



ANNO QUINQUAGESIMO PRIMO

# GEORGI III. REGIS.

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## Cap. 207.

An Act to confirm certain Articles of Agreement between the Most Noble *John* Duke of *Atholl*, the Right Honourable *Edward* Earl of *Derby*, the Right Reverend *Claudius* Lord Bishop of *Sodor and Man*, the Honourable *Edward Stanley* commonly called Lord *Stanley*, the Reverend *Daniel Mylrea*, *William Scott*, *John Cosnahan*, and the Clergy of the *Isle of Man*, and for other Purposes. [26th June 1811.]

**W**HEREAS, by Letters Patent, bearing Date on or about the Seventh Day of *July*, in the Seventh Year of the Reign of King *James the First*, *The Isle, Castle Peele, and Lordship of Man*, with its Rights, Members, and Appurtenances, and all Monasteries, Abbeys, and Priories within the said *Isle*, and all Tythes whatsoever, as well Great as Small, and all Rectories, Advowsons, Donations, and Right of Patronage of all Hospitals, Churches, Vicarages, Chapels, and all other Benefices whatsoever, as well Spiritual as Temporal, with their Appurtenances, of what Nature or Kind soever, arising within the said *Isle*, together with the Patronage of the Bishoprick of *Sodor and Man*; were (except as therein excepted) granted by His said Majesty to *William* then Earl of *Derby*; and *Elizabeth* his Wife, during their Joint Lives, and the Life of the Survivor of them, and after the Death of the Survivor of them, to *James Stanley* (Lord *Stanley*) the Son and Heir apparent to the said *William* Earl of *Derby*,  
[Loc. & Per.] 52 K and

Letters Patent  
dated 7th July  
7 Jac. 1.  
recited.

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and to his Heirs for ever, the same to be holden of His Majesty, His Heirs and Successors, by Homage and Liege, and paying Two Falcons on the Coronation Day of His Majesty's Successors, the Kings of *England*, in lieu of all other Services, Customs, and Demands: And whereas some Differences having arisen between *William* Earl of *Derby*, the Grantee in the said Letters Patent, and the Widow Daughters and Coheirs of *Ferdinando*, then late Earl of *Derby*, and the said Parties having entered into an Agreement concerning the same, an Act of Parliament passed in the Seventh Year of His said Majesty King *James* the First, for confirming such Agreement, intituled, *An Act for assuring and establishing of the Isle of Man*, whereby it was enacted, that the said *William*, then Earl of *Derby*, and *Elizabeth* his Wife, should, during their natural Lives, and the Life of the longest Liver of them, and the said *James* Lord *Stanley*, and the Heirs Male of his Body begotten or to be begotten; and after his Death, without such Issue, *Robert Stanley*, the Second Son of the said Earl, and the Heirs Male of his Body; and for Want of such Issue, the Heirs Male of the Body of the said *William* Earl of *Derby*; and for Default of such Issue, that the right Heirs of the said *James* Lord *Stanley* should for ever thereafter hold and quietly enjoy, against his said Majesty King *James* the First, and against *Thomas* Lord *Ellesmere*, then Lord High Chancellor of *England*, the Lady *Alice*, Countess of *Derby*, his Wife, and then late the Wife of the said *Ferdinando*, then late Earl of *Derby*, deceased; and against *Henry* Earl of *Huntingdon*, and the Lady *Elizabeth*, Countess of *Huntingdon*, his Wife; *Grey* Lord *Chandos*, and the Lady *Anne* his Wife; Sir *John Egerton* Knight, Son and Heir Male apparent of the said *Thomas* Lord *Ellesmere*, and the Lady *Frances* his Wife, and the Heirs of the said *Elizabeth*, *Anne*, and *Frances*; which said *Elizabeth*, *Anne*, and *Frances* were the only Daughters and Sole Heirs of the said *Ferdinando*, then late Earl of *Derby*; and against the Heirs of the said *Ferdinando*, then late Earl of *Derby*, and against *Thomas Ireland*, Esquire, his Executors, Administrators, and Assigns; all the said *Isle*, *Castle Peele*, and Lordship of *Man*, with the Rights, Members, and Appurtenances thereto belonging; and all and singular the Premises comprized in the said Letters Patent, and particularly expressed in the said Act, subject to the several Terms, Rents, and Services aforesaid: And whereas the said *James* Lord *Stanley*, afterwards Earl of *Derby*, after the Death of the said *William* Earl of *Derby*, and *Elizabeth* his Wife, entered and enjoyed the said Island and Premises, during his Life; and the said *James* Earl of *Derby* afterwards died, leaving Issue *Charles*, his eldest Son, and Heir at Law; and the said Premises then became vested in the said *Charles* Earl of *Derby*: And whereas some Time in or about the Year One thousand six hundred and sixty-six, the said *Charles*, then Earl of *Derby*, promoted a publick Subscription in *England*, for the Increase and Augmentation of the Maintenance of the poor Clergy within the said *Isle*; and One thousand Pounds having been accordingly subscribed, the Application thereof was entrusted to the Right Reverend *Isaac* then Bishop of *Sodor and Man*; and the said Subscription of One thousand Pounds having been accordingly paid into the Hands of the said Bishop, he afterwards, at the Request of the Inhabitants, proposed to the said Earl to purchase the Rectories and Tythes in the said Island, herein-after particularly mentioned, from the said Earl: And whereas by Indenture, bearing Date on or about the First Day of *November*; which was in the Year of our Lord One thousand six hundred and sixty-six, and made, or mentioned to be made, between the said *Charles* Earl of *Derby* of the One Part, and *Isaac*, then

Indenture  
dated 1st  
Nov. 1666.

then Lord Bishop of *Sodor and Man*, and *Jonathan Fletcher*, then Archdeacon of the said *Isle of Man*, of the other Part, reciting, that the then Revenues and ecclesiastical Promotion and Maintenance for the Ministers of the Gospel, settled within the said *Isle of Man*, were very small, by Reason whereof many of the Ministers within the said Isle were forced to live in a mean Condition, unbecoming their Callings; and likewise were necessitated, for the gaining and obtaining of a Livelihood for themselves and Families, to betake themselves to mean and inferior Employments, to the Diminution of the Honour of their Functions and Profession, and to the Prejudice of Religion and ecclesiastical Government by Law established within the said Island and His Majesty's Dominions; whereof the said Earl and Bishop taking Notice, and duly considering the great Inconveniencies arising from the small Encouragement and Maintenance of the Ministers within the said Isle, and for the Increase and further Augmentation of the Maintenance of the Ministers of the Gospel, exercising their Functions within the said Isle, at the several Churches and Cures there, they the said Earl and Bishop had used their great Care and pious and religious Endeavours and Bounty, as well in their own particular and liberal Contributions, as in procuring on their Endeavours and earnest Solicitations, other large and bountiful Contributions, for the furthering and Encouragement of the same pious and religious Work, by the Archbishop and Bishops, and other pious and well disposed Persons within the Realm of *England*, by which Contributions, the Sum of One thousand Pounds had been then already paid, or subscribed, or undertaken to be paid, for the Furtherance and Advance of the said pious and charitable Work; which said Sum of One thousand Pounds was directed and appointed to be bestowed and employed for the Purchase of some Yearly Revenue within the said Island, for the Increase and Augmentation of the Maintenance of the Ministry within the said Isle, and that upon such Inquiry made, and long Consideration had, how or whereupon to bestow the said One thousand Pounds within the said Isle for the Purposes aforesaid, it was thought most convenient to purchase the several Improvements, Rectories, Tythes, and Hereditaments within the said Island, therein and herein-after particularly mentioned, for and towards the further Increase and Augmentation of the Maintenance of the Ministers of the Gospel resident and exercising their ministerial Functions within the said Island, and for Provision of Maintenance for Schoolmasters or Erection of some School or Schools, in such Manner and in such Proportions as should from Time to Time be thought meet and convenient by the said Bishop and his Successors, and by the Archdeacon of the said Isle and his Successors, and by such Two other Persons as should be thought meet to be appointed for that Service and Employment by the said Earl and his Heirs, from Time to Time, or by Three of them: And further reciting, that the said Earl being acquainted therewith, at the Request of the said Bishop, was content to accept of the said Sum of One thousand Pounds for the settling and advance of the same pious and charitable Work, and in Consideration thereof, to convey and grant the Rectories, Improvements, Tythes, and Hereditaments therein and herein-after mentioned for the Purposes aforesaid, and under the Rents, Reservations, Trusts, and Agreements therein and herein-after expressed, it was and is witnessed that the said Earl in Consideration of the said Sum of One thousand Pounds, and of the several Yearly Rents therein and herein-after reserved, and for the Trusts and Purposes aforesaid, granted, bargained, and sold to the said Lord Bishop of *Sodor and Man*, and *Jonathan Fletcher*, Archdeacon of the said Island, their Executors and Assigns, all that the Rectory of *Kirk*

