

ANNO QUINTO & SEXTO

VICTORIÆ REGINÆ.

Cap. 38.

An Act to enable the Right Honourable William Lewis Lord Dinorben, by Mortgage of certain Hereditaments devised to him for Life with Remainders over by the Will and Codicils of the Reverend Edward Hughes, to raise not exceeding Twenty thousand Pounds at Interest, for rebuilding the Mansion and Offices at Kinmel Park, devised by the said Will and Codicils to the same Uses; and for other Purposes.

[5th August 1842.]

HEREAS the Reverend Edward Hughes of Llysdulas in Will of Rev. the County of Anglesey, and of Kinmel Park in the E. Hughes, County of Denbigh, Clerk, by his last Will and Testament 18th May 1805. in Writing, executed and attested as the Law then required for passing Freehold Estates by Devise, and bearing Date the Eighteenth Day of May One thousand eight hundred and five, did, in pursuance and execution of the Powers and Authorities to him reserved or given by sundry Deeds and Conveyances, and of all other Powers and Authorities in him vested, direct, limit, and appoint, give and devise, subject to and charged with the Annuities and Rent-charges thereinafter devised, all and every his Manor and Manors, Capital and other Mansion [Private.] 12 n

Mansion Houses, Messuages, Tenements, Mills, Farms, Demesne and other Lands, Parks, free and other Warrens, Rents, Mines, Minerals, and Hereditaments whatsoever, situate, lying, and being in the several Counties of Denbigh, Flint, Carnarvon, and Anglesey, unto and to the Use of his eldest Son William Lewis Hughes, now the Right Honourable William Lewis Lord Dinorben, for his Life, without Impeachment of Waste; with Remainder to Paul Panton of Plasgwyn in the said County of Anglesey, and David Pennant of Downing in the said County of Flint, Esquire, and their Heirs, during the Life of the said William Lewis now Lord Dinorben, in Trust to preserve the contingent Uses and Estates therein-after devised and limited, but to permit him and his Assigns to receive and take the Rents, Issues, and Profits thereof; with Remainder to the Use of the First Son of the Body of the said William Lewis now Lord Dinorben, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and every other Son of the Body of the said William Lewis now Lord Dinorben, severally, successively, and in Remainder one after another, according to Priority of Birth, in Tail Male; with Remainder to the Use of the Testator's Second Son Hugh Robert Hughes (since deceased), and his Assigns for his Life; with Remainder to the said Paul Panton and David Pennant, and their Heirs, during the Life of the said Hugh Robert Hughes, in Trust to preserve the contingent Uses and Estates therein-after devised or limited, but to permit him and his Assigns to receive and take the Rents, Issues, and Profits thereof; and if Barbara, the then Wife of the said Hugh Robert Hughes, should die in his Lifetime, and he should marry a Second Wife, and have Issue by her, (Events all of which happened,) then with Remainder to the Use of the First Son of the Body of the said Hugh Robert Hughes lawfully to be begotten upon the Body of such Second Wife, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and every other Son of the Body of the said Hugh Robert Hughes, lawfully to be begotten upon the Body of such Second Wife, severally, successively, and in Remainder one after another, according to Priority of Birth, in Tail Male; with Remainder to the Use of the Testator's Third Son' James Hughes, and his Assigns for his Life, without Impeachment of Waste; with Remainder to the said Paul Panton and David Pennant, and their Heirs, during the Life of the said James Hughes, in Trust to support contingent Uses and Estates therein-after devised or limited, but to permit him and his Assigns to receive and take the Rents, Issues, and Profits thereof; with Remainder to the Use of the First Son of the Body of the said James Hughes, in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and every other Son of the Body of the said James Hughes, severally, successively, and in Remainder one after another, according to Priority of Birth, with Remainders over: Provided always, and the said Testator willed and devised, that it should be lawful for the said William Lewis now Lord Dinorben, in the Case (which happened) of the Death of his then Wife Charlotte Margaret in his Lifetime, and for his (the Testator's) said Son Hugh Robert Hughes, if he should survive the said Barbara his then Wife, and also for the said James Hughes respectively, in case they should respectively succeed to the Possession of his (the Testator's) said Hereditaments and Real Estates under that his Will, and for every of them 10

them respectively, on coming into actual Possession, to settle and assure, by Deed lawfully executed, upon any Woman or Women they might thereafter respectively marry, for the respective Lives of such Woman or Women respectively, any such yearly Sum or Sums as therein mentioned, by way of Jointure or Jointures, and to secure the same by way of Rent-charge and Rent-charges upon a competent Part of his (the Testator's) said Estates and Hereditaments, with all such Powers as therein mentioned; and the said Testator further willed and devised, that it should be lawful for the said William Lewis now Lord Dinorben, when in the actual Possession of his (the Testator's) said Hereditaments and Real Estates, and also for the said Hugh Robert Hughes, if he should survive the said Barbara his then Wife, and also for the said James Hughes, if they respectively succeeded to his the Testator's said Estates under that his Will, when and as they respectively should come into actual Possession, to make Provisions for their Children not immediately inheritable under that his Will, save any Child of the said Hugh Robert Hughes by his said then present Wife, in manner following; that is to say, such of his said Sons as should have the Issue therein mentioned might, when and as he and they should respectively succeed to and come into possesion of his (the Testator's) said Hereditaments and Real Estates under that his Will, by Deed or Will lawfully executed, charge and secure, upon a competent Part or upon competent Parts of all and every his (the said Testator's) said Hereditaments and Real Estates, any such Sum as therein mentioned for such Portions and Provisions as therein mentioned; and the said Testator willed and directed that every of his said Sons (save the said Hugh Robert Hughes) during the Life of his said then present Wife), when and as he should respectively come into the actual Possession of his the Testator's said Hereditaments and Real Estates under that his Will, might, by Deed duly executed and attested, make such Lease or Leases thereof, and of the Mines in or under the same, as therein are mentioned, save of the Mansion House, Park, and Demesne Lands of Kinmel in the Counties of Denbigh and Flint aforesaid; and the said Testator charged all his Real Estates and Hereditaments with an Annuity or yearly Rent-charge to his Wife Mary Hughes (since deceased) for her Life, and with an Annuity or yearly Rent-charge to his Brother John Hughes (since deceased) for his Life: And whereas the said Testator made a Codicil to his said Will, 1st Codicil. which Codicil was so executed and attested as aforesaid, and bears 26th April Date the Twenty-sixth Day of April One thousand eight hundred 1809. and nine, and thereby, after reciting or noticing the Limitations or Devises in his said Will contained, and herein-before in part recited, to his Three Sons, herein-before named, and their respective Issue Male, herein-before mentioned, he directed, limited, and appointed, gave and devised all and every his said Hereditaments, Real Estate, and Premises, in default of Issue Male to his said several Sons the said William Lewis now Lord Dinorben, Hugh Robert Hughes, and James Hughes, with such Exception as in his said Will is mentioned respecting any Issue Male which his said Son Hugh Robert Hughes might have by the said Barbara then his Wife, to the Use of the First Daughter of the Body of the said William Lewis now Lord Dinorben, in Tail Male, with Remainder to the Use of the Second, Third.

