ANNO PRIMO

VICTORIÆ REGINÆ.

***

(*inter alia*) the Havod Farm.

John juxta Swansea in the County of *Glamorgan*, to hold the same, except as therein excepted, unto the said *Charles Smith* and *Henry Smith*, their Executors, Administrators, and Assigns, from *Michaelmas Day* then last, for the Term of Ninety-nine Years, if the Reverend *Joseph Townsend*, aged Sixty-seven Years or thereabouts, and the said *Charles Smith*, aged Forty-three Years or thereabouts, and *John Smith*, aged Sixteen Years or thereabouts (eldest Son of the said *Charles Smith*), or any or either of them, should so long live, at the clear yearly Rent of Two Pounds, payable quarterly, as therein mentioned, and subject to the Duties, Heriots, Suits and Services, Covenants and Agreements, therein mentioned and set forth: And

18th and 19th May 1810, Lease and Release, by which Lord Vernon conveyed to the late Duke of Beaufort the Freehold of a Part of Havod Farm.

whereas by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *May* One thousand eight hundred and ten, the Release being made or expressed to be made between the Most Honourable *George Granville Leveson* Marquis of *Stafford* of the First Part, the Most Noble *Henry Charles* late Duke of *Beaufort* of the Second Part, the said *George Venables* Lord *Vernon* of the Third Part, and the Honourable *William Augustus Henry Villiers Mansel* of the Fourth Part, for the Considerations therein expressed, all that Piece or Parcel of Land, being Part of the *Havod Farm* aforesaid, situate and being in the said Parish of *Saint John juxta Swansea* in the said County of *Glamorgan*, lying between the *Swansea* Canal and the River *Tawe*, and then in the Occupation of the said *Charles* and *Henry Smith* or their Undertenants, containing Twenty-six Acres and Six Perches or thereabouts, bounded on the West by the said *Swansea* Canal, on the South by a Road leading down to a Ford through the said River and by Land belonging to *Henry Sharpe Pocklington* Esquire, on the East by the said River *Tawe*, and on the North by Land belonging to *John Bennett* Esquire and a Piece of Marsh Land belonging to the said Duke of *Beaufort*, and on Part of which said Piece or Parcel of Land thereby granted and released a Messuage, Tenement, or Cottage had lately been erected and built by the said *Henry Sharpe Pocklington*, and a certain other Part thereof adjoining to the said Messuage, Tenement, or Cottage was used as a Brick-yard, and the whole of which said last-mentioned Land, Messuage, Tenement, or Cottage were held by the said *Charles Smith* and *Henry Smith* of the said Lord *Vernon*, together with other Lands, under the said Indenture of Lease of the First Day of *January* One thousand eight hundred and eight, with the Appurtenances, were by the said *George* Lord *Vernon* and by the said *William Augustus Henry Villiers Mansel* conveyed and assured (subject to the said Indenture of Lease) to the Uses, upon and for the Trusts, Intents, and Purposes therein expressed and declared or referred to of and concerning the same, and which Uses were in favour of the said *Henry Charles* Duke of *Beaufort* and his Assigns during his Life, with Remainder to the First and other Sons of his Body severally and successively in Tail Male, with divers Remainders over: And whereas by a certain Indenture of Lease, bearing Date the Twenty-first Day of *May* One thousand eight hundred and ten, and made between the said *Charles Smith* and *Henry Smith* of the one Part, and the said *Henry Charles* late Duke of *Beaufort* of the other Part, after reciting among other things the said Indenture of Lease of the First

21st May 1810, Underlease from Charles Smith and Henry Smith

First Day of *January* One thousand eight hundred and eight, and that the Piece or Parcel of Land and Premises therein particularly described and intended to be thereby demised being a convenient Spot for the Purpose of erecting Copper Works, the said *Charles Smith* and *Henry Smith* had agreed with the said *Henry Charles* Duke of *Beaufort* to underlease the same to him for that Purpose upon the Terms therein mentioned, it is witnessed that the said *Charles Smith* and *Henry Smith* did demise unto the said *Henry Charles* Duke of *Beaufort*, his Executors, Administrators, and Assigns, all that the said Piece or Parcel of Land described in and granted and conveyed by the said last-mentioned Indentures of Lease and Release, with the Appurtenances (except as in the said Indenture now in recital is excepted), to hold the same unto the said *Henry Charles* Duke of *Beaufort*, his Executors, Administrators, and Assigns, from the Twenty-ninth Day of *September* then last for the Term of Ninety-seven Years wanting Two Days, if the said *Joseph Townsend*, *Charles Smith*, and *John Smith*, or any of them, should so long live, at the clear yearly Rent of One hundred and twelve Pounds, payable half-yearly, and subject to the Covenants and Agreements therein contained: And whereas by Indentures of Lease and Release, bearing Date respectively on or about the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and fourteen, the Release being made between the said *Henry Charles* late Duke of *Beaufort* of the First Part, the said *Henry* Duke of *Beaufort*, by his then Name and Style of the Right Honourable *Henry Somerset* commonly called Marquis of *Worcester*, of the Second Part, *Georgiana Frederica Fitzroy* Spinster of the Third Part, the Most Noble *Elizabeth* Duchess Dowager of *Beaufort* (since deceased) of the Fourth Part, the Right Honourable *William George Henry Somerset* commonly called Lord *William George Henry Somerset*, and *Robert Penny* Esquire, of the Fifth Part, the Right Honourable Lord *Granville Leveson Gower* (now Earl *Granville*) and the Honourable and Reverend *Gerald Valerian Wellesley* Doctor of Divinity, of the Sixth Part, the Right Honourable *John Fane* commonly called Lord *Burghersh*, and the Right Honourable *Charles Fitzroy* (since deceased), of the Seventh Part, and the Right Honourable *Robert Edward Henry Somerset* commonly called Lord *Robert Edward Henry Somerset*, and the Right Honourable *Arthur John Henry Somerset* commonly called Lord *Arthur John Henry Somerset* (since deceased), of the Eighth Part, being the Settlement made and executed previously to and in consideration of the Marriage between the said *Henry* Duke of *Beaufort* and the said *Georgiana Frederica Fitzroy*, his first Wife (since deceased), and by virtue of a Common Recovery in the said Indenture of Release referred to, all those the Seignories, Manors, or Lordships of *Gower* and *Kilvey*, and divers Messuages, Farms, Lands, Tenements, and Hereditaments in the County of *Glamorgan*, including therein the Lands and Hereditaments herein-after mentioned, and comprised in the Indentures of Lease herein-after recited, were, amongst other Hereditaments, conveyed, limited, and assured, discharged from the Estate Tail of the said *Henry* Duke of *Beaufort* therein, and all Remainders and Reversions expectant thereon, but subject as to the Hereditaments comprised in the said Indentures of Lease and Release of the Eighteenth and Nineteenth Days of *May*

to the late Duke of Beaufort of the same Premises.

22d and 23d July 1814, Settlement made on the Marriage of the present Duke of Beaufort with Georgiana Frederica Fitzroy.

One

One thousand eight hundred and ten, to the aforesaid Lease of the First Day of *January* One thousand eight hundred and eight, to the Uses, upon and for the Trusts, Intents, and Purposes therein and in part herein-after mentioned; (that is to say,) to the Use of the said *John* Lord *Burghersh* and *Charles Fitzroy*, their Executors, Administrators, and Assigns, during the Term of Six hundred Years, to be computed from the Decease of the said *Henry* Duke of *Beaufort*, thence next ensuing, and fully to be complete and ended, upon certain Trusts therein declared, for raising Portions for the Daughters and the younger Sons of the said intended Marriage, (that is to say,) if there should be only One such Daughter or younger Son then the Sum of Ten thousand Pounds, and if there should be Two such younger Children and no more the Sum of Fifteen thousand Pounds, and if there should be Three or more such younger Children then the Sum of Twenty-one thousand Pounds, and to be paid to and vested in such younger Children at such Age or Ages, Days or Times, as the said *Henry* Duke of *Beaufort* should appoint, and in default of Appointment to be paid to such younger Children, being Sons, at the Age of Twenty-one Years, and being Daughters at the same Age or Day of Marriage, which should first happen; and after the Expiration or sooner Determination of the said Term of Six hundred Years, to the Use of the said *Henry Charles* Duke of *Beaufort* during his Life, without Impeachment of Waste, with Remainder to the Use of the said Lord *Robert Edward Henry Somerset* and Lord *Arthur John Henry Somerset*, and their Heirs, during the Life of the said *Henry Charles* Duke of *Beaufort*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the said *Henry* Duke of *Beaufort* during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said *Henry* Duke of *Beaufort*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said *Henry* Duke of *Beaufort* by the said *Georgiana Frederica Fitzroy*, severally and successively in Tail Male; with Remainder to the Use of the First and every other Son of the said *Henry* Duke of *Beaufort* by any after-taken Wife, severally and successively in Tail Male; with Remainder to the Use of the Right Honourable Lord *Granville Charles Henry Somerset*, Second Son of the said *Henry Charles* Duke of *Beaufort*, during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said Lord *Granville Charles Henry Somerset*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said Lord *Granville Charles Henry Somerset*, severally and successively in Tail Male; with Remainder to the Use of the Right Honourable Lord *Edward Henry Somerset* (since deceased), Third Son of the said *Henry Charles* Duke of *Beaufort*, during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said Lord *Edward Henry Somerset*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said Lord *Edward Henry Somerset*, severally and successively in Tail Male; with Remainder to the Use of the Fourth and every other subsequently born Son of the said *Henry Charles* Duke of *Beaufort*,