*Christ Layer* and *Kirk Marown*, with their and every of their Appurtenances; all that the Rectory of *Kirk Lonan*, with its Appurtenances; all that the Rectory of *Kirk Conchan*, with its Appurtenances; all that the Rectory of *Kirk Malow*, with its Appurtenances; all that the Rectory of *Kirk Mangbell*, with its Appurtenances; all that the Rectory of *Kirk Arbory*, with its Appurtenances; all that the Rectory of *Kirk Christ Rusben*, with its Appurtenances; all that the Rectory of *Kirk Michael*, with its Appurtenances; all that the Rectory of *Kirk Santon*, with its Appurtenances; together with all Tenths and Tythes of Corn and Grain yearly renewing and increasing within the said Rectories or the Bounds, Precincts, or tytheable Places thereof, and all other Tythes and Tenths whatsoever arising or payable within any of the Rectories or Parishes aforesaid, or any Part thereof, in as large, ample, and beneficial Manner as the said Earl, or his Heirs, could or might in anywise use or enjoy the same, with all and singular the Appurtenances, to hold the several Rectories and Premises aforesaid, with the Appurtenances, to the said Bishop and Archdeacon, their Executors and Assigns, from thenceforth for and during the Term of Ten thousand Years, then next ensuing, and fully to be complete and ended; paying therefore yearly to the said Earl and his Heirs, for the said Rectories of *Kirk Christ Layer* and *Kirk Marown*, the yearly Rent of Fourteen Pounds Sixteen Shillings and Sixpence; and also for the Rectory of *Kirk Mangbell* the yearly Rent of Eight Pounds; and for the Rectory of *Kirk Lonan* the yearly Rent of Six Pounds; and for the said Rectory of *Kirk Conchan* the yearly Rent of One Pound Six Shillings and Eight-pence; and for the said Rectory of *Kirk Malow* the yearly Rent of Twelve Pounds; and for the said Rectory of *Kirk Arbory* the yearly Rent of Three Pounds; and for the said Rectory of *Kirk Christ Rusben* the yearly Rent of Eight Pounds; and for the said Rectory of *Kirk Michael* the yearly Rent of Eight Pounds; and for the said Rectory of *Kirk Santon* the yearly ancient and accustomed Rent; and also paying for all the said Rectories, Tythes, and Premises every Thirtieth Year, to the said Earl of *Derby* and his Heirs, the Rent of One hundred and thirty Pounds Sterling; the said annual reserved Rents to be yearly payable at the Feast Days and Times formerly used and accustomed for Payment thereof by equal Portions, and the said Rent of One hundred and thirty Pounds, every Thirtieth Year to be likewise paid at the Feasts of *Pentecost* and *Saint Michael the Archangel* by equal Portions; and it was thereby declared and agreed to be the true Intent and Meaning of the said Parties, that the Interest, Title, Term, and Estate in the said Rectories, Tythes, and Premises were thereby granted to the said Bishop and Archdeacon, their Executors and Assigns as aforesaid only in Trust, to the Intent that the Rents, Issues, Revenues, and clear Profits thereof, over and above the Payment and Satisfaction of the yearly and other Rents thereby reserved, should be from Time to Time and at all Times thereafter during the said Term paid, employed, and disposed of for the Increase and Augmentation of the Maintenance and better Support and Livelihood of the Ministers of the Gospel, settled and exercising their Functions within the said Isle, and for or towards the Erection of a Free School within the said Isle, or the Maintenance of some Schoolmaster or Schoolmasters there, in such Manner and to be paid and distributed for the Uses aforesaid, by such Proportions and to such Persons as the said Bishop, during his Continuance in the same See and Bishoprick of *Sodor and Man*, and the said *Jonathan Fletcher*, during his Continuance of his ecclesiastical Promotion of Archdeacon within the said Isle, and afterwards, as the several Successors of the said Bishop and Archdeacon of the said Isle, together with

with Two other Persons resident and inhabiting within the said Isle for the Time being, and to be nominated for that Purpose by the said Earl or his Heirs, under his or their Hands and Seals respectively, or as any Three of them, whereof the said Bishop for the Time being to be one, should think meet and convenient to order and dispose of the same; and the said Earl thereby for himself, his Heirs, Executors, Administrators and Assigns, covenanted, promised, and granted to and with the said Bishop and Archdeacon, their Heirs, Executors, Administrators, and Assigns, that he the said Earl would by Fine, Feoffment, or some other good Conveyance or Assurance in Law, within Two Years then next, at the Request, Costs, and Charges of the said Bishop and Archdeacon, or either of them, well and sufficiently grant, convey, and assure unto the said Bishop and Archdeacon, and their Heirs for ever, Lands, Tenements, and Hereditaments within the County of *Lancaster*, of the real Worth and Value of Two thousand Pounds to be sold; which Lands, Tenements, and Hereditaments so conveyed, granted, or assured according to the Tenor of the said Indenture, should be vested and settled in the said Bishop and Archdeacon, and their Heirs, as a collateral and further Security for the quiet Enjoyment of all the said several Rectories, Tythes, and Premises, with the Appurtenances, during the said Term of Ten thousand Years, under the Rents and Reservations thereby reserved and made payable, and according to the Trusts, Limitations, and Appointments therein mentioned, without any Manner of Let or Disturbance of him the said Earl or his Heirs, or of any Person or Persons lawfully claiming the said Rectories, Tythes, and Premises, every or any Part thereof under him the said Earl, or under *James* late Earl of *Derby*, Father of him the said *Charles*, their or either of their Assignee or Assigns, or any other Ancestor of the said Earl in anywise: And whereas the said *Charles*, Earl of *Derby*, in pursuance of his Covenant contained in the aforesaid recited Purchase Deed, afterwards did by Indentures of Lease and Release, bearing Date on or about the Twenty-sixth and Twenty ninth Days of *January* in the same Year of our Lord One thousand six hundred and sixty-six, and made or mentioned to be made between the said *Charles*, Earl of *Derby*, of the First Part; the said *Isaac*, Lord Bishop of *Sodor and Man*, and the said *Jonathan Fletcher* then Archdeacon of the said Isle, of the Second Part; and *Thomas Patten* and *Thomas Sympson*, of the Third Part; reciting the said Indenture of the First of *November* preceding to the Effect herein-before recited, the said Earl, by this last Instrument or Indenture, in Consideration of the said Sum of One thousand Pounds to him paid by the said Bishop and Archdeacon, and in Performance of the Covenant and Agreement before recited, and to the Intent and Purpose that the Manor of *Bispham*, with its Rights, Members, and Appurtenances, in the County of *Lancaster*, and the Farm or Tenement called *Metbop*, with its Appurtenances, and the Rents and Services then due and payable for the same, and the Reversion and Reversions thereof, (except as therein excepted), might be and remain and stand firmly assured and conveyed by the said Earl to the said Bishop and Archdeacon, and their Heirs, and so remain vested and settled in them and their Heirs as aforesaid; as a further and collateral Security, and for the quiet Enjoyment and Possession of all the before-mentioned Rectories, Tythes, Hereditaments, and other the Premises within the said Island, during the said Term of Ten thousand Years, under the Rents and Reservations, and for the Uses, Trusts, and Purposes aforesaid, according to

Indentures  
dated 26th  
and 29th Ja-  
nuary 1666.

the true Intent and Meaning of the said recited Indenture, and for divers other good and valuable Considerations, him the said Earl thereunto moving, he the said Earl thereby granted, aliened, bargained, sold, enfeoffed, released, and confirmed unto the said *Isaac*, Lord Bishop of *Sodor and Man*, and *Jonathan Fletcher*, Archdeacon of the said Isle, and their Heirs, all that the Manor or reputed Manor of *Bispham*, in the said County of *Lancaster*, with its Rights, Members, and Appurtenances, and all and singular his Demesne Lands in *Bispham* aforesaid, with the Appurtenances, and all and singular Messuages, Tenements, Farms, Lands, and Hereditaments of him the said Earl in *Bispham* aforesaid, with their and every of their Appurtenances, and all Houses, Edifices, Buildings, Profits, Commodities, and Advantages thereto belonging, or reputed, or used, as Part, Parcel, or Member thereof, with all and singular the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents and Services yearly, and other Profits of the said Manor of *Bispham*, and of every Part thereof, together with the said Farm or Tenement called *Methop*, with its Appurtenances, and the Reversions and Remainders thereof, (except as therein excepted), to hold the said Manor or reputed Manor of *Bispham*, and the said Farm and Tenement called *Methop*, with the Appurtenances, to the said Bishop and Archdeacon, their Heirs and Assigns for ever, nevertheless, only in Trust and upon Confidence, that they and their Heirs should permit the said Earl, his Heirs and Assigns, peaceably and quietly to have, hold, and enjoy, the said Manor of *Bispham*, and the said Farm or Tenement called *Methop*, with the Appurtenances, and to take and receive the Rents, Issues and Profits thereof, to his and their own use from thenceforth, for and during, and until the said Bishop and Archdeacon, their Executors, Administrators, or Assigns, or some of them, should be interrupted, molested, hindered, or disturbed in the quiet and peaceable Possession and Occupation of the said Rectories, Tythes, and Premises, or any Part thereof, by the said *Charles* Earl of *Derby*, or any lawfully claiming by, from, or under him, or by, from, or under *James* late Earl of *Derby*, Father of him the said *Charles* Earl of *Derby*, or by, from, or under any Ancestor of the said *Charles* Earl of *Derby*, their, or any of their Assigns; and it was thereby further agreed, that in case it should happen, that at any Time thereafter, during the said Term of Ten thousand Years, the said Bishop and Archdeacon, their Executors or Assigns, or any of them, should be in anywise hindered, molested, interrupted, or disturbed, in the quiet and peaceable Occupation or Enjoyment of the said Rectories, Tythes, and Premises, or any Part thereof, by the said *Charles* Earl of *Derby*, or his Heirs, or any Heir or Heirs of the Body of any of his Ancestors, or any Person claiming under him or them, that then and so often it should and might be lawful to and for the said Bishop and Archdeacon, their Heirs, and Assigns, into the said Manor of *Bispham*, (except as before excepted), and into the said Farm or Tenement called *Methop*, with the Appurtenances, wholly to re-enter, and the Rents, Issues and Profits thereof to take and receive until they should have thereby raised and received such Sum and Sums of Money as should sufficiently from Time to Time recompence, satisfy, answer, and equalize all Losses, Damages, and Expences, which might in anywise happen by reason of such Interruption or Hindrance as aforesaid unto the said Bishop and Archdeacon, their Heirs or Assigns, or unto the Trust or pious and charitable Work aforesaid, the Trust thereby limited on Behalf of the said Earl and his Heirs notwithstanding;

standing; and the said Earl thereby for himself, his Heirs, Executors, and Assigns, covenanted with the said Bishop and Archdeacon, and their Heirs, for the better assuring and conveying of the said Manor of *Bispham*, and other the Premises in *Bispham* aforesaid, (except as therein is excepted), and the said Farm or Tenement called *Methop*, with the Appurtenances, to permit the said *Thomas Patten* and *Thomas Sympson*, within one Year then next, to bring one or more Writs of Entry, *sur disseizin*, against the Bishop and Archdeacon, before His Majesty's Justices of Assize at *Lancaster* for the said Manor of *Bispham*, with the Appurtenances, in such Manner as should be by them or their Counsel in that Behalf required, to the Intent, that one or more Common Recovery or Recoveries might be had thereof, according to the Form of Recoveries in such Case used in the said County Palatine of *Lancaster*, the Use of which Recovery was to be, that the Parties thereto should stand seized of the said Manor of *Bispham* and Farm called *Methop*, to the Use of the said Bishop and Archdeacon, and their Heirs, subject to the Trusts and Limitations thereinbefore expressed: And whereas the Clergy and Ministers of the Gospel, resident and exercising their Functions within the said Island, at the Nomination and by the Direction and Appointment of the said Bishop and Archdeacon for the Time being, were from Time to Time inducted and put into Possession of the said several and respective Rectories and Tythes within the said Island, and received and enjoyed to their own proper Use and Behoof all and every the said Tythes and Tenths whatsoever arising within the said Rectories respectively, together with all Oblations, Pensions, Rates for Tythes, Offerings, Sums of Money in lieu of Tythes, and all other Ecclesiastical Rights and Duties issuing out of and payable on account of the said Rectories respectively, according to the true Intent and Meaning of the Original Purchase Deed, and Conveyance thereof, from the Time of the said Purchase so made in the Year One thousand six hundred and sixty-six until the Year One thousand seven hundred and thirty-six: And whereas, upon the Death of the said last-mentioned *James Earl of Derby*, who died in the Year One thousand seven hundred and thirty-five, all the Limitations in the before mentioned Act of Parliament contained, prior to the Limitation to the Heirs of the said *James Lord Stanley* determined; and the most Noble *James* late Duke of *Atholl*, entered upon and took Possession of the said Isle and Lordship of *Man*, and also of the Rectories, Tythes, and other the Premises, comprised in the said Term of Ten thousand Years, the said Duke claiming the same as Heir at Law of the said *James Lord Stanley* in the said Act of Parliament mentioned: And whereas, in the Month of *November* One thousand seven hundred and forty-two, *Thomas* then Lord Bishop of *Sodor and Man*, and the Reverend *John Kippax* Archdeacon of the said *Isle of Man*, for and on Behalf of the Clergy and Ministers of the Gospel, resident and exercising their Ministerial Function within the said Island, and also of the Masters of the Free Schools within the said Island, exhibited their Bill in the High Court of Chancery against the Right Honourable *Edward* the then Earl of *Derby*, theretofore Sir *Edward Stanley* Baronet; *James* Duke of *Atholl*, and *Isaac Clopton*, the Personal Representative of the said *Isaac* then late Bishop, and thereby prayed that they might, on the Behalf of such Clergy and Schoolmasters, be decreed to have the Benefit of the said collateral Security, and for that Purpose the said Plaintiffs or the Defendant *Isaac Clopton*, might be let into Possession of the Premises comprised in the said Indentures of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six, and that

Proceedings  
in Chancery.

that a sufficient Part thereof might be set apart and allotted to secure, recompence, and equalize to the Plaintiffs the Value of the Rectory and Tythes, which they had been dispossessed of by the said *James*, then late Duke of *Atholl*, from the Time they were so dispossessed to that Time, as well as for the Time to come, and that in order to ascertain the same, an annual Value might be set on the said Rectories and Tythes, and the Profits and Produce thereof, and a Sum equal thereto be annually paid to the Plaintiffs and their Successors, out of the said Manor and Premises in Behalf of the Poor Clergy and Schoolmasters of the said Isle, or that otherwise the said Manor and Premises might be conveyed to Trustees to be nominated by the said Court of Chancery for the Benefit of the Poor Clergy and Schoolmasters of the said Isle, and that they might have full Satisfaction for all Damages, Losses, and Expences, which they had sustained in respect of the Premises: And whereas the said *Edward* Earl of *Derby*, deceased, filed his Cross Bill to re-establish his Title to the said *Isle of Man*, Rectories, and Tythes: And whereas the Causes came on to be heard before the then Lord Chancellor, on or about the Fifteenth Day of *July* which was in the Year of our Lord One thousand seven hundred and fifty-one, who dismissed the Cross Bill so far as it sought to establish the Grant for Ten thousand Years, and ordered that it should be referred to Master *Eld*, then one of the Masters of the said Court of Chancery, to inquire for what Time the Plaintiffs the said Bishop and Archdeacon, or any other Persons claiming under the Grant or Demise dated the First Day of *November* One thousand six hundred and sixty-six, had been molested, interrupted, hindered, or disturbed, by the Defendant the said *James* Duke of *Atholl*, or any other Person on his Behalf, in the quiet and peaceable Possession and Enjoyment of the Receipt of the Rectories, Tythes, and Premises, comprised in the said Grant or Demise, or in the Receipt of the Rents and Profits thereof or of any Part thereof, and the said Master was to take an Account how much the said Plaintiffs, the Bishop and Archdeacon, or any other Persons claiming under the said Grant or Demise, had been damnified by Means of such Interruption, Molestation, or Disturbance, and the said Master was to state the clear Amount of such Damnification down to the Time of making the said Decree; and it was further ordered, that the said Master should also take an Account of the Rents and Profits of the Manor of *Bispham* and the Farm and Tenement called *Methop*, and other the Premises, with the Appurtenances comprised in the said Deed of collateral Security, which had been received by the said Earl of *Derby*, or by any other Person by his Order or for his Use, since the Time of such Interruption, Molestation, Hindrance, or Disturbance; and out of what should be coming on the said Account, of Rents and Profits of the said Premises, comprized in the said Deed of collateral Security; it was further ordered, that the said Earl of *Derby* should pay to the Plaintiffs in the Original Cause so much Money as should appear to be the clear Amount of such Damnification as aforesaid; and that what should be so paid to the Plaintiffs in the Original Cause, should be disposed of, distributed, and paid by them, according to the Trusts mentioned and declared in and by the said Grant, or Demise, dated the First Day of *November* One thousand six hundred and sixty-six; and it was further ordered, that the said Master should inquire and compute what might be the clear annual Value of the said Rectories, Tythes and Premises, comprized in the said Grant or Demise, dated the First of *November* One thousand six hundred and sixty-six, for the Time to come, from the Time to which the Account thereby before



directed should be carried down; and therein the said Master was to make a proportionable Deduction and Allowance, for or in respect of the annual Rent of Sixty-two Pounds *per Annum*, and of the Rent of One hundred and thirty Pounds for every Thirtieth Year, reserved on the said Grant or Demise, and all other just Allowances to all Parties; and it was further ordered, that so much Money as the said Master should compute to be the Amount of the clear annual Value of such Rectories and Tythes, after such Deductions and Allowances as aforesaid, should be paid by the said Earl of *Derby*, or by any other Person or Persons, who should claim the Premises comprized in the said Deed of collateral Security, by, from, or under the said Earl, out of the annual Rents and Profits of the said Premises, comprized in the said Deed of collateral Security, to the Plaintiffs, the Bishop and Archdeacon, and to their Successors in the said Bishoprick and Archdeaconry for the Time being, Yearly and every Year, or at the End of Six Months after the Determination of every Year, to be respectively disposed of, distributed, and paid by them, from Time to Time, according to the Trusts mentioned and declared, in and by the said Grant or Demise of the First Day of *November* One thousand six hundred and sixty-six; and in case Default should be made by the Defendant the Earl of *Derby*, or any Person who should claim under him as aforesaid, in making any of the annual Payments before mentioned, it was further ordered, that the Plaintiffs in the original Cause should be at Liberty to apply to the said Court, from Time to Time, for further Directions to enforce the Payment thereof, as Occasion should require; and it was further ordered, that the said Earl of *Derby* should pay to the Bishop and Archdeacon, the Plaintiffs in the original Cause, and Defendants in the Cross Cause, their Costs in both Causes to that Time, to be settled by the said Master; and, as between them, his Lordship did reserve the Consideration of the subsequent Costs to the said Suits, and of all further Directions, until after the said Master should have made his Report, and Directions were thereby also given touching the Costs of the other Parties; and any of the Parties were to be at Liberty to resort to the Court, from Time to Time, as there should be Occasion; And whereas in pursuance of the said Decree, the said Master, on the Seventh Day of *July* One thousand seven hundred and fifty-seven, made his Report, and thereby certified, that he found the Clergy of the said *Isle of Man* were in the Year One thousand seven hundred and thirty-six evicted by the Defendant the said *James Duke of Atholl* from the Possession of the impropriate Rectories and Tythes comprized in the aforesaid Grant or Demise, the Rents and Profits whereof had been annually paid at *Easter*, and that the said Clergy had been interrupted in the Enjoyment thereof for the Year ending at *Easter* One thousand seven hundred and thirty-seven, and for the several succeeding Years, and that the Rents and Profits of the said impropriate Rectories and Tythes for the said Year ending at *Easter* One thousand seven hundred and thirty-seven, and the several succeeding Years down to *Easter* One thousand seven hundred and fifty-one, had amounted to the several and respective Sums particularly mentioned and set forth in the First Schedule to his said Report annexed; making in the Whole of the Currency of Money of the *Isle of Man* the Sum of Four thousand eight hundred and ninety Pounds Ten Shillings and Four-pence Halfpenny, which Sum being reduced into Sterling Money did amount to the Sum of Four thousand one hundred and ninety-one Pounds Seventeen Shillings and Five-pence Three Farthings; and that

Report of the  
Master in  
Chancery.