2d Codicil, 13th Dec. 1810.

3d Codicil, 14th Dec. 1810.

Third, Fourth, and every other Daughter of the Body of the said William Lewis now Lord Dinorben, severally, successively, and in Remainder one after the other, according to Priority of Birth, in Tail Male, with divers Remainders over, and with the Reversion to the Testator's own right Heirs, and he charged all his said Real Estates and Hereditaments with a further Annuity or yearly Rent-charge to his said Wife during her Life, and made a further conditional Provision for her during her Life: And whereas the said Testator made a Second Codicil to his said Will, which Codicil was so executed and attested as aforesaid, and bears Date the Thirteenth Day of December One thousand eight hundred and ten, and he thereby, gave to the said James Hughes for his Life, in the event (which did not happen) of his said Son Hugh Robert Hughes succeeding to a Life Interest in the Real Estates in the said Will mentioned, the Rent-charge in the same Codicil mentioned: And whereas the said Testator made a Third Codicil to his said Will, which Codicil bears Date the Fourteenth Day of December One thousand eight hundred and ten, and was so executed and attested as aforesaid, and he thereby recited that since the Publication of his said Will, and of the said Two Codicils thereto annexed, he had contracted for the Purchase of the Fee Simple of and in sundry Manors or Lordships, or reputed Manors or Lordships, Capital and other Mansion Houses, Messuages, Tenements, Mills, Farms, Demesne and other Lands, Allotments of Common Land, free and other Warrens, Rents, and Hereditaments, situate, lying, and being in the several Counties of Denbigh, Flint, and Anglesea, or elsewhere, (Part of which only had been conveyed to or in Trust for him and his Heirs,) and that he was desirous that the whole of the said Estates, Hereditaments, and Premises should pass in the like Manner as the rest of his Real Estates mentioned or referred to in his said Will were given and devised, and accordingly the Testator did thereby re-publish his said last Will and the Two Codicils thereunto annexed, and declare it to be his Intention that the same should be respectively good and valid to all Intents as if they severally had been that Day originally made and published, and he by the said Codicil now under recital gave and devised all and singular the Real Estates, Hereditaments, and Premises so contracted by or for him since the Publication of his said Will as aforesaid, (but which had not been conveyed to or in Trust for him and his Heirs,) with their Rights, Members, and Appurtenances, unto and to the Use of the said Paul Panton and his Heirs; and the Testator by the same Codicil directed the same Real Estates, Hereditaments, and Premises to be conveyed to him the said Paul Panton and his Heirs, to, for, and upon the Trusts therein-after mentioned touching the same Premises respectively, and did thereby further direct the said Paul Panton and his Heirs to convey the Real 'Estate, Hereditaments, and Premises thereby given and devised, and directed to be conveyed to him and them, in Trust as aforesaid, as soon as conveniently might be after such Conveyance thereof respectively could be effected, unto and to the Use of such Person and Persons, and to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, as the Real Estates, Hereditaments, and Premises mentioned or referred to in and by his said Will were thereby given and devised, or as near thereto as the Deaths of Persons and other

other Circumstances would admit: And whereas by Indenture bearing Date on or about the Ninth Day of March One thousand eight hundred and eleven, and made between Terence O'Loghlen Esquire, Hall Estate, therein further described, of the First Part, the Honourable John 9th March Humilton Fitzmaurice commonly called Lord Viscount Kirkwall of 1811. the Second Part, the said Testator of the Third Part, Francis Bushell Reaston, William Manley, and William Jones, Esquires, therein severally further described, of the Fourth Part, and Sir Robert Williams Baronet, therein further described, of the Fifth Part, the Capital and other Messuages, Farms, Lands, Tenements, and Hereditaments situate in the Parishes of Henllan, Denbigh, Llanrhiaidr, and Bodfary, or elsewhere in the Counties of Denbigh and Flint, and commonly called the Lleweney Hall Estate, (a Particular of which is comprised in the Schedule to this Act annexed, with some small Exceptions in the said Schedule mentioned,) were, in execution of the Contract for Sale recited in the said Indenture, and for the valuable Considerations therein expressed, conveyed, with their Rights, Members, and Appurtenances, unto and to the Use of the said Testator, his Heirs and Assigns for ever: And whereas the said Testator made a Fourth 4th Codicil, Codicil to his herein-before in part recited Will, which Codicil bears 10th Feb. Date the Tenth Day of February One thousand eight hundred and 1814. fourteen, and was so executed and attested as aforesaid, and he thereby gave to the said James Hughes for his Life an Annuity or clear yearly Rent of One thousand Pounds, and to his the Testator's Brother and Sister John Hughes and Ann Hughes (both since deceased), for their respective Lives, the Annuities or clear yearly Rents therein mentioned, and charged the same several Annuities on all and every his Real Estates in the County of Denbigh, by his said Will given and devised to the said William Lewis now Lord Dinorben, and to be severally so paid as therein mentioned, with the usual Powers of Distress and Entry for recovering and compelling Payment thereof: And whereas the said Testator duly made and 5th Codicil, published a Fifth Codicil to his said Will, which Codicil bears Date 14th Feb. the Fourteenth Day of February One thousand eight hundred and 1814. fourteen, and was so executed and attested as aforesaid, and thereby, after reciting that since the making and publishing of his said last Will, and of several Codicils thereto annexed, he had purchased divers Freehold Lands, Messuages, Tenements, Hereditaments, and Premises, situate in the several Counties of Denbigh, Flint, Carnarvon, and Anglesea, he by the Codicil now under recital re-published his said last Will and Testament, and the said several Codicils thereto annexed, and declared it to be his Desire and Intention that the said Will and Testament, and the said several Codicils thereto annexed, should be good and valid to all Intents as if the same had been severally that Day originally made and published: And whereas the said Testator died on the First Day of June One thousand eight hundred and fifteen without having revoked or altered his hereinbefore in part recited Will, save in so far as it was revoked or altered by the herein-before in part recited Codicils thereto, and without having revoked or altered any of the said Codicils, save in so far as it (being any other than the last of them) was revoked or altered by any subsequent ones or one of the said Codicils; and the said Will and Codicils were proved on the Third Day of July One thousand [Private.] 12 o