Beaufort, severally and successively in Tail Male; with Remainder to the Use of the Right Honourable Lord *Charles Henry Somerset* (one of the Brothers of the said *Henry Charles* Duke of *Beaufort*, since deceased,) during his Life, without Impeachment of Waste; with Remainder to the Use of the same Trustees and their Heirs during the Life of the said Lord *Charles Henry Somerset*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said Lord *Charles Henry Somerset*, severally and successively in Tail Male; with divers Remainders over, and with the ultimate Remainder to the Use of the said *Henry Charles* Duke of *Beaufort*, his Heirs and Assigns for ever; and it was thereby further provided, that if the said *Georgiana Frederica Fitzroy* should die in the Lifetime of the said *Henry* Duke of *Beaufort*, then it should be lawful for him the said *Henry* Duke of *Beaufort*, either before or after his Marriage with any Woman or Women after the Decease of the said *Georgiana Frederica Fitzroy*, by any Deed or Writing, with or without Power of Revocation, to be sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to grant, limit, and appoint, unto and to the Use of or in Trust for such Woman as he should marry, for her Life, and for her Jointure, any annual Sum or yearly Rent-charge not exceeding Two thousand Pounds, without any Deduction (except Property Tax), to commence immediately after the Decease of the said *Henry* Duke of *Beaufort*, and also any further annual Sum not exceeding One thousand Pounds, without any Deduction (except as aforesaid), in the event of the said *Henry* Duke of *Beaufort*, then Marquis of *Worcester*, thereafter becoming Duke of *Beaufort*, and to commence as aforesaid, such yearly Charges to be issuing out of and to be charged and chargeable upon all or any Part or Parts of the therein-before mentioned Manors and other Hereditaments in the said County of *Glamorgan*, together with such Powers and Remedies for recovering the same and the Expences thereof as to the said *Henry* Duke of *Beaufort* should seem meet, and to create any Term or Terms of Years, to take effect after his Decease, for the better securing the due Payment of such Rent-charge or Rent-charges respectively; and it was further provided, that if the said *Georgiana Frederica Fitzroy* should die in the Lifetime of the said *Henry* Duke of *Beaufort*, and if the full Sum of Twenty-one thousand Pounds should not become raisable for the Portions of Daughters and younger Sons under the Trusts aforesaid, then it should be lawful for the said *Henry* Duke of *Beaufort* (subject to the said Term of Six hundred Years, and to the aforesaid Power of jointuring a second Wife), by any Deed or Writing, sealed and delivered by him in the Presence of and attested by Two or more credible Witnesses, to limit or appoint all or any of the said Manors and Hereditaments in the Counties of *Brecon* and *Glamorgan*, or either of them, to any Person or Persons, for any Term or Number of Years, without Impeachment of Waste, in Trust for raising any Sum or Sums not exceeding in the whole (with the Sum raisable under the Trusts of the said Term of Six hundred Years) the said Sum of Twenty-one thousand Pounds, for the Portions of the Children of the said *Henry* Duke of *Beaufort* by any after-taken Wife (other than his eldest or only Son being his Heir Apparent), the same to be paid to Sons at the Age of Twenty-one Years,

and to Daughters at the same Age or Day of Marriage, which should first happen; and in the said Indenture of Settlement was contained a Power to the said *Henry Charles* Duke of *Beaufort* during his Life, and after his Decease for the Person for the Time being entitled to the actual Possession of the said Manors and other Hereditaments, to demise or lease any Part or Parts of the same Manors and Hereditaments (except the Capital Messuage or Mansion House of *Badminton*, with the Appurtenances,) to any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, in Possession, and subject to such Conditions as therein mentioned, and also to demise or lease uncultivated or waste Lands or inclosed Common Lands to any Person or Persons for One, Two, or Three Life or Lives, or for any Term of Years determinable on One, Two, or Three Lives, as therein particularly mentioned, and also to demise or lease any Mines or Minerals in or under the said Manors and Hereditaments in the said Counties of *Brecon* and *Glamorgan*, for any Term of Years not exceeding Seventy Years in Possession, subject to the Conditions therein mentioned: And whereas the said Marriage was duly had and solemnized, and the said *Georgiana Frederica* Marchioness of *Worcester* departed this Life in the Year One thousand eight hundred and twenty-one, without leaving Issue Male of the said Marriage, but leaving Two Daughters and no more, that is to say, the Right Honourable *Charlotte Augusta Frederica Somerset* commonly called Lady *Charlotte Augusta Frederica Somerset*, and the Right Honourable *Georgiana Charlotte Anne Bethell Codrington* commonly called Lady *Georgiana Charlotte Anne Bethell Codrington* (then *Georgiana Charlotte Anne Somerset* Spinster): And whereas the said *Henry* Duke of *Beaufort* in the Year One thousand eight hundred and twenty-two intermarried with *Emily Frances Culling*, now Duchess of *Beaufort*, then *Emily Frances Culling Smith* Spinster, by whom he hath Issue One Son only, (that is to say,) the Right Honourable *Henry Charles Fitzroy Somerset* commonly called Marquis of *Worcester*, an Infant under the Age of Twenty-one Years, who is the first Tenant in Tail in Remainder under the said Indenture of Settlement of the Twenty-third Day of *July* One thousand eight hundred and fourteen, and Five Daughters (that is to say), the Right Honourable *Emily Blanche Charlotte Somerset* commonly called Lady *Emily Blanche Charlotte Somerset*, the Right Honourable *Rose Caroline Mary Somerset* commonly called Lady *Rose Caroline Mary Somerset*, the Right Honourable *Henrietta Louisa Priscilla Somerset* commonly called Lady *Henrietta Louisa Priscilla Somerset*, the Right Honourable *Geraldine Harriet Ann Somerset* commonly called Lady *Geraldine Harriet Ann Somerset*, and the Right Honourable *Katherine Emily Mary Somerset* commonly called Lady *Katherine Emily Mary Somerset*: And whereas by a Deed Poll under the Hand and Seal of the said *Henry* Duke of *Beaufort*, bearing Date on or about the Sixteenth Day of *July* One thousand eight hundred and twenty-four, it is witnessed, that in pursuance of the Power reserved to him in and by the said recited Indenture of Settlement of the Twenty-third Day of *July* One thousand eight hundred and fourteen, he the said *Henry* Duke of *Beaufort* did grant, limit, and appoint unto the said *Emily Frances Culling* his Wife, then Marchioness of *Worcester*, and her Assigns for her Life, in case she should survive the said *Henry* Duke of

16th July, 1824, Appointment of Jointure to the present Duchess, and of Portions to Children by her.

of *Beaufort*, One Annuity or yearly Rent-charge of Two thousand Pounds, to be yearly issuing out of the Manors and other Hereditaments in the Counties of *Brecon* and *Glamorgan* comprised in the said Indenture of Settlement; and in case he the said *Henry* Duke of *Beaufort*, then Marquis of *Worcester*, should become Duke of *Beaufort*, then One other yearly Rent-charge of One thousand Pounds in addition to the said yearly Rent-charge of Two thousand Pounds, and to be issuing out of the same Manors and Hereditaments, such yearly Rents-charge to be in full for her Jointure, and in bar of Dower, with the usual Powers of Distress, and Entry and Perception of Rents and Profits, for enforcing Payment of the same respectively; and it is further witnessed, that for better securing the Payment of the same the said *Henry* Duke of *Beaufort* did demise, limit, and appoint unto the Right Honourable *James Walter Grimston* Earl of *Verulam*, and the Right Honourable Lord *Fitzroy James Henry Somerset*, their Executors and Administrators, the same Manors and Hereditaments in the Counties of *Brecon* and *Glamorgan*, with the Appurtenances, to hold the same unto the said *James Walter* Earl of *Verulam* and Lord *Fitzroy James Henry Somerset*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to commence and be computed from the Decease of the said *Henry* Duke of *Beaufort*, upon the Trusts thereof declared for the better securing the said Jointure Rents-charge therein-before provided for the said *Emily Frances Culling* Duchess of *Beaufort*, then Marchioness of *Worcester*; and it is further witnessed, that in pursuance of the Power reserved to him by the said Indenture of Settlement the said *Henry* Duke of *Beaufort* did thereby demise, limit, and appoint unto the Right Honourable *Edward Granville Eliot* commonly called Lord *Eliot*, (eldest Son of the Earl of *Saint Germains*,) and *Frederick William Culling Smith* Esquire, therein described, and since deceased, their Executors and Administrators, all the said Manors and other Hereditaments in the Counties of *Brecon* and *Glamorgan*, with the Appurtenances, to hold the same (subject and without Prejudice to the said Term of Six hundred Years, and also subject to the aforesaid Jointure Rents-charge limited to the said *Emily Frances Culling* Duchess of *Beaufort*, then Marchioness of *Worcester*, and the said Term of One hundred Years therein-before limited for securing the same,) unto the said *Edward Granville* Lord *Eliot* and *Frederick William Culling Smith*, their Executors, Administrators, and Assigns, for the Term of Seven hundred Years, to be computed from the Decease of the said *Henry* Duke of *Beaufort*, upon Trust to levy and raise, for the Portions of younger Children of the said *Henry* Duke of *Beaufort* and *Emily Frances Culling* his Wife, so much Money as, with the Portions which should become actually vested in the Daughters of the said *Henry* Duke of *Beaufort* by the said *Georgiana Frederica* late Marchioness of *Worcester*, deceased, under the Trusts of the aforesaid Term of Six hundred Years, would make up the full Sum of Twenty-one thousand Pounds, which said Sum or Sums thereby directed to be raised for the Portions of the younger Children of the said *Henry* Duke of *Beaufort* and *Emily Frances Culling* his Wife should be paid to such younger Children at such Age or Ages, Days or Times, and in such Manner as therein particularly mentioned: And whereas the said Lord *Granville Charles Henry Somerset*,

Somerset, in the Year One thousand eight hundred and twenty-two, intermarried with the Honourable *Emily Smith*, Daughter of the Right Honourable Lord *Carrington*, by whom he hath Issue Three Sons, (that is to say,) *Granville Robert Henry Somerset*, *Leveson Eliot Henry Somerset*, and *Ragnald George Henry Somerset*, all Infants under the Age of Twenty-one Years: And whereas the said Lord *Edward Henry Somerset* departed this Life some Time in the Year One thousand eight hundred and twenty-two, without Issue, and there was no subsequently born Son of the said *Henry Charles* Duke of *Beaufort*: And whereas the said Lord *Charles Henry Somerset* on the Eighth Day of *June* One thousand seven hundred and eighty-eight intermarried with the Honourable *Elizabeth Courtenay*, and departed this Life some Time in the Year One thousand eight hundred and thirty-one, leaving *Henry Somerset* Esquire, a Lieutenant Colonel in His Majesty's Army, his eldest Son, who hath attained the Age of Twenty-one Years, and is the first adult Tenant in Tail in Remainder under the said Indenture of Settlement of the Twenty-third Day of *July* One thousand eight hundred and fourteen, but the said *Henry Somerset* is now resident at the *Cape of Good Hope* in the *South* of *Africa*: And whereas the said *Charles Fitzroy* departed this Life in the Year One thousand eight hundred and thirty-one: And whereas the said *Frederick William Culling Smith* departed this Life in the Year One thousand eight hundred and twenty-eight: And whereas by Indenture of Lease bearing Date on or about the Sixteenth Day of *February* One thousand eight hundred and fifteen, and made between the said *Henry Charles* Duke of *Beaufort* of the one Part, and *John Vivian* of *Truro* in the County of *Cornwall*, Esquire, of the other Part, it is witnessed, that for and in consideration of the yearly Rents, Payments, Covenants, Conditions, Provisoes, and Agreements therein-after reserved and contained on the Part of the said *John Vivian*, his Executors, Administrators, and Assigns, to be paid, observed, performed, and kept, he the said *Henry Charles* Duke of *Beaufort* did demise, lease, and to farm let unto the said *John Vivian*, his Executors, Administrators, and Assigns, all that Piece or Parcel of Land theretofore being Part of the *Havod Farm* aforesaid, situate and being in the said Parish of *Saint John juxta Swansea* in the County of *Glamorgan*, and lying between the *Swansea* Canal and the River *Tawe*, then late in the Occupation of the said *Charles* and *Henry Smith* or their Undertenants, and then in the Occupation of the said *John Vivian* and his Copartners Sir *Richard Hussey Vivian* and *John Henry Vivian*, or their Undertenants, containing Eighteen Acres or thereabouts, on a Part of which said Piece or Parcel of Land a Messuage, Cottage, or Tenement had lately been erected and built by *Henry Sharpe Pocklington* Esquire, then Occupier of Part of the said Premises, and on other Part of which said Piece or Parcel of Land the said *John Vivian* and his Copartners had lately erected sundry Buildings for the carrying on the Work or Business of smelting and refining Copper, the Limits and Boundaries of which said Premises are more particularly shown and delineated in the Plan thereof drawn in the Margin of the said Indenture, and which said demised Premises are also mentioned or described in the first Part of the Schedule to this Act annexed; and also full and free Liberty, Power,

16th February 1815, Lease from the late Duke of Beaufort to John Vivian of Part of the Havod Farm for Ninety-nine Years.

Power, and Authority to and for the said *John Vivian*, his Executors, Administrators, and Assigns, to make, build, erect, and lay down, in and upon the said Premises thereby demised, or any Part thereof, during the Term thereby granted, such and so many Mills, Counting-houses, Cottages, Sheds, Furnaces, Stamping Mills, Rolling Mills, Smitheries, Stables, Walls, Huts, Waggon Ways, and other Ways, Buildings, and Conveniences, as he or they should find needful or necessary for the making, smelting, and refining of Copper; and also full and free Liberty, Power, and Authority to and for the said *John Vivian*, his Executors, Administrators, and Assigns, from Time to Time and at all Times during the Term thereby granted to lay down on the said Premises all such Slags, Stones, Cinders, or other Rubbish as should arise from the said Works, and all such Materials as should and might be necessary for carrying on the said Work or Business, and repairing and rebuilding of all such Houses, Edifices, and Buildings as then were or thereafter during the Term thereby granted should or might be erected or built thereon; and also full and free Liberty to form, make, erect, and use any Furnace or Furnaces, Engine or Engines, Machine or Machines, and afterwards to remove the said Furnaces, Engines, and Machines, from Time to Time, as need should require, subject nevertheless to the Conditions therein-after contained; and also full and free Liberty, Power, and Authority to dig, raise, and make use of such Earth and Clay for the Purpose of making Bricks as should or might be found in or under the said Premises thereby demised, and to make such Earth and Clay into Bricks, and to burn the same on any Part of the said demised Premises; and also all Ways, Paths, Passages, Commodities, Privileges, and Appurtenances whatsoever to the said Hereditaments and Premises belonging or therewith used and enjoyed, for the laying down, taking, shipping, and carrying away Copper Ore, Copper, and all such other Things as he the said *John Vivian*, his Executors, Administrators, and Assigns, should and might find needful, necessary, and convenient (except, in as full and ample a Manner as the same is excepted in and by the said Indenture of the Twenty-first Day of *May* One thousand eight hundred and ten, Liberty, Power, or Authority during the Term demised by such last-mentioned Indenture to ship, sell, or carry, or permit to be shipped, sold, or carried, upon or from, off or in, through or over any Part of the said Land thereby and in the now-stating Indenture before demised, any Coal or Culm whatsoever, except Stone Coal, and the Culm or small of Stone Coal, and so much Coal as should be intended and should be necessary to be consumed and should be consumed upon the same Land or any Land adjoining thereto), and for the Purposes aforesaid to make such Quays, Wharfs, Shipping Places, Excavations, and Embankments as they or either of them might think fit and necessary in, upon, and over such Parts of the said Hereditaments and Premises therein-before mentioned, and intended to be thereby demised, as might be most convenient so to do, except and always reserved out of the said Demise unto the said *Henry Charles* Duke of *Beaufort*, his Heirs and Assigns, and the Person and Persons to whom the Freehold and Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, all Mines, Veins, or Seams of Iron, Ironstone, or Iron

Ore, Rotten-stone, Coal, Culm, Lead Ore, and all other Ores, Mines, and Minerals, of what Nature or Kind soever, in, upon, or under the said Premises, and the Means and Liberty, Right, Privilege, Power, and Authority of working and carrying away the said excepted Mines, Minerals, and Ores with Effect, at the Will of the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or of the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong; to hold the said Piece or Parcel of Land, Erections, Rights, Liberties, Powers, Grants, Privileges, and Authorities, and all other the Premises, with their Rights, Members, and Appurtenances, except as before excepted, and subject nevertheless to the Provisoes and Restrictions therein mentioned, unto the said *John Vivian*, his Executors, Administrators, and Assigns, from the Twenty-ninth Day of *September* One thousand eight hundred and nine, for the Term of Ninety-nine Years from thence next ensuing, yielding and paying therefore yearly and every Year during the Continuance of the aforesaid Lease of the First Day of *January* One thousand eight hundred and eight, unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or such other Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, the yearly Rent or Sum of One hundred and forty-six Pounds Fifteen Shillings by even and equal Portions on the Two most usual Feasts or Days of Payment of Rent in the Year, that is to say, the Annunciation of the Blessed Virgin *Mary* and *Saint Michael* the Archangel, free and clear of and from the Land Tax, and all other Rates, Taxes, Charges, Assessments, and Impositions whatsoever, whether parliamentary, parochial, or otherwise, and also yielding and paying unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, from and after the Expiration of the said Term so granted to the said *Charles Smith* and *Henry Smith* as aforesaid, for and during the Remainder of the said Term thereby granted, the yearly Rent or Sum of Forty-nine Pounds Ten Shillings, by even and equal Portions, on the Days and Times and in the Manner therein-before mentioned for Payment of the yearly Rent first therein-before reserved, and also yielding and paying unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, for and during the whole of the said Term thereby granted, the further Rent or Sum of One Shilling for every One thousand of Bricks, and so in proportion, and after that Rate for any greater Quantity than One thousand that should yearly and every Year be wrought, raised, and made by the said *John Vivian*, his Executors, Administrators, and Assigns, and removed from and out of the said Premises thereby demised, or any Part thereof, by virtue of the said Indenture now in recital, which said Payment last therein-before reserved and made payable should be made from Time to Time in manner and on the Days therein-before mentioned and limited for the Payment of the said several yearly Rents as aforesaid; and the said *John Vivian*, for himself, his Executors, Administrators, and Assigns, did

did thereby covenant for the due Payment of the said several yearly Rents or Sums, on or at the Days or Times and in the Manner therein-before mentioned for the Payment thereof, without any Deduction or Abatement whatsoever, and also for Payment of the Land Tax, and all and all manner of Rates, Taxes, Assessments, Impositions, Levies, Duties, and other Payments and Charges whatsoever for or in respect of the said demised Premises or the Erections and Buildings then or thereafter to be erected and built thereon or on any Part thereof, the Landlord's Property Tax only excepted; and also that he the said *John Vivian*, his Executors, Administrators, or Assigns, should and would from Time to Time and at all Times thereafter during the said Term thereby granted, at his and their own proper Costs and Charges, well and sufficiently repair, sustain, and maintain, uphold, support, and keep the Premises thereby demised, with their Appurtenances, and all such Erections and Buildings whatsoever as then were or thereafter should be erected, built, or set up upon the said Premises thereby demised, or any Part thereof, by and with all and all manner of needful and necessary Reparations and Amendments, when, where, and as often as Need or Occasion should be and require; and the same Premises and every Part thereof, with the Appurtenances, so well and sufficiently repaired, sustained, maintained, upheld, supported, and kept, at the End or sooner Determination of the said Term thereby granted, should and would peaceably and quietly leave, surrender, and yield up unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold and Inheritance of the same Premises should for the Time being belong, without any Contradiction in anywise; and also that he the said *John Vivian*, his Executors, Administrators, and Assigns, should and would, at his and their own proper Costs and Charges, prepare and keep an Account of the Number of Bricks which should or might be made on the said Premises by him, them, or either of them yearly by virtue of the said Demise, and removed therefrom, and which Account should from Time to Time and at all Times during the Term thereby granted be written and transcribed in some convenient and proper Book or Books for that Purpose to be provided and kept by the said *John Vivian*, his Executors, Administrators, and Assigns, of which said Book or Books the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, and the Person and Persons to whom the Freehold and Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, and his and their Agents and Clerks, should freely and at all seasonable Times have the Sight and Perusal when and often as they should require the same; and also should and would render to the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons aforesaid, his or their Heirs or Assigns, and his and their Agent or Agents, from Time to Time, when and as often as the said Rents and Payments should be made payable in every Year during the said Term, a true Copy of the said Account; and further, that it should and might be lawful to and for the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold and Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, and his or their Agent or Agents, or whom he or they should from Time to Time

appoint,

appoint, at his and their Will and Pleasure, during the said Term thereby granted, peaceably to enter, come, and go into and upon the said demised Premises or any Part thereof, and into all and singular the Edifices, Buildings, Works, and Premises then or thereafter to be erected and built thereon, then and there to view, search, and see the State and Condition of the same, and of the Repairs thereof, and of all Faults, Defects, and Want of Reparation therein then and there found, to give or leave Notice in Writing at or upon the said demised Premises unto and for the said *John Vivian*, his Executors, Administrators, and Assigns, for the repairing and amending all such Faults, Defects, Decays, and Want of Reparation and Amendment as upon such View or Views should be found needful or necessary, to be repaired and amended within Three Calendar Months next after such Notice given or left as aforesaid, within which Time he the said *John Vivian*, his Executors, Administrators, or Assigns, should and would well and sufficiently repair and amend the same Faults, Defects, Decays, and Want of Reparation and Amendment accordingly; and also that he the said *John Vivian*, his Executors, Administrators, and Assigns, should not nor would within the last Seven Years of the said Term thereby granted remove or pull down any of the Edifices, Erections, or Buildings then or thereafter to be erected, built, or set up on the said demised Premises or any Part thereof without the Licence and Consent of the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold and Inheritance of the said Premises should for the Time being belong, his or their Heirs or Assigns, for that Purpose first had and obtained in Writing under his or their Hands; and that the said *John Vivian*, his Executors, Administrators, or Assigns, should not nor would during the Term demised by the said Indenture of the Twenty-first Day of *May* One thousand eight hundred and ten ship, sell, or carry, or permit or suffer to be shipped, sold, or carried, upon or from, off or in, through or over any Part of the Land thereby and in the now-stating Indenture demised, any Coal or Culm whatsoever, except Stone Coal and the Culm or small of Stone Coal, and so much Coal as should be intended and should be necessary to be consumed, and should be consumed upon the same Land or any Land adjoining thereto; and that he the said *John Vivian*, his Executors, Administrators, and Assigns, or either of them, should not nor would give, grant, bargain, sell, assign, transfer, or set over or otherwise depart with the same Demise or Lease, or his or their Term or Interest therein or any Part thereof, or the Premises thereby demised, or any Part or Parcel thereof, to any Person or Persons whomsoever, and should not nor would during the said Term do any Act whereby any other Person or Persons should or might come into or have the Occupation or Possession of the said demised Premises or any Part thereof, except his present or future Partners, without the Licence and Consent of the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold and Inheritance of the said Premises should for the Time being belong, in Writing under his or their Hand or Hands for that Purpose first had and obtained; and in the said Indenture was contained a Proviso for Re-entry on Nonpayment of the said several respective yearly Rents and Payments thereinbefore reserved within the

