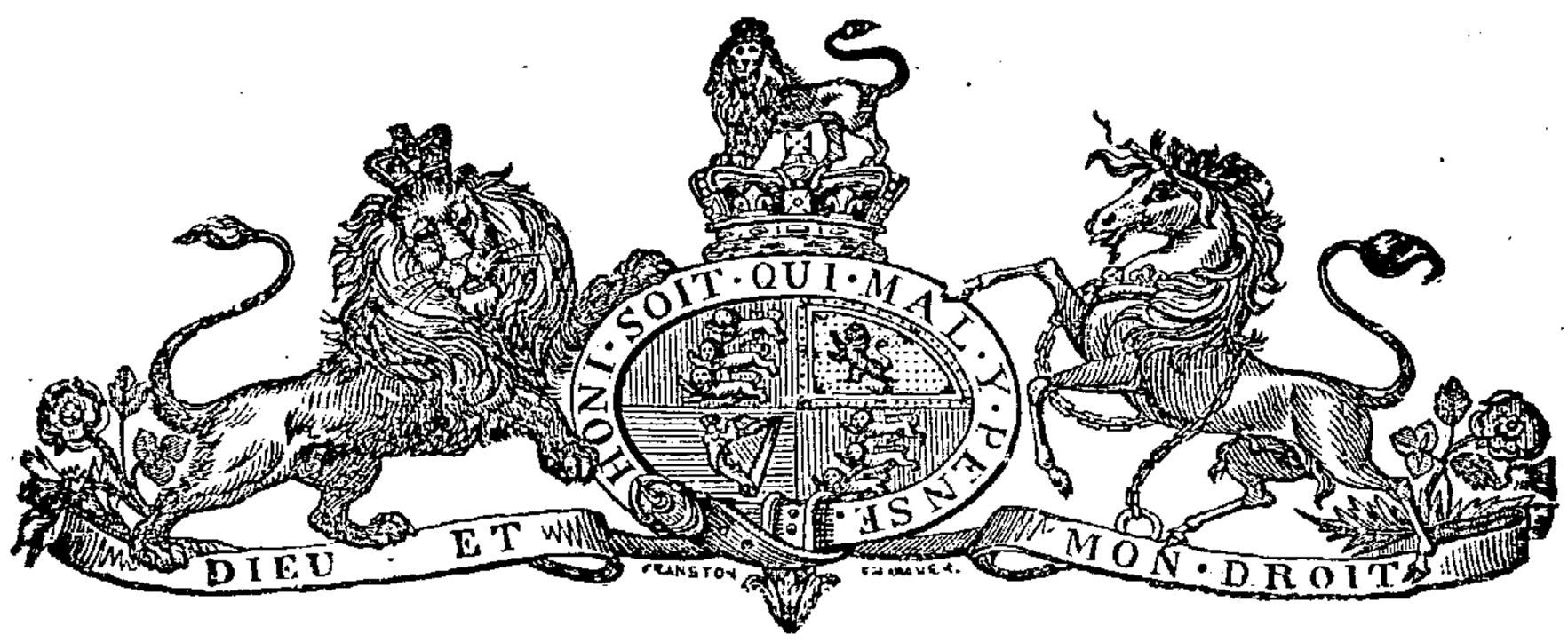


ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

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after giving divers pecuniary and specific Legacies, and bequeathing his Plate, Jewels, and certain Books as therein specially mentioned, and giving and bequeathing his Dwelling House situate in *Queen Anne Street, Westminster*, as therein also mentioned, and after reciting that he had at various Times made Purchases of Lands in the County of *York*, by which his Estates in the said County had been added to and improved, in diminution of his Personal Estate, the said Testator thereby subjected and charged so much and such Part and Parts of his Lands and Hereditaments as were situate on the South Side of the River *Dunn* and within the Manor and Township of *Rotherham* in the said County of *York* with the Payment of the Sum of Ten thousand Pounds to his Executors, for the Purposes of his Will, and as Part of his Personal Estate, within Twelve Months after his Death, and to carry Interest from his Death until the same should be raised at the Rate of Five Pounds *per Centum per Annum*; and for the better securing the raising and Payment of the said Sum of Ten thousand Pounds, and Interest, the said Testator gave and devised the said Hereditaments and Premises so charged therewith as aforesaid unto the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from his Death, without Impeachment of Waste, upon trust by the Ways or Means therein mentioned to levy and raise or borrow and take up at Interest the said Sum of Ten thousand Pounds; and after devising unto his said Wife and her Assigns for her Life an Annuity of One thousand five hundred Pounds, and in the event therein mentioned a further or additional Annuity of Five hundred Pounds, to be respectively charged and chargeable upon his said Manors, Messuages, Lands, Tenements, and Hereditaments in the said County of *York*, with the usual Powers for securing and recovering the same, and after devising the said Manors, Messuages, Lands, Tenements, and Hereditaments, subject to the said Annuities, unto *William Beckford* of *King Street* in the Parish of *St. James'* in the City of *Westminster* and *Henry Walker* of *Rotherham* in the County of *York*, Esquires, their Executors, Administrators, and Assigns, for the Term of One thousand Years, to be computed from the said Testator's Death, without Impeachment of Waste, upon the Trusts therein mentioned, for better securing and recovering Payment of the said Annuities, with a Proviso for Cesser of the said Term when all the Trusts thereby limited concerning the same should expire or be satisfied, and all the Costs which should have been sustained in the Execution of the Trusts thereof should be fully discharged, the said Testator gave and devised the said Manors, Messuages, Lands, Tenements, and Hereditaments, subject as therein and herein-before mentioned, and all other the Manors, and Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments, in the Kingdom of

of *Great Britain*, whereof, wherein, or whereto he was seised or entitled, in possession, reversion, remainder, or expectancy, or otherwise howsoever, (except such Estates as he might hold as a Trustee only,) unto and to the Use of the said *William Beckford* and *Henry Walker*, their Heirs and Assigns, upon trust to convey, settle, and assure the same to the Use of his the said Testator's eldest or only Son who might be born in his Lifetime or within due Time after his Decease, and his Assigns, during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of Trustees and their Heirs during the Life of his said Son, to preserve contingent Remainders, with Remainder to the First and other Sons of his the said Testator's said eldest or only Son successively in Tail Male, with Remainder to his the said Testator's Second Son and his Assigns during his Life, without Impeachment of Waste, with a like Remainder to Trustees and their Heirs during the Life of such Second Son, to preserve contingent Remainders, with Remainder to the First and other Sons of his the said Testator's Second Son successively in Tail Male, with like successive Remainders to his the said Testator's Third, Fourth, Fifth, Sixth, and all and singular other his Sons, in Order and Course as they should respectively be in Seniority of Age, and for and during their respective natural Lives, without Impeachment of Waste, with Remainders, to be limited on the Determination of each such Son's Life Estate by Forfeiture or otherwise in his Lifetime, to Trustees and their Heirs during the Life of the Person whose Estate should so determine, for preserving contingent Remainders, and with Remainder to be inserted and limited to take effect immediately after the Decease of each such Son, and antecedent to the Life Estate of the next Brother, to the First and other Sons of every Son so dying successively in Tail Male, that is to say, so that every elder of his the said Testator's said Sons should and might have and take an Estate for Life in the said Premises, with Remainder to his First and other Sons successively in Tail Male, before the younger of his the said Testator's said Sons and the Sons of such younger Sons, and in default of Issue Male of all his the said Testator's said Sons, to the Use of Major General Sir *Kenneth Mackenzie Howard* and his Assigns for and during the Term of his natural Life, without Impeachment of Waste, with Remainder to Trustees and their Heirs during the Life of the said Sir *Kenneth Mackenzie Howard*, to preserve contingent Remainders, with Remainder to the First or only Son of the said Sir *Kenneth Mackenzie Howard* born or to be born in the said Testator's Lifetime, and his Assigns, for his Life, without Impeachment of Waste, with a like Remainder to Trustees and their Heirs during the Life of such Son, to preserve contingent Remainders, with Remainder to the First and other Sons of such First or only Son of the said Sir *Kenneth Mackenzie Howard* successively in Tail Male, with like successive Remainders to the

Second,

Second, Third, Fourth, Fifth, Sixth, and all and singular other the Sons of the said Sir *Kenneth Mackenzie Howard* born or to be born in his the Testator's Lifetime as aforesaid, in Order and Course as they should respectively be in Seniority of Age, for and during their respective natural Lives, without Impeachment of Waste, with Remainder, to be limited on the Determination of each such Son's Life Estate by Forfeiture or otherwise in his Lifetime, to Trustees and their Heirs during the Life of the Person whose Estate should so determine, for preserving contingent Remainders, with Remainder, to be inserted and limited to take effect immediately after the Decease of each such Son, and antecedent to the Life Estate of his next Brother, to the First and other Sons of every Son so dying successively in Tail Male, that is to say, so that every elder of the said Sons of the said Sir *Kenneth Mackenzie Howard* born in the said Testator's Lifetime might have and take an Estate for Life in the said Premises, with Remainder to his First and other Sons successively in Tail Male, before the younger of the said Sons and the Sons of such younger Sons, with Remainder to all and singular the Son and Sons of the said Sir *Kenneth Mackenzie Howard* who should be born after the said Testator's Decease, severally and successively in Tail Male, and in default of such Issue, to the Use of *Thomas Peregrine Courtenay* of *Clay Hill* in the County of *Kent*, Esquire, and his Assigns, during the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of Trustees and their Heirs during the Life of the said *Thomas Peregrine Courtenay*, to preserve contingent Remainders, with Remainder to the eldest Son of the said *Thomas Peregrine Courtenay* and his Assigns during the Term of his natural Life, without Impeachment of Waste, with a like Remainder to Trustees and their Heirs during the Life of such Son, to preserve contingent Remainders, with successive Remainders to the Second, Third, Fourth, Fifth, Sixth, and all and singular other Sons of the said *Thomas Peregrine Courtenay* born or to be born in the said Testator's Lifetime, in Order and Course as they should respectively be in Seniority of Age, for and during their respective Lives, without Impeachment of Waste, with Remainder, to be limited on the Determination of each such Son's Life Estate by Forfeiture or otherwise in his Lifetime, to Trustees and their Heirs during the Life of the Person whose Estate should so determine, for preserving contingent Remainders, and with Remainders, to be inserted and limited to take effect immediately after the Decease of each such Son, and antecedent to the Life Estate of his next Brother, to the First and other Sons of every Son so dying successively in Tail Male, that is to say, so that every elder of such Sons of the said *Thomas Peregrine Courtenay* should and might have and take an Estate for Life in the said Premises, with Remainder to his First and other Sons successively in Tail Male, before the younger of such Sons and the Sons of such

younger Sons, with Remainder to all and singular the Son and Sons of the said *Thomas Peregrine Courtenay* who should be born after the said Testator's Decease, severally and successively in Tail Male; and in default of such Issue, to the Use of the said Testator's own right Heirs for ever; and the said Testator's Will was, that in the Settlement to be so made of his said Estates as aforesaid there should be inserted and contained a Proviso or Condition requiring, under the Penalty of Forfeiture, the Person or Persons to whom an Estate for Life was by the said Will directed to be limited, within One Year after coming into possession of his said Manors, Messuages, Lands, Tenements, and Hereditaments, or into the Receipt of the Rents and Profits thereof, to take upon himself, herself, or themselves, and use and continue, the Surname of *Howard* only; and the said Testator also directed that in such Settlement there should be inserted Powers for the Person or Persons who for the Time being should be in possession or entitled to the Rents, Issues, and Profits of any of the Manors, Messuages, Lands, Tenements, and Hereditaments as aforesaid, as Tenant or Tenants for Life, by virtue of the Limitations therein-before contained, by Indenture or Indentures to demise or lease the said Premises or any Part thereof to any Person or Persons, for any Term of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as upon every such Lease or Demise there should be reserved and contained the best and most improved yearly Rent or Rents that could be had or gotten, and without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for granting the same, and so as the same contained all proper and usual Covenants for farming and managing the Premises comprised therein according to the Custom of the Country, and should be made subject to a Proviso for Re-entry on Nonpayment of the Rent or Rents to be thereby reserved, and should not be made without Impeachment of Waste, and so as the Tenant or respective Tenants should execute the same or Counterparts thereof; and the said Testator also directed that in such Settlement there should be inserted proper Powers for his Sons successively, when in possession, and also for the said Sir *Kenneth Mackenzie Howard* and *Thomas Peregrine Courtenay* respectively, and their respective Sons successively, when in possession, to limit by way of Jointure, and in bar of Dower, in favour of any Woman or Women with whom they respectively had married or might marry, and either before or after Marriage, any annual Rent or yearly Sum not exceeding the annual Rent or yearly Sum of Eight hundred Pounds, clear of Land Tax and all other Deductions, to be charged on all or any of the said Hereditaments and Premises, and to be payable as therein mentioned, with the usual Powers of Distress and Entry, and a Term of Years, to a Trustee, for better securing and enforcing the Payment thereof, so as none of the

said Hereditaments should at one and the same Time be chargeable with the immediate Payment of Two or more Rent-charges; and the said Testator declared and directed, that if his said Trustees or any of them should die, or refuse or decline to act in the Trusts of the Will, then a new Trustee or Trustees might be appointed by the surviving or continuing Trustee or Trustees under the same Trusts, or the Executors or Administrators of the surviving Trustee, and the Trust Estate, Monies, and Premises of which the Trustee dying or declining was a Trustee should in that Case be conveyed, assigned, and transferred so as to be vested in such new and such surviving or continuing Trustees, or in such new Trustees wholly, as the Case might be, upon the same Trusts and with the same Powers as were therein-before mentioned and declared, and so from Time to Time as often as that Case should happen: And whereas the said Testator *Richard* Earl of *Effingham* departed this Life on or about the Tenth Day of *December* One thousand eight hundred and sixteen, without Issue, and without having revoked or altered his said Will, except as the same was partly revoked or altered by a Codicil thereto, dated the Twenty-ninth Day of *March* One thousand eight hundred and sixteen, which did not affect the Devises, Limitations, or Powers in the same Will contained concerning the said Testator's Real Estates thereby devised in trust to be settled as aforesaid, and the said Will and Codicil were on or about the Twenty-seventh Day of *January* One thousand eight hundred and seventeen duly proved in the Prerogative Court of the Archbishop of *Canterbury*: And whereas upon the Decease of the said Testator *Richard* Earl of *Effingham*, Sir *Kenneth Alexander Howard* (in the said Will called Sir *Kenneth Mackenzie Howard*), who thereupon succeeded to the Title of Lord *Howard* of *Effingham*, and became seised or entitled, under or by virtue of the said Will, of or to an Estate or Interest during his Life in the Hereditaments thereby devised in trust to be settled as aforesaid, and accordingly entered into the Possession of such Hereditaments, or the Receipt of the Rents and Profits thereof, and continued in such Possession or Receipt of Rents and Profits until the Time of his Decease, herein-after mentioned: And whereas the Right Honourable *Harriet Elizabeth* Countess of *Effingham*, the Widow of the said Testator, died in or about the Year One thousand eight hundred and twenty-seven, and all Arrears of the said Annuities of One thousand five hundred Pounds and Five hundred Pounds respectively devised to her by the said Will, which accrued due to her up to the Time of her Decease, have long since been paid and satisfied, and all the Trusts of the said Term of One thousand Years limited for securing the same Annuities have been fully performed or have become incapable of taking effect, and the said Term is no longer subsisting: And whereas by Indenture bearing Date on or about the Fifth Day of *December* One thousand eight hundred

Indenture dated 5th Dec. 1817.

hundred and seventeen, and made or expressed to be made between the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps* of the one Part, and the Right Honourable *Archibald John* Earl of *Rosebery* of the other Part, in consideration of Ten thousand Pounds by the said *Archibald John* Earl of *Rosebery* paid to the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps*, the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps* in pursuance and part execution of the Trust in them reposed by the said Will, bargained, sold, assigned, transferred, and set over unto the said *Archibald John* Earl of *Rosebery* all and singular the several Capital and other Messuages, Cottages, Mills, Farms, Lands, Tenements, Tithes, Coal and other Mines, Quarries, and other Hereditaments, then late of the said *Richard* Earl of *Effingham* deceased, situate and being or arising on the South Side of the River *Dun*, and within the Manor and Township of *Rotherham* aforesaid, and all and singular other the Premises comprised in the said Term of Five hundred Years, to hold the same unto the said *Archibald John* Earl of *Rosebery*, his Executors, Administrators, and Assigns, for the Residue of the said Term, subject nevertheless to a Proviso for Redemption in the said Indenture contained on Payment by the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps*, or the Person or Persons for the Time being entitled under the said Will to the said Hereditaments in remainder expectant upon the Determination of the said Term, unto the said *Archibald John* Earl of *Rosebery*, his Executors, Administrators, or Assigns, of the Sum of Ten thousand Pounds, and Interest at Five *per Centum per Annum*, at the Time therein mentioned: And whereas by Deed Poll bearing Date on or about the Eighth Day of *December* One thousand eight hundred and seventeen, under the Hand and Seal of the said *Archibald John* Earl of *Rosebery*, the said *Archibald John* Earl of *Rosebery* thereby acknowledged and declared that the said Sum of Ten thousand Pounds was the proper Money of the said *Kenneth Alexander* Lord *Howard* of *Effingham*, and that he the said *Archibald John* Earl of *Rosebery*, his Executors, Administrators, and Assigns, would assign the same Monies and Premises as the said *Kenneth Alexander* Lord *Howard* of *Effingham* should direct, and would in the meantime stand possessed of the same in trust for the said *Kenneth Alexander* Lord *Howard* of *Effingham*, his Executors, Administrators, and Assigns: And whereas in or about the Year One thousand eight hundred and thirty-seven *Kenneth Alexander* Lord *Howard* of *Effingham* was by Letters Patent under the Great Seal of *England* created Earl of *Effingham*: And whereas the said *Kenneth Alexander* Earl of *Effingham* duly made and published his last Will and Testament in Writing, bearing Date on or about the Twenty-eighth Day of *July* One thousand eight hundred and thirty-seven, and executed and attested as was then required by Law for giving Validity to Devises of Freehold Estates,

Deed Poll, dated 8th Dec. 1817.

Will of Kenneth Alexander Earl of Effingham, dated 28th July 1837.

Estates, and thereby, by virtue and in exercise of the Power and Authority for that Purpose given to him by the therein-recited Will and Codicil of *Charles* then late Duke of *Norfolk*, and the said herein-before recited Will of the said *Richard* Earl of *Effingham*, respectively deceased, and of all other Powers, gave, limited, and appointed unto his Wife *Charlotte* Countess of *Effingham* a yearly Sum of Four hundred Pounds, to be charged upon and issuing out of certain Lands and Hereditaments directed to be purchased by the Will of the said *Charles* Duke of *Norfolk*, and also One other clear yearly Sum or annual Rent-charge of Eight hundred Pounds, to be charged upon and issuing out of the Manors, Lands, and Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* as aforesaid; and the said *Kenneth Alexander* Earl of *Effingham* directed that the said yearly Sums of Four hundred Pounds and Eight hundred Pounds, making together the Sum of One thousand two hundred Pounds, should be paid to his said Wife and her Assigns for her Life, as and for her Jointure, and in bar of Dower, and gave his said Wife and her Assigns full Powers of Distress and Entry, and all other Powers and Remedies whatsoever which he was in any Manner authorized and enabled to give and grant to her and them, for compelling and enforcing Payment of the said Annuities; and the said *Kenneth Alexander* Earl of *Effingham*, after giving divers pecuniary Legacies, and bequeathing all his Jewels, Plate, and Books as therein mentioned, gave and bequeathed to the said *Archibald John* Earl of *Rosebery*, and to the Honourable *Archibald Primrose* commonly called Lord *Dalmeny*, and *William Hervey* Esquire, their Executors, Administrators, and Assigns, all his Money and Securities for Money, and all and singular other his Personal Estate and Effects whatsoever, not therein-before specifically disposed of, which he should die possessed of or entitled unto, after Payment of his Debts, Funeral and Testamentary Expenses, and the Legacies and Annuities bequeathed by that his Will or any Codicil or Codicils thereto, upon trust to sell, dispose of, and convert into Money so much thereof as should not consist of Money or Securities for Money, and convert the same in manner therein mentioned, and upon further Trust to lay out and invest all the said Trust Funds and Securities in the Purchase of Freehold Lands of Inheritance in Fee Simple, with or without Copyhold or Customary or Leasehold Land convenient to be held therewith, to be situate in *England* or *Wales*, and settle and assure the same to the Uses and in manner therein mentioned; and the said *Kenneth Alexander* Earl of *Effingham* appointed his eldest Son, the Honourable *Henry* Lord *Howard*, and the said *Archibald John* Earl of *Rosebery* and *Archibald* Lord *Dalmeny* and *William Hervey* his Executors: And whereas the said *Kenneth Alexander* Earl of *Effingham* made a Codicil to his said Will, bearing Date the Thirty-first Day of *July* One thousand eight hundred and forty-four, and thereby revoked a pecuniary Legacy given

given by his said Will, and gave certain other Legacies and an Annuity as therein mentioned, and in the event therein mentioned directed that the said Annuity of Four hundred Pounds given to his said Wife for her Life should be paid out of the Dividends and Interest of his residuary Personal Estate, but such Codicil did not further or otherwise revoke or alter his said Will; and the said *Kenneth Alexander* Earl of *Effingham* departed this Life in the Month of *February* One thousand eight hundred and forty-five, without having revoked or altered his said Will, except so far as the same was revoked or altered by the said Codicil, and the said Will and Codicil were duly proved on or about the Sixteenth Day of *April* One thousand eight hundred and forty-five in the Prerogative Court of the Archbishop of *Canterbury:* And whereas upon the Decease of the said *Kenneth Alexander* Earl of *Effingham* the said *Henry* Lord *Howard* (who thereupon succeeded to the Title and Dignity of Earl of *Effingham*) became seised or entitled, under or by virtue of the said Will of the said Testator *Richard* Earl of *Effingham*, to an Estate or Interest during his Life in the Hereditaments thereby devised in trust to be settled as aforesaid, and accordingly entered into and has ever since remained and is now in the Possession of such Hereditaments, or the Receipt of the Rents and Profits thereof: And whereas by Indenture bearing Date on or about the Thirteenth Day of *October* One thousand eight hundred and forty-nine, and made or expressed to be made between the said *Henry* Earl of *Effingham* of the First Part, the Right Honourable *Eliza* Countess of *Effingham* his Wife of the Second Part, and the said *Archibald* Lord *Dalmeny* of the Third Part, the said *Henry* Earl of *Effingham*, by virtue and in exercise of the Powers or Power to him for that Purpose given or limited, or directed to be given or limited, by the said Will of the said *Richard* Earl of *Effingham*, and of every other Power, did grant, limit, and appoint unto and to the Use of the said *Eliza* Countess of *Effingham* and her Assigns during her Life, in case she should survive him the said *Henry* Earl of *Effingham*, One annual Sum or yearly Rent-charge of Three hundred Pounds, to be issuing and payable out of and charged and chargeable upon all and singular the Manors or Lordships, Messuages, Farms, Lands, Hereditaments, and Premises, comprised in and devised by the said Will of the said *Richard* Earl of *Effingham*, and thereby directed to be settled as aforesaid, and to commence from the Time of the Death of the said *Henry* Earl of *Effingham*, and to be for the Jointure of the said *Eliza* Countess of *Effingham*, and in lieu of Dower, with the usual Powers of Distress, Entry, and Perception of Rents and Profits for securing the due Payment of the said Annuity; and by the said Indenture, and for better securing the due Payment of the said Annuity or yearly Rent-charge, and by virtue and in exercise of the Power and Powers to him for that Purpose given or limited, or directed

Indenture, dated 13th Oct. 1849.

directed to be given or limited, by the said Will of the said *Richard* Earl of *Effingham*, and of every other Power, the said *Henry* Earl of *Effingham* did grant, limit, and appoint unto the said *Archibald* Lord *Dalmeny* all and singular the said Manors and Lordships, Messuages, Farms, Lands, Hereditaments, and Premises therein-before charged with the Payment of the said annual Sum or yearly Rent-charge of Three hundred Pounds, to hold the same (subject to the said annual Sum or yearly Rent-charge, and the Powers and Remedies therein-before limited for enforcing the Payment thereof,) unto the said *Archibald* Lord *Dalmeny*, his Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence from the Decease of the said *Henry* Earl of *Effingham*, without Impeachment of Waste, upon certain Trusts therein mentioned for securing and recovering Payment of the said annual Sum or yearly Rent-charge: And whereas the said *Kenneth Alexander* late Earl of *Effingham* had, other than and besides the said *Henry* Earl of *Effingham*, Two Sons, *videlicet*, the Honourable *Charles Howard* and the Honourable and Reverend *William Howard*, who were respectively born in the Lifetime of the said Testator *Richard* Earl of *Effingham* and are now living, and have attained the Age of Twenty-one Years, but the said *Kenneth Alexander* Earl of *Effingham* left no other Issue Male: And whereas the said *Henry* Earl of *Effingham* hath Issue Male now living by the said *Eliza* Countess of *Effingham* his Wife Three Sons (all Infants under the Age of Twenty-one Years), *videlicet*, the Honourable *Henry* Lord *Howard*, his eldest Son, who was born on or about the Seventh Day of *February* One thousand eight hundred and thirty-seven, the Honourable *Frederick Charles Howard*, who was born on or about the Twenty-first Day of *June* One thousand eight hundred and forty, and the Honourable *Kenneth Howard*, who was born on or about the Fourteenth Day of *June* One thousand eight hundred and forty-five, and no other Male Issue: And whereas the said *Thomas Peregrine Courtenay* died in the Month of *July* One thousand eight hundred and forty-one, having had Male Issue Eight Sons, and no more, *videlicet*, *Thomas Peregrine Courtenay*, the Reverend *Reginald Courtenay*, *George Henry Courtenay*, and the Reverend *Francis Courtenay*, (who were respectively born in the Lifetime of the said Testator *Richard* Earl of *Effingham*,) and *Edward Courtenay*, *Richard William Courtenay*, *Henry Reginald Courtenay*, and *Josceline Courtenay*, who were respectively born subsequently to the Decease of the said Testator: And whereas the said *Reginald Courtenay*, on the Twenty-third Day of *July* One thousand eight hundred and forty-two, intermarried with *Georgiana Beresford* Spinster, and has Issue by her One Son now living, named *Reginald Edward Courtenay*, who is an Infant under the Age of Twenty-one Years, having been born on or about the Seventh Day of *November* One thousand eight hundred and forty-four, and no other Male Issue: And whereas the said *Edward Courtenay*

Courtenay departed this Life in the Month of *December* One thousand eight hundred and forty-eight, having attained the Age of Twenty-one Years, but without having been married: And whereas the said *Charles Howard*, *William Howard*, *Thomas Peregrine Courtenay*, *George Henry Courtenay*, *Francis Courtenay*, *Richard William Courtenay*, *Henry Reginald Courtenay*, and *Josceline Courtenay* have respectively attained the Age of Twenty-one Years, and are respectively now living and unmarried: And whereas the said *Richard William Courtenay* is the first Person now in being entitled to an Estate Tail under or by virtue of the said Will of the said *Richard* Earl of *Effingham* of and in the Estates and Hereditaments thereby devised in trust to be settled as aforesaid who has attained the Age of Twenty-one Years: And whereas the said Sum of Ten thousand Pounds has not nor has any Part thereof been called in and invested in the Purchase of Real Estate, as directed by the said Will of the said *Kenneth Alexander* Earl of *Effingham*, but the whole of the said Sum still remains due and owing upon the Security of the herein-before recited Indenture of Mortgage of the Fifth Day of *December* One thousand eight hundred and seventeen: And whereas no Settlement has been made, in pursuance of the Direction in that Behalf contained in the said Will of the said *Richard* Earl of *Effingham*, of the Lands and Hereditaments thereby devised in trust to be settled as aforesaid: And whereas the said *William Beckford* and *Henry Walker* have respectively declined to act further in the Execution of the Trusts of the Will of the said *Richard* Earl of *Effingham*: And whereas it is apprehended that the Power to grant Leases for Terms not exceeding Twenty-one Years by the said Will of the said *Richard* Earl of *Effingham* directed to be inserted in the Settlement to be made in pursuance of such Will would not be exerciseable during the Minority of any Tenant for Life or Tenant in Tail Male in possession of the Lands and Hereditaments thereby devised in trust to be settled as aforesaid, and that the Provision contained in such Power requiring that every Lease or Demise thereunder should contain all proper and usual Covenants for farming and managing the Premises to be comprised therein according to the Custom of the Country would in many Cases be prejudicial or inconvenient: And whereas divers Parts of the Lands and Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* are situate in the Townships of *Rotherham* and *Kimberworth*, and are very eligible for Building Purposes, and are capable of other permanent and substantial Improvements: And whereas there are or are supposed to be extensive Mines, Veins, and Beds of Coal, Ironstone, and other Mines and Minerals lying under the Surface of the said Lands and Hereditaments situate in the Townships of *Rotherham* and *Kimberworth* respectively aforesaid: And whereas it would be greatly for the Benefit of the said *Henry* Earl

Earl of *Effingham* and other the Person or Persons for the Time being beneficially entitled to or interested in the said Lands and Hereditaments devised by the said Will of the said Testator, *Richard* Earl of *Effingham*, in trust to be settled as aforesaid, if the said *Henry* Earl of *Effingham*, and other the Person for the Time being entitled in possession as Tenant for Life or in Tail Male under the said Will, or the Settlement thereby directed to be made, or the Trustees or Trustee for the Time being of this Act during the Minority of any such Person, were empowered to grant Husbandry Leases of all or any of the said Lands and Hereditaments under such Restrictions as herein-after mentioned, and were also empowered to grant Building, Repairing, and other Improvement Leases of such of the said Lands and Hereditaments as are comprised or mentioned in the Schedule hereto, and also Leases of any Mines, Veins, or Beds of Coal, Ironstone, or other Minerals which may be opened, found, or discovered in, under, or upon any of the said last-mentioned Lands and Hereditaments, and any Part or Parts of the same Lands respectively which it may be thought expedient to lease therewith, with usual and proper Provisions and Restrictions: And whereas it would also be greatly to the Benefit of the said *Henry* Earl of *Effingham* and other the Person for the Time being entitled or interested as aforesaid if the Trustees or Trustee for the Time being of this Act were authorized to raise Money to the Amount hereafter mentioned, by way of Mortgage of the said Lands and Hereditaments comprised in the said Schedule, or of the Rents and Profits thereof, for the Purpose of being applied towards the Improvement of the said Estate in manner herein-after mentioned, and if such other Powers were granted in respect of the said Estate as are herein-after contained: And whereas by reason of the Limitations of the said Will of the said *Richard* Earl of *Effingham* the several beneficial Purposes aforesaid cannot be carried into effect without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject the said *Henry* Earl of *Effingham* doth most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *Henry* Earl of *Effingham* during his Life, and after his Decease for the Person who shall by virtue of the said Will of the said Testator *Richard* Earl of *Effingham*, and the Settlement thereby directed to be made as aforesaid, or of one of such Assurances, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in possession in the said Lands and Hereditaments devised by the said Will in trust to be settled as aforesaid, or beneficially entitled in possession to the Receipt of the Rents, Issues, and Profits of such Lands and Hereditaments, if such Person shall

Power to lease all or any Part of the Estates for Twenty-one Years.

shall be of full Age, and if not, then during his Minority for the Trustees or Trustee for the Time being of this Act, at any Time or Times hereafter during the Subsistence of the Limitations contained in the said Will or to be contained in the said Settlement thereby directed to be made, and either before or after the Execution of such Settlement, by any Indenture or Indentures to demise or lease all or any Part or Parts of the Manors, Messuages, Farms, Lands, Tenements, and Hereditaments devised by the Will of the said Testator *Richard* Earl of *Effingham* in trust to be settled as aforesaid, with the Appurtenances, to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, so as there shall be reserved on every such Demise or Lease the best or most improved yearly Rent or Rents to be incident to the immediate Reversion of the Hereditaments so to be demised or leased than can or may be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, and so as there be contained in every such Demise or Lease a Condition of Re-entry for Nonpayment of the Rent thereby to be respectively reserved in case the same shall be in arrear for the Space of Thirty Days or upwards, and so as that the Lessee or Lessees do execute a Counterpart thereof respectively, and do thereby covenant for the due Payment of the Rent or Rents thereby to be respectively reserved, and be not by any Clause or Words therein to be contained made dispunishable for Waste, or exempted from Punishment for committing Waste.

Power to demise or lease the Estates in the Schedule for Ninety-nine Years.

II. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham* during his Life, and after his Decease for the Person who shall by virtue of the said Will of the said Testator *Richard* Earl of *Effingham*, and the Settlement thereby directed to be made, or of one of such Assurances, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in possession in the said Lands and Hereditaments devised by the said Will in trust to be settled as aforesaid, or beneficially entitled in possession to the Receipt of the Rents, Issues, and Profits of such Lands and Hereditaments, if such Person shall be of full Age, and if not, then during his Minority for the Trustees or Trustee for the Time being of this Act, at any Time or Times hereafter during the Subsistence of the Limitations contained in the said Will, or to be contained in the said Settlement thereby directed to be made, and either before or after the Execution of such Settlement, and either in pursuance or not in pursuance of any previous Contract or Contracts, by any Indenture or Indentures to demise or lease all or any Part or Parts of the Messuages, Lands, and Hereditaments comprised or mentioned in the Schedule to this Act annexed, with the Buildings and Improve-

ments (if any) upon or to the same, and the Appurtenances, to any Person or Persons whomsoever who hath or have erected or built or shall be willing to erect or build any Messuage or Messuages or other Building or Buildings on the said Land or Hereditaments or any Part thereof, or who hath or have rebuilt or repaired or shall be willing to rebuild or repair any Messuage or other Building or Buildings for the Time being on the said Lands or Hereditaments or any Part thereof, or who, in the Manner to be specified by any Lease or respective Leases to be granted thereof, or in any existing or future Contract or Contracts for such Lease or Leases, hath or have improved or shall be willing to improve the said Lands and Hereditaments or any Part thereof, or the Messuages or other Buildings thereon, or who shall be willing to annex any Part or Parts of the said Lands or Hereditaments for Yards, Gardens, Paddocks, Plantations, Pleasure Grounds, or other Conveniences to Houses or Buildings erected and built or to be erected and built from Time to Time on the said Lands and Hereditaments or any Part thereof, or on any adjoining Land, or otherwise to improve the said Premises, for any Term or Number of Years not exceeding Ninety-nine Years in possession, and with or without any Easements or Privileges for the more convenient Occupation and Enjoyment of the Hereditaments to be demised or leased, in, over, through, or under any adjoining Land or Hereditaments; and with or without Liberty for the Lessee or Lessees to set out and allot the Land to be comprised in such Lease or Leases, or any Part or Parts thereof, as and for the Site of any Markets, Streets, Squares, Roads, Ways, Avenues, Passages, Sewers, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, to dig and make, in or under any of the said Lands or Hereditaments which may be so set out and allotted for Markets, Streets, Squares, Roads, Ways, Avenues, or Passages, or any adjoining Lands or Grounds comprised in the said Schedule, Arches, Cellars, or other Easements or Conveniences to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees, his her, or their Executors, Administrators, or Assigns, to dig, take, and carry away, in and out of the Land and Ground to be comprised in his, her, or their Lease or respective Leases, such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such Lease or respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Rebuildings, Repairs,

