



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 45.

An Act to enable the Trustees of the *Oldbury* Charity to grant Building Leases.

[21st *June* 1841.]

WHEREAS *John Price* of the Parish of *Halesowen* in the County of *Salop*, Yeoman, deceased, did, in and by his last Will and Testament, bearing Date on or about the Eleventh Day of *February* which was in the Year of our Lord One thousand seven hundred and twenty-six, and duly proved at *Worcester*, give, grant, devise, and bequeath unto *John Turton* and *Abraham Allen*, their Heirs and Assigns for ever, all that his Piece or Parcel of Land called the *Ox Leasow*, containing by Estimation Four Acres, be the same more or less, then in the Possession of the said *John Price*; and all that Piece or Parcel of Land called or known by the Name of *The Park*, and the House and all Buildings upon the said Premises; to have and to hold unto the said *John Turton* and *Abraham Allen*, their Heirs and Assigns for ever, for the Uses therein-after named; (that is to say,) that they the said *John Turton* and *Abraham Allen* should take and receive all the Rents, Profits, and Issues arising or flowing from the said Premises, with all and every of their Appurtenances, and bestow the said Rents and Profits yearly, each and every Year, to the Use of the Poor, and supporting the Ministry belonging unto the Meeting House of *Oldbury*, or for supporting of poor Children by way of schooling, or what charitable Use or Uses they

Will of *John Price*, 11th Feb. 1726.

[*Private.*]

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should

Indentures
of Lease and
Release, 6th
and 7th Feb.
1728, and
12th and 13th
April 1776.

should think most proper and convenient, paying themselves for their Trouble, and the rest to bestow as aforesaid, with a Power for them the said *John Turton* and *Abraham Allen* to choose and appoint who or whom they should think meet to dispose of the said Effects as aforesaid, for ever, as in and by the said last Will and Testament more fully appears: And whereas by certain Indentures of Lease and Release, bearing Date respectively the Sixth and Seventh Days of *February* One thousand seven hundred and twenty-eight, the said Trust Estates were, in pursuance and exercise of the Powers contained in the said Will, conveyed to successive new Trustees, and by certain other Indentures of Lease and Release, bearing Date the Twelfth and Thirteenth Days of *April* One thousand seven hundred and seventy-six, the said Chapel, and the Lands, Hereditaments, and Premises, were vested in *William Turton, John Turton*, