



ANNO QUADRAGESIMO SECUNDO

GEORGI III. REGIS.

Cap. 87.

An Act for exonerating and discharging Parcel of the Possessions of the Prebendary of the Prebend of *Prees*, otherwise *Pipa-Minor*, founded in the Cathedral Church of *Lichfield*, in the County of *Stafford*, of and from a certain Lease made thereof; and for authorizing the Sale of the Mines and Minerals within the Premises comprized in such Lease, and for other Purposes. [22d June 1802.]

WHEREAS by Indenture dated the Eighth Day of *March* One thousand seven hundred and thirty-six, and made between *Michael Nickins* of *Tipton* otherwise *Tibbington*, in the County of *Stafford*, Clerk, Son and Heir apparent of *Michael Nickins* late of the same Place, Clerk, deceased, by *Ann Nickins* his Wife, of the One Part, and *Richard Wilkes* Doctor of Physic, and *Edward Gibbons* Gentleman, of the other Part, reciting, that *Edward Chandler* Doctor in Divinity, Prebendary of the Prebend of *Prees* alias *Pipa Minor*, founded in the Cathedral Church of *Lichfield*, by his Indenture of Demise bearing Date the Third Day of *October* One thousand seven hundred and seven, did demise, grant, and to farm let unto the said *Ann Nickins*, her Heirs, Executors, and Assigns, all that Church or Chapel, Parsonage,
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Dwelling House, or Tenement, with the Appurtenances situate and being in *Tipton* alias *Tibbington* aforesaid, and all Barns, Dovecotes, Stables, Buildings, Gardens, Orchards, and Backsides to the said Parsonage House or Tenement belonging; and also all the Glebe-Lands, Meadows, Leafows, Closes, Pastures, and Parcels of Wood Ground, to the said Church, Chapel, Rectory, or Parsonage House or Tenement belonging or in anywise appertaining, with all and every of their Appurtenances; and also all and all Manner of Tenths and Tythes of Corn, Grain, Hay, Wool, and Lamb, and all other Tythes, Oblations, Obventions, and Profits whatsoever, yearly arising, growing, or encreasing within the said Parish of *Tipton* alias *Tibbington*; and also all those Three Cottages or Tenements with their Appurtenances, situate, standing, and being at *Tipton* alias *Tibbington* aforesaid, then in the several Tenures, Possessions, or Occupations, of *Charles Pidgeon*, *John Nichols*, and *Samuel Dudley*, with all Ways, Privileges, and Advantages whatsoever, to the said Parsonage House or Tenement, and Cottages, and all other the said Premises belonging or in anywise appertaining; to hold to the said *Ann Nickins*, her Heirs, Executors, and Assigns, from the making thereof, for the Lives and Life of the said *Michael Nickins*, Party thereto, *John Jevon* the younger, and *Thomas Nocke* the younger, and the Life of the Survivor of them, at and under the yearly Rent or Sum of Three Pounds Six Shillings and Eight-pence: And also reciting, that the said *Ann Nickins*, by the Name of *Ann Higginson* Widow, did, by Indenture of Lease bearing Date the Eleventh Day of *March* One thousand seven hundred and twenty-seven, for the Considerations therein mentioned, grant, assign, and set over unto the said *Michael Nickins* Party to the Indenture now in Recital, all and every the said Church or Chapel, Rectory, Parsonage or Dwelling House, Glebe Lands, Meadows, Pastures, Tythes, Cottages, and all and singular other the Premises, with their and every of their Appurtenances in the said therein in Part recited Indenture mentioned and contained, to hold unto the same *Michael Nickins*, his Heirs, Executors, and Administrators, from the Day of the Date thereof, for the Term of Fourscore and nineteen Years, if the Lives in the Indenture of Lease mentioned, or any of them, should so long continue, subject to the yearly Rent of Three Pounds Six Shillings and Eight-pence, and all other Rents, Covenants, and Agreements in the said therein recited Indenture mentioned; it is by the now reciting Indenture of the Eighth Day of *March* One thousand seven hundred and thirty-six witnessed, that the said *Michael Nickins* Party thereto, as well in Consideration of the Sum of Five hundred Pounds by him then received as a Marriage Portion with *Catherine Nickins* his Wife, as also for and towards the making a sufficient Provision and Maintenance for the said *Catherine Nickins*, in case she should survive him, and for their Children, the same *Michael Nickins* did demise, grant, assign, transfer, and set over unto the said *Richard Wilkes* and *Edward Gibbons* the said Church or Chapel, Rectory, Parsonage, Dwelling House or Tenement, Glebe Lands, Meadows, Pastures, Tythes, Cottages, and all and singular the said demised Premises, with their and every of their Appurtenances in and by the said therein in Part recited Indenture of Lease mentioned to be granted, to hold unto the said *Richard Wilkes* and *Edward Gibbons*, their Executors, Administrators, and Assigns, for all the Residue of the said Term of Fourscore and nineteen Years from thence next ensuing, if the Lives in the said original Indenture of Lease mentioned, or any of them, should