Repairs, or Improvements as aforesaid; and also with or without Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings for the Time being standing or being on the Land or Ground in such Lease or Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences; and also with or without any other Liberties or Privileges which to the Persons or Person for the Time being exercising this present Power shall seem reasonable, or are usual in Leases of a similar Description; so as there be reserved in every such Demise, Lease, or Grant (except in Cases herein-after otherwise provided for) the best and most improved yearly Rent or Rents that (due Consideration and Regard being had to the existing and all future Contract or Contracts, so far as such Contract or Contracts respectively do or may relate to the Land or Hereditaments to be demised or leased, and the Stipulations contained therein,) can be reasonably had or gotten or ought to be reserved or made payable for the same, such Rent to be reserved or made payable quarterly free from all Deductions whatsoever (except the Income or Property Tax, the Land Tax, Sewers Rate, and other Outgoings usually paid by Landlords, or such of them as it may be thought fit to except); and so as every such Demise or Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making or granting the same; and so as there be contained in every such Demise or Lease Covenants by the Lessee or Lessees with the Lessors or Lessor in such Lease, their or his Heirs or Assigns, to keep in repair any Messuage or Building, Messuages or Buildings, then erected or built, or to build or finish within a Time to be specified for that Purpose, and keep in repair, any Messuage or Building, Messuages or Buildings, then about to be built or in progress, or to rebuild or repair, within a Time to be specified for that Purpose, and keep in repair, any Messuage or Building, Messuages or Buildings, erected and built or intended and agreed to be rebuilt or repaired, or otherwise to improve, within a Time to be specified for that Purpose, the Premises comprised therein, in every Case in which such Covenant may be applicable, and as each Case may require; and so as in every such Demise or Lease there be contained a Covenant on the Part of the Lessee or Lessees for the due Payment of the Rent or Rents to be thereby respectively reserved, and of all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises, (except such as it may be thought fit to except,) and also a Covenant to keep the Buildings erected and built or to be erected and built or repaired or improved on the Premises to be comprised in such Lease insured from Damage by

by Fire to the Amount of Two Third Parts of the Cost or Value thereof in some or One of the public Offices for insuring against Damage by Fire, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums as shall be necessary, in substantially rebuilding, repairing, or reinstating the Buildings which shall be destroyed or damaged by Fire, and to surrender and leave in repair the Premises in the same Lease, with the Messuages and Buildings (if any) thereon erected and built or agreed to be erected and built or finished, or to be rebuilt or repaired, or to be otherwise improved, as each Case may require, at the End or sooner Determination of the Term of each such Lease respectively; and so as there be contained in every such Lease respectively a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved, or any Part thereof, for the Space of Thirty Days after the same shall become due and payable, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns; and any such Lease may be with or without a Proviso that no Breach of any of the Covenants therein contained (except of the Covenant for the Payment of the Rent, and of the Covenant for Insurance against Damage by Fire, and of such other Covenant or Covenants, if any, as may be agreed on between the Parties to be so excepted,) shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and there may be inserted in any and every such Lease such Exception of Drains, Sewers, and Passages of Water as may be deemed convenient or for the Improvement of the Estate; and every or any such Lease may also contain any Covenants, Provisoes, or Conditions, restrictive of Rights of any Lessee or Lessees, and regulating or relating to the Mode of Enjoyment by such Lessee or Lessees, or the Tenant or Tenants of the Hereditaments to be demised, as may be deemed reasonable; and any and every such Lease may also contain any other Covenants, Agreements, Stipulations, Reservations, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description as shall or may appear reasonable to the Persons or Person for the Time being exercising this present Power, nevertheless the respective Lessees shall execute Counterparts of their respective Leases: Provided always, that the first Payment of the Rent to be reserved in any Demise or Lease made under this present Power of any Part of the said Messuages, Lands, and Hereditaments comprised in the said Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years

and

and a Half from the Date of such Demise or Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or be thought proper, and as shall be expressed in such Demise or Lease, regard being had to the Progress of the Buildings or Repairs agreed to be built or done, or of the Improvements agreed to be made.

Power to enter into Contracts for granting Leases.

III. And be it enacted, That it shall be lawful for the Person or Persons in whom the Power of leasing for the Term of Ninety-nine Years herein-before contained shall for the Time being be vested, at any Time or Times after the passing of this Act, to enter into any Contract or Contracts for granting, upon the Terms of the said Power, so far as the same may be applicable and the Case will admit of, a Lease or Leases of all or any Part or Parts of the Lands or Hereditaments thereby authorized to be leased, with the Buildings (if any) which shall be standing thereon; and to agree, when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract or Contracts, to demise or lease the Land and Hereditaments mentioned in such Contract or Contracts, and the Buildings thereon (if any) or any of them, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other substantial Person or Persons as he, she, or they shall nominate or appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts, and in such Parts or Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that no such Portion be of less Amount than Forty Shillings *per Annum*, and that the total Amount of Rent reserved by such Leases shall not be less than the total Rent reserved by the Contract, and so that if the apportioned yearly Rent to be reserved in any such Lease shall bear a greater Proportion to the entire Rent agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same apportioned Rent shall not exceed One Fifth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use; and, if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient, to agree that when and as any Lease shall be granted of any Part or Parts of the Hereditaments comprised in such Contract the Hereditaments so for the Time being leased shall be discharged from such

Contract, and that the Person or Persons with whom any such Contract or Contracts shall be entered into shall remain liable in respect of the Part or Parts of the Hereditaments comprised in such Contract which shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper and shall in such Case be provided for, but so nevertheless that no Part or Parts of the said Hereditaments shall ever be liable to a Rent of less than Forty Shillings *per Annum*.

Contracts to contain certain Clauses.

IV. Provided always, and be it enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon all the Land or Ground therein comprised, and thereby agreed to be let, and which shall not have been actually demised or let, or any Part thereof, to be described or mentioned in such Contract, if not built upon, laid out, formed, or improved in the Manner and to the Extent stipulated and agreed in such Contract, within a Time to be therein appointed or mentioned, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof; and every such Contract shall be binding on all the Persons upon whom any Lease executed in pursuance of the Powers of this Act would be binding, and shall be carried into effect by a Lease or Leases to be made or granted by the Person or Persons in whom the Power of leasing for the Term of Ninety-nine Years herein-before contained shall for the Time being be vested, and shall be subject to such of the Covenants, Conditions, and Restrictions herein-before directed to be contained in the Building, Repairing, or Improvement Leases herein-before authorized to be made as shall or may be applicable thereto, so far as the same shall be so applicable, or the Nature and Circumstances of the Case shall seem to admit of or require, but not further; and any such Lease may contain such Covenants, Conditions, and Agreements on the Part of the Lessee as to the Person or Persons granting such Lease or Leases may think advisable.

Power to release, alter, or renew Contracts.

V. And be it enacted, That it shall be lawful for the Person or Persons in whom the Power of leasing for Ninety-nine Years herein-before contained shall for the Time being be vested, at any Time or Times hereafter, to enter into any new Contract with any Person or Persons with whom any Contract or Contracts shall have been already entered into by the Person or Persons hereby authorized to enter into Contracts as aforesaid, by way of Addition to or in explanation or Alteration of all or any of the Covenants, Agreements, or Stipulations in such Contract or Contracts contained, or to release any of the

the Persons with whom any such Contract shall have been so entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract, and, if thought expedient, to enter into any new Covenants, Agreements, or Stipulations with such Person or Persons, his, her, or their Executors, Administrators, or Assigns, in lieu of the Contract or the Part or Parts thereof which shall have been so released, or to accept or obtain a Surrender of all or any of the Hereditaments comprised in any such Contract; and the Hereditaments so surrendered, or any Part thereof, may be contracted to be leased, and afterwards leased, under the Powers and Provisions herein contained, in the same or the like Manner as if no Contract for leasing the same had been previously entered into.

New Contracts to be consistent with this Act.

VI. Provided always, and be it enacted, That every such new Contract to be entered into as aforesaid, and every Addition, Explanation, and Alteration made thereby, and all such new Covenants, Agreements, or Stipulations as aforesaid, shall be consistent with the Provisions and Restrictions herein contained as to Contracts hereby authorized to be so entered into.

Power to grant Mining Leases.

VII. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham* during his Life, and after his Decease for the Person who shall by virtue of the said Will of the said *Richard* Earl of *Effingham*, and the Settlement thereby directed to be made, or of one of such Assurances, be for the Time being seised of or entitled to the first Estate of Freehold or Inheritance in possession, or beneficially entitled in possession to the Receipt of the Rents, Issues, and Profits of the Lands and Hereditaments comprised in the said Schedule to this Act, if such Person shall be of full Age, and if not then during his Minority for the Trustees or Trustee for the Time being of this Act, at any Time or Times hereafter, during the Subsistence of the Limitations contained in the said Will, or to be contained in the Settlement thereby directed to be made, and either before or after the Execution of such Settlement, by any Indenture or Indentures, from Time to Time to demise or lease all and every or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Iron, Ironstone, Clay, and other Minerals and Substances found or discovered or which shall or may at any Time or Times hereafter be found or discovered in, under, or upon the said Lands or Grounds comprised in the said Schedule to this Act, or any of them, or any Part thereof, either with or without any Messuages, Buildings, Lands, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall be, unto any

Person

Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, Power, and Authority to open such Mines, and to search, seek for, bore, dig, sink for, discover, win, work, get, and raise all such Minerals and Substances as shall be found within, under, or upon the Mines or Ground thereby to be demised, and for those Purposes from Time to Time to sink, drive, make, and work Pits, Shafts, Drifts, Grooves, Tunnels, Soughs, Levels, Trenches, Sluices, Waygates, Gutters, Watergates, and Watercourses, and other subterraneous Works in and under the said Lands and Grounds comprised in the said Schedule to this Act, and to erect, build, and construct such Steam Engines, Furnaces, Engines, Mills, or Gins, and other Machinery, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether of present Use or future Invention, as well for the finding, discovering, winning, working, getting, and raising the said Minerals and Substances forth and out of the Mines and Quarries, as for draining or discharging or carrying away Water, foul Air, Stythe, or Stench from, forth, and out of the same; and also full and free Liberty of Outstroke and Instroke into or from any adjoining Mines or Quarries, and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Ground Room and Pit Room for bringing to bank, stacking, depositing, laying, placing, converting into Coke, calcining, smelting, working, and manufacturing of the Minerals and Substances which shall from Time to Time proceed from, or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries; and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and their Agents, Workmen, and Servants, from Time to Time during the Continuance of the Term or Terms of Years to be by such Demise or Lease granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggons, and Carriages, all the Minerals and Substances to be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Licence, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Cottages, Hovels, Sheds, Stables, Lodges, and other Buildings or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways or framed Waggonways, Weighing Machines or other Machineries, Conveniences, and Works, with such Yards, Gardens, Curtilages, Stone Yards, and Places to be annexed to such Houses, Cottages, and other Buildings as shall from Time to Time be needful or desirable for

more conveniently enjoying the said Mines and Works, or for the Habitation and Convenience of Agents, Workmen, and others, or for the Accommodation of Horses and other Cattle employed in or about the said Mines or Works, or for the standing, laying, and placing of Utensils, Implements, Materials, Minerals, and Produce, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for taking, leading, and carrying away the said Mineral and other Substances, and also from Time to Time to remove, take, and carry away all or any of the Steam Engines or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggonways, Weighing Machines and other Machines, at his or their Will or Pleasure, and also to dig and get up Stones, Sods, Peat, Clay, or Spar for making and building such Houses and other Buildings as aforesaid; and also full Licence, Power, and Authority, so far as the Person for the Time being granting such Lease may be competent to grant the same, and without Injury or Prejudice to the Right of other Parties, to have, take, and use all or any of the Water flowing or which shall or may flow or be made to flow in, over, or upon all or any of the said Hereditaments and Premises, and (without Prejudice as aforesaid) to turn and convey such Water into the said Mines or Works, or for working any Machinery to be erected as aforesaid, or for any other Purpose connected with the beneficial working of the said Mines; and generally with all such other Rights, Powers, Privileges, Easements, and Advantages as shall be needful, requisite, or convenient for, in, or about the winning, working, obtaining, getting, burning, calcining, smelting, working, or otherwise manufacturing of the said Minerals and Substances, and for the carrying away or otherwise disposing of the same, as may be usual or customary in Leases of a similar Kind in the Neighbourhood in which such Mines shall lie, or as the Persons or Person making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable during the Continuance of the Term or Terms of Years to be thereby respectively created the best or most improved yearly or other Rent or Rents, either in Money, or in Tolls, Duties, Royalties, and Reservations, or partly in Money, and partly in Tolls, Duties, Royalties, and Reservations, that can at the Time of making such Lease, and considering the Nature and the Circumstances of the Case, be reasonably had or gotten for the same; and so as such Demises or Leases so to be made as aforesaid be made without any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the same; but so that such Rents as shall be reserved wholly or partly in Money shall have reference to the Quantity of Minerals obtained, save and except that Part thereof may, if thought proper, be made payable as a certain Money Rent, as is customary in Mining