the Space of Thirty Days next after any or either of the Days or Times on which the same ought to be paid as aforesaid, or on Breach or Default in all, any, or either of the Payments, Covenants, Clauses, Conditions, Provisoes, and Agreements therein contained, on the Part and Behalf of the said *John Vivian*, his Executors, Administrators, and Assigns, to be paid, observed, performed, and kept: And whereas by a certain other Indenture of Lease bearing even Date with the said last-mentioned Indenture of Lease, and made between the said *Henry Charles* Duke of *Beaufort* of the one Part, and *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, therein respectively described, and commonly called the *Penyvilia* Vein Company, of the other Part, the said *Henry Charles* Duke of *Beaufort* did demise unto the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger all that Piece or Parcel of Land theretofore Part of *Havod Farm* aforesaid, then late in the Occupation of the said *Charles Smith* and *Henry Smith*, or their Undertenants, containing Eight Acres and Six Perches or thereabouts, and also all that Piece or Parcel of Land adjoining thereto, containing Seven Acres or thereabouts, called *Morva Coch*, and therein particularly described, to hold the same unto the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, their Executors, Administrators, and Assigns, from the Twenty-ninth Day of *September* One thousand eight hundred and nine for the Term of Ninety-nine Years, at the yearly Rent of One hundred and forty-six Pounds Fifteen Shillings during the Continuance of the said Lease of the First Day of *January* One thousand eight hundred and eight, and at the yearly Rent of Forty-nine Pounds Ten Shillings from and after the Expiration of such last-mentioned Lease, and subject to the other Reservations and Covenants and Agreements in the now reciting Indenture expressed and contained: And whereas by Indenture of Covenant bearing even Date with the said Two last-recited Indentures of Lease, and made between the said *Henry Charles* Duke of *Beaufort* of the First Part, the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger of the Second Part, and the said *John Vivian* of the Third Part, after reciting the said respective Indentures of even Date therewith, and further reciting that at the Time of executing the therein-recited Indentures of Lease it was mutually agreed and understood by all the Parties thereto, and the true Intent and Meaning of them, and of the said several in part recited Indentures of Lease, and of the said Indenture now in recital, was, that the said Duke, his Heirs and Assigns, and the Person or Persons for the Time being entitled to the Freehold and Inheritance of the said Premises, should have the Right of distraining upon the respective Premises comprised in the said respective Demises for the whole Rents, and that the Rent payable for all the said Premises should be in the whole no more than the Sum of One hundred and forty-six Pounds Fifteen Shillings during the Continuance of the Term granted by the said Lease of the First Day of *January* One thousand eight hundred and eight, and from and immediately after the Determination thereof

16th February 1815. Lease from the late Duke of Beaufort to Thomas Lockwood and others of other Part of the Havod Farm, together with Morva Coch for Ninety-nine Years.

Same Date, Deed of Covenant for apportioning said yearly Rents between the respective Lessees.

thereof no more than the Sum of Forty-nine Pounds, Ten Shillings, exclusive of the Rents reserved for making Bricks, which were to remain as in and by the said Indentures of Lease are reserved; and further reciting, that it had been agreed by and between the said Parties thereto of the Second and Third Parts, that the said yearly Rent of One hundred and forty-six Pounds Fifteen Shillings should be paid by them in the following Proportions; (that is to say,) the Sum of Fifty Pounds Seven Shillings, Part thereof, by the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, their Executors, Administrators, and Assigns, and the remaining Sum of Ninety-six Pounds Eight Shillings by the said *John Vivian*, his Executors, Administrators, and Assigns; and that the said yearly Sum of Forty-nine Pounds Ten Shillings should be paid by them in the following Proportions; (that is to say,) the Sum of Twenty-two Pounds Ten Shillings, Part thereof, by the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, their Executors, Administrators, and Assigns; and the remaining Sum of Twenty-seven Pounds by the said *John Vivian*, his Executors, Administrators, and Assigns; it is witnessed, and the said *Henry Charles* Duke of *Beaufort* did thereby, for himself, his Heirs and Assigns, covenant, declare, and agree with and to the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, and *John Vivian*, their Executors, Administrators, and Assigns, that the said several yearly Rents of One hundred and forty-six Pounds Fifteen Shillings and Forty-nine Pounds Ten Shillings respectively, in and by each of the said several in part recited Indentures of Lease, were severally so reserved for the Purpose of better enabling the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, to recover the same by Distress and Sale of any Goods, Chattels, Cattle, or Effects that should or might be found upon any Part of the said respective Premises so respectively demised as aforesaid; and that the said several yearly Rents of One hundred and forty-six Pounds Fifteen Shillings and Forty-nine Pounds Ten Shillings, during the respective Periods before mentioned, together with the Rents reserved for making Bricks, should be accepted and taken in discharge of all the Rent payable yearly for all the said Premises demised as aforesaid; and the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, for themselves, their Executors, Administrators, and Assigns, did thereby covenant, promise, and agree with and to the said *John Vivian*, his Executors, Administrators, and Assigns, that they the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, their Executors, Administrators, and Assigns, should and would, from Time to Time and at all Times thereafter during the Continuance of the said Lease of the First Day of *January* One thousand eight hundred and eight, pay or cause to be paid unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, the yearly Rent or Sum of Fifty Pounds Seven Shillings, on the several Days and Times and in the Manner the said yearly Rents were reserved in and by the said several

in

in part recited Indentures of Lease, being their Proportion of the aforesaid yearly Rent or Sum of One hundred and forty-six Pounds Fifteen Shillings; and also should and would at all Times, and from Time to Time during the Remainder of the said Term granted by the said in part recited Indentures of Lease bearing even Date therewith, pay or cause to be paid unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, the yearly Rent or Sum of Twenty-two Pounds Ten Shillings on the several Days and Times and in the Manner the said yearly Rents were reserved in and by the said several in part recited Indentures of Lease, being their Proportion of the said yearly Rent or Sum of Forty-nine Pounds Ten Shillings; and the said *John Vivian*, for himself, his Executors, Administrators, and Assigns, did thereby covenant, promise, and agree with and to the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, their Executors, Administrators, or Assigns, that he the said *John Vivian*, his Executors, Administrators, and Assigns, should and would, from Time to Time and at all Times thereafter during the Continuance of the said Lease of the First Day of *January* One thousand eight hundred and eight, well and truly pay or cause to be paid unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the same Premises should for the Time being belong, the yearly Rent or Sum of Ninety-six Pounds Eight Shillings on the several Days and Times and in the Manner the said yearly Rents were reserved in and by the said several in part recited Indentures of Lease, being his Proportion of the aforesaid yearly Rent or Sum of One hundred and forty-six Pounds fifteen Shillings; and also should and would at all Times, and from Time to Time during the Remainder of the said Term granted by the said in part recited Indentures of Lease bearing even Date therewith, pay or cause to be paid unto the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the Person or Persons to whom the Freehold or Inheritance of the said Premises should for the Time being belong, the yearly Rent or Sum of Twenty-seven Pounds on the several Days and Times and in the Manner the said yearly Rents were reserved in and by the said several in part recited Indentures of Lease, being his Proportion of the said yearly Rent or Sum of Forty-nine Pounds Ten Shillings: And whereas in conformity with the said Indenture of Covenant the yearly Rent or Sum of Ninety-six Pounds Eight Shillings, and no more, hath since the granting of the said Leases of the Sixteenth Day of *February* One thousand eight hundred and fifteen been paid by the Persons entitled under the said first-recited Indenture of that Date unto the said *Henry Charles* Duke of *Beaufort* during his Life, and since his Decease to the said *Henry* Duke of *Beaufort* for and in respect of the Premises comprised in and demised by the said first-recited Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, and in lieu and discharge of the said yearly Rent or Sum of One hundred and forty-six Pounds Fifteen Shillings, expressed to be reserved as aforesaid: And whereas in or before the Year One thousand eight hundred and twenty-three the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger gave up or surrendered

surrendered the Possession of the said Premises comprised in the said second-mentioned Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, to the said *Henry Charles* Duke of *Beaufort*, and he agreed to accept a Surrender of all their Term and Interest therein, and such Surrender not having been made in his Lifetime, hath since been made and executed to the said *Henry* Duke of *Beaufort*: And whereas by a certain Indenture of Lease bearing Date the Fifth Day of *December* One thousand eight hundred and thirty-one, and made between the said *Henry Charles* Duke of *Beaufort* of the First Part, the said *Henry* Duke of *Beaufort* by his then Name of Marquis of *Worcester*, eldest Son of the said *Henry Charles* Duke of *Beaufort*, of the Second Part, and *John Williams* the younger, of *Barncoose*, *Michael Williams* of *Trevinse*, and *William Williams* of *Scorrier House*, all in the County of *Cornwall*, Merchants; and also *Sampson Foster* of *Bromley* in the County of *Middlesex*, Merchant, *Joseph Talwin Foster* of *Upper Clapton* in the said County of *Middlesex*, Merchant, *Francis Hearle Rodd* of *Trevartha Hall* in the said County of *Cornwall*, Esquire, *Samuel Stephens* of *Treganna Castle* in the said County, Esquire, *Collan Harvey* of *Saint Day* in the said County, Merchant, and *John Sampson* of *Plymouth* in the County of *Devon*, Gentleman, of the Third Part, after reciting or referring to the aforesaid Lease of the First Day of *January* One thousand eight hundred and eight, and stating that the said *Joseph Townsend* and *Charles Smith* were both dead, and that the said *John Smith* was then living, and also referring to the said Indentures of the Eighteenth and Nineteenth Days of *May* One thousand eight hundred and ten, and the said Indenture of Underlease of the Twenty-first Day of *May* One thousand eight hundred and ten, and reciting that *George Croker Fox* and certain other Persons therein named, did in or about the Month of *October* One thousand eight hundred and twenty-three enter into an Agreement with the said *Henry Charles* Duke of *Beaufort* for a Lease of the Hereditaments therein-after demised, for the Term of Ninety-nine Years from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-three, with the Covenants and under the Conditions therein-after contained, and that the several Persons, Parties thereto of the Third Part, were then entitled to the Benefit of the Agreement so entered into by the said *Henry Charles* Duke of *Beaufort*, and further reciting, among other things, that, with the Intent that the Rent payable in respect of the said Premises so sub-demised by the said *Henry Smith* and *Charles Smith* as aforesaid might be proportionably repaid, it had been agreed that the Sum of Fifty Pounds Seven Shillings, being a proportionate Part of the said annual Rent of One hundred and twelve Pounds, should, by way of additional Rent, be reserved for so many Years of the said Term as the said *John Smith* should live, and for the current Half Year in which he might die, and should be paid by the said intended Lessees, it is witnessed, that in consideration of the yearly Rents, Payments, Covenants, Provisoes, and Conditions therein reserved and contained, and by and on the Part and Behalf of the several Persons, Parties to the said Indenture now in recital of the Third Part, their Executors, Administrators, and Assigns, to be paid, observed, and performed, they the said *Henry Charles* Duke of