should so long live, in Trust nevertheless, and to and for the several Intents and Purposes therein-after-mentioned (that is to say), in Trust for them the said *Michael Nickins*, Party thereto, and *Catherine* his Wife successively for their Lives, and from and after the Decease of them the said *Michael Nickins* and *Catherine* his Wife, and the Survivor of them, then upon this further Trust and Confidence that they the same Trustees respectively should yearly, during the Remainder of the said conditional Term, pay, satisfy, employ, and bestow the Rents, Issues, and Profits of all the said Premises in, upon, and towards the Maintenance, Education, and Preferment, or to and for the Use equally of such Child or Children, Share and Share alike, as should be living, begotten by the said *Michael Nickins*, Party thereto, on the Body of the said *Catherine* his Wife, until such Child or Children should respectively attain to the Age of One and twenty Years, and then and from thenceforth should permit and suffer such Child or Children, whether Male or Female, his, her, or their Executors, Administrators, and Assigns respectively, peaceably and quietly to have, hold, and enjoy all the said Premises, for and during the Remainder of the said Term, determinable as aforesaid, and to receive and take the Rents, Issues, and Profits thereof, to his, her, or their own Uses and Benefits, in equal Shares and Proportions; and it is in and by the said now reciting Indenture provided, that to the Intent and Purpose that One or more new Lease or Leases might be had and taken of the said Premises, in the several Indentures therein-before mentioned, whereby the Estate, Right, Title, Tenant Right, and Interest of and in the said demised Premises might be preserved and kept on Foot, to be held, possessed, and enjoyed by the several Parties, and to the several Intents and Purposes before expressed and declared, it was consented unto, concluded, declared, and agreed upon, by and between all the said Parties thereto, that if the said *Michael Nickins*, Party thereto, in his Life-time, or the said *Catherine* his Wife, after his Decease, should be minded to surrender the original Indenture of Lease to the Prebendary of the said Prebend, for the Time being, in order for the taking of a new Lease for Three Lives of the said demised Premises, and should give Notice of such his, her, or their Intent in Writing, unto the said *Richard Wilkes* and *Edward Gibbons*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, and also should enter into a Bond, of the Penalty of One thousand Pounds unto them or him, with a Condition that he or she should and would take such new Lease of the said demised Premises, and should within One Month next after the taking such new Lease, grant and assign the said Premises, for and during the Continuance of such new Lease, unto the said *Richard Wilkes* and *Edward Gibbons*, and the Survivor of them, or the Executors, Administrators, or Assigns of the Survivor of them, to the several Uses, Intents, and Purposes as are in and by the now reciting Indenture mentioned and expressed, that then, from and after such Notice and Security given and delivered as aforesaid the Estate, Term, and Interest of and in the said demised Premises, should cease, determine, and be absolutely void: And whereas the said *Michael Nickins* died in the Life-time of the said *Catherine* his Wife, and she the said *Catherine* procured several Renewals to be made to her and her Heirs of the Lease, for the Time being, of the said Premises, holden of the Prebendary of the said Prebend; and particularly and lastly by Indenture of Lease, dated the Nineteenth Day of *September* One thousand seven hundred and fifty-five, whereby

whereby the Reverend *Richard Jackson* Clerk, Master of Arts, Prebendary of the said Prebend of *Prees* otherwise *Pipe-Minor*, demised and granted to the said *Catherine Nickins*, and her Heirs, Executors, Administrators, and Assigns, the Premises comprised in the said first mentioned Indenture of Lease for the Lives of *Ann Hilliard*, then the Wife of *James Hilliard* of *Wolverhampton*, in the said County of *Stafford*, Sadler, and *Catherine Nickins*, the Two Daughters of the said *Catherine Nickins*, Party thereto, by the said *Michael Nickins*, her Husband, and *Thomas Unett*, then of *Saint John's College* in *Cambridge*, and the Life of the Survivor of them, at the yearly Rent of Three Pounds Six Shillings and Eightpence; and the said *Catherine Nickins*, the Lessee, thereby covenanted that she, and her Heirs and Assigns, would, during the said Term, by some sufficient and able Minister in Holy Orders, to be named and appointed by the said *Richard Jackson*, and his Successors, Prebendaries of the said Prebend, cause the Cure of the said Church or Chapel to be well and duly served, and would pay to such Curate or Curates so named and officiating, the clear annual Sum of Twenty Pounds, being the ancient and accustomed Salary usually allowed and paid to the Curate there; and also the further Sum of Three Pounds, as a new Addition or Augmentation of the said ancient Salary: And whereas the said *James Hilliard* died in the Year of Our Lord One thousand seven hundred and fifty-nine, leaving the said *Ann* his Wife, him surviving: And whereas by a certain Bond or Obligation, bearing Date the Seventeenth Day of *July* One thousand seven hundred and eighty-three, *William Mee*, of the Parish of *Saint Mary, Wood Street*, in the City of *London*, Hosier, became bound to *William Beto Taylor*, of *Wolverhampton* aforesaid, Merchant, in the Sum of Five thousand Pounds, reciting, that a Marriage was then intended, and which was soon after had and solemnized between the said *William Mee* and *Ann Hilliard* Widow; and also reciting that the said *Ann Hilliard* was in Possession of, or interested in, Reversion to a Moiety of a considerable Leasehold Estate at *Tipton*, in the said County of *Stafford*, and also entitled to divers Goods, Chattels, ready Monies, and other Personal Estate; also that it had been agreed between the said *William Mee* and *Ann Hilliard*, that all her Real and Personal Estate should, so soon as conveniently might be after such Marriage, be conveyed and assured unto and in the Name of the said *William Beto Taylor*, his Heirs, Executors, and Administrators; the Condition of the said Bond is expressed to be for making void the same Bond, if the said *William Mee*, his Executors or Administrators, should, within Six Months after the said then intended Marriage, execute and deliver unto the said *William Beto Taylor*, his Heirs, Executors, or Administrators, such Deeds or Instruments as Counsel should advise, for conveying, settling, and assuring all and singular the said Real and Personal Estate of the said *Ann Hilliard*, unto the said *William Beto Taylor*, his Heirs, Executors, and Administrators, in Trust for the following Purposes; (that is to say), in Trust to permit the said *Ann Hilliard* to receive and take the Rents, Issues, and Profits of all her said Real and Personal Estate, to and for her own sole and separate Use during the Term of her natural Life, with a Covenant to be contained therein, that her Receipt, notwithstanding her Coverture, should be a sufficient Discharge to the said *William Beto Taylor*, his Executors or Administrators, or to the Tenants of the said Estate, for the Rents and Profits thereof, and for the Interest and Produce of her Personal Estate; and from and after her Decease, the said

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Estates and Premises to stand limited unto and for the Use of the said *William Mee*, and his Assigns, during his natural Life; and after his Decease, to the Use of such Person or Persons as she the said *Ann Hilliard* should, by Will or Deed, duly executed in the Presence of Two or more credible Witnesses, direct, limit, appoint, give, devise, or bequeath all her said Real and Personal Estates; and in Default of such Direction, Limitation, Appointment, Gift, Devise, or Bequest, the same to stand limited, and to go to her legal Representative or Representatives: And whereas the said *Catherine Nickins* Widow, died in the Year of Our Lord One thousand seven hundred and ninety-five, leaving the said *Ann*, the Wife of the said *William Mee*, and *Catherine Nickins* Spinster, the Two only surviving Children of the said *Michael Nickins* deceased, by her the said *Catherine Nickins* the Mother, her Co-Heirs at Law; but having by her last Will and Testament in Writing, dated the Fifth Day of *October* One thousand seven hundred and ninety-five, and duly executed and attested, after several Bequests, not including or affecting the said Leasehold Premises, given and devised all the Rest and Residue of her Worldly Estate and Effects, whatsoever and wheresoever, unto her said Daughter *Catherine Nickins*, her Heirs, Executors, Administrators, and Assigns, for her and their own absolute Use and Benefit: And whereas, by Indenture of Three Parts, dated the Fifteenth Day of *December* One thousand eight hundred and one, and made between *Jeffery Ludlam* Hosier, and *Edward Hollingsworth* Hosier, Assignees of the Estate and Effects of the said *William Mee*, and of *William Evans*, late of *Wood Street, Cheapside*, in the City of *London*, Hosier, Dealers, Chapmen, and Co-partners, trading under the Firm of *Evans and Company*, Bankrupts, of the First Part; the said *William Mee* of the Second Part; and the said *Catherine Nickins* Spinster, of the Third Part; in Consideration of the Sum of One hundred and sixty-four Pounds and Twelve Shillings, by the said *Catherine Nickins* Spinster, to the said *Jeffery Ludlam* and *Edward Hollingsworth*, paid; and for other Considerations, they the said *Jeffery Ludlam* and *Edward Hollingsworth* did bargain, sell, release, and confirm, and the said *William Mee* did release, ratify, and confirm unto the said *Catherine Nickins* Spinster, her Heirs and Assigns, all that their Estate, Right, Title, and Interest, expectant on the Decease of the said *Ann Mee*, in the Life-time of the said *William Mee*, of and in One undivided Moiety or Half Part of all and singular the said Premises, comprized in the said Indenture of Lease, of the Nineteenth Day of *September* One thousand seven hundred and fifty-five, to hold the same unto the said *Catherine Nickins* Spinster, her Heirs and Assigns, for the natural Life of her the same *Catherine Nickins*, and for and during all such further Estate, Term, and Interest, as might be acquired in the said Premises, by Renewal or Renewals, or otherwise howsoever, subject nevertheless to the reserved Rents, and to the Covenants and Agreements on the Lessees Part and Behalf, to be paid, done, performed, and kept: And whereas, by the Means aforesaid, One undivided Moiety of the said Premises, comprized in the said Indenture of Lease of the Nineteenth Day of *September* One thousand seven hundred and fifty-five, stands settled to the separate Use, Disposal, and Appointment of the said *Ann*, the Wife of the said *William Mee*, independent of her said Husband, subject to the contingent Interest therein, for the Life of him the said *William Mee*, in Remainder after the Death of her the said *Ann Mee*, in case he shall happen to survive her; and the same contingent Interest, and also the

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remaining undivided Moiety of the said Leasehold Premises are vested in the said *Catherine Nickins* Spinster, for her absolute Use and Benefit: And whereas the Reverend *William Brereton* Clerk, Fourth Canon Residentiary of the Cathedral Church of *Lichfield*, in the County of *Stafford*, and as such, Prebendary of the said Prebend of *Prees* otherwise *Pipe-Minor* otherwise *Pipa-Minor*, is in Right of the said Prebend, seized to him and his Successors for ever, of the aforesaid Church or Chapel, Parsonage, Lands, Woods, Tythes, Tenements, and Hereditaments, in *Tipton* otherwise *Tibbington* aforesaid, subject to the said Indenture of Lease of the Nineteenth Day of *September* One thousand seven hundred and fifty-five; and he the said *William Brereton*, in Right of his said Prebend, is also seized to him and his Successors for ever, of divers other Glebe Lands, Tenements, and Hereditaments, situate in or about *Stafford*, *Lichfield*, *Pipe-Minor*, *Willeford*, *Ashford-Brook*, and *Chorley*, or some of them, in the said County of *Stafford*, and in the Parish of *Prees*, in the County of *Salop*: And whereas the Honourable and Right Reverend *James*, Lord Bishop of *Lichfield* and *Coventry* is, in Right of his See, Patron of the said Canon Residentiaryship and Prebend: And whereas there are valuable Mines or Veins of Coal, Iron-stone, and other Minerals under the Lands comprized in the said Lease of the Thirteenth Day of *September* One thousand seven hundred and fifty-five; but the same have not hitherto proved of any Benefit either to the Persons entitled to the same Lease, or to the Prebendary of the said Prebend: And whereas, with a View to the Sale of the said Mines and Minerals, the said *William Brereton* hath agreed with the said *Catherine Nickins*, as well on Behalf of herself as of the said *Ann Mee* her Sister, for the Purchase of their respective Rights in the said subsisting Lease, in Consideration of the Sum of One thousand and five hundred Pounds to be paid to them, and also in Consideration of an Annuity of Two hundred Pounds, to be secured to them for their Lives and the Life of the Survivor; but subject to a Proviso for making such Agreement void in case an Act of Parliament should not be obtained for making the same effectual: And whereas the said *William Brereton*, *Ann Mee*, and *Catherine Nickins* are severally desirous and have proposed, with the Consent and Approbation of the said Lord Bishop of *Lichfield* and *Coventry*, that the said Premises comprized in the said subsisting Lease shall be freed and discharged of and from the same Lease, and also of and from all the Estate and Interest, Claim and Demand of them the said *Ann Mee* and *Catherine Nickins*, and that the said *William Brereton* and his Successors, Prebendaries of the said Prebend, may be empowered, with the Consent of the Bishop of *Lichfield* and *Coventry*, for the Time being, to sell and dispose of the Mines and Veins of Coal, Iron-stone, Limestone, and other Minerals lying and being in or under the Lands, Grounds, and Premises demised by the said subsisting Lease, or belonging to or Parcel of the said Prebend situate in *Tipton* otherwise *Tibbington* aforesaid; and that the Monies thence arising shall be paid into the Hands of the said Lord Bishop of *Lichfield* and *Coventry*, and the Archdeacon of the Archdeaconry of *Stafford*, for the Time being, upon Trust, after Payment of all incidental Expences, to make Compensation to them the said *Ann Mee* and *Catherine Nickins* Spinster, for the Relinquishment of their Rights in the said Leasehold Premises, according to the Purport of the aforesaid Agreement in that Behalf; and upon further Trust to apply the Residue of the Fund arising from such Sale for the Benefit of the said *William Brereton*, the

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now Prebendary of the said Prebend of *Prees* otherwise *Pipe-Minor*, and of the Curate of the perpetual Curacy of *Tipton* aforesaid for the Time being, and for such other Purposes as are herein-after expressed; but although they the said *William Brereton*, *Ann Mee*, and *Catherine Nickins* Spinster, and the said Lord Bishop of *Lichfield* and *Coventry* are well satisfied that the said Proposal, if carried into Execution, would be greatly for the Benefit and Advantage of all Parties interested; yet, inasmuch as the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *William Brereton*, *Ann Mee*, and *Catherine Nickins* Spinster, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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, from and immediately after the passing of this Act, the said Church or Chapel, Rectory, Parsonage, Dwelling House or Tenement, Glebe Lands, Meadows, Pastures, Tythes, Cottages, and all and singular other the Premises comprized in the said Indenture of Lease of the Nineteenth Day of *September* One thousand seven hundred and fifty-five, with their and every of their Rights, Members, and Appurtenances, shall be freed and discharged, and exonerated of and from the same Indenture of Lease, and the Term and Estate thereby granted, and all and singular the Rent, Payments, Covenants, Clauses, Conditions, and Agreements therein reserved and contained, and also of and from all the Estate, Right, Title, Interest, Claim, and Demand of them the said *Ann Mee* and *Catherine Nickins* Spinster, of, in, and to the same, and so freed, discharged, and exonerated, shall be and stand settled upon and vested in *Charles Cooper* of *Fleet Street*, in the City of *London*, Linen-draper, and *Richard Farmer* of *Kennington Common*, in the County of *Surrey*, Gentleman, their Executors, Administrators, and Assigns for the Term of One hundred Years, to commence and be computed from the passing of this Act, and to be from thenceforth next ensuing, and fully to be complete and ended, but upon the Trusts and for the Intents and Purposes, and subject to the Proviso herein-after expressed and declared concerning the same; and from and after the End, Expiration, or other sooner Determination of the said Term of One hundred Years, and in the mean Time subject thereto, and to the Trusts thereof, all the same Premises shall be and remain to, and shall stand vested in and settled upon the said *William Brereton* as Fourth Canon Residentiary aforesaid, and Prebendary of the said Prebend of *Prees* otherwise *Pipe-Minor* otherwise *Pipa-Minor*, and his Successors for ever, Fourth Canons Residentiary and Prebendaries of the said Prebend.