Leases, so as to induce the Lessees to work the Mines leased; and so as in every such Demise or Lease so to be made as aforesaid there be contained a Covenant for the due and punctual Payment or Render of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the said Premises; and so as in every such Demise or Lease there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid by any Period or Space to be therein limited, not exceeding Forty Days after the Time appointed for Payment or Delivery thereof; and so as the respective Lessee or Lessees shall duly execute Counterparts of all such Demises or Leases as shall be made to them respectively, and enter into such Covenants and Agreements as the Person or Persons making such Demises or Leases respectively shall deem expedient for the working and managing the said Mines and Works; and generally that in and by such Demises or Leases there shall or may be reserved or contained any other Reservations, Covenants, Agreements, Provisoes, or Stipulations whatsoever which are usual in Leases of a similar Kind in the Neighbourhood in which the said Mines lie, or which shall or may be deemed necessary or expedient for providing for the due working and Management of any Mines and Quarries so to be demised or leased, or any Works belonging thereto.

Rents, Tolls, &c. reserved in Mining Leases to be received by the Trustees, who are to give Discharges for the same.

VIII. Provided always, and be it enacted, That the Rent or Rents, Tolls, Duties, Royalties, and Reservations to be reserved and made payable upon every Lease to be granted under the Power lastly hereinbefore contained, shall from Time to Time, during the Subsistence of the Limitations contained in the said Will of the said *Richard* Earl of *Effingham*, or to be contained in the Settlement thereby directed to be made, be received by the Trustees or Trustee for the Time being of this Act; and the said Trustees or Trustee shall have such and the same Powers and Remedies for recovering and enforcing the Payment or Render of the same Rent or Rents, Tolls, Duties, Royalties, and Reservations, by Distress or Action, as the Person for the Time being beneficially entitled to the first Estate of Freehold or Inheritance in possession in the Lands and Hereditaments comprised in such Lease would legally have had by virtue of this Act if this present Provision had not been inserted herein; and the Receipts in Writing of the said Trustees or Trustee, and such Receipts only, shall from Time to Time be sufficient Discharges to the Lessee or Lessees, or his or their Executors, Administrators, and Assigns, for the said Rent or Rents, Tolls, Duties, Royalties, or Reservations,

or

or for so much thereof as in such Receipt or Receipts respectively shall be acknowledged to be received; but nothing in this Proviso contained shall prejudice or affect the Right of the Person who shall for the Time being be seised or entitled to the first Estate of Freehold or Inheritance in possession in the Lands and Hereditaments comprised in such Lease to re-enter on the Premises to be thereby demised by reason of any Forfeiture for Nonpayment of Rent or otherwise.

Trustees to stand possessed of the Rents, Tolls, &c. upon certain Trusts.

IX. And be it enacted, That the Trustees or Trustee for the Time being of this Act shall, from Time to Time during the Subsistence of the Limitations contained in the said Will of the said *Richard* Earl of *Effingham*, or to be contained in the Settlement thereby directed to be made, pay One equal Fourth Part of the Rents, Tolls, Duties, and Reservations so to be received as aforesaid, or the net Produce thereof, (the Amount thereof to be verified by Affidavit,) into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, there to be placed to an Account to be entitled "*Ex parte* the Persons interested in the Estates "devised in trust to be settled by the Will of *Richard* Earl of "*Effingham* deceased," pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court; and the Receipt of any Cashier of the said Bank for such Monies, and the Certificate of the Accountant General annexed to the same, and filed in the said Court of Chancery, shall be an effectual and conclusive Discharge to the said Trustees or Trustee paying the same for the Money therein respectively mentioned and acknowledged to be received; and after filing such Certificate the Trustees or Trustee for the Time being of this Act shall not be answerable or accountable for the Misapplication or Nonapplication or be liable to see to the Application of such Money or any Part thereof; and as to the remaining Three-fourth Parts of the said Rents, Tolls, Duties, and Reservations, after deducting and retaining thereout all such Costs or Charges (if any) as they or he shall have incurred in or about the Recovery, Receipt, or Conversion of the said entire Rents, Tolls, Duties, and Reservations, upon trust to pay or render the same unto the said *Henry* Earl of *Effingham* during his Life, his Executors, Administrators, or Assigns, for his or their proper Use and Benefit, and after his Decease unto the Person for the Time being entitled to the Possession or to the Receipt of the Rents, Issues, and Profits of the Hereditaments devised by the Will of the said *Richard* Earl of *Effingham* in trust to be settled as aforesaid, if such Person shall be of full Age, or if not, then to his Guardian or Guardians, whose Receipt in Writing shall be a good and sufficient Discharge to the said Trustees or Trustee for the same.

X. And

Application of the Money under the Direction of the Court of Chancery.

X. And be it enacted, That upon a Petition to be preferred to the said Court in a summary Way by any Person interested in the Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* in trust to be settled as aforesaid, either in possession, remainder, or reversion, or of the Guardians or Guardian of any such Person being an Infant, it shall be lawful for the said Court of Chancery, and the same Court is hereby required, to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, to be from Time to Time applied or laid out in the Manner and for the Purposes as and for which the Monies to be borrowed under the Power in that Behalf herein-after contained are hereby directed to be applied, or in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises comprised in the Schedule to this Act, or in the Purchase of any Freehold or Copyhold Manors, Messuages, Lands, Tenements, or Hereditaments in *England* or *Wales* whereof the Copyhold shall not exceed One Sixth Part in Value of the Freehold, free from all Incumbrances (except Quit Rents, Land Tax, and other Outgoings of that Nature), or in the Purchase of any Wayleaves or other Easements in, over, or upon any Lands adjoining or near to the Lands or Grounds comprised in the said Schedule to this Act, and which Hereditaments and Easements respectively shall immediately after the Purchase be conveyed, settled, and assured to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Provisoes, and Limitations, to, for, and upon which the Hereditaments and Premises specified in the said Schedule to this Act shall for the Time being stand limited, settled, or assured under or by virtue of the Limitations contained in the said Will of the said *Richard* Earl of *Effingham*, or to be contained in the Settlement thereby directed to be made, as the Case may require, or as near thereto as the Deaths of Parties and other Circumstances will admit of.

Direction as to Investment in the meanwhile.

XI. Provided always, and be it enacted, That all Monies which, pursuant to the Directions herein-before contained, shall be paid into the Bank of *England* as aforesaid, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expenses, according to the Provisions herein contained, shall, in the meantime and until such Monies shall be applied or be invested or laid out in or for all or any of the Purposes aforesaid, be from Time to Time laid out by the Accountant General

of the said Court of Chancery in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Money so laid out in the Purchase of such Navy, Victualling, or Exchequer Bills, and the Monies received for the same as they respectively be paid off by Government, shall from Time to Time be laid out in Navy, Victualling, or Exchequer Bills; provided that it shall and may be lawful for the said Court to make such General Orders or Special Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the Accountant General shall be in course of Payment by Government, and new Bills shall be issued, such new Bills may be received in exchange for those which are so in the Course of Payment, and such Proceedings shall be had, as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, and Exchequer Bills shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery in a summary Way as aforesaid, be ordered to be sold by the Accountant General for some or one of the Purposes aforesaid.

Powers to extend to Lands to be purchased.

XII. And be it enacted, That all and singular the Powers, Clauses, and Provisions in this Act contained, so far as the same or any of them shall be applicable, shall extend and apply and be deemed and construed and taken to extend and apply to all Lands and Hereditaments which shall be purchased with the said One equal Fourth Part of the Rents, Tolls, Royalties, and Reservations reserved in any Mining Lease to be granted under the Power in that Behalf herein-before contained.

Power to accept Surrenders, and re-demise Lands so surrendered.

XIII. And be it enacted, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid to accept or authorize a Surrender or Surrenders of all or any of the Lands and Hereditaments comprised in any Lease or Leases respectively which may be granted under this Act, and upon any such Surrender, by any Indenture or Indentures, pursuant to the Powers and subject to the Restrictions herein-before contained, to demise the Lands and Hereditaments so to be surrendered, or any Part thereof, either together or in Parcels, and either alone or together with any other Part of the Lands and Hereditaments which are hereby authorized to be leased as aforesaid, for any Term of Years, in possession, not exceeding the then unexpired Term of the surrendered Lease, with Liberty, in case such surrendered Lease shall have been granted under the Power of leasing for Ninety-nine Years herein-before contained, to reserve the Rent originally reserved by the sur-

rendered Lease upon some specific Portion of the Premises, whether as an entire Rent or as an apportioned Rent or Rents issuing out of separate Parcels, but so nevertheless that no Rent or apportioned Rent be of less Amount than Forty Shillings *per Annum*, and in case the whole of the Rent originally reserved in and by the surrendered Lease shall be reserved in respect of a Part or Parts only of the Hereditaments which shall have been comprised in the surrendered Lease, to demise or lease the Residue thereof, together or in separate Parcels, at any yearly Rent not less in Amount than Forty Shillings *per Annum;* and when and as any new Lease or Leases shall be granted of any Part or Parts of the Lands or Buildings comprised in any surrendered Lease, the Lease so surrendered shall form no Part of the Title at Law or in Equity to the Lease or Leases which may be granted under the Power for that Purpose lastly herein-before contained; and a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the Person or Persons for the Time being exercising the Power of leasing hereby given, or his or their Steward or Agent for the Time being, that the entire Rent mentioned in the surrendered Lease has been reserved in respect of some Portions of the surrendered Property, shall, as regards any Lessee, and all Persons claiming under him, be sufficient Evidence that the entire Rent has been reserved.

Power to re-demise the Premises resumed under the Power of Re-entry.

XIV. And be it enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, then and in every such Case it shall be lawful for the Person or Persons for the Time being herein-before authorized to grant such Leases as aforesaid to grant Leases, or to enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously granted or entered into.

Power to make Leases on Surrender of existing Leases.

XV. Provided always, and be it enacted, That it shall be lawful for the Persons or Person so for the Time being authorized to make such Leases as aforesaid to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act.

Leases voidable for Informality may be confirmed.

XVI. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham*, and other the Person or Persons for the Time being authorized by this Act to make Demises or Leases, to confirm any

any Lease or Leases which hath or have been granted by the said *Kenneth Alexander* Earl of *Effingham* deceased, or by the said *Henry* Earl of *Effingham*, or which may be granted by virtue of this Act, in any Case in which by reason of some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were or a larger yearly Rent or Rents than was or were reserved in such void or voidable Lease or Leases respectively, so nevertheless that no Fine or Premium shall be accepted and taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power to release Covenants in certain Cases.