the Rents and Profits aforesaid were subject to several Outgoings for Proxies to the Bishop, antient Stipends to Vicars, *Easter* Elements, Repairs of Chancels, and Rents reserved by the said Grant or Demise, over and above the reserved Rent of One hundred and thirty Pounds, for every Thirtieth Year in the said Decree mentioned, and which said One hundred and thirty Pounds became payable in the Year One thousand seven hundred and fifty-six, and that he had proceeded to calculate what annual Sum ought to be allowed for the Year ending at *Easter* One thousand seven hundred and thirty-seven, and for every succeeding Year to *Easter* One thousand seven hundred and fifty-six, in lieu of the said reserved Rent of One hundred and thirty Pounds, and it appearing to him that the said reserved Rent of One hundred and thirty Pounds was by the aforesaid Grant or Demise intended to have been payable in the *Isle of Man*, where the legal Interest for Money extended to Six Pounds *per Centum*, but where the most general Rate was Five Pounds *per Centum*, he had thought fit to make the Calculation aforesaid, after the Rate of Five Pounds *per Centum*, and upon such Calculation found that the Sum of Three Pounds Eighteen Shillings and Seven-pence Halfpenny ought to be allowed for the Year ending at *Easter* One thousand seven hundred and thirty-seven, and the like Sum for every succeeding Year, to *Easter* One thousand seven hundred and fifty-six, in lieu of the said One hundred and thirty Pounds, payable as aforesaid; and the said Clergy of the *Isle of Man*, by the Eviction aforesaid, having become exempt from the Trouble of collecting the Rents and Profits aforesaid, and the Expences and Risque incident thereto, he had proceeded to consider what ought to be deducted and allowed out of the aforesaid Rents and Profits, in respect of such Trouble, Expences, and Risque, and had thought fit to settle such Allowance after the Rate of Six Pounds *per Centum* on the gross Amount of such Rents and Profits; and the said Rents and Profits to *Easter*, One thousand seven hundred and fifty-one, amounting as therein-before was mentioned in Sterling Money to the Sum of Four thousand One hundred and ninety-one Pounds Seventeen Shillings and Five-pence Three Farthings, he found that the said Allowance did amount in Sterling Money to the Sum of Two hundred and fifty-one Pounds Ten Shillings and Three-pence; and further certified, that he had in the Second Schedule to his said Report annexed, particularly stated and set forth in Sterling Money the several Out-goings and Allowances to which the aforesaid Rents and Profits were subject as aforesaid, for the said Year ending at *Easter* One thousand seven hundred and thirty-seven, and for every succeeding Year to *Easter* One thousand seven hundred and fifty-one, and found that the said several Out-goings and Allowances did amount in the Whole in Sterling Money to the Sum of One thousand six hundred and sixteen Pounds Ten Shillings and One Farthing, which Sum being deducted out of the aforesaid Sum of Four thousand one hundred and ninety-one Pounds Seventeen Shillings and Five-pence Three Farthings, he found that the Clergy claiming under the aforesaid Grant or Demise had been damnified by the Means aforesaid, down to the Time of making the aforesaid Decree, to the clear Amount of Two thousand five hundred and seventy-five Pounds Seven Shillings and Five-pence Halfpenny in Sterling Money; and further certified, that he had proceeded to take an Account of the Rents and Profits of the Manor of *Bispham*, and the Farm or Tenement called *Methop*, and other the Premises, with the Appurtenance comprized in the said Deed of collateral Security, which

which had been received by the said Earl of *Derby*, or by any other Person by his Order, or for his Use, since the Time of the Eviction aforesaid; and found that the said Earl, or some other Person by his Order, or for his Use, had received by the Rents and Profits of the said Premises, the several Sums of Money mentioned and set forth in the Third Schedule to his said Report annexed, amounting in the Whole to the Sum of One thousand seven hundred and seventy-three Pounds Twelve Shillings and Nine-pence Halfpenny; and that the said Earl, or some other Person by his Order had paid, disbursed, and allowed for Taxes, Repairs, and other necessary Out-goings of the said Premises, including the Expences and Salary of the Bailiff, the several Sums of Money particularly mentioned and set forth in the Fourth Schedule to his said Report annexed, amounting in the Whole to the Sum of Three hundred and thirty Pounds Seventeen Shillings and One Farthing, which several Payments, Disbursements, and Allowances, he had thought fit to allow; and the said Sum of Three hundred and thirty Pounds Seventeen Shillings and One Farthing, being deducted out of the aforesaid Sum of One thousand seven hundred and seventy-three Pounds Twelve Shillings and Nine-pence Halfpenny, he found that the clear Money received by the said Earl of *Derby*, or for his Use, by the Rents and Profits of the Premises comprized in the said collateral Security from and to the respective Periods of Time mentioned in the aforesaid Third Schedule, did amount to the Sum of One thousand four hundred and forty-two Pounds Fifteen Shillings and Nine-pence Farthing; and that he had proceeded to inquire into, and compute what might be the clear annual Value of the Rectories, Tythes, and Premises, comprized in the Grant or Demise therein-before mentioned, for the Time to come from *Easter* One thousand seven hundred and fifty-one, the Time to which the Account therein-before mentioned to be taken thereof, was carried down, and in order to the Computation aforesaid, he had thought fit to take an Account of the Rents and Profits of the said Rectories, Tythes, and Premises, from *Easter* One thousand seven hundred and fifty-one to *Easter* One thousand seven hundred and fifty-five, being Four Years, and of the Out-goings and Allowances to which the said Rents and Profits were subject for the said Period of Time, and found that the said Rents and Profits, for the said Four Years, did amount, according to the Currency of Money in the *Isle of Man*, to the several and respective Sums mentioned and set forth in the Fifth Schedule to his said Report annexed, making in the Whole the Sum of One thousand five hundred and forty-seven Pounds Five Shillings and One Penny; which Sum, being reduced into Sterling Money, did amount to the Sum of One thousand three hundred and twenty-six Pounds Four Shillings and Four-pence Halfpenny, and found that the Out-goings and Allowances to which the said Rents and Profits for the said Four Years were subject, did amount to the several and respective Sums mentioned and set forth in the Sixth Schedule to his said Report annexed, making together in Sterling Money the Sum of Four hundred and fifty-six Pounds Ten Shillings and Ten-pence Three Farthings, in which Sum were included proportionable Deductions and Allowances for and in respect of the annual Rents, and of the Rent of One hundred and thirty Pounds for every Thirtieth Year, reserved on the aforesaid Grant or Demise, and the said Sum of Four hundred and fifty-six Pounds Ten Shillings and Ten-pence Three Farthings, being deducted out of the aforesaid Sum of One thousand three hundred and twenty-six Pounds Four Shillings and Four-pence

pence Halfpenny, he found that the clear Value of the said Rents and Profits for the said Four Years, did amount in Sterling Money to the Sum of Eight hundred and sixty-nine Pounds Thirteen Shillings and Five-pence Three Farthings, which, upon an Average, appeared to be after the Rate of Two hundred and seventeen Pounds Eight Shillings and Four-pence Halfpenny a Year, and upon the Account and Computation aforesaid he thought fit to settle the Amount of the clear annual Value of the said Rectory, Tythes, and Premises, from *Easter* One thousand seven hundred and fifty-one to *Easter* One thousand seven hundred and fifty-six, at the said Sum of Two hundred and seventeen Pounds Eight Shillings and Four-pence Halfpenny in Sterling Money, in which Computation he had made the Allowance of Three Pounds Eighteen Shillings and Seven-pence Halfpenny a Year, therein-before settled in lieu of the One hundred and thirty Pounds, payable in the Year One thousand seven hundred and fifty-six; and that he had proceeded to calculate what annual Sum ought to be allowed for the Year ending at *Easter* One thousand seven hundred and fifty-seven, and for every succeeding Year, in lieu of the future Payments of One hundred and thirty Pounds for every Thirtieth Year, valuing the Interest of Money at Five Pounds *per Centum*, and found that the annual Sum of One Pound Nineteen Shillings and One Penny Halfpenny ought to be allowed; which Sum of One Pound Nineteen Shillings and One Penny Halfpenny was less than the Sum of Three Pounds Eighteen Shillings and Seven-pence Halfpenny, the said former annual Allowance to *Easter* One thousand seven hundred and fifty-six, by the Sum of One Pound Nineteen Shillings and Sixpence, by Means of which Difference the Sum of Two hundred and seventeen Pounds Eight Shillings and Four-pence Halfpenny, settled as the Amount of the clear annual Value of the said Rectories, Tythes, and Premises, from *Easter* One thousand seven hundred and fifty-one to *Easter* One thousand seven hundred and fifty-six as aforesaid, would from *Easter* One thousand seven hundred and fifty-six, and for the succeeding Years, be increased to the Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny; and the said Master further certified, that he had taxed the Parties' Costs to the Time of the aforesaid Decree, in Manner thereby directed, and as was stated in the said Report: And whereas by an Order made in the said Causes on the Eleventh Day of *March* One thousand seven hundred and fifty-eight, it was ordered, that it should be referred back to the said Master to take an Account of the Rents and Profits of the Estates comprized in the said Deed or collateral Security for Seven Years last past, immediately preceding the then last *Easter Day*, including the Rents received, or which ought to have been received at that Season, and to distinguish what the same had produced upon a Medium for each of the said Seven Years; and the said Master was likewise to enquire what Lives were subsisting on Leases upon any Part of the said Estates, and the annual Value of such Estates in Lease, if the same were to be let at the best Rack Rent that could be got for the same, and the said Master was also to inquire into the respective Ages of the several Lives subsisting upon such respective Leases, and likewise what was the Value of the Reversion of such respective Leases to be sold, subject to the respective Lives thereon, and to state the same to the Court, and the said Master was also to compute what annual Sum of Money such respective Leasehold Estates would produce, in case the same were continued to be renewed according to the Course and Method of Renewal in such Part of the