Tibbington Church or Chapel, and all the Premises comprized in a certain Indenture, exonerated from the said Indenture, and the Rent reserved.

II. And be it further enacted, That, from and after the passing of this Act, it shall and may be lawful to and for the said *William Brereton*, and his Successors, Fourth Canons Residentiary and Prebendaries of the said Prebend of *Prees* otherwise *Pipe-Minor* otherwise *Pipa-Minor*, and he and they is and are hereby authorized and empowered, from Time to Time, by Indenture by him or them sealed and delivered in the Presence of, and attested by, Two or more credible Witnesses, with the Consent and Approbation of the Lord Bishop of *Lichfield* and *Coventry*, for the Time being, testified by his executing such Indenture, or otherwise by Writing under his Hand attested in like Manner, to sell and dispose of, and grant and convey all and every or any of the Mines, Veins, and Seams of Iron, Iron Stone,

Prebendary of *Prees* may sell the Mines under the Lands belonging to the Prebend.

Stone, and Coal, Lime Stone, Clay, Pot Clay, Fire Brick Clay, Stone, and other Mines or Minerals, and Quarries found or discovered, or which shall at any Time or Times hereafter be opened, found, or discovered, in, under, or upon any of the Lands, Closes, Grounds, or Hereditaments comprized in the aforesaid recited Indenture of Lease of the Nineteenth Day of September One thousand seven hundred and fifty-five, or under or upon the Scite of the old Church and old Church-Yard of *Tipton* otherwise *Tibbington* aforesaid, or any of the Lands or Grounds belonging to the said Prebend of *Prees* in the Parish of *Tipton* otherwise *Tibbington* aforesaid, to any Person or Persons whomsoever, and his or their Heirs, Executors, Administrators, or Assigns, either in Fee Simple, or for any Term or Terms of Years, with full and free Liberty, Licence, Power, and Authority, to search, dig, sink, drive, win, work, and make Groves, Shafts, Drifts, Trenches, Sluices, Way-Gates, Water-Gates, and Watercourses, and to erect any Furnace or Furnaces, Engines, Mills, Gins, or other Works, and to use all other lawful Ways and Means as well for the finding, discovering, winning, working, and getting of Iron, Iron Stone, Coals, Lime Stone, Clay, Pot Clay, Fire Brick Clay, Stone, and other Minerals, forth and out of the said Mines and Quarries, as for the avoiding and carrying away Water or foul Air from and out of the same, and also to take and use sufficient Ground Room, Heap Room, and Pit Room for laying, placing, and manufacturing of Iron, Iron Stone, Coals, Lime Stone, Clay, Pot Clay, Fire Brick Clay, Stone, Earth, and Rubbish, that shall from Time to Time proceed from or be wrought, dug, or gotten out of the same, and also full and sufficient Way and Passage to and for the respective Grantees, their Agents, Workmen, or Servants, from Time to Time, during the Continuance of the Term and Estate to be respectively granted or created, to take, lead, and carry away with Horses, Carts, Wains, Waggon, and other Carriages, all the Iron, Iron Stone, Coal, and Lime Stone, Clay, Pot Clay, Fire Brick Clay, Stone, and other Minerals, to be wrought, won, and gotten in, forth, and out of the said Mines and Quarries, thereby to be granted, and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up in any convenient Place or Places near any of the said Mines or Quarries, so to be granted, all such Houses, Hovels, Lodges, Sheds, or other Buildings, as shall from Time to Time be needful or convenient for standing, laying, and placing of Workmen, Work Houses, Work Gear, and Utensils, to be used and employed in or about the working and carrying on the Works of the said Mines and Quarries respectively; and also to dig and get up Stone, Sods, Peat, Clay, or Spar, for making, building, and repairing such Houses or other Buildings, and to do whatever else shall be deemed needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Iron, Iron Stone, and Coals, and Lime Stone, forth and out of the said Mines and Quarries, and for the manufacturing, leading, and carrying away the same; all which Sales so as aforesaid to be made, shall be for such Price or Prices and Considerations, and in such Manner, either by publick Auction or private Contract, as to the said Lord Bishop and Prebendary, for the Time being, shall seem meet.

Monies paid
for Mines,
vested in Trus-
tees for certain
Purposes.