Conveyance to Testator of the Lleweney

thousand eight hundred and fifteen in the Prerogative Court of the

Archbishop of Canterbury: And whereas the said William Lewis now Lord Dinorben was at the Death of the said Testator, and still is, his Heir at Law: And whereas the said Mary Hughes, the Wife of the said Testator, died on the Twenty-sixth Day of September One thousand eight hundred and thirty-five: And whereas the said John Hughes died on the Tenth Day of September One thousand eight hundred and twenty-two: And whereas the said Ann Hughes died on the Fifth Day of September One thousand eight hundred and sixteen: And whereas the said Charlotte Margaret, the late Wife of the said William Lewis Lord Dinorben, died on the Twenty-first Day of January One thousand eight hundred and thirty-five, and the only Issue now living of the said William Lewis Lord Dinorben by the said Charlotte Margaret his late Wife are the following Four Children, namely, the Honourable Mary Martha Hughes, the eldest Daughter, the Right Honourable Frances Margaret Lady Gardner, the Wife of the Right Honourable Alan Legge Lord Gardner (who is now living apart from her by mutual Consent), the Second Daughter, the Honourable Emily Hughes, the Third Daughter, and the Honourable William Lewis Hughes, an Infant under the Age of Twenty-one Years, the youngest Child and only Son: And whereas the said William Lewis Lord Dinorben has no Issue by the Right Honourable Gertrude Lady Dinorben his present Wife: And whereas the said Barbara, the Wife of the said Hugh Robert Hughes, died in his Lifetime, videlicet, on or about the Thirty-first Day of December. One thousand eight hundred and twenty-four; and the said Hugh Robert Hughes on the Twelfth Day of June One thousand eight hundred and twenty-six intermarried with Anne the Daughter of Thomas Lance Esquire, and there is Issue of his Marriage with her an only Son, namely, Hugh Robert Hughes, now an Infant under the Age of Twenty-one Years, and One Daughter: And whereas the said Hugh Robert Hughes the elder died on or about the Seventh Day of July One thousand eight hundred and thirty-six, leaving the said Anne Hughes his Widow: And whereas the said James Hughes (although married) has at present no Issue: And whereas by Indenture dated on or about the Eleventh Day of February One thousand eight hundred and forty, and made between the said Gertrude Lady Dinorben, by her then Name of Gertrude Smyth, of the First Part, the said William Lewis Lord Dinorben of the Second Part, and Sir Richard Bulkeley Williams Bulkeley of Baron Hill in the said County of Anglesea, Baronet, and William Whateley of the Inner Temple, Esquire, of the Third Part, (being a Settlement made in consideration of the Marriage then intended and afterwards solemnized between the said William Lewis Lord Dinorben and the said Gertrude now Lady Dinorben,) the said William Lewis Lord Dinorben, for the valuable pecuniary Considerations therein expressed, did, pursuant to and in exercise of the Power of jointuring contained in the said Will of the said Edward Hughes, charge the Messuages, Farms, Lands, Tenements, and Hereditaments comprised in the Schedule to this Act annexed, or some of them, with the Payment to the said Gertrude Lady Dinorben (should she survive him), and her Assigns during her Life, of the annual Rent or Sum in that Indenture mentioned, to commence from and after his Decease, and with the usual Powers of Distress

Indenture of 11th Feb. 1840.

Distress and Entry for compelling Payment thereof, and did thereby covenant that in an Event therein mentioned he would in further Exercise of the same Power charge the same Messuages, Farms, Lands, Tenements, and Hereditaments with the Payment to the said Gertrude Lady Dinorben, and her Assigns during her Life, of the additional annual Rent or Sum therein mentioned, and with lawful Powers of Distress and Entry for recovering and receiving the same: And whereas the said William Lewis Lord Dinorben has not as yet at all exercised or covenanted to exercise the Power in the said Will of the said Edward Hughes contained of charging with younger Children's Portions: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-first Day of July One thousand eight hundred and forty-two, the said Anne Hughes has been appointed Guardian of the Person of her said infant Son Hugh Robert Hughes the younger: And whereas in the Month of September last the said Mansion House and Offices at Kinmel Park aforesaid, with the Exception of some of the principal Walls thereof, which are still standing, were accidentally burnt down, and it is desirable, and would be for the Benefit of all Parties interested under the said Will and Codicils of the said Edward Hughes in the Manors, Hereditaments, and Premises thereby appointed and devised, that the same Mansion House and Offices, and the Premises connected therewith, should be forthwith rebuilt and reinstated: And whereas the Expences of rebuilding and reinstating the said Mansion House and Offices, and the Premises connected therewith, have been estimated at Nineteen thousand Pounds, and it is expedient, under the Circumstances, and will be for the Benefit of all Parties interested under the said Will and Codicils of the said Edward Hughes in the said Manors, Hereditaments, and Premises thereby appointed and devised, that the said William Lewis Lord Dinorben should be empowered in manner herein-after mentioned to raise, as well for that Purpose as for providing for the Expences of and in relation to this Act, any Sum or Sums not exceeding altogether Twenty thousand Pounds, with Interest, as herein-after mentioned, by mortgaging, in manner herein-after mentioned, without Prejudice to the annual Rents or Sums by the said William Lewis Lord Dinorben so as herein-before appearing charged, and covenanted eventually to be charged thereon, for the said Gertrude Lady Dinorben, pursuant to the jointuring Power aforesaid, all or any of the Messuages, Farms, Lands, Tenements, and Hereditaments mentioned or comprised in the Schedule to this Act annexed, with their Rights, Members, and Appurtenances; but the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said William Lewis Lord Dinorben, for himself and on behalf of his said infant Son, the said James Hughes, and the said Frances Margaret Lady Gardner, do 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 it shall be Lord Dilawful for the said William Lewis Lord Dinorben, either from Time norben emto Time or at one Time, to borrow and take up at Interest, in the borrow not Manner herein-after mentioned, any Sums or Sum of Money not ex- exceeding