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Country, and to state the same to the Court; and his Lordship did reserve the Consideration of subsequent Costs and all further Directions, until after the said Master should have made his Report: And whereas by an Order made in the said Causes on or about the Eleventh Day of *May* One thousand seven hundred and fifty-eight, it was ordered, that upon the Earl of *Derby's* consenting to pay, within Two Months from that Time, to *Hugh Hammersley* Gentleman, by the Consent of and for the Use of the said Bishop and Archdeacon, (to be disposed of, distributed, and paid by them according to the Directions of the Decretal Order made on the Hearing these Causes, the Sum of One thousand one hundred and thirty-two Pounds Eleven Shillings and Eight-pence Farthing Sterling, being the clear Amount settled by the said Master's Report, made in the said Causes, dated the Seventh Day of *July* One thousand seven hundred and fifty-one), of the Damnification sustained by the Clergy claiming under the Grant or Demise, dated the First Day of *November* One thousand six hundred and sixty-six as aforesaid, in the said Decree mentioned, by Means of their Eviction from the Rectories and Tythes in Question in the said Causes, down to *Easter* One thousand seven hundred and fifty-one, (after deducting the Sum of One thousand four hundred and forty-two Pounds Fifteen Shillings and Nine-pence Farthing, before paid by the said *Edward* Earl of *Derby* on Account thereof, pursuant to an Order made the Second Day of *August*, then last, and also the Sum of One thousand and eighty-seven Pounds One Shilling and Ten-pence Halfpenny Sterling, being the Amount of the clear yearly Value of the said Rectories and Tythes for Five Years, from *Easter* One thousand seven hundred and fifty-one to *Easter* One thousand seven hundred and fifty-six, at the Rate of Two hundred and seventeen Pounds Eight Shillings and Four-pence Halfpenny a Year, as estimated by the said Report, and also the further Sum of Four hundred and thirty-eight Pounds Fifteen Shillings and Nine-pence Sterling, being the Amount of the clear yearly Value of the said Rectories and Tythes for the Two succeeding Years, from *Easter* One thousand seven hundred and fifty-six to *Easter* One thousand seven hundred and fifty-eight, at the yearly Rate of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, as also estimated by the same Report, the Order made upon the Hearing of the said Causes for further Directions upon the Master's Report, and as to the Matter of subsequent Costs reserved by the said Decree, dated the Eleventh Day of *March* One thousand seven hundred and fifty-eight, should be discharged; and that upon the said *Edward* Earl of *Derby's* undertaking to pay to the Bishop and Archdeacon of the said Isle for the Time being, to be disposed of as aforesaid, the said yearly Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, being the clear annual Value of the said Rectories and Tythes for the Time then to come, from *Easter* One thousand seven hundred and fifty-eight, as the same should from Time to Time become due by yearly Payments, to be made in Sterling Money to the said Bishop and Archdeacon, or their Order, at the Town Hall in *Liverpool*, on every *Easter Monday* between the Hours of Twelve and One of the Clock at Noon, the first Payment to be made on *Easter Monday* One thousand seven hundred and fifty-nine, the said *Edward* Earl of *Derby* should be continued in the Possession of the Manor of *Bispham*, and the Farm or Tenement called *Methop*, and other the Premises comprized in the Deed of the Twenty-ninth Day of *January* One thousand six hundred and sixty-six, in the Decree mentioned,

Indentures  
dated 27th  
& 28th May  
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tioned, and to be at Liberty to let Leases thereof from Time to Time, as there should be occasion, for the best improved Rents that could be got for the same, subject to the further Order of the Court, the said Bishop and Archdeacon agreeing to waive and relinquish all Demand of subsequent Costs reserved by the said Decree: And whereas the said annual Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, directed to be paid by the before recited Order of the Eleventh Day of *May* One thousand seven hundred and fifty-eight, to the said Bishop and Archdeacon for the Time being, or their Order, hath been regularly paid to *Easter* One thousand eight hundred and nine: And whereas the said *Edward*, late Earl of *Derby*, is since dead, leaving *Edward Smith Stanley*, now Earl of *Derby*, his Grandson and Heir at Law: And whereas the Right Reverend *Claudius Criggan* is now Lord Bishop of *Sodor and Man*: And whereas by Indentures of Lease and Release, bearing Date respectively, the Twenty-seventh and Twenty-eighth Days of *May*, in the Year of our Lord One thousand seven hundred and seventy-eight, and made between the said *Edward*, now Earl of *Derby*, and the Right Honourable *Elizabeth*, late Countess of *Derby*, then his Wife, and since deceased, of the First Part; the Honourable *Thomas Smith Stanley*, Brother of the said *Edward*, now Earl of *Derby*, and *Geoffrey Hornby*, the younger, of *Preston*, in the County of *Lancaster* Esquire, of the Second Part; *Alexander*, afterwards Earl of *Rofslyn*, then *Alexander Wedderburn* Esquire, His Majesty's Solicitor General, and *Andrew Stuart* Esquire, One of the Keepers of His Majesty's Signet in *Scotland*, of the Third Part; the Most Noble *Douglas*, Duke of *Hamilton and Brandon*, and Sir *Watts Horton* Baronet, of the Fourth Part; *John Burgoyne* Esquire, Lieutenant General of His Majesty's Forces, of the Fifth Part; and the Reverend *John Stanley*, Rector of *Winwick*, in the said County of *Lancaster*, of the Sixth Part; (being the Settlement executed in pursuance of an Indenture Quadrupartite, bearing Date the Twenty-third Day of *June* One thousand seven hundred and seventy-four, and made or expressed to be made, between the said *Edward* Earl of *Derby*, of the First Part; the said *Elizabeth* Countess of *Derby*, then the Right Honourable Lady *Elizabeth Hamilton*, of the Second Part; the said *Alexander Wedderburn*, and the said *John Stanley*, of the Third Part; and the said *John Burgoyne* and *Andrew Stuart*, of the Fourth Part); the said Manors, Messuages, Lands, and Hereditaments, mentioned and contained in the said in Part recited Indenture of the Twenty-ninth Day of *January* One thousand six hundred and sixty-six, were, together with other Hereditaments, granted and conveyed unto the said *Thomas Smith Stanley* and *Geoffrey Hornby*, their Heirs and Assigns, to the Uses in the said Indenture of Release expressed and contained, of and concerning the same and herein-after in Part mentioned, that is to say, to the Use of the said *Alexander Wedderburn*, afterwards Earl of *Rofslyn*, and *Andrew Stuart*, their Executors, Administrators, and Assigns, for the Term of One hundred Years, to be computed from the Decease of the said *Edward*, late Earl of *Derby*, if the said *Edward*, now Earl of *Derby*, and *Elizabeth* Countess of *Derby*, then his Wife, should both so long jointly live, upon certain Trusts for securing to the said *Elizabeth*, then Countess of *Derby*, during the Joint Lives of her and the said *Edward* now Earl of *Derby*, an annual Sum of Eight hundred Pounds for her separate Use, in the Nature of Pin Money; and after the Expiration or sooner Determination of the said Term of One hundred Years, to the Use of the said *Edward*, now Earl of *Derby*, and his Assigns for his Life, without Impeachment of Waste; with Remainder to  
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certain Trustees therein named, and their Heirs during his Life, upon Trust to preserve the contingent Remainders from being defeated or destroyed; and after his Decease to the Use, Intent, and Purpose, that the said *Elizabeth* Countess of *Derby*, and her Assigns, (if she should survive the said Earl), should receive yearly, during the Term of her Life for her Jointure, and in lieu and bar of Dower, One yearly Rent or Sum of Three thousand Pounds, to be issuing and payable out of the said Hereditaments, clear of all Deductions, with usual Powers and Remedies of Entry and Distress, and Detention of Possession, and Perception of the Rents, Issues, and Profits for recovering, and enforcing the Payment of the same when in Arrear, and subject thereto, to the Use of the said *Alexander Wedderburn*, (afterwards Earl of *Roslyn*), and *Andrew Stuart*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years upon certain Trusts, for further and better securing the said annual Sum or yearly Rent of Three thousand Pounds; and after the Expiration or sooner Determination of the said Term of Two hundred Years, to the Use of the said *Douglas Duke of Hamilton and Brandon*, and *Sir Watts Horton*, their Executors, Administrators, and Assigns, for the Term of One thousand Years, for the Purpose of raising Portions for the Daughters and younger Sons of the said Marriage, in Manner therein mentioned; with Remainder to the First and every other Son of the said *Edward*, now Earl of *Derby*, by the said *Elizabeth*, then Countess of *Derby*, severally and successively according to their respective Seniorities in Tail Male; and for Default of such Issue, to the Use of the said *Edward*, now Earl of *Derby*, his Heirs and Assigns for ever: And whereas the said *Edward* Earl of *Derby* intermarried with the said Lady *Elizabeth Hamilton*, on or about the Twenty-third Day of *June* One thousand seven hundred and seventy-four, and had Issue by her One Son only, namely, *Edward Stanley*, commonly called Lord *Stanley*, and Two Daughters, and no other Issue: And whereas the said *Edward* Lord *Stanley* hath attained his Age of Twenty-one Years: And whereas the said *Elizabeth* Countess of *Derby*, some Time since, departed this Life: And whereas the said *Claudius*, Lord Bishop of *Sodor and Man*, and *Daniel Mylrea*, Archdeacon of the said Diocese, on Behalf of the Poor Clergy, Ministers of the Gospel, resident and exercising their ministerial Functions within the said Island, and also on Behalf of the Master of the Free School within the said Island, filed their Bill of Revivor and Supplement in *Easter* Term One thousand eight hundred and nine, against the said *Edward* Earl of *Derby* and *Sir Vicary Gibbs* Knight, His Majesty's Attorney General, stating the said Bill filed in *Michaelmas* Term One thousand seven hundred and forty-two, and the said Answer, and the said Decree and Proceedings thereon; and that the said Earl of *Derby* departed this Life some Time since, leaving *Edward Smith Stanley*, now Earl of *Derby*, his Grandson and Heir at Law, him surviving; and that the said *Isaac Clopton* departed this Life some Time since, without devising his legal Estate in the said Premises herein-before mentioned, and without leaving any Person his Heir at Law, and therefore that the said *Sir Vicary Gibbs* Knight, His Majesty's Attorney General, on Behalf of His Majesty, insisted that the Interest of the said *Isaac Clopton* in the said Premises devolved to His Majesty, and that the said Suit became abated by the Deaths of the said *Edward* Earl of *Derby* and *Isaac Clopton*, and that the said Complainants were entitled, as they were advised, to have the same revived against the said *Edward Smith Stanley*, Earl of *Derby*, as the Grandson and Heir at Law of the said *Edward* Earl of *Derby*, deceased, and