XVII. And whereas the Strictness of the Covenants contained or to be contained in Leases of the said Lands and Hereditaments may in some Cases operate detrimentally to the Estate, by preventing the Lessees and other Persons from making Improvements and Alterations which would benefit the same Estate, and the Circumstances of the Estate may require that some of the Covenants in such Leases should become released: Be it therefore enacted, That it shall be lawful for the Person or Persons for the Time being hereby authorized to grant Leases as aforesaid from Time to Time to release and exonerate the Person or Persons to whom any Lease has been granted by the said *Kenneth Alexander* Earl of *Effingham* deceased, or the said *Henry* Earl of *Effingham*, or to whom any Lease shall have been granted under the Powers of this Act, and the Heirs, Executors, Administrators, and Assigns of such Person or Persons, of and from or in respect of the Observance or Breach of any of the Covenants, Agreements, or Conditions in such Lease or respective Leases contained, which the Person or Persons for the Time being authorized to grant Leases as aforesaid shall consider may be released without Injury to the said Lands and Hereditaments or any Part or Parts thereof, and of and from any Right of Re-entry in respect of any such Breach, except any Covenant or Agreement for Re-entry on Non-payment of Rent, and to exonerate (either by Deed or in Writing) any such Person or Persons, his, her, or their Heirs, Executors, Administrators, or Assigns, from the Consequences of any Breach of Covenant that may have occurred; provided that no Fine, Premium, or Foregift, or anything in the Nature thereof, shall be taken for the making or doing thereof; provided always, that no Lease, after any such Release of Covenants, Agreements, or Conditions as aforesaid, shall

shall be inconsistent or at variance with the Provisions and Restrictions herein-before contained with respect to the Leases herein-before authorized to be granted; provided also, that a Memorandum or Memorandums of such Release or respective Releases of Covenants, Agreements, or Conditions, signed by the Person or Persons releasing the same, shall be endorsed on the Lease in which the Covenant so released is or may be contained; and it is hereby declared, that a Release in part of any such Covenant, Agreement, or Condition shall not prejudice the Continuance thereof in other respects, any Rule of Law to the contrary thereof notwithstanding.

A Memorandum of such Release to be endorsed on the Lease.

After Lease is granted previous Contract not to form Evidence of Title.

XVIII. And be it enacted, That every Lease which shall purport to be granted by virtue of this Act shall be deemed and taken to be duly granted, and that such Lease, if preceded by a Contract, shall be valid, although such Contract shall not in all respects have been duly observed; and that after any Lease shall have been executed no previous Contract shall form any Part of the Evidence of the Title, at Law or in Equity, to the same Lease or the Hereditaments comprised therein; provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted.

Declaration by Steward or Agent to be Evidence of Execution of Counterpart.

XIX. And be it enacted, That a Declaration under the Statute for abolishing Oaths and Affirmations in extra-judicial Matters, made by the Person or Persons for the Time being exercising any of the Powers of leasing hereby given, or his or their Steward or Agent for the Time being, that such Counterpart or Duplicate as is hereby required of every or any such Demise or Lease has been executed, shall, in favour of the Lessee, and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart or Duplicate was duly made and executed pursuant to the Provisions of this Act.

Leases to be binding.

XX. And be it enacted, That every Lease which shall be granted in pursuance of this Act shall operate to pass and shall be deemed and adjudged to pass the legal Estate in the Lands and Hereditaments to be therein comprised for the Term or Interest thereby expressed to be granted, and shall be absolutely valid and binding at Law and in Equity, and that the Right to receive the Rent or Reservations to be reserved or made payable upon any Lease to be granted in pursuance of this Act, and the Right to enforce and take advantage of all Covenants, Agreements, Provisoes, and Conditions to be contained in any Lease to be granted in pursuance of this Act, and on the Lessee's Part to be observed and performed, and also of any Proviso and Condition of Re-entry to be contained in any such Lease, or of any Forfeiture of the Term, Right, or Interest granted thereby,

shall

shall (except so far as is herein-before otherwise provided) be deemed to be vested in the said *Henry* Earl of *Effingham* and his Assigns during his Life, and afterwards from Time to Time in the Person or Persons who would for the Time being be beneficially entitled as Tenant for Life or Tenant in Tail to the Possession of the Lands and Hereditaments comprised in such Leases respectively (in case the same had not been executed) if such Tenant in Tail shall be of full Age, but if not, then during his Minority in the Trustees or Trustee for the Time being of this Act.

Power to grant Sites for Churches and Minister's Residences.

XXI. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham*, and other the Person or Persons in whom the Powers of leasing herein-before contained shall for the Time being be vested, from Time to Time to grant or convey by way of Gift in Fee Simple, or for a Term of Years absolute, any Quantity of Land comprised in the said Schedule (not exceeding in any One such Gift or Grant Two Acres, and not exceeding in the whole Four Acres), in either or each of the Townships of *Rotherham* and *Kimberworth* respectively aforesaid, as and for the Site or Sites of a Church or Chapel of Ease, Churches or Chapels of Ease, for the Worship of God according to the Form of the Church of *England* as by Law established, and (if deemed desirable) of a House and Offices and Garden or other Appurtenance or Convenience for the Minister of each or any such new Church or Chapel.

Power to make Arrangements with Lessees for lighting, paving, &c.

XXII. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham*, and other the Person or Persons in whom the aforesaid Power of leasing shall for the Time being be vested, at any Time or Times hereafter during the Subsistence of the Limitations contained in the said Will of the said *Richard* Earl of *Effingham*, or be contained in the Settlement thereby directed to be made, and either before or after the Execution of such Settlement, to make or enter into any Arrangement or Arrangements with the respective Lessees or Tenants of the Hereditaments hereby authorized to be leased, or with some or any of such Lessees or Tenants, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing or for the general Improvement of the said Hereditaments or any of them, and the Roads, Streets, Ways, and Passages in and about the same, or for any of the Purposes aforesaid, and for such Purposes or any of them to give and grant or allow such Easements, Rights, Liberties, and Privileges to any Person or Persons whomsoever as shall or may be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper, and, in consequence of or for carrying into effect any such Arrangement or any intended or contemplated Arrangement

for the Purposes aforesaid or any of them, in any Lease or Leases and Contract or Contracts to be respectively made and entered into by virtue of the Powers aforesaid or any of them, to insert or cause to be inserted in such Lease or Leases and Contract or Contracts or any of them such Covenants, Agreements, and Stipulations on the Part of the Lessee or respective Lessees, his, her, or their Executors, Administrators, and Assigns, and such Reservations, Provisoes, and Conditions as shall or may be thought requisite or proper; and all or any Leases or Contracts to be respectively made or entered into as aforesaid shall be valid and effectual, notwithstanding the Insertion therein of such Covenants, Agreements, and Stipulations, Reservations, Provisoes, and Conditions as last aforesaid, or any of them.

Power to appropriate Land for Streets, Squares, &c.

XXIII. And be it enacted, That it shall be lawful for the said *Henry* Earl of *Effingham*, and other the Person or Persons in whom the Powers of leasing herein-before contained shall for the Time being be vested, at any Time or Times hereafter, if they or he shall think it advisable so to do, to set out and allot or appropriate any Part or Parts of the said Lands or Hereditaments comprised in the said Schedule to this Act as and for the Site of any Streets, open Spaces, Roads, Ways, Avenues, Approaches, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of any other of the Lands or Hereditaments comprised in the said Schedule, or for the general Improvement of the Estate hereby authorized to be leased, and to make and construct any of such Roads, Ways, Avenues, Approaches, Sewers, and Drains with and out of the Funds for the Time being available for such Purposes under the Provisions in that Behalf herein contained, and to make and enter into such Stipulations with such Lessees, Tenants, or Occupiers, with respect to the several Easements and Conveniences so provided for and made and constructed as respectively aforesaid, or any of them, as to the said Persons or Person so hereby authorized to set out and allot or appropriate any Part of the Premises for the Purposes aforesaid shall seem reasonable.

Power to borrow, not exceeding 10,000*l.*

XXIV. And be it enacted, That, for the Purpose of providing a Fund for the making and constructing of all such Roads, Ways, Avenues, Approaches, Sewers, and Drains as it may be deemed expedient to make and construct under the Power in that Behalf herein-before contained, it shall be lawful for the Trustees herein-after named, and other the Trustees or Trustee for the Time being of this Act, by and with the Authority and under the Direction of Her Majesty's High Court of Chancery, and in pursuance of an Order or

Orders

Orders of the said Court for that Purpose, to be obtained upon Petition to be presented to the said Court in a summary Way by the said Trustees for the Time being, or the said *Henry* Earl of *Effingham*, or other the Person or Persons who for the Time being shall be beneficially entitled under or by virtue of the Limitations contained in the said Will of the said *Richard* Earl of *Effingham*, or to be contained in the Settlement thereby directed to be made, to the actual Possession or to the Receipt of the Rents and Profits of the said Estates devised by the said Will in trust to be settled as aforesaid, if such Person or Persons shall be of the Age of Twenty-one Years, or the Guardian or Guardians of such Person or Persons so beneficially entitled as aforesaid during his or her Minority, at such Time or Times hereafter as they shall think proper and requisite, to borrow and take up at Interest any Sum or Sums not exceeding in the whole the Sum of Ten thousand Pounds, and, as a Security for the Money so to be borrowed, by any Deed or Deeds to demise all or any Part of the said Lands and Hereditaments comprised in the said Schedule to this Act 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, for any Term or Terms of Years, either with or without Impeachment of Waste, but subject to a Proviso for the Cesser of any such Term of Years on Payment to the Party or Parties or Body or Bodies Politic or Corporate who shall advance the Monies so to be borrowed, his, her, or their Executors, Administrators, Successors, or Assigns, of the Principal Sum or Sums so to be borrowed, with Interest for the same at any Rate that may be agreed on not exceeding Five Pounds *per Centum per Annum*, at the Time or Times and in the Manner to be in such Mortgage or Mortgages respectively appointed and specified; and it shall be lawful for the Person or Persons making such Mortgage or Mortgages as aforesaid to make and enter into such Stipulations or Agreements for the Repayment of the Principal Sum or Sums secured by such Mortgage or Mortgages respectively by Instalments or otherwise, and at such Day or Time, or Days or Times, and in such Manner, as shall be thought most beneficial, and as shall be agreed upon by the Person or Persons or Body or Bodies Politic or Corporate advancing or lending the same; and any such Mortgage or Mortgages so to be made as aforesaid, and the Monies thereby secured, or any Part thereof, may from Time to Time be paid off by the Trustees or Trustee for the Time being of this Act, by and with the Consent in Writing of the said *Henry* Earl of *Effingham*, or other the Person or Persons for the Time being entitled as aforesaid, or of his or their Guardian or Guardians, in case of Minority; and any further or other Mortgage for the Purpose of raising and securing the Amount of the Monies so paid off may from Time to Time be made

made by the said Trustees or Trustee, by and with such Consent as aforesaid, of all or any Part of the Premises hereby authorized to be mortgaged, on the Terms and Conditions and in manner aforesaid: Provided always, that no greater Sum in the whole than Ten thousand Pounds shall at any One Time be raised and charged upon the Security of the said Lands and Hereditaments comprised in the said Schedule to this Act, under the Powers in that Behalf herein contained.

Application of the Money raised.

XXV. And be it enacted, That the Sum or Sums of Money which shall be raised by way of Mortgage under the aforesaid Power shall be applied, in the first place, in paying and discharging the Costs, Charges, and Expenses of preparing for and obtaining this Act, and of and incident to the Mortgages hereby authorized to be made, and the carrying of this Act into execution; and that the Remainder of such Sum and Sums of Money shall be applied by the Trustees or Trustee for the Time being of this Act in making and constructing such Roads, Ways, Avenues, Approaches, Sewers, and Drains by this Act authorized to be made and constructed as the Trustees or Trustee for the Time being of this Act may from Time to Time deem it necessary or expedient to make or construct, for the Use or Convenience of the Lessees, Tenants, or Occupiers of the Lands and Hereditaments comprised in the said Schedule to this Act, or for the general Improvement of the said Estate, and as in and by such Order or Orders of the said Court of Chancery as aforesaid shall be authorized or directed to be made and constructed.