ceeding 20,000% on

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Mortgage of Estates comprised in Schedule, repayable, with intermediate Interest half-yearly, by 20 annual Instalments.

ceeding in the whole Twenty thousand Pounds, and as a Security for the Money so to be borrowed, by Indenture or Indentures, to be duly sealed and delivered, to demise all or any of the Messuages, Farms, Lands, Tenements, and Hereditaments mentioned or comprised in the Schedule to this Act annexed, with their Rights, Members, and Appurtenances, to any Person or Persons, or Body or Bodies Politic or Corporate, who shall be willing to lend or advance the same, or to such Person or Persons as such Lender or Lenders may nominate or appoint, (and with full and express Power to the said William Lewis Lord Dinorben to be himself the Lender of all or any Part of the said Sum of Twenty thousand Pounds,) for any Term or Terms of Years, but to be subject and without Prejudice to the annual Rents or Sums by the said William Lewis Lord Dinorbenin and by the herein-before recited Indenture, dated on or about the Eleventh Day of February One thousand eight hundred and forty, charged and covenanted to be, in the Event therein mentioned, charged on the same Messuages, Farms, Lands, Tenements, and Hereditaments, or any of them, for the Benefit of the said Gertrude Lady Dinorben, pursuant to the Power for that Purpose therein and herein before recited, and to any annual Rents or Sums, Rent or Sum, to be by him under the same Covenant so charged thereon, and also to be subject to a Proviso or Provisoes, in such Mortgage or Mortgages to be contained, for the Cesser of every such Term or Terms of Years on Payment to the Party or Parties, Body or Bodies Politic or Corporate, who shall advance the same or any Part or Parts thereof, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, and such Interest as shall become due for the same, at the Times and in the Manner herein-after mentioned; (that is to say,) the Interest thereof, or of so much thereof as from Time to Time shall remain unpaid, at such Rate as shall be agreed upon, to be paid by equal half-yearly Portions on the Days to be therein appointed, and the first of such Payments to be appointed to be made at the End of Six Months next after the Date of the Mortgage, and the Principal Money to be paid off, One Twentieth Part thereof at the End of the Third Year from such Date, and a like Twentieth Part thereof at the End of each Year of the succeeding Nineteen Years, which Mortgage or Mortgages when so made shall bind every Person claiming or to claim any Estate, Right, Title, or Interest in or to the Hereditaments therein respectively comprised, under or by virtue of the said Will and Codicils, or any or either of them, of the said Edward Hughes, other than the said Gertrude Lady Dinorben in respect of the annual Rents or Sums to which it is herein-before declared such Mortgage or Mortgages shall be made subject, and every Person claiming or to claim under any Lease, or Contract or Agreement for Lease, hereinafter authorized to be made, or to the Effect of which it is herein-after declared such Mortgage or Mortgages shall be subject.

Power of Distress to Mortgagee for Principal and Interest if more than

II. Provided always, and be it further enacted, That whenever the Principal Money or Interest to be secured by any such Mortgage or Mortgages, or any Part thereof respectively, shall be in arrear and unpaid for more than Forty Days after the same respectively shall become due, it shall be lawful for the Mortgagee or Mortgagees, his,

her, or their Executors, Administrators, Successors, or Assigns, to Forty Days recover the same respectively, or so much thereof respectively as shall be then due, and the Costs and Charges attending the Recovery thereof, by Distress on the Hereditaments comprised in such Mortgage or Mortgages respectively, and Sale of the Things distrained, in such Manner as Rents may be by Law recovered by Landlords from their Tenants.

III. Provided always, and be it further enacted, That from and after the Decase of the said William Lewis Lord Dinorben, and after the Decease of any and every Person who, under or by virtue of the said Will and Codicils, or any or either of them, of the said EdwardHughes, may hereafter become entitled beneficially to the Possession Persons, the or to the Receipt of the Rents and Profits of all or any of the Here- Mortgagees ditaments in the said Schedule to this Act comprised, and which shall have been so mortgaged as aforesaid, either for an Estate in Tail or gaged Prefor his own Life only, and who if so entitled for an Estate Tail shall die under the Age of Twenty-one Years, or (though of full Age) after having been found a Lunatic by Inquisition, no Person or Persons, Interest and Body or Bodies Politic or Corporate, to whom any such Mortgage or One Instal-Mortgages shall have been made, his, her, or their Executors, Admi- ment of nistrators, Successors, or Assigns, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or of any thing in this Act contained, be entitled to recover, as against all or any of the Hereditaments in such Mortgage or Mortgages respectively comprised, any more than One Year's Arrear of the Interest which may before such Decease, but, as respects such lunatic Tenant in Tail, after such Finding, have accrued due upon any Principal Sum which may have been secured by and shall for the Time being remain due upon such Mortgage or Mortgages, or more than One Instalment for Principal Money which shall have fallen due before such Decease, but in the Case of such lunatic Tenant in Tail, after he or she shall have been so found a Lunatic.