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Sir *Vicary Gibbs*, His Majesty's Attorney General, and restored to the same Plight and Condition in which they were at the Time of the respective Deaths of the said *Edward* Earl of *Derby* and *Isaac Clopton*; it was therefore prayed, that the said Plaintiffs might have the Benefit of the said Suit and Proceedings therein, against the said Defendants respectively, in like Manner as they could have had against the said *Edward* Earl of *Derby* and *Isaac Clopton*, if they had been living; and that it might be referred to One of the Masters of the said Court, to inquire the annual Value of the said Rectories, Advowsons, Donations, and Right of Patronage of all Hospitals, Churches, Vicarages, Chapels, and all other entrail Benefits whatsoever, as well Spiritual as Temporal, with their Appurtenances, arising within the said Island, from *Easter* One thousand eight hundred and eight, the Time the said Sum of Two hundred and nineteen Pounds Seventeen Shillings and Ten-pence Halfpenny had ceased to have been paid, and to take an Account how much the Complainants, the Bishop and Archdeacon, and other Persons claiming under the Grant mentioned in the original Bill, had been damnified by not receiving the actual Value of the Rectory and Tythes during such Time; and that the said Master might take an Account of the Rents of the Manor of *Bispham*, and the Farm called *Methop*, and also all other the Premises, with the Appurtenances comprized in the Deed of collateral Security, which had been received by the said *Edward Smith* Earl of *Derby*, or by any other Person or Persons by his Order, or for his Use, since *Easter* One thousand eight hundred and eight, the Time the said Two hundred and nineteen Pounds Seventeen Shillings and Ten-pence Halfpenny a Year ceased to be paid; and that what the said Master should compute to be the Amount of the clear annual Value of such Rectories and Tythes might be directed to be paid by the said *Edward Smith* Earl of *Derby*, or by any other Person who should claim the Premises comprized in the said Collateral Security under the said *Edward Smith* Earl of *Derby*, under the annual Rents and Profits of the said Premises, to the Plaintiffs, to be distributed by them according to the Trusts declared by the said Grant of the First of *November* One thousand six hundred and sixty-six: And whereas the said *Edward* now Earl of *Derby*, put in his Answer to the said Bill of Revivor and Supplement, and insisted upon the Matters and Things therein stated and set forth, in bar of the Demands of the Plaintiffs; and particularly the said Defendant insisted on the said final Order of the Eleventh of *May* One thousand seven hundred and fifty-eight, by which said Order, as the said Defendant was advised, the Amount of the Recompence provided by and out of the said collateral Security, and of the Damnification sustained, was fixed and ascertained for the future at the said yearly Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny: And whereas by virtue of an Order of the said Court of Chancery, the said Plaintiffs amended their said Bill of Revivor and Supplement, by making the said *Edward* Lord *Stanley* a Party to the said Suit; but no further Proceeding hath been had in the said Cause: And whereas, by Articles of Agreement, bearing Date the Sixteenth Day of *February*, in this present Year One thousand eight hundred and eleven, and made or expressed to be made between the said *Edward* now Earl of *Derby* of the First Part; the Most Noble *John* Duke of *Arboll*, Knight of the most ancient Order of the *Thistle*, Governor of the *Isle of Man*, of the Second Part; and the said *Edward* Lord *Stanley*, *Claudius* Lord Bishop of *Sodor and Man*, *Daniel Mylrea* Archdeacon of the said Island, *William* *Scott* Receiver General

Articles of  
Agreement  
dated 16th  
February  
1811, recited.



of the said Island, *John Cofnaban* of the said Island Esquire, which said *William Scott* and *John Cofnaban* had been appointed joint Trustees with the said Bishop and Archdeacon, for the Purposes mentioned in the said Indenture of the First Day of *November* One thousand six hundred and sixty-six, by the said *John Duke of Atholl*, who is the right Heir of *Charles Earl of Derby*, Party to the said Indenture of the First Day of *November* One thousand six hundred and sixty-six, the Reverend the Vicar General and Vicar of *Malew* in the said Isle, the Reverend the Vicar General and Vicar of *Saint Anne* in the said Isle, the Reverend the Vicar of *Rushen* in the said Isle, the Reverend the Vicar of *Jurby* in the said Isle, the Reverend the Vicar of *Lonnan* in the said Isle, the Reverend the Vicar of *Kirk Braddan* in the said Isle, the Reverend the Vicar of *Conchan* in the said Isle, the Reverend the Vicar of *German* in the said Isle, the Reverend the Vicar of *Michael* in the said Isle, the Reverend the Vicar of *Kirk Patrick* in the said Isle, the Reverend the Vicar of *Kirk Maughold* in the said Isle, the Reverend the Vicar of *Lezayre* in the said Isle, the Reverend the Vicar of *Marcown* in the said Isle, and the Reverend the Vicar of *Arbory* in the said Isle, of the Third Part; reciting as or to the Effect hereinbefore recited; and also reciting that the said *Edward Earl of Derby*, and *Edward Lord Stanley*, and the said *John Duke of Atholl*, *Claudius Lord Bishop of Sodor and Man*, *Daniel Mylrea* Archdeacon of the said Isle, and *William Scott* Receiver General of the said Isle, and the said *John Cofnaban*, on Behalf of themselves and the Clergy of the said Isle, being desirous to prevent any Litigation that might thereafter arise, touching or concerning the said Annual Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, so settled and reported by the said Master *Eld* to be the Amount of the said Annual Value of the said Rectories, Tythes, and Premises, from which the said *Isaac*, late Lord Bishop of *Sodor and Man*, and *Jonathan Fletcher*, were so evicted as aforesaid, had agreed that the Sum of Sixteen thousand Pounds of lawful Money of *Great Britain*, should be paid by the said *Edward Earl of Derby* to the said *John Duke of Atholl*, *Claudius Lord Bishop of Sodor and Man*, and *Daniel Mylrea*, *William Scott*, and *John Cofnaban*, to be applied for the Benefit of the Clergy of the said Isle, in Manner thereafter mentioned; and that the said Manor and Premises in the said County of *Lancaster* should be exonerated, freed, and discharged from the Payment of the said Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, and every other Payment to which the same were liable, under and by virtue of the said Indentures of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six; and had also agreed to make an Application for an Act of Parliament, to enable them to carry the said Agreement into Effect, in Manner hereinafter mentioned; it was therefore witnessed, that it was thereby covenanted, concluded, declared, and agreed upon, that as soon after the Execution of the said Articles as the same could be done, they, and every of them, should apply to the Legislature for an Act of Parliament, for freeing, exonerating, and discharging the said Manor and Premises in the said County of *Lancaster*, so comprized in the said Indentures of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six, as aforesaid; and in the said Articles and Settlement so executed; on the Marriage of the said *Edward Earl of Derby* and *Elizabeth Countess of Derby* his Wife, of and from the Payment of the said annual Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny; and of and from

every other annual Payment, to or with which the said Manor and Premises was or were subject or liable, or charged, by the said Indenture of Release of the Twenty-ninth Day of *January* One thousand six hundred and sixty-six; and also of and from all and every the Uses, Trusts, Estates, Intents, Purposes, Powers, Provisoos, Conditions, Declarations, and Agreements to, for, or with which the said Manor and Premises were by the said Articles and Settlement, or either of them, limited and charged, or agreed to be limited and charged; and also for vesting the said Manor and Premises so exonerated and discharged in *Geoffrey Hornby*, Rector of *Winwick*, in the County of *Lancaster*, Clerk, to the Use of *Thomas Graham* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, and *George Kinderley*, of the same Place, Gentleman, their Executors, Administrators, and Assigns, for and during the full End and Term of Five hundred Years, to be computed from the Day next before the Day of the Date of the said Articles of Agreement, Deed, or Instrument, now in Recital, and thenceforth next ensuing, and fully to be compleat and ended without Impeachment of or for any Manner of Waste; but nevertheless upon the Trusts, and for the Intents and Purposes thereafter mentioned, of and concerning the same (that is to say) upon Trust, that the said *Thomas Graham* and *George Kinderley*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should as soon as the same could be done after the passing of the said proposed Act of Parliament, by Mortgage, Sale, or other Disposition of all or any Part of the Premises comprized in the said Term of Five hundred Years, for all or any Part of the said Term, or by, with, and out of the Rents, Issues, and Profits of the Manor and Premises comprized therein, or by any other Ways or Means, as to them the said *Edward Earl of Derby* and *Edward Lord Stanley*, their Executors, Administrators, or Assigns, should seem meet, levy and raise the clear Sum of Sixteen thousand Pounds of lawful Money of *Great Britain*, with Interest for the same from the Date of the said recited Articles of Agreement, and pay the same to the said *John Duke of Atholl*, *Claudius Lord Bishop of Sodor and Man*, *Daniel Mylrea*, *William Scott*, and *John Cofnahan*, and their Successors, to be by them applied as aforesaid, and that subject to the said Term of Five hundred Years, and to the Trusts thereof, the said Manor and Premises should be and remain in the said *Geoffrey Hornby* and his Heirs, to the several Uses, upon the several Trusts, to and for the several Ends, Intents, and Purposes, and subject to, with, and under the several Powers, Provisoos, Conditions, Declarations, and Agreements in the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and seventy-eight expressed and declared of and concerning the said Manor and Premises, or such and so many of them as should be then subsisting and capable of taking Effect; and it was thereby further declared and agreed that he the said *Edward Earl of Derby*, his Heirs, Executors, or Administrators, should and would well and truly pay or cause to be paid unto the said *John Duke of Atholl*, *Claudius Lord Bishop of Sodor and Man*, *Daniel Mylrea*, *William Scott*, and *John Cofnahan*, or their Successors as aforesaid, in addition to and together with the said Sum of Sixteen thousand Pounds, all the Arrears of the aforesaid Annuity or yearly Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny, up to *Easter Day* One thousand eight hundred and nine, (which from that Time should cease and be no longer paid,) and also all such Costs, Charges, and Expences as they the said *John Duke of Atholl*, *Claudius Lord Bishop of Sodor and Man*, *Daniel Mylrea*, *William Scott*, and *John Cofnahan*, or any of them, should or might have incurred or sustained, or be liable to pay for or