5th December 1831, Lease from the late and present Duke of Beaufort to John Williams and others of Part of Havod Farm, and also a Piece of Land called Morva Coch, for Ninety-nine Years, being the same Premises which had been given up by Lockwood and others.

of *Beaufort*, and *Henry* Duke of *Beaufort*, then *Henry* Marquis of *Worcester*, by virtue of every Power and Authority in anywise enabling them or either of them in that Behalf, and by means of their respective Ownerships, and according to their several and respective Estates and Interests, did limit, appoint, demise, lease, and to farm let unto the said *John Williams* the younger, *Michael Williams*, *William Williams*, *Sampson Foster*, *Joseph Talwin Foster*, *Francis Hearle Rodd*, *Samuel Stephens*, *Collan Harvey*, and *John Sampson*, their Executors, Administrators, and Assigns, all that Piece or Parcel of Land, theretofore being Part of the said Farm called *Havod Farm*, situate and being in the said Parish of *Saint John juxta Swansea* in the County of *Glamorgan* aforesaid, and lying between the *Swansea* Canal and the River *Tawe*, then late in the Occupation of the said *Charles Smith* and *Henry Smith*, or their Undertenants, and since in the Occupation of the said *Thomas Lockwood*, *Edward Martin*, *William Bevan* the elder, and *William Bevan* the younger, or their Undertenants, and then of the said Parties thereto of the Third Part, containing Eight Acres and Six Perches or thereabouts; and also all that Piece or Parcel of Land situate and being on the North Side of the said Piece or Parcel of Land therein-before described and demised, and adjoining thereto, containing Seven Acres or thereabouts, which said Piece or Parcel of Ground is commonly called or known by the Name of *Morva Coch*, and is situate, lying, and being in the Parish of *Llangefelach* in the County of *Glamorgan* aforesaid, the Limits and Boundaries of which said Premises therein-before appointed and demised, or intended so to be, are more particularly shown and delineated in the Plan thereof drawn in the Margin of the said Indenture now in recital, and which said Premises thereby demised are also mentioned or described in the Second Part of the Schedule to this Act annexed; and also full and free Liberty, Power, and Authority to and for the said Parties of the Third Part, their Executors, Administrators, and Assigns, to make, build, erect, and lay down in and upon the said Premises thereby appointed and demised, or any Part thereof, during the Term thereby granted, such and so many Mills, Houses, Counting-houses, Cottages, Copper-houses, Sheds, Furnaces, Stamping Mills, Rolling Mills, Smithies, Stables, Walls, Huts, Waggon Ways and other Ways, Buildings, and Conveniences, as they should find needful and necessary for the making, smelting, refining, manufacturing, and conveying of Copper or other Ores, Metals, or Minerals, or the Accommodation of Agents or Workmen employed therein, and other incidental Purposes; and also full and free Liberty, Power, and Authority to and for the said Parties of the Third Part, their Executors, Administrators, and Assigns, from Time to Time and at all Times during the Term thereby granted, to lay down and deposit, and also at the Expiration of the said Term to leave on the said Premises, all such Slags, Stones, Dross, Cinders, Ashes, or other Rubbish as should be needful, convenient, or necessary in carrying on any Copper or other Works of the same Parties of the Third Part, their Executors, Administrators, and Assigns, and likewise all such Materials as should and might be necessary for carrying on the said Work or Business, and repairing and rebuilding all such Houses, Edifices, and Buildings as during the Term thereby granted should or might be erected or

built thereon, and without being bound or required to make any Remuneration or Satisfaction for laying down, depositing, or leaving such Slags, Stones, Dross, Cinders, Ashes, or Rubbish; and also full and free Liberty to form, make, erect, and use any Furnace or Furnaces, Stack or Stacks, Engine or Engines, Mill Work, Machine or Machinery, and afterwards at any Time during the Continuance of the said Term, or within Six Calendar Months after the Determination thereof, to remove and take away the said Furnaces, Stacks, Engines, Mill Work, Machines, and Machinery, and also any Iron Flooring, and all Iron not Part of the outer Walls or Roofs, from Time to Time as Need should require, subject nevertheless to the Conditions therein-after contained; and also full and free Liberty, Power, and Authority to make upon the said demised Premises Pits, Pools, Reservoirs, Sewers, Drains, and generally to make, construct, and do all other Works, Acts, Matters, or Things upon the same Premises which might be necessary or expedient or convenient for using or carrying on the Business of Smelters of Copper or other Ores, and Manufactures of Copper or any other Metals, or either of the said Businesses; and also full and free Liberty, Power, and Authority to dig, raise, and make use of such Earth and Clay for the Purpose of making Bricks, Tiles, and Slabs as should or might be found in or under the said demised Premises, and to make such Earth and Clay into Bricks, Tiles, or Slabs, and burn the same on any Part of the said appointed or demised Premises; and also all Ways, Paths, Passages, Commodities, Privileges, and Appurtenances whatsoever to the said Hereditaments and Premises belonging, or therewith used and enjoyed, for the bringing, laying down, taking, shipping, and carrying away Copper Ore, Copper, and all other Ores, Metals, and Minerals, and all such other Things as they the said Parties of the Third Part, their Executors, Administrators, or Assigns, should and might find needful or convenient; and also full and free Liberty and Power unto and for the same Parties, their Executors, Administrators, and Assigns, for the Purposes aforesaid, to make such Quays, Wharfs, Shipping Places, Excavations, and Embankments for the Purposes aforesaid as they or any or either of them might think fit and necessary, in, upon, and over such Parts of the said Hereditaments and Premises therein-before appointed and demised, or intended so to be, as might be most convenient so to do; and also full and free Liberty, Power, and Authority, from and after the Twenty-fifth Day of *March* in the Year One thousand eight hundred and forty-five (or such other Day on which a Lease thereof granted to Messieurs *Lockwood* and others will expire), to take, use, and enjoy all that Stream of Water called *Nantrhydifilas Brook* (being a Boundary of the Fee of *Trewyddfa*) during the Residue of the said Term of Ninety-nine Years thereby granted; and also with full and free Liberty and Power from and after the said Twenty-fifth Day of *March* One thousand eight hundred and forty-five, or such other Day as aforesaid, for the Purpose of procuring Water, to use any Pit or Pits which then or at any Time or Times during the then Residue of the said Term of Ninety-nine Years might be sunk in or upon the Close or Parcel of Land called the *Marsh*, on Part of which is the Site of the Land-ore Engine, or in or upon any Part thereof, or in or upon that Tract of Waste Land called *Graig Trewyddfa*; and also at any Time

or

or Times, from and after the said Twenty-fifth Day of *March* One thousand eight hundred and forty-five, during the then Residue of the said Term of Ninety-nine Years, to sinkany fresh Pit or Pits in or upon the said last-mentioned Piece or Parcel of Land, and to convey to the said *Marsh*, by Aqueducts, Channels, or other Means, from the said Stream and last-mentioned Close, the Water so found, and also any Water arising or which might be raised within the said Premises, or passing by the same, so far as the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*) respectively could give or grant such last-mentioned Liberty or Power, in such Manner, for any of the Purposes aforesaid, as the said Parties of the Third Part, their Executors, Administrators, or Assigns, should think proper; except and always reserved out of the said Appointment or Demise unto the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), and other the Person or Persons for the Time being entitled as aforesaid, out of the said Appointment or Demise, all Mines, Veins, or Seams of Iron, Iron-stone, or Iron Ores, Rotten-stone, Coal, Culm, Lead Ore, and all other Ores, Mines, and Minerals, of what Nature or Kind soever, in, upon, or under the said Premises, and the Means and Liberty, Right, Privilege, Power, and Authority of working and carrying away the said excepted Mines, Minerals, and Ores with Effect, doing no Damage to the Erections and Works or other Property whatsoever of the said Lessees, their Executors, Administrators, or Assigns, and at the Will of the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), and other the Person or Persons entitled as aforesaid; and also except out of the said Demise unto the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), or other the Person or Persons entitled as aforesaid, full and free Liberty of Ingress, Egress, and Regress into and upon the said Premises thereby demised, and every or any Part thereof, for the Purpose of passing and conveying of any Water or Waters through or by means of Iron Pipes only, in, over, through, or upon the said Premises thereby demised within the Distance of Ten Feet of the *Swansea* Canal to the Copper Works, the Property of the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), or one of them, but so as not to obstruct any Works or Cuts made or to be made by the said Parties of the Third Part, their Executors, Administrators, or Assigns; they the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), or other the Person or Persons entitled as aforesaid, paying the said Parties of the Third Part, their Executors, Administrators, or Assigns, a reasonable Sum of Money for any Damage or Injury done to the said appointed or demised Premises by means of such Conveyance of Water as aforesaid; to hold the said Pieces or Parcels of Land and Ground thereby appointed and demised, and all the Erections, Buildings, and Works thereafter to be erected, built, and made thereon, together with all and singular the Rights, Liberties, Powers, Grants, Privileges, and Authorities, and all other the Premises aforesaid, with their Rights, Members, and Appurtenances, (except as to the Liberty and Power to take Water from the

