, and be applied to and for the Uses, Intents, and Purposes, and in the Manner to, for, and in which the Rents, Issues, and Profits of the said Hereditaments to be purchased therewith would go or be payable or applicable in case such Purchase or Purchases and Settlements as aforesaid were then actually made.

In case of the Death of any of the Parties interested, Shares to descend and vest in the same Manner as the Lands sold would have descended.

VI. Provided always, and be it enacted, That in the meantime and until such Purchases can be had and completed, in case of the Death of any of the said Infants, that then and in such Case the Share or Shares of him, her, or them so dying of and in the said Monies respectively shall go, descend, and be vested in like Manner as the Lands, Tenements, and Hereditaments to be purchased by and with the said Monies would have gone and descended to and become vested in if the Purchase or Purchases so respectively directed to be made by this Act had been actually made, any thing herein contained to the contrary thereof in anywise notwithstanding.

Certificate of Accountant General and Receipt of Cashier of the Bank to be a sufficient Discharge to Purchasers.

VII. And be it enacted, That the Certificate and Certificates of the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank to be thereto annexed, and therewith filed in the Register's Office of the said Court of Chancery, of the Payment into the Bank of *England* by such Purchaser or Purchasers of his, her, or their respective Purchase Money as aforesaid, shall from Time to

Time be and be deemed and taken to be a good and sufficient Discharge to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for so much or such Parts of the Purchase Money or Monies for which such Certificate or Certificates and Receipt or Receipts as aforesaid shall be given; and after the giving of such Certificate or Certificates and Receipt or Receipts such Purchaser or Purchasers, and his, her, or their Heirs, Executors, Administrators, and Assigns, shall be absolutely acquitted and discharged of and from the same Monies, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

VIII. And be it enacted, That it shall be lawful for the said Sir *William Amcotts Ingilby* and *Thomas Birch*, and the Survivor of them, and the Heirs of such Survivor, and other the Trustees or Trustee for the Time being of the said Will of the said *Alexander Lyon Emerson* the elder, to apply a sufficient Part of the Rents and Profits of the said Hereditaments, Parts, Shares, and Proportions of Mines and Minerals vested in them or him under or by virtue of the said Will of the said *Alexander Lyon Emerson* the elder, and the Indentures of the Twenty-eighth Day of *February* and the First Day of *March* One thousand eight hundred and thirty-nine, and this Act, in Payment and Discharge of the Costs, Charges, and Expences of and attending the preparing, soliciting, applying for, obtaining, and passing of this Act, and preparatory thereto, and the Costs and Expences of the said Trustees or Trustee attending any such Leases, Sales, or Exchanges as are hereby authorized to be made, but so that the Payment of the said Costs, Charges, and Expences out of the said Rents and Profits be without Prejudice to the said Annuity of Two hundred Pounds to the said *Elizabeth Emerson*, and be charged on the respective Shares of the said younger Children, or their respective Representatives or Issue, in an equal and just Proportion.

Providing for  
the Expences  
of the Act.

IX. Provided always, and be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such Order or Orders as the Court shall think fit for taxing all the Costs, Charges, and Expences attending the preparing, soliciting, applying for, obtaining, and passing this Act, and preparatory thereto, and the Costs, Charges, and Expences attending any Sale or Sales to be made by virtue of this Act, and the Execution of the Powers and Authorities hereby given to the said Trustees or Trustee for the Time being acting in the Execution of the Trusts of the said Will, and the Costs, Charges, and Expences of the several Applications to be made to the said Court of Chancery respecting the Matters aforesaid, and the Costs, Charges, and Expences of taking the said Monies out of the Bank, and investing the same as aforesaid, and for Payment of all such Costs, Charges, and Expences, (excepting the Costs, Charges, and Expences attending the preparing, soliciting, and applying for, obtaining, and passing this Act, and of or attending such Leases and Sales, which are to be paid out of the said Rents and Profits as aforesaid,) with and out of the said Monies, and out of the Monies arising by the Sale of the said Three Pounds

Court of  
Chancery  
may make  
Orders for  
taxing Costs  
of the Act,  
&c.

Pounds *per Centum* Consolidated Bank Annuities to be so purchased as aforesaid.

General  
Saving.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person or Persons, Bodies Politic and Corporate and Collegiate, his, her, and their Heirs, Successors, and Administrators, (other than and except the said *Elizabeth Emerson*, and her Assigns, and the said *William Henry Emerson* and *Thomas Wharton Emerson*, and their respective Heirs, *George Tupman* and *Elizabeth* his Wife, and the Issue of the said *Elizabeth Tupman*, and the said *Julia Emerson*, *Susanna Isabella Emerson*, and *Ann Louisa Emerson* respectively, and their respective Issue, and the said *Alexander Lyon Emerson* the younger, and his Heirs, and all Persons claiming by, from, through, under, or in Trust for them respectively, or under or by virtue of the said Will of the said *Alexander Lyon Emerson* deceased, and such other Persons as are expressly barred or meant and intended to be barred by this Act,) all such Estate, Right, Title, Interest, Property, Claim, and Demand in, to, or out of the said Parts, Shares, and Proportions devised by the said Will of the said *Alexander Lyon Emerson* the elder, and the said Parts, Shares, and Proportions conveyed to the said Sir *William Amcotts Ingilby* and *Thomas Birch*, and their Heirs, in and by the said Indentures of the Twenty-eighth Day of *February* and First Day of *March* One thousand eight hundred and thirty-nine, as they, every or any of them, had before the passing of this Act, or could or might have had or enjoyed or been entitled to if this Act had not been passed.

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

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

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1841.