on

on Account of the obtaining and passing the said intended Act of Parliament, or in anywise relating thereto, and that upon the passing of the said intended Act of Parliament, the said Bill of Revivor and Supplement should be dismissed, and each of the said Parties, Plaintiffs and Defendants, should pay their own Costs: And whereas it appears by the Schedule hereunto annexed, that the said Sum of Sixteen thousand Pounds is an adequate Compensation for the said Rectories and Tythes, therefore it will be greatly for the Benefit and Advantage of all Persons who are Parties to the said Articles of the Sixteenth Day of *February* last past, and of all Persons who are now, or hereafter may be, seized, possessed of, or entitled to any Estate or Interest of or in the said Rectories, Tythes, and Premises so comprized in the said Indenture of Demise of the First Day of *November* One thousand six hundred and sixty-six, or of or in the Manor and Hereditaments comprized in the said Indentures of Lease and Release of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six, and the said Indentures of Lease and Release of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and seventy-eight, that the said Articles of the Sixteenth Day of *February* last past should be carried into Execution (but subject and without Prejudice to the Provisions made by the said Indentures of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and seventy-eight, for the younger Children of the said *Edward* now Earl of *Derby*, by the said *Elizabeth* then Countess of *Derby* his Wife, and the Term of One thousand Years thereby created for securing the same) but the said Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John* Duke of *Atholl*, and *Edward* Earl of *Derby*, and *Edward* Lord *Stanley*, beseech Your Majesty, and the said *Claudius* Lord Bishop of *Sodor and Man*, *Daniel Mylrea* Archdeacon of the said *Isle of Man*, and the said *William Scott*, and *John Cosnaban*, as Trustees for the Clergy of the said *Isle of Man*, 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, by the Authority of the same, That the said recited Articles of Agreement of the Sixteenth Day of *February* last past, and all the Covenant, Clauses, Stipulations, Declarations, and Agreements therein contained, shall be, and the same are hereby ratified, confirmed, and established, according to the Tenor, Purport, and true Intent and Meaning of the same, save and except as hereinafter is mentioned; and for rendering the same Articles of Agreement more valid and effectual for the Purposes thereby intended, it is hereby further enacted, that the said Manor, or reputed Manor of *Bispham*, in the said County of *Lancaster*, and the Demesne Lands of the said Manor, and the Farm and Tenement called *Metbop*, and all and singular other the Messuages, Tenements, Farms, Lands, and Hereditaments of the said *Charles* formerly Earl of *Derby*, in *Bispham* aforesaid, and which by the said Indentures of Lease and Release of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six, were by the said *Charles* Earl of *Derby* granted and conveyed unto and to the Use of the said *Isaac* then Lord Bishop of *Sodor and Man*, and the said *Jonathan Fletcher*, then Archdeacon of the said *Isle of Man*, and their Heirs, upon the Trusts and for the Intents and Purposes in the said Indenture of Release declared of and concerning the same,

Recited Articles of Agreement confirmed, except as herein mentioned.

Manor of Bispham &c. exonerated from certain Payments, and vested in Trustees for the Purposes herein mentioned.

together with all and singular Houses, Out-houses, Cottages, Edifices, Buildings, Barns, Byers, Coach-houses, Stables, Dove-cots, Yards, Gardens, Orchards, Backsides, Tofts, Crofts, Lands, Meadows, Pastures, Heaths, Moors, Marshes, Waters, Waste Grounds, Folds, Fold-courses, and Liberty of Foldage, Feedings, Parks, Waters, Commons, Mulctures, Customs, Tolls, Duties, Furzes, Trees, Woods and Underwoods, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Freeboards, Ways, Waters, Watercourses, Fishings, Fisheries, Fowlings, Courts Leet, Courts Baron, Perquisites and Profits of Courts, View of Frankpledge, and all that to the View of Frankpledge doth belong, Reliefs, Heriots, Fines, Amerciaments, Sums of Money, Goods and Chattels of Felons, Felons of themselves, Fugitives, and outlawed Persons, Deodands, Waifs, Estrays, Chief Rents, Rents Charge, Rents Seck, Rents of Assize, Fee Farm Rents, Boons, Services, Royalties, Jurisdictions, Franchises, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the said Manor, Messuages, Lands, Tenements, Cottages, Hereditaments, and Premises belonging, or in anywise appertaining, or with the same, or any of them respectively, now or at any Time or Times heretofore demised, leased, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them, or any of them, or appurtenant thereunto, with their and every of their Rights, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the said Premises, shall, from and immediately after the passing of this Act, be, and the same are hereby freed and absolutely acquitted, exonerated, and for ever discharged of and from the Payment of the said annual Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny; and of and from every other annual Sum, to or with which the said Manor, Lands, Tenements, Hereditaments, and Premises were made subject, liable, or charged, by the said recited Indenture of the Twenty-sixth and Twenty-ninth Days of *January* One thousand six hundred and sixty-six; and also of and from all and every the Uses, Trusts, Intents, Purposes, Powers, Provisoos, Declarations, and Agreements in and by the said recited Indenture of the Twenty-third Day of *June* One thousand seven hundred and seventy-four, and the said Indentures of Lease and Release of the Twenty-seventh and Twenty-eighth Days of *May* One thousand seven hundred and seventy-eight, limited, provided, expressed, or declared, of and concerning the Premises, (save and except and subject and without Prejudice to the said Term of One thousand Years by the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and seventy-eight limited to the said *Douglas Duke of Hamilton* and *Sir Watts Horton*, their Executors, Administrators, and Assigns, for the Purposes of raising Provisions for the Daughters and younger Sons of the said *Edward* now Earl of *Derby*, by the said *Elizabeth* then Countess of *Derby*, his Wife as aforesaid); and that the said Manor, Lands, Tenements, Hereditaments, and Premises, so freed, acquitted, exonerated, and discharged, (save and except, and subject nevertheless as aforesaid), shall, from and immediately after the passing of this Act, be settled upon and vested in, and the same are hereby settled upon and vested in the said *Geoffrey Hornby* and his Heirs, to the Use of the said *Thomas Graham* and *George Kinderley*, their Executors, Administrators, and Assigns, for and during, and unto the full End and Term of Five hundred

Years,

Years, to be computed from the Day next before the Day of the Date of the said Articles of the Sixteenth Day of *February* last past, and from thence next ensuing, and fully to be complete and ended, without Impeachment of or for any Manner of Waste; but nevertheless, upon the Trusts, and for the Ends, Intents, and Purposes, and subject to and with the Powers, Provisions, Declarations, and Agreements hereinafter expressed or declared of and concerning the same, and that subject to the said Term of Five hundred Years, and to the Trusts thereof, the said Manor, Lands, Tenements, Hereditaments and Premises, shall be settled upon and vested in, and the same are hereby settled upon and vested in the said *Geoffrey Hornby* and his Heirs, to such of the Uses, upon such of the Trusts, and for the several Ends, Intents, and Purposes, and subject to, with, and under the several Powers, Provisions, Conditions, Declarations, and Agreements, in the said Indenture of Release of the Twenty-eighth Day of *May* One thousand seven hundred and seventy-eight, expressed or declared of and concerning the same, or as are now existing and capable of taking Effect.

II. And it is hereby further enacted and declared, That the said Manor, Messuages, Lands, Tenements, Hereditaments, and Premises, are hereby vested in the said *Thomas Graham* and *George Kinderley*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, upon the Trust and for the Intents and Purposes herein-after mentioned, that is to say, upon Trust that they the said *Thomas Graham* and *George Kinderley*, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, do and shall with all convenient Speed after the passing of this Act, by Mortgage, Sale, or other Disposition, of all or any Part of the Premises comprised in the said Term of Five hundred Years, for all or any Part of the same Term, or by, with, and out of the Rents, Issues, and Profits of the said Manor and Premises comprised therein, or by any other reasonable Ways or Means, levy and raise the Sum of Sixteen thousand Pounds of lawful Money of *Great Britain*, together with Interest for the same, after the Rate of Five Pounds for every One hundred Pounds by the Year, to be computed from the Sixteenth Day of *February* last past, (being the Day of the Date of the said recited Articles of Agreement) and that the said Sum of Sixteen thousand Pounds shall, by the Person or Persons advancing the same, be paid into His Majesty's High Court of Chancery in *Great Britain*, and shall, under the Directions of the said Court, be applied in the Manner herein-after expressed and contained of or concerning the same.

Trustees to raise 16,000l.

III. And be it further enacted, That all the Interest of the said Sum of Sixteen thousand Pounds, which shall have accrued or become due from the Day of the Date of the said Articles of Agreement, and be unpaid at the Time of the passing of this Act, shall be paid and payable immediately after the passing of the same; and that the Interest which shall become due and payable after the passing of this Act shall be raised and paid by Two equal Half-yearly Payments in every Year; and that the First Half-yearly Payment of the same shall be made at the Expiration of Six Calendar Months next after the passing of this Act.

Interest to be paid Half yearly.

IV. And it is hereby further enacted, That the said *Thomas Graham* and *George Kinderley*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, shall from Time to Time pay

After paying the Interest, Profits of the Manor to go to Earl Derby, &c.

[*Loc. & Per.*]

52 P

such

such of the Rents, Issues, and Profits of the said Manor, Hereditaments, and Premises, as shall remain after or not be applied on or for answering the Trusts and Purposes aforesaid unto, or permit the same to be received by the said *Edward* now Earl of *Derby*, and his Assigns, during his Life, and after his Decease to and by the Person or Persons who, under or by virtue of the Limitations contained in the said Indenture of the Twenty-eighth Day of *May* One thousand seven hundred and seventy-eight, shall for the Time being be entitled to the said Manor, Hereditaments, and Premises, in Remainder or Reversion immediately expectant on the Determination of the said Term of Five hundred Years, for his and their proper Use and Benefit.

When Trust  
to cease.

V. Provided always, and it is hereby further enacted and declared, That when the Trusts herein-before expressed and contained, of and concerning the said Term of Five hundred Years, shall be performed, and the said *Thomas Graham* and *George Kinderley*, and each of them, their and each of their Executors, Administrators, and Assigns, shall be fully reimbursed and satisfied, all Costs, Charges, and Expences, to be occasioned by or relating to the said Trusts, the said Term of Five hundred Years shall, subject to any Disposition of the same which shall have been made for the Purposes aforesaid, absolutely cease and determine.

The 16,000l.  
to be paid  
into the Bank,  
and after-  
wards laid out  
in the Pur-  
chase of Free-  
hold Lands,  
which shall  
be conveyed  
to the Bishop  
of Sodor and  
Man, and the  
Archdeacon  
of the Isle of  
Man, for the  
Purposes  
herein men-  
tioned.