Only One Year's Arrears of Interest to be recovered.

XXVI. Provided always, and be it enacted, That after the Decease of the said *Henry* Earl of *Effingham*, or other the Person who under the Limitations of the said recited Will of the said *Richard* Earl of *Effingham*, and the Settlement thereby directed to be made, or of either of such Assurances, shall for the Time being be entitled to the Receipt of the Rents and Profits of the said Lands and Hereditaments comprised in the said Schedule to this Act, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover, as against the Lands and Hereditaments comprised in such Mortgage, more than One Year's Arrear of Interest which may have accrued before such Decease in respect of any Principal Sum secured by such Mortgage.

Tenant for Life to keep down Interest of Mortgages.

XXVII. And be it enacted, That the Interest of the Principal Money to be secured by any such Mortgages as shall be made under the Power contained in this Act shall from Time to Time, as and when the same shall become due, be paid and kept down by the said *Henry* Earl of *Effingham*, or other the Person or Persons for the Time

Time being beneficially entitled to the Possession or the Receipt of the Rents and Profits of the said Lands and Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* in trust to be settled as aforesaid.

Receipts of Trustees to be good Discharges to the Mortgagees.

XXVIII. And be it enacted, That the Person or Persons who shall advance any Sum or Sums of Money upon the Security of any such Mortgage as aforesaid shall pay his, her, or their Mortgage Money into the Hands of the Trustees or Trustee for the Time being of this Act, and that the Receipt or Receipts in Writing of the said Trustees or Trustee for the Time being for any Sum or Sums of Money so to be paid to them as aforesaid shall be a good and effectual Discharge or good and effectual Discharges for the same respectively; and the Person or Persons to whom such Receipt or Receipts respectively shall be given, his, her, or their Executors, Administrators, or Assigns, shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication of the Money which shall be therein respectively expressed or acknowleged to be received.

Mortgages to take effect according to Priority.

XXIX. And be it enacted, That the several Mortgages to be made in pursuance of the Power contained in this Act shall have Precedence and Priority, in Law and Equity, as to the Lands and Hereditaments to be therein respectively comprised, according to the Priorities in Date of such Mortgages respectively.

Act not to interfere with the Powers of the Will or Settlement.

XXX. Provided always, and be it enacted, That this Act nor anything herein contained shall be construed or deemed or taken to revoke, repeal, suspend, annul, prejudice, lessen, or affect the Powers contained in the said recited Will of the said *Richard* Earl of *Effingham*, or to be contained in any Settlement that may be made in pursuance of the Direction in that Behalf in the said Will contained, except so far as the same Powers may be affected by the Exercise of any of the Powers of this Act.

Appointment of Trustees.

XXXI. And be it enacted, That the said *Archibald* Lord *Dalmeny* and *Glynne Earle Welby* of *Denton Hall* in the County of *Lincoln*, Esquire, are hereby constituted and appointed Trustees of this Act for the Purposes herein declared.

Provision for the Appointment of new Trustees.

XXXII. Provided always, and be it enacted, That when and so often, from Time to Time as any Trustee or Trustees appointed by this Act, or any Trustee or Trustees to be appointed as herein-after is mentioned, shall die, or be desirous of being discharged of and from or refuse or decline or become incapable to act in the Execution of any of the Trusts or Powers to him or them given by this Act, or shall

go to reside abroad, it shall and may be lawful for the High Court of Chancery, upon Petition to be preferred by the surviving or continuing Trustee or Trustees for the Time being of this Act, or the Executors or Administrators of the last surviving or continuing Trustee for the Time being, or by the said *Henry* Earl of *Effingham* during his Life, and after his Decease by any Person for the Time being entitled to the Possession or Receipt of the Rents and Profits of the said Lands and Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* in trust to be settled as aforesaid, or if such Person shall be under the Age of Twenty-one Years, then by his Guardian or Guardians, from Time to Time to appoint any other Person or Persons to be a Trustee or Trustees of this Act, in the Place or Stead of the Trustee or Trustees so dying, or desiring to be discharged, or declining or becoming incapable to act, or going to reside a broad as aforesaid; and that upon every such Appointment as aforesaid all the Trusts, Powers, and Authorities hereby given to the Trustees herein-before named shall be legally and effectually vested in the new Trustee or Trustees jointly with the surviving or continuing Trustee of this Act, or in the new Trustees solely, as the Case may be or require; and it is hereby declared that the Trustee or Trustees so to be nominated, substituted, or appointed as aforesaid shall and may in all things act and assist in the Exercise and Execution of the Trusts and Powers by this Act given to the Trustees herein-before named, in conjunction with the surviving or continuing Trustee of this Act, if there shall be any such surviving or continuing Trustee, and if not then by themselves, as fully and effectually, and with the same Powers and Discretion, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by this Act nominated a Trustee or Trustees thereof, anything herein-before contained to the contrary thereof in anywise notwithstanding.

Provision for Indemnity of Trustees.

XXXIII. Provided always, and be it enacted, That the Trustees hereby appointed and to be appointed as aforesaid, and each and every of them, and the Heirs, Executors, and Administrators of them, each and every of them, shall be charged and chargeable respectively for such Monies only as they shall respectively actually receive by virtue of the Trusts and Powers hereby in them reposed, 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 other or others of them, or for involuntary Losses; and it shall be lawful for the Trustees or Trustee for the Time being of this Act, with and out of the Monies which shall come to their or his respective Hands by virtue of the said Powers or Trusts, to retain to and reimburse themselves

themselves and himself respectively, and also to allow their or his respective Co-trustee or Co-trustees, all Costs, Charges, Damages, and Expenses 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 Trusts or Powers hereby given to them, or in relation thereunto.

Court of Chancery to make Orders for Taxation and Payment of Costs.

XXXIV. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as the said Court shall think expedient or reasonable for allowing, taxing, and settling all Costs, Charges, and Expenses of preparing for and obtaining this Act, and of and incident to the Mortgages hereby authorized to be made, and to the carrying into execution of any of the Purposes of this Act, or of making any Application to the said Court in pursuance of this Act, or arising thereout or incidental thereto, and also from Time to Time to make Orders for the Payment of all such Costs, Charges, and Expenses as aforesaid out of any Monies to be raised under or by virtue of the Power in that Behalf herein-before contained, or to be paid into the Bank of *England* under the Direction in that Behalf herein-before contained, or out of the Income arising from the Lands and Hereditaments devised by the said Will of the said *Richard* Earl of *Effingham* in trust to be settled as aforesaid, as to the said Court shall seem expedient.

Certain Consents to be obtained and enrolled in the Court of Chancery.

XXXV. And whereas the said *George Henry Courtenay*, *Richard William Courtenay*, and *Henry Reginald Courtenay* are at present abroad, and unable to attend and give their Consent to this Act, and the Consent of them or of any or either of them to this Act has not been proved: Be it therefore enacted, That this Act shall not, nor shall any of the Provisions herein contained, operate as against the said *George Henry Courtenay*, *Richard William Courtenay*, and *Henry Reginald Courtenay* respectively, or the First and other Sons of the said *George Henry Courtenay*, or the Heirs Male of the respective Bodies of such First and other Sons, or the Heirs Male of the respective Bodies of the said *Richard William Courtenay* and *Henry Reginald Courtenay* respectively, or against any Person or Persons claiming by, from, through, or under them respectively, until the said *George Henry Courtenay*, *Richard William Courtenay*, and *Henry Reginald Courtenay* shall respectively signify their respective Consent to this Act by Writing under their respective Hands, attested by One or more Witness or Witnesses, and such Writing or respective Writings shall be enrolled in the said Court of Chancery within Three Years from the passing of this Act; and from and after the Enrolment of such respective Consent the same shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon the said *George Henry Courtenay*, *Richard William Courtenay*, and *Henry*

Henry Reginald Courtenay respectively, and the First and other Sons of the said *George Henry Courtenay*, and the Heirs Male of the respective Bodies of such First and other Sons, and the Heirs Male of the said *Richard William Courtenay* and *Henry Reginald Courtenay* respectively, and all and every Persons and Person claiming or to claim by, from, through, or under them respectively, as if such respective Consent had been obtained and proved before the passing of this Act; and such Consent may be given in the Form or to the Effect following; namely,

'I [George Henry Courtenay, Richard William Courtenay, *or* Henry Reginald Courtenay, *as the Case may require*], do hereby 'consent to an Act of Parliament passed in the Fourteenth Year of 'the Reign of Queen Victoria, intituled "An Act to enable the '"Right Honourable Henry Earl of Effingham and others to grant '"Building, Mining, and other Leases of certain Freehold Estates in '"the Townships of Rotherham and Kimberworth in the County of '"York, devised by the Will of the Right Honourable Richard late '"Earl of Effingham, and for other Purposes." Given under my 'Hand, this Day of in the Year 'of our Lord One thousand eight hundred and fifty .'

Proviso. Provided always, that if the Consent of the said *George Henry Courtenay* and *Richard William Courtenay* respectively shall be obtained and enrolled in manner required by this present Provision, then and in that Case it shall not be necessary to obtain the Consent of the said *Henry Reginald Courtenay*, but this Act shall in all respects be binding upon the said *Henry Reginald Courtenay* and the Heirs Male of his Body, and all and every Persons and Person claiming or to claim by, from, through, or under them or any of them, as well as upon the said *George Henry Courtenay*, and his First and other Sons, and the Heirs Male of their respective Bodies, and the said *Richard William Courtenay*, and the Heirs Male of his Body, and all and every Persons or Person claiming or to claim by, from, through, or under them or any of them.

General Saving. XXXVI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, his, her, and their Successors, Heirs, Executors, and Administrators, (other than and except the said *William Beckford* and *Henry Walker*, as such Trustees of the Will of the said *Richard* Earl of *Effingham* deceased, as aforesaid, and their Heirs, Executors, Administrators, and Assigns, and the said *Archibald* Lord *Dalmeny* and *Glynne Earle Welby*, as such Trustees of this Act as aforesaid, the said *Francis Love Beckford*, *John White*, and *Samuel March Phillipps*, their Executors, Administrators, and Assigns, and other the Trustees or Trustee for the Time being of the said

said Term of Five hundred Years, the said *Archibald John* Earl of *Rosebery*, as such Mortgagee of the said Sum of Ten thousand Pounds as aforesaid, and his Executors, Administrators, and Assigns, and the said *Henry* Earl of *Effingham*, *Archibald John* Earl of *Rosebery*, *Archibald* Lord *Dalmeny*, and *William Hervey*, as such Trustees and Executors of the said *Kenneth Alexander* Earl of *Effingham* deceased, as aforesaid, and all Persons claiming or to claim under or by virtue of the said Will of the said *Kenneth Alexander* Earl of *Effingham* deceased any Right, Title, or Interest in or to the said Sum of Ten thousand Pounds or the Interest thereof, and the said *Charlotte* Dowager Countess of *Effingham* and the said *Eliza* Countess of *Effingham*, and the said *Archibald* Lord *Dalmeny*, as such Trustee of the herein-before recited Indenture of the Thirteenth Day of *October* One thousand eight hundred and forty-nine as aforesaid, and his Executors, Administrators, and Assigns, and the said *Henry* Earl of *Effingham*, and the said *Henry* Lord *Howard*, and the Heirs Male of his Body, and the said *Frederick Charles Howard*, and the Heirs Male of his Body, and the said *Kenneth Howard*, and the Heirs Male of his Body, and all and singular other the Sons of the said *Henry* Earl of *Effingham*, and the Heirs Male of their respective Bodies, and the said *Charles Howard*, and the First and other Sons of the said *Charles Howard*, and the Heirs Male of their respective Bodies, and the said *William Howard*, and the First and other Sons of the said *William Howard*, and the Heirs Male of their respective Bodies, and the said *Thomas Peregrine Courtenay*, and the First and other Sons of the said *Thomas Peregrine Courtenay*, and the Heirs Male of their respective Bodies, and the said *Reginald Courtenay*, and the said *Reginald Edward Courtenay*, and the Heirs Male of his Body, and all and singular other the Sons of the said *Reginald Courtenay*, and the Heirs Male of their respective Bodies, and the said *George Henry Courtenay*, and the First and other Sons of the said *George Henry Courtenay*, and the Heirs Male of their respective Bodies, and the said *Francis Courtenay*, and the First and other Sons of the said *Francis Courtenay*, and the Heirs Male of their respective Bodies, and the said *Richard William Courtenay*, and the Heirs Male of his Body, and the said *Henry Reginald Courtenay*, and the Heirs Male of his Body, and the said *Josceline Courtenay*, and the Heirs Male of his Body, and all and every other the Persons and Person to or upon whom any Estate, Right, Title, or Interest, at Law or in Equity, under or by virtue of the said Will of the said Testator *Richard* Earl of *Effingham*, or of any Settlement that may be made in pursuance of the Direction in that Behalf in the said Will contained, may have been limited or devised, or may have descended or devolved, or may be limited, descend, or devolve, and the right Heirs of the said Testator *Richard* Earl of *Effingham*,) all such Estate, Right, Title, Claim, and De-

mand whatsoever, of, in, to, or out of the same Premises, as they, every or any of them, might have had in case this Act had not been passed.