the said Stream called *Nantrhydifilas Brook*, and to use and sink Pits upon the said Piece or Parcel of Land called the *Marsh*, or upon the said Tract of Waste Land called *Graig Trewyddfa*, and to take Water therefrom, and except as otherwise before excepted, and subject nevertheless to the Provisoes and Restrictions therein mentioned,) unto the said *John Williams* the younger, *Michael Williams*, *William Williams*, *Sampson Foster*, *Joseph Talwin Foster*, *Francis Hearle Rodd*, *Samuel Stephens*, *Collan Harvey*, and *John Sampson*, their Executors, Administrators, or Assigns, from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-three, for the Term of Ninety-nine Years thence next ensuing, and to have, hold, possess, and enjoy the said Powers and Privileges therein-before granted and conferred to take Water from the said Stream called *Nantrhydifilas Brook*, and to use and sink Pits in and upon and to take Water from the said Tract of Land called the *Marsh*, or upon or from the said Waste Land called *Graig Trewyddfa*, unto the same Parties, their Executors, Administrators, and Assigns, from and after the said Twenty-fifth Day of *March* One thousand eight hundred and forty-five, and thenceforth for the said Term of Ninety-nine Years, to be computed from the Twenty-ninth Day of *September* One thousand eight hundred and twenty-three; yielding and paying for and in respect of all the said demised Hereditaments, Powers, Privileges, and Premises, for so many Years of the said Term of Ninety-nine Years thereby granted as should elapse and run out in the Lifetime of the said *John Smith*, the surviving Cestuique Vie named in the said Lease from the said Lord *Vernon* to the said *Charles Smith* and *Henry Smith*, the yearly Rent or Sum of Fifty Pounds Seven Shillings, by even and equal Portions on the Two most usual Feasts or Days of Payment of Rent in the Year, (that is to say,) the Annunciation of the Blessed Virgin *Mary* and *Saint Michael* the Archangel, free and clear of and from the Land Tax, and all and all manner of other Rates, Taxes, Charges, Assessments, or Impositions whatsoever, and yielding and paying, from and after the half-yearly Day of Payment whereon the said *John Smith* might die, or next after his Death, and thenceforth during the Residue of the Term of Ninety-nine Years thereby granted or intended so to be, the yearly Rent of Twenty-two Pounds Ten Shillings, by even and equal Portions on the like Days or Times as the said Rent of Fifty Pounds Seven Shillings should be payable, and the said Rent of Twenty-two Pounds Ten Shillings to be paid free and clear of and from all Taxes, Charges, Assessments, or Deductions as aforesaid, and the first half-yearly Payment of the said yearly Rent of Fifty Pounds Seven Shillings to become due and be made on the Twenty-fifth Day of *March* then next ensuing; and also yielding and paying for and during the whole of the said Term thereby granted the further Rent or Sum of One Shilling for every One thousand of Bricks, Tiles, or Slates, and so in proportion and after that Rate for any greater Quantity than One thousand, that should yearly and every Year be wrought, raised, or made by the said Parties of the Third Part, their Executors, Administrators, and Assigns, from Clay dug from or out of the said Premises thereby demised, or any Part thereof, by virtue of the now-reciting Indenture, which said Payment last therein-before reserved and made payable should be made from Time to Time

Time in manner and on the Days therein-before mentioned or limited for the Payment of the said several yearly Rents as aforesaid; and it was thereby expressly granted, declared, and agreed, that in case any or either of the said yearly or other Rents or Sums thereby reserved or made payable, or any Half-yearly or other Portion thereof, should be in arrear or unpaid, a Distress or Distresses might be had or taken for the same notwithstanding the immediate Reversion of the Premises in respect whereof such Rents or Sums should have accrued due might not be in the Person or Persons to whom the said Rents or Sums respectively were thereby reserved or ought to be payable, or by virtue of the said Indenture now in recital were intended to be reserved and made payable; and the said Lessees, Parties of the Third Part, did thereby, for themselves, their Heirs, Executors, Administrators, and Assigns, covenant for the due Payment of the said several yearly Rents or Sums on the Days, at the Times, and in the Manner therein-before mentioned for the Payment thereof, without any Deduction or Abatement whatsoever; and also for Payment of the Land Tax, and all and all manner of Rates, Taxes, Assessments, Impositions, Levies, Duties, and other Payments and Charges whatsoever, for or in respect of the said demised Premises, or the Erections and Buildings thereafter to be erected and built thereon, or on any Part thereof; and also that they the said Lessees, their Executors, Administrators, and Assigns, should and would from Time to Time and at all Times thereafter during the said Term thereby granted, at their own proper Costs and Charges, well and sufficiently repair, sustain, amend, maintain, uphold, support, and keep the Premises thereby demised, with their Appurtenances, and all such Erections and Buildings whatsoever as thereafter should be erected, built, or set up on the said Premises thereby appointed or demised, or any Part thereof, by and with all and all manner of needful and necessary Reparations and Amendments, when, where, and as often as Need or Occasion should be and require (except all Furnaces, Stacks, and all Engines, Mill Work, and other Machinery, Iron Flooring, and other Work and Fixtures, and the same Premises and every Part thereof, with their Appurtenances (except as aforesaid), and also all Dwelling Houses, and the outer Walls and Roofs of such other Houses as they might erect, so well and sufficiently repaired, sustained, amended, maintained, upheld, supported, and kept at the End, Expiration, or other sooner Determination of the said Term thereby granted, which should first happen, should and would peaceably and quietly leave, surrender, and yield up in repair, with Liberty for the Lessees, their Executors, Administrators, or Assigns, to remove and take away for their own Use all Furnaces, Stacks, and all Engines, Mill Work, and other Machinery which they might erect, and all Fixtures, and all Iron Flooring, and all Iron Work connected with the smelting and manufacturing Works, but so as not to damage the outer Walls and Roofs covering the same Furnaces, Stacks, Machinery, and Works, unto the said *Henry Charles* Duke of *Beaufort* and *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), or other the Person or Persons then entitled as aforesaid, his Appointees, Heirs, and Assigns, without Contradiction in anywise; and also that they the said Lessees, their Executors, Administrators, and Assigns, should and would, at their own proper Costs and Charges, prepare and keep an Account of the

Number of Bricks, Tiles, or Slabs which should or might be made on the same Premises by them or either of them yearly, by virtue of the said Demise, and which said Account should from Time to Time, and at all Times during the Term thereby granted, be accurately written and transcribed in some convenient or proper Book or Books for that Purpose, to be provided and kept by the said Lessees, their Executors, Administrators, or Assigns, of which said Book or Books the said *Henry Charles* Duke of *Beaufort*, his Executors, Administrators, or Assigns, and the said *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), his Heirs, Executors, Administrators, and Assigns, and other the Person or Persons entitled as aforesaid, and his and their Agents and Clerks, should freely and at all seasonable and reasonable Times in the Daytime during the said Term have the Sight and Perusal as he or they should reasonably require the same; and also should and would render to the said *Henry Charles* Duke of *Beaufort*, his Executors, Administrators, and Assigns, or to the said *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), his Heirs, Executors, Administrators or Assigns, or other the Person or Persons entitled as aforesaid, and his or their Agent or Agents, from Time to Time, when and so often as the said Rents and Payments should be made payable in every Year during the said Term thereby granted, a true Copy of the said Accounts in order to ascertain the Quantity of Bricks, Tiles, or Slabs that should during the said Term be made on the said Premises by the said Lessees, their Executors, Administrators, and Assigns, under and by virtue of the said Demise; and further also, that it should and might be lawful to and for the said *Henry Charles* Duke of *Beaufort*, his Heirs, Executors, Administrators, and Assigns, and the said *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), his Heirs, Executors, Administrators, and Assigns, and other the Person or Persons entitled as aforesaid, and his or their Agent or Agents, or whom he or they should from Time to Time appoint, at his or their Will and Pleasure, at all reasonable and proper Times during the said Term thereby granted, peaceably and quietly to enter, come, and go into and upon the said appointed and demised Premises, or any Part thereof, and into all and singular the Edifices, Buildings, and Premises thereafter to be erected and built thereon, for the Purpose of viewing and examining the State and Condition of the said Dwelling Houses, and the outer Walls and Roofs of the other Houses, and of the Repairs thereof, and then and there to view and examine the same, and of all and every Faults, Defects, Decays, and Want of Reparation in the Dwelling Houses, and in the outer Walls and Roofs of the other Houses, then and there found, to give or leave Notice in Writing at or upon the said demised Premises, to and for the said Lessees, their Executors, Administrators, and Assigns, for the repairing and amending all such Defaults, Defects, Decays, and Want of Reparation and Amendment in the Dwelling Houses and in the outer Walls and Roofs of the other Houses, as upon such View or Views should be found needful or necessary to be repaired and amended within Six Calendar Months next after such Notice given or left as aforesaid, within which Time they the said Lessees should and would well and sufficiently repair and amend the same Faults, Defects, Decays, and Want of Reparation and Amendment accordingly;

accordingly; and also that they the said Lessees, their Executors, Administrators, and Assigns, any or either of them, should not nor would, within the last Seven Years of the said Term thereby granted, remove or pull down any of the Edifices, Erections, or Buildings then or thereafter erected or to be erected, built, or set up on the said appointed or demised Premises or any Part thereof, except the Furnaces, Stacks, and all Engines, Mill Work, and other Machinery, Fixtures, Iron Flooring, and Iron Work before excepted, to and for the Lessees, their Executors, Administrators, and Assigns, without the Licence and Consent of the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the said *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), his Heirs or Assigns, or other the Person or Persons entitled as aforesaid, for that Purpose first had and obtained under his and their Hand or Hands; and also that they the said Lessees, their Executors, Administrators, or Assigns, or any or either of them, should not nor would, during the said Term ship, sell, or carry, or permit or suffer to be shipped, sold, or carried, upno or from, off or in, through or over any Part of the Land therein-before demised, any Coal or Culm whatsoever, except so much Coal or Culm as should be consumed upon the said Land; and in the said Indenture was contained a Proviso for Re-entry on Nonpayment of the said several and respective yearly or other Rents and Payments therein-before reserved, within the Space of Twenty-one Days next over or after any or either of the said Days or Times therein-before mentioned, on which the same ought to be paid as afore-said, or in case the said Lessees, their Executors, Administrators, or Assigns, should within the last Seven Years of the said Term remove or pull down any of the Edifices, Erections, or Buildings thereafter to be erected, built, or set up on the said demised Premises or any Part thereof, except the inner Walls, Furnaces, Stacks, and all Engines, Mill Work, and other Machinery, Fixtures, Iron Flooring, and Iron Work before excepted, to and for them the said Lessees, their Executors, Administrators, and Assigns, without the Licence and Consent of the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or the said *Henry* Duke of *Beaufort* (then *Henry* Marquis of *Worcester*), his Heirs or Assigns, or other the Person or Persons entitled as aforesaid, and also a Proviso that in case the said Lessees, their Executors, Administrators, or Assigns, should be desirous of determining the said Demise at any Time before the Expiration of the said Term thereby granted, and of such Desire and Intention should give at least Six Calendar Months Notice in Writing, to expire on One of the said Half-yearly Days of Payment, unto or for the said *Henry Charles* Duke of *Beaufort*, his Heirs or Assigns, or *Henry* Duke of *Beaufort* (then Marquis of *Worcester*), his Heirs or Assigns, or other the Person or Persons entitled as aforesaid, and if on the Expiration of any such Notice as aforesaid they should pay up and satisfy all and singular the Rents and Sums thereby reserved then due or in arrear, and should quit and yield up at the Expiration of the said Notice all and singular the said Premises thereby demised, together with the Dwelling Houses and the Walls and Roofs of the Copper Houses or Copper Works, and all other the Erections and Buildings that should or might be erected and built thereon, save and except inner Walls,