VI. And be it further enacted, That the Person or Persons advancing the said Sum of Sixteen thousand Pounds, or any Part of the same, shall pay the Sum or Sums of Money advanced by him or them into the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Chancery, (*ex parte* the Purchaser or Purchasers, or Mortgagee or Mortgagees, as the Case may be, of the *Bispham* Estate of the Earl of *Derby*), to the Credit of the Bishop of *Sodor and Man*, and the Archdeacon of the *Isle of Man*, for the Time being, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that as soon as conveniently may be after the said Monies shall have been paid into the said Court of Chancery as aforesaid, the same shall, upon Petition to be preferred to the said Court in a summary Way by the Bishop of *Sodor and Man* and the Archdeacon of the *Isle of Man* for the Time being, be laid out and invested in the Purchase of Freehold Messuages, Lands, and Hereditaments situate in *England*, or of Freehold or Customary Messuages, Lands and Hereditaments, situate in the *Isle of Man*, which shall be approved of by the said Court of Chancery; and that immediately after such Purchase or Purchases shall be so made, the said Messuages, Lands, and Hereditaments, so to be purchased as aforesaid, with their Appurtenances, shall, under the Direction of the said Court, be conveyed and assured unto, or to the Use of, or vested in the said Bishop of *Sodor and Man* and Archdeacon of the *Isle of Man* for the Time being, and their Successors, upon Trust to pay and apply the Rents, Issues, and Profits thereof, upon such and the same Trusts, for such and the same Purposes, and in such and the same Manner, as by the said Indenture of the First Day of *November* One thousand six hundred and sixty-six, are declared and mentioned of and concerning the respective Rectories, Tythes, Oblations, Rates, and other Ecclesiastical Rights and Duties, therein mentioned,

mentioned, and thereby demised by the said *Charles* then Earl of *Derby* to the said *Isaac* then Lord Bishop of *Sodor and Man* and *Jonathan Fletcher*, then Archdeacon of the said *Isle of Man*, their Executors, Administrators, and Assigns, for the said Term of Ten thousand Years, or as near thereto as Circumstances will then admit of.

VII. Provided always, and it is hereby further enacted, That it shall and may be lawful to and for the said Bishop of *Sodor and Man*, and the said Archdeacon of the said *Isle of Man*, for the Time being, by Indenture under their Hands and Seals, from Time to Time to demise or lease to any Person or Persons all or any Part or Parts of the Lands and Hereditaments so to be purchased with the said Sum of Sixteen thousand Pounds, or any Part thereof, for any Term or Number of Years, not exceeding Twenty-one Years, in Possession, but not in Reversion, or by Way of future Interest, so as upon every such Lease or Leases so to be made as aforesaid, there be reserved and made payable during the Continuance thereof, to be incident to and go along with the Reversion and Inheritance expectant on the same, the best and most improved yearly Rent and Rents that can be reasonably had and obtained for the same, without taking any Fine or Foregift, or any other Matter or Thing, in the Nature or in lieu of any Fine or Foregift, for or in respect of the making thereof, and so as none of the said Lessees to whom such Lease or Leases shall be made be, by any Clause or Words therein contained, freed from Impeachment of or made punishable for Waste; and so as in every such Lease or Leases there be contained a Clause of Re-entry, in case the Rent and Rents thereupon to be reserved be behind or unpaid by the Space of Twenty Days, and so as the Lessee or Lessees to whom such Lease or Leases shall be made as aforesaid do respectively seal and deliver a Counterpart or Counterparts of such Lease or Leases.

VIII. And be it further enacted, That until a proper Purchase can be found upon which the said Sum of Sixteen thousand Pounds can be laid out or invested, the same shall from Time to Time be laid out and invested under the Directions of the said Court of Chancery in the Purchase of Navy or Victualling Bills, or of Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling Bills or Exchequer Bills, and the Money received for the same, as they shall be respectively paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy and Victualling and Exchequer Bills shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a Purchase or Purchases shall be found and approved as before directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the Court of Chancery in a summary Way by the Bishop of *Sodor and Man*, and the Archdeacon of the said *Isle* for the Time being, be ordered by the said Court to be sold by the said Accountant General, for the completing such Purchase or Purchases, in such Manner as the Court shall think just and direct.

IX. Provided always, and be it further enacted and declared, That it shall and may be lawful for the said Court of Chancery from Time to Time in a summary Way upon a Petition to be for that Purpose presented by

Lands may be leased.

Till Purchase is made, Money to be laid out in the Purchase of Exchequer Bills, &c.

Application of the Interest of such Exchequer Bills, &c.

by the Bishop of *Sodor and Man*, and the Archdeacon of the said Isle for the Time being, to direct any Part of the said Navy, Victualling, or Exchequer Bills not exceeding the said Sum of Two hundred and nineteen Pounds Seven Shillings and Ten-pence Halfpenny *per Annum*, to be paid to the said Bishop and Archdeacon for the Time being, to be by them applied and paid over to the Persons who would for the Time being be entitled to the yearly Rents, Issues, and Profits of the Hereditaments so to be purchased, in case the same had been purchased pursuant to this Act.

Certificate of the Accountant General, with the Receipt of the Cashier of the Bank, to be a good Discharge to the Person paying in the Money.

X. And be it further enacted, That the Certificate or Certificates of the said Accountant General, with the Receipt and Receipts of the Cashier of the Bank, to be thereto annexed, and therewith filed in the Register Office of the Court of Chancery, of the Payment into the Bank of *England* of the said Sum of Sixteen thousand Pounds, shall be deemed and taken to be a good and sufficient Discharge to the Person or Persons respectively paying the same, and to his, her, or their respective Heirs, Executors, Administrators, and Assigns, for the said Sum of Sixteen thousand Pounds, or so much thereof as in such Certificate or Certificates, and Receipt or Receipts, shall be expressed to be paid; and after filing such Certificate or Certificates, and such Receipt or Receipts, as aforesaid, such Person or Persons shall be absolutely acquitted and discharged of and from the said Monies, and not be obliged to see to the Application, or be in any Manner answerable or accountable for the Loss, Mis-application, or Non-application thereof.

Court of Chancery to direct Application and Investments of Money, &c.

XI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time, upon a Petition in a summary Way, of the said *Edward* Earl of *Derby*, or other the Person or Persons so for the Time being entitled as aforesaid, if such Person or Persons shall be of full Age, or of his, her, or their Guardian or Guardians, during his, her, or their Minority, or respective Minorities, or of the said Bishop of *Sodor and Man*, and the said Archdeacon of the said *Isle of Man* for the Time being, or either of them, to make such Orders, and give such Directions, touching or concerning the Sale, Layings out, Investments, Receipts, and Payments, herein-before directed to be made, and touching and concerning all other Acts, Deeds, Matters, or Things, in anywise relating thereto, as the said Court shall deem necessary, proper, or expedient.

General Saving.

XII. Saying always to the King's most Excellent Majesty, His Heirs and Successors, as well in Right of his Crown, as in Right of his Duchy and County Palatine of *Lancaster*, and to all and every other Person or Persons, Bodies Politic and Corporate, their respective Heirs, Successors, Executors, and Administrators, (other than and except His said Majesty and His Successors, in such Rights aforesaid, so far as respects his and their Right or Title to the said Hereditaments by Escheat, in consequence of the Decease of the said *Isaac Clopton*, without an Heir, as herein-before is mentioned; and other than and except the said *John* Duke of *Atholl*, and his Heirs, and also his Successors for the Time being, Lords or Ladies of the *Isle of Man*, and the said *Claudius* Lord Bishop of *Sodor and Man*, and his Successors Bishops of *Sodor and Man*, the said *Daniel Mylrea*,  
and



and his Successors, Archdeacons of the said *Isle of Man*, and the said *Edward* now Earl of *Derby*, and the said *Edward* Lord *Stanley*, and the Heirs Male of his Body, and the Heirs and Assigns of the said *Edward* now Earl of *Derby*), all such Estates, Rights, Interests, Claims, and Demands of, in, to, and out of the said Manor, Messuages, Lands, Tenements, and Hereditaments, as they, every, or any of them had before the passing of this Act, or should, or could, or might have had or enjoyed, in case this Act had not been made; and also saving always to His said Majesty, His Heirs and Successors, the same Right of Seigniority in the said Hereditaments so become escheated as aforesaid, as in the Life Time of the said *Isaac Clopton*, and as if no Escheat of the said Hereditaments had happened.

XIII. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and that a Copy thereof, so printed, shall be admitted as Evidence thereof, by all Judges, Justices, and others. Evidence:

## The SCHEDULE to which the foregoing Act refers.

Estimated Annual Value of the Improprate Tithes in the Isle of Man.

PARISHES.	Amount of Tithes now upon Lease by the Duke of Atholl.	Estimated Value of Tithes sold by the Atholl Family.
	£. s. d.	£. s. d.
Lezayre	62 0 0	60 0 0
Manghold	31 10 0	10 10 0
Lonnán	95 0 0	0 0 0
Conchan	32 0 6	0 0 0
Malew	92 8 0	115 0 0
Rushen	91 0 0	94 15 0
Arbory	0 0 0	52 5 0
Santan	0 0 0	42 0 0
Michael	0 0 0	65 0 0
Marown	0 0 0	50 0 0
Eighteen Turkeys and Eighteen Geese paid in Kind	5 0 0	0 0 0
	408 18 6	489 10 0
Total of Tithes now upon Lease	- - -	408 18 6
Do. - - Do. sold	- - -	489 10 0
		898 8 6
<b>DEDUCTIONS.</b>		
Bishop's Proxy Money	4 0 0	
Stipends to Vicars of Malew, Lezayre, and Rushen	31 6 8	
	Manx	
	Exchange	
	35 6 8	
	5 0 11	
	British	
Annual reserved Rent	30 5 9	
Annual Allowance on account of £130. payable every } 30 Years, as estimated by Master Eld	62 0 0	
6 per Cent. on gross Amount for Collecting, Risk, &c. } according to Master Eld's Computation	3 18 7	
	53 18 0	150 2 4
		748 6 2
The Sum of £748. 6s. 2d. being payable and secured upon Estates in } England liable to Property Tax		74 16 0
		673 10 2
Agency for receiving in Liverpool at 1½ per Cent.		10 2 2
		663 8 0
		663 8 0

Twenty-five Years Purchase upon the net annual Produce of the Improprate Tithes (£663. 8s. 0d.) amounts to £16,575.

ROB. STEWART.