After the Death of Lord Dinorben and certain other shall recover from mortmises, as Arrears, only One Year's

IV. Provided always, and be it further enacted, That every such Mortgages Mortgage as aforesaid shall contain a Proviso on the Part of the to contain a Mortgagee or Mortgagees for the quiet Enjoyment by the said quiet Enjoy-William Lewis Lord Dinorben, and the Person and Persons for the ment until Time being entitled under the said Will and Codicils, or any or Default by either of them, of the said $Edward\ Hughes$, of the Hereditaments in Mortgagee, such Mortgage comprised, and of the Rents, Issues, and Profits &c. thereof, until default shall be made by him, her, or them respectively in Payment of the Interest and Principal Monies secured by such Mortgage, or some Part thereof, at the Time and in manner in and by such Mortgage appointed for Payment thereof respectively.

V. Provided always, and be it further enacted, That, notwithstand- Power of ing any such Mortgage or Mortgages as aforesaid, it shall be lawful leasing confor the said William Lewis Lord Dinorben, and any other Person who, under the said Will and Codicils, or any or either of them, of the said Edward Hughes, shall for the Time being be entitled to grant not to be Leases of the Hereditaments comprised in such Mortgage or Mort-[Private.] gages, 12 $oldsymbol{p}$

tained in Will of said Edward Hughes affected by any Mort-

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gages, from Time to Time to make such Contracts and Agreements for granting Leases, and such Leases, of the same Hereditaments, as under the Power of leasing contained in the said Will of the said Edward Hughes the said William Lewis Lord Dinorben, or such Person, might have made had this Act and the said Mortgage or Mortgages not been passed and made respectively, and that such Mortgage or Mortgages shall also be subject to the Effect of all such Contracts and Agreements for Leases, and all such Leases, as may then already have been lawfully made, and may be then subsisting, and that the Rent or Rents to be reserved upon such Contract, Agreement, or Lease which shall or may be made or granted after the Execution of such Mortgage or Mortgages as aforesaid shall enure to the same Person or Persons, and be recoverable in the same. Manner, to whom and in which it would have enured and have been recoverable had such Contract, Agreement, or Lease been made or entered into previously to the Execution of such Mortgage or Mortgages.

Power of portioning contained in E. Hughes's Will, and Power of jointuring thereby given to J. Hughes pended.

VI. Provided nevertheless, and be it further enacted, That the Power of charging with younger Children's Portions by the said Will and Codicils, or some or one of them, given to the said William Lewis Lord Dinorben, and eventually to the said James Hughes, and the Power of jointuring by the said Will and Codicils, or some or one of them, given eventually to the said James Hughes, shall henceforth be severally suspended, so far as any Exercise thereof partially sus- respectively over all or any of the Hereditaments in the Schedule to this Act comprised may prejudicially affect any Mortgage or Mortgages to be made of the same Hereditaments under the Authority of this Act, but not otherwise.

On the Death of Lord Dinorben and certain other Persons, the then current Half Year's Interest and Year's Instalment of Principal to be apportioned between the Deceased's Representatives and their Issue or the Remainder-man.

VII. Provided always, and be it further enacted, That upon the Decease of the said William Lewis Lord Dinorben, then his Heirs, Executors, or Administrators, and upon the Decease of any and every Person who, under the said Will and Codicils, or any or either of them, of the said Edward Hughes, may hereafter become entitled beneficially to the Possession or to the Receipt of the Rents and Profits of all or any of the said Hereditaments in the said Schedule to this Act comprised, and which shall have been so mortgaged as aforesaid, either as Tenant in Tail or for his own Life only, and who if so entitled for an Estate Tail shall die under the Age of Twentyone Years, or (though of full Age) after having been found a Lunatic by Inquisition, then the respective Heirs, Executors, or Administrators of such Person so for the Time being dying shall pay so much of the half-yearly Payment of Interest which at the Death of the said William Lewis Lord Dinorben, or of such Person respectively, shall be accruing, and shall not have accrued due, on the Principal Money secured by such Mortgage or Mortgages, as shall be in proportion to the Time elapsed at such his or her respective Death of the then current Half Year, and shall also, in case such Death shall happen after the Expiration of the Second Year from the Date of such Mortgage or Mortgages respectively, pay so much of the annual Instalment which shall next become due after such Death of every Principal Sum so to be secured as aforesaid as shall be in proportion to the Time which at such Death shall have elapsed of the then current Year.

VIII. Provided always, and be it further enacted, That nothing Act not to in this present Act contained shall preclude or hinder the said preclude or William Lewis Lord Dinorben from entering into any personal Covenant or Agreement with any such Mortgagee or Mortgagees as by Lord Diaforesaid, for the Repayment in any Manner, or at any Time or norben to Times, of the Principal Money advanced by such Mortgagee or Mort-bind himself gagees, with Interest thereon at such lawful Rate as may be agreed personally. on, or to preclude or hinder any such Mortgagee or Mortgagees from recovering or obtaining Payment from the said William Lewis Lord Dinorben, his Heirs, Executors, or Administrator's, Estates or Effects, of the whole of the Principal and Interest Monies for the Time being owing or unpaid.