Furnaces

Furnaces, Stacks, Engines, Mill Work, and other Machinery, Fixtures, Iron Flooring, and Iron Work of every Description, and all Utensils and Implements whatsoever which they might remove and take away, then upon the Expiration of the said Notice the said Appointment or Demise, and all the Reservations, Covenants, Provisoes, Conditions, and Agreements therein-before contained, should severally and respectively cease, determine, and become void; and it was thereby further agreed and declared, that in case any Dispute should arise between the said Parties thereto respecting the State of the Repairs of the Erections and Buildings to be erected and built on the said demised Premises or in relation thereto, the same should be referred to and should be decided by Two indifferent Persons to be nominated by the respective Parties, and in case of Difference between them by any third Person to be by such Two Persons named as Umpire; and which Reference should be by mutual Bonds and such other reciprocal Stipulations as were usual or proper in similar Cases, and might be made a Rule of the Court of *King's Bench* at *Westminster*; and it was thereby further agreed and declared by and between the said Parties thereto that the said Lessees, having expended the Sum of Ten thousand Pounds and upwards on the said Premises thereby demised, agreeably to a certain Agreement therein recited, it should and might be lawful to and for the said Lessees, their Executors, Administrators, or Assigns, to use the said Premises thereby demised for any Purposes of Trade consuming Coal, subject nevertheless to all other the Covenants, Conditions, Provisoes, and Agreements in the said Indenture contained as far as the same might be applicable: And whereas the several Rents of Ninety-six Pounds Eight Shillings and Fifty Pounds Seven Shillings, amounting together to the Sum of One hundred and forty-six Pounds Fifteen Shillings, respectively reserved by the herein-before recited Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, granted to the said *John Vivian*, and the herein-before recited Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one, comprised the Rent of One hundred and twelve Pounds reserved and made payable to the said *Charles Smith* and *Henry Smith* by the herein-before recited Indenture of Lease of the Twenty-first Day of *May* One thousand eight hundred and ten, which said last-mentioned Rent was arbitrarily required by the said *Charles Smith* and *Henry Smith* as their Price for relinquishing the Possession of the said Lands which they held under the herein-before recited Indenture of Lease of the First Day of *January* One thousand eight hundred and eight, and the Sum of Forty-nine Pounds Ten Shillings, the Rent reserved by the said Indentures of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, was the best Rent that could be reasonably obtained for the Premises comprised in those Indentures at the Time of granting the said Leases, and the Sum of Twenty-two Pounds Ten Shillings is the best Rent which could reasonably be obtained for the Premises comprised in the said Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one, at the Time of granting such last-mentioned Lease, Regard being had to Rents usually obtained for Ground demised for the Erection of Works for smelting Copper Ore in the Part of the Country in which such

such Premises are situate, and the Time at which such Leases were granted: And whereas the said *Henry Charles* Duke of *Beaufort* departed this Life in the Month of *November* One thousand eight hundred and thirty-five, leaving the said *Henry* Duke of *Beaufort* (then Marquis of *Worcester*) his eldest Son him surviving: And whereas the said Lady *Georgiana Charlotte Anne Somerset* intermarried with *Christopher William Bethell Codrington* on or about the Twenty-ninth Day of *December* One thousand eight hundred and thirty-six, and previously to and in consideration of such Marriage a certain Indenture bearing Date the same Twenty-ninth Day of *December* One thousand eight hundred and thirty-six, was made or expressed to be made between the said *Henry* Duke of *Beaufort* of the First Part, the said Lady *Georgiana Charlotte Anne Somerset* of the Second Part, the said *Christopher William Bethell Codrington* of the Third Part, and the Reverend *Plantagenet Somerset*, *Charles Talbot* Esquire, the Honourable *Arthur Thellusson* and *Henry Lannoy Hunter* the younger, Esquire, therein respectively described, of the Fourth Part, whereby the said *Henry* Duke of *Beaufort*, pursuant to all Powers in him vested in that Behalf did appoint unto the said Lady *Georgiana Charlotte Anne Somerset* the Sum of Seven thousand five hundred Pounds being One Moiety of the said Sum of Fifteen thousand Pounds so raisable for Portions as aforesaid, and to be vested in her immediately upon the Execution of the said Indenture now in recital, and to be raised as soon as may be after his Decease; and the said *Henry* Duke of *Beaufort* did thereby covenant to pay to her Interest thereon at Five *per Cent. per Annum* during his Life; and the said *Christopher William Bethell Codrington* did thereby covenant that he and the said Lady *Georgiana Charlotte Anne Somerset* would assign unto the said Persons, Parties thereto, of the Fourth Part, the said Sum or Seven thousand five hundred Pounds and Interest, upon Trust to invest the said Sum of Seven thousand Five hundred Pounds when received in Real or Government Securities or Public Stocks or Funds as therein mentioned, and out of the Interest, Dividends, and annual Proceeds thereof, during the joint Lives of the said *Christopher William Bethell Codrington* and Lady *Georgiana Charlotte Anne Somerset* to raise the annual Sums following (that is to say), so long as Sir *Christopher Bethell Codrington* Baronet, the Father of the said *Christopher William Bethell Codrington*, should live, the annual Sum of Two hundred and fifty Pounds, and after his Decease during the joint Lives aforesaid the annual Sum of Four hundred Pounds, the Deficiency, if any, to be answered by the said *Christopher William Bethell Codrington*, to be respectively payable to the said Lady *Georgiana Charlotte Anne Somerset*, for her sole and separate Use, exclusive of her said intended Husband, and, subject as aforesaid, in Trust to pay the Interest, Dividends, and annual Produce of the said Trust Monies, Stocks, Funds, and Securities to the said *Christopher William Bethell Codrington* during his Life, and after his Decease to the said Lady *Georgiana Charlotte Anne Somerset* during her Life; and after the Decease of the Survivor of them, as to the said Trust Monies, Stocks, Funds, and Securities, in Trust for the Children or Child of the said Marriage, in manner therein expressed; and in case there should be no Child who should attain a

29th December 1836, Marriage Settlement, Christopher William Bethell Codrington with Lady Georgiana Charlotte Anne Somerset.

vested Interest therein, then in Trust for the said Lady *Georgiana Charlotte Anne Somerset* if she should survive her said intended Husband, and if not then upon such Trusts as she should by Will appoint, and in default of such Appointment in Trust for her next of Kin, according to the Statute of Distributions, in case she had died intestate and unmarried: And whereas extensive Buildings and Works have been erected and made by the said respective Lessees in and upon the respective Premises demised by the said first-mentioned Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen and the said Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one respectively, and the respective Lessees thereof have laid out, in, upon, and about the same, very large Sums of Money, and have thereby much improved the same in Value, and they have consumed and do consume thereon yearly and every Year very large Quantities of Coal arising from the adjoining Mineral Property comprised in the said Indenture of Settlement of the Twenty-third Day of *July* One thousand eight hundred and fourteen, by means whereof such adjoining Property is greatly increased in Value, and that in other respects not only the said demised Premises but the other Property adjoining thereto, whereof the said *Henry* Duke of *Beaufort* is Tenant for Life under the said Settlement, is much improved and increased in Value: And whereas it would be for the Benefit of the said *Henry* Duke of *Beaufort* and all other Persons claiming under or by virtue of the said Indenture of Settlement that the said Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid (but at an actual Rent of Ninety-six Pounds Eight Shillings *per Annum*, to be payable pursuant to the said Indenture of Covenant instead of the said Rent of One hundred and forty-six Pounds Fifteen Shillings during the Continuance of the said Lease of the First Day of *January* One thousand eight hundred and eight so granted to the said *Charles Smith* and *Henry Smith* as aforesaid, and in like Manner, at an actual Rent of Twenty-seven Pounds *per Annum* during the Remainder of the said Term so granted to the said *John Vivian* instead of the said Rent of Forty-nine Pounds Ten Shillings), and also the said Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one respectively, should be confirmed; but by reason of the Limitations contained in the said Indenture of Settlement such Confirmation cannot be effected without the Aid and Authority of Parliament; and therefore Your Majesty's most dutiful and loyal Subjects the said *Henry* Duke of *Beaufort*, on behalf of himself and his only Son, the said *Henry Charles Fitzroy Somerset*, commonly called Marquis of *Worcester*, and of his said Five Daughters, Lady *Emily Blanche Charlotte Somerset*, Lady *Rose Caroline Mary Somerset*, Lady *Henrietta Louisa Priscilla Somerset*, Lady *Geraldine Harriet Anne Somerset*, and Lady *Katherine Emily Mary Somerset*; and also the said *Emily Frances Culling* Duchess of *Beaufort*, the said Lady *Charlotte Augusta Frederica Somerset*, the said *Christopher William Bethell Codrington*, and Lady *Georgiana Charlotte Anne* his Wife, the said *John* Lord *Burghersh*, the said Lord *Fitzroy James Henry Somerset*, the said *Edward Granville* Lord *Eliot*, the said *Plantagenet Somerset*, the said *Charles Talbot*, the

the said Honourable *Arthur Thellusson*, and the said *Henry Lannoy Hunter*, do most humbly beseech Your Majesty, that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said recited Indenture of Lease bearing Date the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid, and also the said recited Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one, respectively, shall henceforth stand and be ratified, sanctioned, and confirmed, and that the same shall henceforth during the several Residues of the said respective Terms of Ninety-nine Years thereby respectively granted, and under and subject to the Payment of the Rents thereby reserved (except as herein-after in that Behalf mentioned), and subject to the Observance and Performance of the Covenants, Provisoes, and Agreements therein respectively contained, and on the Part of the said respective Lessees, their Executors, Administrators, and Assigns, to be kept, done, and performed, be respectively good, valid, and effectual in the Law, to all Intents and Purposes whatsoever, as against the said *Henry* Duke of *Beaufort*, and all and every the Sons and Son of the said *Henry* Duke of *Beaufort*, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said Lord *Granville Charles Henry Somerset*, and all and every the Sons and Son of the said Lord *Granville Charles Henry Somerset*, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said *Henry Somerset*, and the Heirs Male of his Body issuing, and all and every other the Sons and Son of the said Lord *Charles Henry Somerset* deceased, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said *John* Lord *Burghersh*, his Executors, Administrators, and Assigns, and the said *James Walter* Earl of *Verulam*, and Lord *Fitzroy James Henry Somerset*, their Executors, Administrators, and Assigns, and the said *Edward Granville* Lord *Eliot*, his Executors, Administrators, and Assigns, and the said *Emily Frances Culling* Duchess of *Beaufort*, and her Assigns, and the said *Christopher William Bethell Codrington* and Lady *Georgiana Charlotte Anne* his Wife, and the said *Plantagenet Somerset*, the said *Charles Talbot*, the said Honourable *Arthur Thellusson*, and the said *Henry Lannoy Hunter*, their Executors, Administrators, and Assigns, and all and every other Persons and Person lawfully claiming or who shall or may hereafter have or lawfully claim any Estate, Right, Title, Trust or Interest of, in, to, or out of the Hereditaments comprised in the said last mentioned Indentures of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen and the Fifth Day of *December* One thousand eight hundred and thirty-one respectively, or any Part or Parts thereof, by virtue of or under the said recited Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and fourteen, and the Recovery therein referred to as aforesaid, or the said Appointments of the Sixteenth Day of *July* One thousand eight hundred and twenty-four, or the said Indenture of the Twenty-ninth Day of *December* One thousand