III. And be it further enacted, That all and singular the Monies to be paid as the Consideration for the Sale of the said Mines and Minerals, from Time to Time, shall be paid unto the Lord Bishop of *Lichfield* and *Coventry*,

ventry, and the Archdeacon of the Archdeaconry of *Stafford*, for the Time being, whose Receipt and Receipts shall be at all Times a good and sufficient Discharge and Discharges to the Purchaser or Purchasers for so much Money as shall be therein expressed or acknowledged to be received; and they the said Lord Bishop and Archdeacon, their Executors, Administrators, and Assigns, shall stand possessed of, and interested in, all and singular the same Monies, upon the Trusts, and for the Intents and Purposes herein-after expressed and declared concerning the same; (that is to say), upon Trust that they the same Trustees respectively do, and shall, in the First Place, thereout pay and defray all the Costs, Charges, and Expences preparatory to, and attending the applying for, and obtaining and passing this Act, with lawful Interest on such Monies as may have been, or shall be advanced or subscribed by any Person or Persons for or towards raising or providing the same Costs, Charges, and Expences; and also do and shall pay and defray all the Costs, Charges, and Expences attending the making such Sales, Grants, Conveyances, and Assurances as aforesaid, and the carrying into Execution all and every, or any of the Trusts created by this Act, from Time to Time, as and when the same shall be incurred, and do and shall, by and out of the Residue and Surplus of the Monies to arise by such Sales as aforesaid, pay the Sum of Seven hundred and fifty Pounds, being One Moiety of the aforesaid Sum of One thousand and five hundred Pounds, with Interest on the said Sum of Seven hundred and fifty Pounds, from the passing of this Act, after the Rate of Five Pounds *per Centum per Annum*, unto the aforesaid *Charles Cooper* and *Richard Farmer*, their Executors, Administrators, or Assigns, to be by them paid, applied, and disposed of to such Person or Persons, upon such Trusts, and for such Intents and Purposes as the said *Ann Mee*, by any Writing or Writings under her Hand, attested by Two or more credible Witnesses, or by her Will or any Codicil thereto, to be attested in like Manner, shall, notwithstanding her Coverture, and whether Covert or Sole, direct or appoint, or otherwise the same to be paid into the proper Hands of her the said *Ann Mee*, to and for her own sole and separate Use and Benefit, with which her said Husband is not to intermeddle; nor is the same to be subject to his Controul, Debts, or Engagements; and the Receipt of her the said *Ann Mee*, or of her Appointees, shall at all Times, notwithstanding her Coverture, be a good and sufficient Discharge to the said Lord Bishop and Archdeacon, and the said Trustees, and their Executors, Administrators, and Assigns respectively, for so much Money as shall be therein expressed or acknowledged to be received; and upon further Trust that they the said Lord Bishop and Archdeacon, their Executors, Administrators, or Assigns, do and shall, by and out of the said Residue and Surplus of the said Monies, to be by them received as aforesaid, pay the Sum of Seven hundred and fifty Pounds, Residue of the said Sum of One thousand and five hundred Pounds, with lawful Interest on the same Sum of Seven hundred and fifty Pounds, from the Time of passing of this Act, unto the said *Catherine Nickins* Spinster, her Executors, Administrators, or Assigns, to and for her or their own Use and Benefit; and upon further Trust, that they the said Lord Bishop and Archdeacon, their Executors, Administrators, or Assigns, do and shall, by and out of the said Residue and Surplus of the said Monies, to be by them received as aforesaid, pay or reimburse all Arrears of the yearly Sum of Two hundred Pounds herein-after mentioned, with the Interest thereof,

thereof, which shall have then incurred, or been raised and paid by virtue of the Powers herein-after contained; and after all such Payments shall be made as aforesaid, then do, and shall lay out and invest a sufficient Part of the then Residue and Surplus of the said Monies to arise by such Sales as aforesaid, in the Purchase of so much Three Pounds *per Centum* Consolidated Bank Annuities, as shall produce, by the Dividends thereof, the yearly Sum of Two hundred Pounds, and do and shall, during the joint Lives of the said *Ann Mee* and *Catherine Nickins* Spinster, and the Life of the Survivor of them, pay and apply the Dividends of the Consolidated Bank Annuities so to be purchased, as and when the same shall from Time to Time, become due and payable, and also a rateable and proportionable Part of such Dividends, from the Day of Payment next preceding the Death of the Survivor of them, the said *Ann Mee* and *Catherine Nickins* Spinster, unto the Day of the Death of such Survivor, in Manner following; (that is to say), One Moiety thereof unto the said *Catherine Nickins*, and her Executors, Administrators, and Assigns, and the other Moiety thereof unto the aforesaid *Charles Cooper* and *Richard Farmer*, their Executors, Administrators, and Assigns, to be by them applied upon such Trusts, and for such Intents and Purposes as are herein-before expressed and declared, of and concerning the aforesaid first mentioned Sum of Seven hundred and fifty Pounds, and the Interest thereof, and upon this further Trust, that they the said Lord Bishop and Archdeacon, their Executors, Administrators, and Assigns do and shall, after such Payments and Investment shall be made as aforesaid, by and out of the Monies then remaining in or coming to their Hands, under the Trusts aforesaid, pay unto the said *William Brereton*, his Executors, Administrators, or Assigns, the Sum of Five hundred and sixty Pounds, (being the Amount of the Fine to which he the said *William Brereton* would have been entitled in case the aforesaid subsisting Lease had been renewed upon the usual Terms, and a new Life added in the Room of the last deceased *Cestuique vie*); and do and shall in the next Place lay out and invest One Moiety of the whole Residue and Surplus which shall remain of the Monies to be received by them the same Trustees respectively, under and by virtue of the Trusts aforesaid, in the Purchase of like Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of the said Lord Bishop and Archdeacon, for the Time being, who shall stand possessed of such Moiety; and also of One Moiety of the Consolidated Bank Annuities appropriated for answering the said yearly Sum of Two hundred Pounds as aforesaid, from and after the Death of the Survivor of them the said *Ann Mee* and *Catherine Nickins* Spinster, upon Trust to pay the Dividends thereof respectively, as and when the same shall become due and payable, to the Curate of the perpetual Curacy of *Tipton* aforesaid, for the Time being, for ever, in Augmentation of his Stipend; and upon further Trust that they the same Trustees respectively do and shall by and out of the remaining Moiety of the said whole Residue and Surplus which shall remain of the Monies to be received by them respectively, under and by virtue of the Trusts aforesaid, or by Monies to arise by Sale and Transfer of a competent Part of the remaining Moiety of the Consolidated Bank Annuities appropriated for answering the said yearly Sum of Two hundred Pounds as aforesaid, (which Sale and Transfer they the said Trustees for the Time being, are hereby authorized to make at any Time after the Death of the Survivor of the said *Ann*
Mee