IX. And be it further enacted, That if the said Sum of Twenty If several thousand Pounds, herein-before authorized to be raised, shall be raised Mortgages, by more than One such Mortgage as aforesaid, and the Whole or any Part of the Hereditaments herein-before authorized to be mortgaged the Mortshall be comprised in Two or more such Mortgages as aforesaid, all gagees. Persons, Bodies Politic or Corporate, to whom such respective Mortgages shall be made, and those claiming by, from, through, or under such respective Mortgagees, shall be equally entitled, one with the other, to the Premises comprised in such Mortgages, according to the respective Sums advanced, without any Preference by reason of the Priority of Date of any such such Mortgage, or on any other Account whatsoever.

no Preference between

X. And be it further enacted, That all and every Sum and Sums of To whom Money to be raised by such Mortgage or Mortgages as aforesaid shall Money raised be paid into the Hands of John Abel Smith of Dale Park in the County shall be paid, of Sussex, Esquire, the said James Hughes of Llysdulas in the County the Payees, of Anglesey, a Lieutenant Colonel in Her Majesty's Army, and &c., and the Richard Henry Croft of Park Street, Grosvenor Square, in the County of Middlesex, Esquire, and shall be paid and applied by them in of the Money. manner and for the Purposes herein-after mentioned; and it shall be lawful for the said William Lewis Lord Dinorben (notwithstanding the Sum and Sums of Money aforesaid, or any Part thereof, may have been advanced by him), or in case of the Death of the said William Lewis Lord Dinorben before the rebuilding and reinstating hereby authorized shall have been completed, then for the said John Abel Smith, James Hughes, and Richard Henry Croft, after the Decease of the said William Lewis Lord Dinorben, from Time to Time to enter into any Contract or Contracts with any proper Person or Persons for rebuilding and reinstating the said Mansion House and Offices at Kinmel Park aforesaid, and the Premises connected therewith, (including therein completing the same, making them fit for Habitation, and providing them with proper Fixtures,) or for any of those Works, and also to rescind or vary any such Contract or Contracts, or otherwise to order and direct such rebuilding and reinstating, or any of those Works, or any Part thereof respectively, to be done and executed,

the Duties of Destination

executed, but so nevertheless that no such Contract or Contracts which shall or may hereafter be entered into by the said William Lewis Lord Dinorben shall be so entered into, or rescinded or varied, without the Consent and Approbation of the said John Abel Smith, James Hughes, and Richard Henry Croft, to be signified by some Writing under their Hands, and so that such rebuilding and reinstating as have been, or hereafter, under the Authority of this Act, shall or may be otherwise directed by the said William Lewis Lord Dinorben, be such as shall be approved of by the said John Abel Smith, James Hughes, and Richard Henry Croft, such Approbation to be signified by some Writing under their Hands; and the said John Abel Smith, James Hughes, and Richard Henry Croft shall and may pay and apply the Monies coming to their Hands under or by virtue of this Act, in the first place, in discharge of the Costs, Charges, and Expences of preparing and obtaining this Act, and incidental thereto, and of and incidental or relating to the making of any such Mortgage or Mortgages as aforesaid, including the Negociations for each or any Loan, and all Investigations of Title, and also in discharge of the general Costs, Charges, and Expences of the said John Abel Smith, James Hughes, and Richard Henry Croft in carrying into effect the Purposes of this Act; and in the next place, according to the Terms of such Contract or Contracts as aforesaid (if any), or of any Contract or Contracts (if any) already made by the said William Lewis Lord Dinorben, if they the said John Abel Smith, James Hughes, and Richard Henry Crost shall approve of such last-mentioned Contract or Contracts, such Approbation to be signified as aforesaid, or otherwise the said John Abel Smith, James Hughes, and Richard Henry Croft shall and may, at their Discretion, pay and apply such surplus Monies in or towards the Costs, Charges, and Expences of such rebuilding and reinstating as have been already or shall or may hereafter be ordered or directed by the said William Lewis Lord Dinorben, and approved of by them the said John Abel Smith, James Hughes, and Richard Henry Croft as aforesaid, or ordered and directed by them the said John Abel Smith, James Hughes, and Richard Henry Croft, after the Decease of the said William Lewis Lord Dinorben, or in any way consequent thereon or connected therewith, or incident or in any way relating thereto, and in such Manner as they shall, in their entire Discretion, think fitting and proper; and the Care and Execution henceforth of any such Contract or Contracts as aforesaid, or of such rebuilding and reinstating as may be otherwise ordered, directed, and approved of as aforesaid, shall be under the Superintendence of the said John Abel Smith, James Hughes, and Richard Henry Croft, or of the Surveyor to be appointed by them for the Purpose; and if any Balance shall remain in the Hands of the said John Abel Smith, James Hughes, and Richard Henry Croft, after such Payments as herein-before are mentioned shall have been made, the same shall be paid in discharge of the Principal Debt or Sum secured by any such Mortgage or Mortgages, so far as such Balance shall extend to pay, and so as to reduce proportionably the annual Instalments of such Debt or Sum, or any such Debts or Sums, or such of the said Instalments as shall not have fallen due.

Mortgage

subsisting,

Persons to

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XI. And be it further enacted, That immediately upon any Mortgage being made under the Authority of this Act, and thenceforth yearly during such Time as the Whole or any Part of the Principal Tenants for Money raised by virtue of this Act, or the Interest thereof, shall Life in posremain unpaid, each Person for the Time being beneficially entitled session and certain other under the said Will and Codicils, or any or either of them, of the said Edward Hughes, to an Estate for Life in possession in the insure Build-Manors and other Hereditaments and Premises thereby appointed ings, and and devised, shall, at his own Expence, and the Guardian or Guardians, produce Re-Committee or Committees respectively of each Person for the Time Cremiums being beneficially entitled under the same Will and Codicils, or any and Duty. or either of them, to an Estate in Tail in possession in the same Manors, Hereditaments, and Premises, but who shall be under the Age of Twenty-one Years, or a Lunatic found such by Inquisition, shall respectively, at the Expence of the Estate of such respective Infant or Lunatic, Tenant in Tail, insure the Part or the Whole (as the Case may be) for the Time being rebuilt of the said Mansion House and Offices, and keep the same insured from Loss or Damage by Fire in some or one of the public Offices for effecting such Insurances in London or Westminster, and in the Names of the said John Abel Smith, James Hughes, and Richard Henry Croft, or of the Persons for the Time being authorized under this Act, or any Appointment made thereunder, to carry into execution the then executed Purposes of this Act, and in such Sums or Sum (not exceeding altogether Twenty thousand Pounds) as at the annual Period for making or continuing such Insurance shall be equal to the Value of the Part or the Whole (as the Case may be) then rebuilt of the said Mansion House and Offices, and when thereto required in Writing by any adult Person, or by the Guardian or Guardians of any infant Person, or by the Committee or Committees of any lunatic Person found such by Inquisition, respectively entitled beneficially under the said Will and Codicils, any or either of them, of the said Edward Hughes, to an Estate for Life or in Tail in the said Manors, Hereditaments, and Premises, in Remainder, whether immediately expectant on the Estate of the Tenant for Life or in Tail by whom, or whose Guardian or Guardians, Committee or Committees respectively, such Insurance is herein-before directed to be made, or not so expectant, shall produce in London or Westminster, to and at the Expence of the Person or Persons so requiring the same, the Receipts or Receipt given on the Payment of the Premiums or Premium and Duty last for the Time being payable on such Insurances or Insurance.

