

AT the Court at *Buckingham-Palace*, the
6th day of *July* 1846,

PRESENT,

The QUEEN's Most Excellent Majesty in Council.

WHEREAS the Ecclesiastical Commissioners for England have, in pursuance of an Act, passed in the session of Parliament held in the third and fourth years of Her Majesty's reign, intituled "An Act to carry into effect, with certain modifications, the fourth report of the Commissioners of Ecclesiastical Duties and Revenues;" and of another Act, passed in the session of Parliament held in the fifth and sixth years of Her Majesty's reign, intituled "An Act for enabling ecclesiastical corporations, aggregate and sole, to grant leases for long terms of years," duly prepared and laid before Her Majesty in Council a scheme, bearing date the twenty-sixth day of November one thousand eight hundred and forty-five, in the words following, that is to say:

"We, the Ecclesiastical Commissioners for England, in pursuance of an Act, passed in the session of Parliament held in the third and fourth years of your Majesty's reign, intituled "An Act to carry into effect, with certain modifications, the fourth report of the Commissioners of Ecclesiastical Duties and Revenues;" and of another Act, passed in the session of Parliament held in the fifth and sixth years of your Majesty's reign, intituled "An Act for enabling ecclesiastical corporations, aggregate and sole, to grant leases for long terms of years," have prepared, and now humbly lay before your Majesty in Council, the following scheme, for determining the portion of the improved value to be made payable to us in a certain mining lease about to be granted by the Reverend John Webster Hawksley, Clerk, Rector of the parish of Redruth, in the county of Cornwall, and in the diocese of Exeter.

"Whereas by the said last recited Act it is enacted, that it shall be lawful for any ecclesiastical corporation, aggregate or sole (excepting as therein is excepted, which exception does not include the case of a rector), from time to time, with the consents in that behalf thereby required, and subject to the provisions in the same Acts contained, to grant or demise, by lease, for

any term not exceeding sixty years, any mines, minerals, quarries, or beds belonging to such corporation:

"And whereas, in pursuance of the powers contained in the said recited enactment, it is proposed by the said John Webster Hawksley, as such rector as aforesaid, with the consents required by the same Acts, to grant and demise, by lease, certain mines, with the produce thereof, in and under certain lands, being part and parcel of the glebe lands of the said parish, and situate, lying and being therein:

"And whereas by the same Act it is further enacted, that, in case of any lease of mines, minerals, quarries, or beds granted thereunder, such portion of the improved value accruing under such lease, as by the authority provided in the first recited Act shall be determined, not being more than three fourth parts nor less than one moiety of such improved value, shall forthwith, and from time to time as the same shall accrue, be paid to us, and shall be subject to the provisions relating to monies payable to us:

"And whereas the improved value to accrue under the lease so proposed to be granted as aforesaid will, according to the meaning of the same Act, be the whole net amount of the reservation or reservations to be made in such lease:

"Now, therefore, we humbly recommend and propose, that one half of the whole net amount of the reservation or reservations to be made in the said lease so to be granted, whether consisting of rent, royalty, or otherwise, shall, by such lease, be made directly payable to us; and that we shall have all the like remedies, in respect of such one half of any such reservation as aforesaid, as if the same were a separate rent reserved to us as lessors or grantors and reversioners of the premises comprised in such lease, independently of the rights and remedies of the said John Webster Hawksley, and his successors, rectors of Redruth, in respect of the remaining one half thereof, without any priority or preference between us and the said rector for the time being; and further, that we shall have full benefit and advantage, either jointly with or separately from the said John Webster Hawksley, and his successors, rectors of Redruth for the time being, of all or any of the covenants, conditions, and agreements in the said lease to be con-