Mee and *Catherine Nickins* Spinster), or by Monies constituting or arising from both the said last mentioned Funds, pay and apply the Sum of Three thousand Pounds in, for, or towards satisfying or discharging the Debt or Debts for the Time being on the Fabrick Fund of the Cathedral Church of *Lichfield*, or pay and apply so much of that Sum for that Purpose, as such Debt or Debts may for the Time being amount unto; and after such Payment, then do and shall lay out and invest the then Residue and Surplus of the said last mentioned Moiety of the said Monies so received by them, the said Trustees, in the Purchase of like Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of the said Lord Bishop and Archdeacon for the Time being, who shall stand possessed thereof; and also of the remaining Moiety of the Consolidated Bank Annuities appropriated for answering the said yearly Sum of Two hundred Pounds as aforesaid, from and after the Death of the Survivor of them the said *Ann Mee* and *Catherine Nickins* Spinster, or so much of the said remaining Moiety of the said Consolidated Bank Annuities as shall not be sold or disposed of for the Purpose aforesaid, in Trust to pay the Dividends thereof respectively, as and when the same shall become due unto the Dean and Chapter of the said Cathedral Church, and their Successors, in Augmentation of the Fabrick Fund of the said Cathedral Church, in order that the same may be by them applied for the general Purposes of the said Fabrick Fund, under the Direction and with the Consent of the said Lord Bishop for the Time being, to be signified, from Time to Time, in Writing under his Hand.

IV. Provided always, and it is hereby further enacted, That it shall and may be lawful for the said Lord Bishop and Archdeacon, and their Successors respectively, at any Time or Times, and they are hereby directed to sell and dispose of the said Consolidated Bank Annuities, the Dividends whereof are directed to be paid to the Curate of the perpetual Curacy of *Tipton* aforesaid, or any Part thereof, and to lay out the Monies arising from such Sale, pursuant to any Order or Orders of the Court of Chancery to be made upon the Petition of the said Lord Bishop and Archdeacon for the Time being, in a summary Way, without any Bill filed, which Order or Orders the said Court is hereby authorized to make if it shall see fit, in the Purchase of Lands, Tenements, or Hereditaments, of a good Estate of Inheritance in Fee Simple, free from Incumbrances, except Chief Rents or Quit Rents, to be conveyed, settled, and assured unto and to the Use of the said Curate and his Successors for ever, to be held and enjoyed in such and the like Manner as Glebe Lands are held and enjoyed by Rectors, Vicars, and Curates; which said Conveyances and Assurances of the said Lands, Tenements, and Hereditaments so to be purchased as aforesaid, shall be good and valid to all Intents and Purposes whatsoever, without any Licence to take a Purchase in Mortmain.

One Moiety of 3 *l.* *per Cent.* Annuities to be laid out in the Purchase of Land for the Use of the Curate of *Tipton*.

V. Provided always, and it is hereby further enacted, That in case, and when the yearly Dividends payable to the Curate of *Tipton* as aforesaid, shall exceed the Sum of Twenty-three Pounds, being the Amount of the yearly Sum now payable to such Curate by the said *Ann Mee* and *Catherine Nickins* Spinster, as Owners of the said subsisting Lease, in Satisfaction of the like Sum issuing out of the said Prebend, then and from thenceforth, the said yearly Sum of Twenty-three Pounds issuing out of the

When Dividends thereof exceed 23 *l.* the Prebend shall be discharged from the Payment thereof.

the said Prebend, and payable to the said Curate of *Tipton*, shall cease, and the said Prebend shall be exonerated and discharged therefrom.

Trustees may borrow sufficient to pay the yearly Sum of 200 l.