XII. And be it further enacted, That in case the Person or Persons In default herein-before directed to make and continue such Insurances or thereof, some Insurance, and to produce such Receipts or Receipt, shall at any one in Re-Time, whilst any Principal Money raised under the Authority of this Act, or the Interest thereof, shall remain unpaid, neglect or otherwise fail to make or continue such Insurances or Insurance, or shall, upon or after such Requisition, refuse, or for the Space of Seven Days omit to so produce the Receipts or Receipt aforesaid, it shall in Debt. either of those Cases be lawful for some one of the Persons on whose Requisition such Receipts or Receipt are or is herein-before directed [Private.]

mainder may insure, and recover the Amount by Distress or

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directed to be produced, but so long only as any such Principal Money or Interest shall remain unpaid, to pay all such Monies, and do and authorize all such Acts, as shall be necessary or proper for insuring in such Offices or Office as aforesaid, and in the Names and Amount aforesaid, the Buildings so uninsured, or the last Receipts or Receipt for the Premium and Duty on the Insurances or Insurance of which shall not be so produced, and thereupon to recover the same Amount, and the Costs and Charges attending the Recovery thereof, either by Distress, to be made during the Life of the Person the Laches of whom, or whose Guardian or Guardians, Committee or Committees respectively, shall have occasioned the Payment of such Monies, on any Part or Parts of the Manors, Hereditaments, and Premises appointed and devised by the said Will and Codicils, or any or either of them, of the said Edward Hughes, and by Sale of the Things distrained, in such Manner as Rents may be by Law recovered by Landlords from their Tenants, or by an Action of Debt against the Executors or Administrators of the same Person, if he or she shall be dead.

To whom Insurance Money payable in case of Fire, and how to be applied.

XIII. And be it further enacted, That if, whilst any Principal Money raised under the Authority of this Act, or the Interest thereof, shall remain due on any Mortgage made by virtue of this Act, the Buildings for the Time being so insured shall be destroyed or damaged by Fire, then and as often as any such Case shall happen the Money payable on the Policies or Policy respectively whereby such Buildings are so insured shall be payable and paid to the said John Abel Smith, James Hughes, and Richard Henry Croft, or the Persons for the Time being authorized under this Act, or any Appointment made thereunder, to carry into execution the then unexecuted Purposes of this Act, who in respect of the Purposes of this Act shall be deemed to have a sufficient Interest in such Insurances or Insurance to enable them to sue on the Policies or Policy thereof, and they from Time to Time shall pay and apply the Monies which for the Time being they shall actually receive by virtue of such Policies or Policy, and which shall remain after discharging the Costs, Charges, and Expences they shall from Time to Time incur, disburse, or be put to in the Execution of the Powers hereby devolved on them, in or towards substantially rebuilding, repairing, or otherwise reinstating the Buildings for the Time being destroyed or damaged by such Fire; and they for those Purposes shall have and are hereby invested with the same or the like Powers of entering into and rescinding or varying Contracts, and generally of ordering and directing the Execution of Works, and of placing the Care and Execution of such Contracts and Works, any or either of them, under the Superintendence of their Surveyor, as herein-before are given to the said John Abel Smith, James Hughes, and Richard Henry Croft, either after or before the Decease of the said William Lewis Lord Dinorben relatively to the rebuilding and reinstating for effecting which (amongst other Purposes) the said Sum of Twenty thousand Pounds is herein-before authorized to be raised.

Indemnity to Persons in whose XIV. Provided always, and be it further enacted, That neither the said John Abel Smith, James Hughes, and Richard Henry Croft,

or any of them, nor any Persons or Person to be, under the Provisions Names the herein-after for that Purpose contained, appointed in the Stead of Policies are them or any of them, shall have any Power whatever to compel the effecting or continuing of any such Insurance as aforesaid, nor shall be concerned to see any such Insurance effected or continued, or be answerable for the same not having been been effected or continued, and that they shall not, until sufficient Funds shall have been placed within their Power, be compellable to take any Proceeding or Step for or towards the Recovery of the Monies assured by the Policy of any such Insurance.

effected.

XV. And be it further enacted, That the Receipt or Receipts in Indemnity to Writing of the said John Abel Smith, James Hughes, and Richard Persons pay-Henry Croft, for any Money payable to them under or by virtue of ing Money this Act, shall be a good and sufficient Discharge and good and under this sufficient Discharges for the company that the Discharges for the company that the Discharges and good and act. sufficient Discharges for the same; and that the Person or Persons to whom such Receipt or Receipts shall be respectively given shall , not be answerable or accountable for the Loss, Misapplication, or Nonapplication, or be in anywise bound or concerned to see to the Application of the Money in such Receipt or Receipts respectively acknowledged to be received.