The first-recited Indenture of Lease of the 16th February 1815, and the Indenture of Lease of the 5th December 1831, confirmed.

thousand eight hundred and thirty-six respectively, and that the said *Henry* Duke of *Beaufort*, and his Assigns during his Life, and after his Decease the Person or Persons who for the Time being shall be seised of or entitled to the said Hereditaments and Premises comprised in the said Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid, and the said Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one respectively, in Reversion or Remainder expectant upon the Determination of the said respective Terms of Ninety-nine Years thereby respectively granted, shall and may, from Time to Time and at all Times during the respective Residues of the same Terms of Ninety-nine Years respectively, have full Power, Right, and Authority, by Action, Suit, Distress, or other Proceeding at Law or in Equity, or otherwise, as such Person or Persons shall think proper or be advised, to recover Payment of the yearly Rents reserved by and to enforce the Performance of the Covenants, Provisoes, and Agreements contained in the same Indentures of Lease respectively, and on the Part of the said respective Lessees, and their respective Executors, Administrators, and Assigns, to be paid, kept, done, and performed, except as next herein-after mentioned; that is to say,

Proviso as to the Amount of Rents to be payable for the Premises comprised in the first mentioned Lease of 16th February, 1815.

II. Provided always, and be it further enacted, That during the Continuance of the aforesaid Lease of the First Day of *January* One thousand eight hundred and eight the yearly Rent or Sum of Ninety-six Pounds Eight Shillings shall be at all Times accepted, received, and taken in discharge of the said yearly Rent of One hundred and forty-six Pounds Fifteen Shillings expressed to be reserved in and by the said Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid, and that after the Expiration or other Determination of the said Lease of the First Day of *January* One thousand eight hundred and eight, and thenceforward during the Residue of the said Term of Ninety-nine Years so granted to the said *John Vivian* as aforesaid, the yearly Rent or Sum of Twenty-seven Pounds shall be at all Times accepted, received, and taken in discharge of the said yearly Rent of Forty-nine Pounds Ten Shillings expressed to be reserved in and by the said Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid, the said respective yearly Rents of Ninety-six Pounds Eight Shillings and Twenty-seven Pounds respectively to be paid and payable by even and equal Portions on or at the Days or Times and in the Manner in the said Indenture of Lease so granted to the said *John Vivian* as aforesaid limited and appointed for Payment of the said yearly Rents of One hundred and forty-six Pounds Fifteen Shillings and Forty-nine Pounds Ten Shillings respectively reserved in and by the said last-mentioned Indenture of Lease: Provided nevertheless, that it shall not be lawful for the respective Lessees under the said Indentures to dig, raise, or make use of Earth or Clay for the Purpose of making Bricks for Sale, notwithstanding the Provisions for that Purpose in the said respective Leases contained.

III. And

This Act not to bind Henry Somerset, or any Person claiming under him, until his Consent be signified by Writing, to be enrolled in the Court of Chancery.

III. And whereas the said *Henry Somerset* is resident, as has been herein-before recited, at the *Cape of Good Hope*, and his Consent 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 or be of any Effect as against the said *Henry Somerset*, or as against any Person claiming or to claim by, from, through, or under him, any Estate, Right, Title, or Interest whatsoever now vested in him the said *Henry Somerset*, until the said *Henry Somerset* shall signify his Consent to this Act by Writing under his Hand, attested by One or more credible Witness or Witnesses, and such Writing shall be enrolled in Her Majesty's High Court of Chancery within Two Years after the passing of this Act; and from and after the Enrolment of such 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 *Henry Somerset* and all Persons claiming or to claim by, from, through, or under him, and all Persons claiming or having any Estate or Interest in the said Lands and Hereditaments subsequent to the Estate in Tail Male vested in him under and by virtue of the said Indenture of the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and fourteen, as if such 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; that is to say,

Form of Consent.

'I, Lieutenant Colonel *Henry Somerset*, do hereby consent to an Act of Parliament passed in the Year of the Reign of Queen *Victoria*, intituled *An Act for confirming a Lease granted by the Most Noble* Henry Charles *late Duke of* Beaufort *to* John Vivian *Esquire of Lands and Hereditaments in the Parish of* Saint John juxta Swansea *in the County of* Glamorgan, *and also a certain other Lease granted by the said* Henry Charles *late Duke of* Beaufort *and the Most Noble* Henry *Duke of* Beaufort, *by his then Name of* Henry *Marquis of* Worcester, *to* John Williams *Esquire and others, of Lands and Hereditaments in the Parishes of* Saint John juxta Swansea *and* Llangefelach *in the said County of* Glamorgan. Given under my Hand the Day of in the Year of our Lord .'

In case of the Death of Colonel Henry Somerset, within a limited Period.

IV. Provided always, and be it further enacted, That if it shall hereafter appear that the said *Henry Somerset* is now dead, or if he shall happen to die within the Period of Two Years from the passing of this Act, without having signified his Consent to this Act in the Manner herein-before mentioned, it shall be lawful for the Person entitled to the First Estate in Tail Male under and by virtue of the Indentures of the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and fourteen, after the Limitation to the Fourth and every other subsequently born Son of the said *Henry Charles* Duke of *Beaufort*, severally and successively in Tail Male, if such Person be adult, or in case such Person shall be an Infant then for the Guardian or Guardians of such Person to signify their Consent to this Act by Writing under their respective Hands, in the Form or to the Effect herein-before mentioned with respect to the Consent of the said *Henry Somerset*, or as near thereto as Circumstances

stances will admit, such Writing to be executed and attested and enrolled as herein-before mentioned; and then and in that Case such Consent shall be deemed and taken as Part and Parcel of this Act, and shall be as conclusive and binding upon such Issue Male to all Intents and Purposes whatsoever as upon the said *Henry Somerset*, and all Persons claiming under him, and subsequent to the Estate Tail vested in him, as herein-before expressed.

General Saving.

V. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Executors, Administrators, and Assigns, (other than and except the said *Henry* Duke of *Beaufort*, and all and every the Sons and Son of the said *Henry* Duke of *Beaufort*, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said Lord *Granville Charles Henry Somerset*, and all and every the Sons and Son of the said Lord *Granville Charles Henry Somerset*, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said *Henry Somerset* and the Heirs Male of his Body lawfully issuing, and all and every other the Sons and Son of the said Lord *Charles Henry Somerset* deceased, and the Heirs Male of the Body and Bodies of such Sons and Son lawfully issuing, and the said *John* Lord *Burghersh*, his Executors, Administrators, and Assigns, and the said *James Walter* Earl of *Verulam* and Lord *Fitzroy James Henry Somerset*, their Executors, Administrators, and Assigns, and the said *Edward Granville* Lord *Eliot*, his Executors, Administrators, and Assigns, and the said *Emily Frances Culling* Duchess of *Beaufort*, and her Assigns, and the said *Christopher William Bethell Codrington* and Lady *Georgiana Charlotte Anne* his Wife, and the said *Plantagenet Somerset*, the said *Charles Talbot*, the said Honourable *Arthur Thellusson*, and the said *Henry Lannoy Hunter*, their Executors, Administrators, and Assigns, and all and every other Persons and Person having or lawfully claiming or who shall or may hereafter have or lawfully claim any Estate, Right, Title, Trust, or Interest of, in, to, or out of the Hereditaments and Premises comprised in the said Indenture of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, so granted to the said *John Vivian* as aforesaid, or in the said Indenture of Lease of the Fifth Day of *December* One thousand eight hundred and thirty-one respectively, or any Part or Parts thereof, by virtue of or under the said recited Indentures of Lease and Release of the Twenty-second and Twenty-third Days of *July* One thousand eight hundred and fourteen, (except the said *Henry Somerset* or the Persons claiming or having any Estate or Interest in the said Hereditaments and Premises subsequent to the Estate in Tail Male vested in him, or the said Appointment of the Sixteenth Day of *July* One thousand eight hundred and twenty-four, or the said Indenture of the Twenty-ninth Day of *December* One thousand eight hundred and thirty-six, and the Recovery herein-before mentioned,) all such Estate, Right, Title, Trust, Interest, Claim, and Demand, of, in, to, or out of the said Hereditaments and Premises comprised in the said last-mentioned Indentures of Lease of the Sixteenth Day of *February* One thousand eight hundred and fifteen, and

Fifth

Fifth Day of *December* One thousand eight hundred and thirty-one respectively, or any Part or Parts thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act had not been passed.

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

The SCHEDULE referred to by the foregoing Act.

FIRST PART.

Date of Lease under which held.	Description of Property.		Present Tenants Names.	Quantities of Land.
				A. R. P.
16th February 1815.	In the Parish of St. John juxta Swansea in the County of Glamorgan.	Lands, Mills, Messuages, Buildings, and Tenements.	Sir Richard Hussey Vivian, Baronet, and John Henry Vivian, Esquire.	18 0 0

SECOND PART.

5th December 1831.	In the Parishes of St. John juxta Swansea and of Llangefelach in the County of Glamorgan.	Messuages, Lands, Mills, Buildings, and Tenements.	John Williams the younger, Michael Williams, William Williams, Sampson Foster, Joseph Talwin Foster, Collan Harvey, John Sampson, John Michael Williams, and Richard Harvey, Esquires.	8 0 6 and 7 0 0 15 0 6

Wm. Bevan.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1837.