VI. And be it further enacted, That the said *Charles Cooper* and *Richard Farmer*, their Executors, Administrators, and Assigns, shall stand possessed of the said Term of One hundred Years hereby limited to them as aforesaid, upon Trust in the mean Time, and until such Purchase and Investment in the Three Pounds *per Centum* Consolidated Bank Annuities shall be made as aforesaid, producing, by the yearly Dividends thereof, an Income of Two hundred Pounds, that they the same Trustees of the said Term of One hundred Years respectively, do and shall by and out of the Rents, Issues, and Profits of the Premises comprized in the said Term, or by mortgaging the same, or any Part thereof, (other than and except the aforesaid Mines and Minerals hereby authorized to be sold as aforesaid), for all or any Part of the same Term, raise and levy, or borrow and take up at Interest, such Sum or Sums of Money as shall be sufficient to answer and pay the like yearly Sum of Two hundred Pounds, by Half-yearly Payments, to commence and be computed from the passing of this Act; the First Half-yearly Payment to be made at the End of Six Calendar Months from thenceforth, together with a proportionable Part of the incurring Half-yearly Payment up to and until the Time of the full Investment and Appropriation of a sufficient Fund in the Three Pounds *per Centum* Consolidated Bank Annuities, for answering the yearly Sum of Two hundred Pounds first herein-before mentioned, and do and shall pay and apply all the Monies so to be raised under the Trusts of the said Term of One hundred Years, upon such and the same Trusts as are herein-before declared, respecting the yearly Sum of Two hundred Pounds, to arise from the Dividends of the Three Pounds *per Centum* Consolidated Bank Annuities, first herein-before directed to be purchased.

Term in the Premises to cease, when Trusts performed.

VII. Provided also, and it is hereby further enacted, That after an Investment in the Three Pounds *per Centum* Consolidated Bank Annuities shall have been made as herein-before directed, sufficient to produce, by the Income thereof, the yearly Sum of Two hundred Pounds; and after all the Trusts before declared, respecting the said Term of One hundred Years, shall have been performed and satisfied; then and in such Case, and from thenceforth, the said Term of One hundred Years, of and in the Premises therein comprized, or of and in so much thereof as shall not have been mortgaged for the Purposes aforesaid, shall cease, determine, and be void, to all Intents and Purposes whatsoever.

Prebendary not to lease any of the Glebe Lands or Tythes for more than Three Years.

VIII. And be it further enacted, That the Prebendary of the said Prebend, for the Time being, shall at all Times be, and hereby is restrained from leasing any of the said Glebe Lands or Tythes belonging to the said Prebend, in *Tipton* otherwise *Tibbington* aforesaid, for more than the Term of Three Years, and shall be, and is hereby also restrained from granting any Lease whatsoever, of the same Lands, Tenements, and Tythes in *Tipton* aforesaid, without reserving the best and most improved yearly Rent, to be payable Quarterly.

IX. And

IX. And be it further enacted, That upon the Death of every Lord Bishop of *Lichfield* and *Coventry*, and Archdeacon of the Archdeaconry of *Stafford*, for the Time being, the Survivor of them, shall, with all convenient Speed, from Time to Time, pay and transfer all Monies, Stocks, Funds, and Securities, which shall have vested in him solely by Survivorship, under and by virtue of the Trusts aforesaid, unto and in the joint Names of himself, and the Successor of him, who shall so die, to the End and Intent that the Trust Monies and Funds hereby directed to be vested in the Lord Bishop of *Lichfield* and *Coventry*, and the Archdeacon of the Archdeaconry of *Stafford*, for the Time being, may, from Time to Time, be and become vested in them, pursuant to the Intent and Meaning of this Act, upon the Trusts herein-before declared, respecting the same Trust Monies and Funds.

Surviving
Trustee to
transfer
Securities into
the joint
Name of him-
self and Suc-
cessor.

X. And be it further enacted and declared, That the said several and respective Trustees hereby appointed, and every of them, and the Heirs, Executors, Administrators, and Assigns of every of them, shall be charged and chargeable only for such Monies as they shall respectively actually receive by virtue of the aforesaid Trusts, and that they, or any of them, shall not be answerable or accountable for the others or other of them, nor for the Acts, Receipts, Neglects, or Defaults of the others or other of them, but each and every of them only for his and their own Acts, Receipts, Neglects, and Defaults respectively, neither shall they, or any of them, be answerable or accountable for any Misfortune, Loss, or Damage which may happen in the Execution of any of the aforesaid Trusts, or in Relation thereto, unless the same shall happen by or through their own wilful Defaults respectively; and also that they the said Trustees hereby appointed, and every of them, and the Heirs, Executors, Administrators, and Assigns of every of them, shall and may (by and out of the Monies which shall come to their respective Hands by virtue of the aforesaid Trusts), retain to and reimburse himself and themselves respectively, and allow to his or their Co-Trustee or Trustees, all such Costs, Charges, Damages, and Expences as they, or any of them, shall or may suffer, sustain, expend, disburse, or be put unto in the Execution of the aforesaid Trusts, or in Relation thereto.

Trustees only
to be account-
able for
Monies re-
ceived by
them.

XI. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Ann Mee* and *Catherine Nickins* Spinster, and their respective Heirs, Executors, Administrators, and Assigns, and the said *William Brereton*, and his Successors, Prebendaries of the said Prebend of *Prees* otherwise *Pipe-Minor* otherwise *Pipa-Minor*, and all other Persons meant and intended to be affected and barred by this Act), all such Estate, Right, Title, Interest, Claim, and Demand, of, in, to, or out of the Premises hereby vested and settled as aforesaid, as they, every, or any of them, had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been made.

General
Saving.

Publick Act.

XII. And be it further enacted, That this Act shall be deemed, adjudged, and taken to be a publick Act, and all Judges, Justices, and other Persons are hereby required to allow and take Notice thereof as such, without specially pleading the same.

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