XVI. Provided always, and be it further enacted, That if at any In case of Time or Times before all the Purposes of this Act shall have been Death, &c. carried into execution the said John Abel Smith, James Hughes, and Richard Henry Croft, or any or either of them, or any other Person or Persons who may be appointed under this present Power, shall die, Act, Court or decline or become incapable to act, or desire to be discharged from of Chancery acting in the Execution of the Purposes of this Act, then and so often as the same shall happen it shall be lawful for Her Majesty's High Court of Chancery, in a summary Way, upon the Petition of the said William Lewis Lord Dinorben during his Life, and after his Decease of the Person for the Time being beneficially entitled under the said Will and Codicils, or any or either of them, of the said Edward Hughes, to the Possession or the Receipt of the Rents and Profits of the Hereditaments comprised in the Schedule to this Act, either as Tenant in Tail or for Life, if such Person shall be of full Age and of sound Mind, but if not, then of his or her Guardian or Committee for the Time being, should there be such, but should there be no such Guardian or Committee, then on the Petition of any Person interested under the said Will and Codicils, or any or either of them, in the same Hereditaments, to nominate or appoint any other Person or Persons in the Stead or Place of them the said John Abel Smith, James Hughes, and Richard Henry Croft, or of such One or more of them, or of such other Persons, or of such One or more of them who shall so die, or decline or become incapable to act, or desire to be discharged; and such Person or Persons so to be nominated shall and may act or concur in acting in the Execution of the Purposes or Powers of this Act, with such and the same Powers, and in such and the same Manner, and shall have such and the like Discretions, in all Things, as if he or they had originally in and by this Act been nominated and appointed for the Purposes aforesaid; and it shall also be lawful for the said Court of Chancery

of Persons appointed to execute this to appoint

Chancery to make such Orders or Directions as may be thought necessary or proper, for the Purpose of vesting the Monies, if any, for the Time being remaining unexpended and unapplied to the Purposes of this Act, and the subsisting Policy or Policies of Insurance, if any, in the Person or Persons so to be appointed as aforesaid, jointly with the Survivors or Survivor, others or other of them, the said John Abel Smith, James Hughes, and Richard Henry Croft, or such other Person or Persons as aforesaid, or for the Investment of those Monies, and such other Orders and Directions as the Circumstances of the Case shall require.

For the general Indemnity and Reimbursement of Persons appointed and to be appointed to execute Act.

XVII. Provided always, and be it further enacted, That the said John Abel Smith, James Hughes, and Richard Henry Croft, and the Person or Persons to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, Administrators, and Assigns of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they respectively shall actually receive by virtue of this Act, notwithstanding their or any of their giving or signing, or joining in giving or signing any Receipt or Receipts for the sake of Conformity, and any One or more of them shall not be answerable or accountable for the others or other of them, or for involuntary Losses; and also that it shall be lawful for them, with and out of the Monies which shall come to their respective Hands by virtue of this Act, to retain to and reimburse themselves respectively, and also to allow to the other or others 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 the Purposes of this Act, or in relation thereunto.

In case of Death of One of the Persons appointed or to be appointed, Survivors may continue to act for

XVIII. Provided always, and be it further enacted, That in case of the Death of any one of them the said John Abel Smith, James Hughes, and Richard Henry Croft, or of any Person or Persons to be so appointed as aforesaid, before the Purposes of this Act, as respects them, shall have been completed and fulfilled, it shall be lawful to and for the Survivors for the Time being of them to continue to act in and for the same Purposes during the Space of Four Calendar Months Four Months, from the Date of such Death, as fully, to all Intents and Purposes, and with the same Powers and Discretions, (any thing herein-before contained to the contrary notwithstanding,) as if the one of them so dying had been still living and continuing to act jointly with the others of them in and for the same Purposes.

General Saving.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said William Lewis Lord Dinorben and his said infant Son, and the Heirs Male of the Body of that Son, and every other Son of the said William Lewis Lord Dinorben, and the Heirs Male of the Body of each such other Son, and the said infant Son of the said Hugh Robert Hughes, and the Heirs Male of the Body of the same Son, and the said James Hughes, and every Son of his, and the Heirs Male of the Body of each such Son, and the said Paul Panton and David Pennant, and their Heirs, and

the said Mary Martha Hughes, and the Heirs Male of her Body, and the said Frances Margaret Lady Gardner, the Wife of the said Alan Legge Lord Gardner, and the Heirs Male of her Body, and every other Person claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said Will and Codicils, or any or either of them, of the said Edward Hughes, and not being the said Alan Legge Lord Gardner or the said Gertrude Lady Dinorben, or any Person claiming or to claim under any Exercise already lawfully or to be hereafter made or contracted or agreed to be made of the said Power of leasing contained in the same Will,) all such Estate, Right, Title, and Interest of, in, to, out of, or upon the said Hereditaments comprised in the said Schedule to this Act annexed, as they or any and every of them had before the passing of this Act, or would, could, or might have had and enjoyed or been entitled to if this Act had not been passed.

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

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Tenants.	Farms,		Parish	hes.			Gross Rent, subject to a Rise or Fall
		Denbigh.	Llanrhiaidr.	Henllan.	Bodfary.	Acreage.	the Price of Wheat.
Relayand Rings		A. B.	A. R. P.	A. R. P.	. A. R. P.	A. R. P.	. s. d.
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Robert Hughes -	Allotment -	1	1	6 0 5	1	c 0 9	5 8 0
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Llewellyn Lloyd, Esq	Plane Fields -	•	1	•	25 1 30	25 1 30	20 0 0
John W. Lloyd	Brookhouse .		228 2 19	•	•	228 2 19	419 0 0
Joseph Lloyd	Kilford .	- 128 2 32	80 1 15	1	•	200 0 7	385 0 0
Mrs. Maddox	Gambwll .	•	1 1 36	1		1 1 36	2 10 0
Richard Owen	Lleweny Hall -	33 0 6	72 1 13	126 1 1	73 2 1	305 0 21	484 0 0

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SUMMARY.

·		Λ.	R.	P.	
Land in the Parish of Denbigh -	•	289	2	30	
Ditto in the Parish of Llanrhiaidr	•	1,114	3	21	
Ditto in the Parish of Henllan -	-	725	3	9	
Ditto in the Parish of Bodfary -	-	1,866	1	27	
Acres	-	3,996	3	, 7	
Gross Rent per Annum	•	•	•	- £	5,133 4 10

Also all other the Messuages, Farms, Lands, Tenements, and Hereditaments conveyed by the Indenture dated on or about the Ninth March One thousand eight hundred and eleven, in the above Act recited or referred to, the Farm called Pentre, herein-before mentioned, and stated to contain Forty-four Acres, only excepted.

J. Murray.

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