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

XXXVII. 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.

The

The SCHEDULE referred to by the foregoing Act.

In what Township situate.	Description of Premises.	Quantity. A. R. P.	Tenant or Lessee.	Annual Rent. £ s. d.
Rotherham.	House in College Street, Rotherham, used as an Attorney's Office.	0 0 0	Badger, Joseph -	12 0 0
	Encroachment near Red Lion Inn.	0 0 0½	Badger, Thomas -	0 7 0
	House in College Street, Rotherham, with Yard and Garden attached.	0 0 24	Bayliffe, W. R., Representatives of.	2 2 0
	Land adjoining the Rotherham old Brewery, and in Rotherham Fields.	100 0 30	Bentley, Robert -	257 0 0
	House called Boston Castle, with Garden attached, and a Close of Land adjoining called Wood Field.	7 2 33	Birks, Joseph -	24 6 0
	Piece of Waste Ground near Broom Bar.	0 3 27	Boomer, John -	0 5 0
	Tolls arising from Rotherham Market, also Dwelling House and Land in Well Gate and Masbrough Common.	11 1 38	Booth, John -	120 0 0
	House in College Street used as a Bakehouse and Shop.	0 0 0	Boulton, John -	7 2 0
	Public House called the College Inn, with Yard, Garden, and Stables attached, and Four Closes of Land adjoining; also, One Close in Rawmarsh Lane.	14 3 24	Bradley, William, and Newton, John Mappin.	88 0 0
	House in West Gate, with Outbuildings, Garden, and Croft adjoining.	0 2 31	Clarke, Miss -	25 0 0
	Two Closes of Land in Rotherham Fields, and Cottage in College Street.	13 2 4	Crowder, Hannah	35 14 0
	Encroachment in the Crofts -	0 0 0½	Crowder, John -	0 5 0
	Cottage in College Street -	0 0 0	Crowder, George -	3 3 0
	A Close of Land at Rotherham Town End.	2 2 33	Didsbury, Richard, Executors.	14 8 0
	House, &c. in West Gate -	0 0 0	Divett, William -	3 4 0
	Boston Castle Plantation -	10 0 32	Effingham, the Earl of.	0 0 0
	House in College Street used as a Cooper's Shop.	0 0 1	Fields, William -	6 0 0
	Two Closes of Land adjoining Tinsley and Doncaster Turnpike Road.	10 3 4	Foster, William -	29 0 0
	Two Cottages in College Street	0 1 15	France, Richard -	7 0 0
	Right of Road - -	0 0 0	Gray, Samuel -	0 1 0
	Close of Land called College Leys.	3 0 0	Hague, Thomas -	12 4 0
	House with Yard, &c. at the Back of East Gate.	0 1 9	Heeson, Elizabeth	5 1 0

Earl of Effingham's Estate.

In what Township situate.	Description of Premises.	Quantity. A. R. P.	Tenant or Lessee.	Annual Rent. £ s. d.
Rotherham (*continued*).	Several Closes of Land at Rotherham Town End, and adjoining Boston Castle.	47 0 17	Hodgson, James -	120 0 0
	House in Bridge Gate - -	0 0 14	Holdsworth, John	4 14 0
	House in College Street -	0 0 1	Hobson, Abraham	5 5 0
	A Close of Land called Hollow Gate Field.	2 3 8	Hoyle, William F.	10 0 0
	House and Ironmonger's Shop in High Street.	0 0 12	Hyslop, Robert, and Smith, James S.	46 18 0
	Three Closes of Land in Rotherham Fields.	13 2 16	Jervas, Emanuel -	34 5 0
	Two Houses in Bridge Gate -	0 0 28	Kesteven, James -	9 8 0
	House in Bridge Gate - -	0 0 16	Marshall, George -	12 12 0
	Ditto ditto - -	0 0 14	Marshall, Robert -	3 1 4
	Ditto Well Gate - -	0 0 0	Needham, George	3 10 0
	Public House called the Black Horse, with Stables, Garden, &c. attached, and Two Closes of Land in Rotherham Fields.	12 0 2	Nicholson, Mrs. -	52 12 0
	Encroachment - -	0 0 0	Owen, John -	0 3 0
	Four Closes of Land lying between Maltby and Mansfield Roads, Farm Buildings, Cottages, and Crofts, in Well Gate.	27 1 7	Shaw, Jonathan, Executors of.	74 0 0
	Cottage and Ground in Mill Gate.	0 0 2	Stocks, Thomas -	0 10 0
	Cottage on the Turnpike Road near Aldwark Bar.	0 0 0	Trustees of the Tinsley and Doncaster Road.	3 13 6
	Two Closes of Land near Eastwood.	13 3 6	Turner, Thomas -	32 0 0
	House, Shop, &c. in Bridge Gate, and Field called College Leys.	3 1 7	Turner, William -	29 7 0
	House in College Street -	0 1 1	Walker, William -	5 1 10
	House in West Gate - -	0 0 0	Worth, William -	3 0 0
	The Pack Horse Inn, Stables, Yard, Barn, Fold, Garden, and Croft, and Two Closes in Rotherham Fields.	14 3 3	Yates, Ann -	81 1 0
	Total - A.	312 1 20	Total - £	1,183 3 8
Kimberworth	House, Cottages, Outbuildings, Gardens, and Eight Closes of Land on Masbrough Common.	17 3 8	Bailey, Martha -	48 0 0
	Close on Blackburn Common called Bone Croft.	4 1 0	Barber, John -	8 2 0
	Two Closes of Land on Masbrough Common.	4 3 12	Bayley, Frances -	14 14 0
	Cottage on Blackburn Common	0 0 8	Beardshaw, John -	2 2 0
	Glass Works and Pottery, Masbrough Common, and Five Closes of Land adjoining.	13 3 12	Beatson, W. C. -	150 0 0
	House, Outbuildings, Yards, and Garden in Kimberworth.	0 2 28	Bennett, James -	14 0 0

Earl of Effingham's Estate.

In what Township situate.	Description of Premises.	Quantity.	Tenant or Lessee.	Annual Rent.
		A. R. P.		£ s. d.
Kimberworth (*continued*).	House, Outbuildings, Yard, Garden, and Three Closes of Land at Park Gate.	10 0 29	Bland, William -	21 0 0
	Land included in Rotherham Tenancy.	0 0 0	Booth, John.	
	Farm called the Red House Farm.	133 0 36	Bray, Jonathan, Executors of.	145 6 0
	Two Closes of Land at Thorpe	5 3 38	Bulloss, William -	6 14 0
	Cottage at Thorpe adjoining Wentworth Park.	0 0 24	Burgon, William -	0 2 6
	Methodist Chapel at Kimberworth.	0 0 13	Trustees of Kimberworth Chapel.	0 5 0
	The Grange House, Stables, Pleasure Grounds, and Land adjoining; also House, Cottages, Outbuildings, Gardens, and Land at Barber Wood; also Woods and Plantations.	262 3 30	Effingham, the Earl of.	
	Cottage and Garden and Three Closes of Land on Blackburn Common.	20 0 34	Fletcher, Thomas Kirk.	44 3 0
	Farm called Grange Mill Farm	96 1 32	Gilberthorpe, Thomas.	120 0 0
	Two Cottages and Gardens, Kimberworth Park.	0 1 16	Greenwood, Widow, and others.	2 0 0
	Farm called the Grange Farm	168 3 31	Gilberthorpe, William.	235 0 0
	House, Outbuildings, Yards, Gardens, Stone Quarry, and several Closes of Land at Bradgate.	36 1 12	Harris, Jarvis -	50 0 0
	Public House in Masbrough called the Ship, with Timber Wharf adjoining.	0 1 37	Hobson, Edward -	40 0 0
	Public House on Thorpe Common called the Effingham Arms, with Orchard, Garden, Outbuildings, and Three Closes of Land adjoining.	9 0 23	Jarvis, George -	6 14 0
	House, Yard, Garden, and Three Closes of Land at Blackburn.	6 3 39	Nicholson, Joseph, and Kirk, George.	21 0 0
	Three Cottages and Gardens, Kimberworth Park.	0 0 18	Overseers of the Poor.	1 12 2
	Grange Lane Toll Bar House	0 0 5	Parker, Thomas James.	4 0 0
	House, Cottages, Workshops, Gardens, and Five Closes of Land on Masbrough Common.	8 1 0	Rodger, Joseph -	45 0 0
	Two Houses, Three Cottages, Gardens, and several Closes of Land at Kimberworth Park, Balk Houses, and Bradgate Green.	38 0 32	Sellars, William -	62 16 0
	Farm called Dropping Well Farm.	91 1 35	Slack, Valentine -	100 0 0
	Cottage and Garden adjoining Hudson's Rough Plantation.	0 1 2	Thompson, William	2 10 0
	Farm called the Walkworth Farm.	96 3 7	Tofield, Francis -	79 10 0

Earl of Effingham's Estate.

In what Township situate.	Description of Premises.	Quantity. A.	R.	P.	Tenant or Lessee.	Annual Rent. £	s.	d.
Kimberworth (*continued*).	Public House called the Gate, with Outbuildings, Yard, and Four Closes of Land.	10	1	27	Windle, James -	18	16	0
	Two Closes of Land at Thorpe	3	3	19	Allott, Aaron -	5	16	0
	Land at Kimberworth and on Blackburn Common.	147	1	38	Warris, John -	195	0	0
	Farm called Kimberworth Park Farm.	232	3	33	Wing, William -	314	0	0
	Cottage and Gardens, Back Lane and Masbrough Common.	0	3	33	Wilkinson, Robert	6	8	0
	Cottage and Garden near Schole's Column.	0	0	29	Walton, Isaac, and others.	3	3	0
	Farm at Park Gate - - -	99	3	11	Yeardley, Joseph -	78	0	0
	Corn Mill, House, Outbuildings, Yard, and Garden.	1	0	20	Unoccupied.			
	Fork Grinder's Wheel at Blackburn, with Cottages, Yards, Gardens, Reservoir, and Workshops adjoining.	2	2	0	Sayles, John, and others.	85	12	0
	Charity School at Blackburn -	0	1	22	Effingham, the Earl of.			
	Close of Land, the Quantity of which is included in the Rotherham Tenancy.	0	0	0	Bradley, William, and Mappin, J. N.			
	Total - - A.	1,527	2	33	Total - £	1,931	5	8

Totals.	A.	R.	P.	£	s.	d.
Rotherham - - - -	312	1	20	1,183	3	8
Kimberworth - - - -	1,527	2	33	1,931	5	8
Acres	1,840	0	13	£	3,114	9	4

Mich. Ellison.

LONDON: Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1850.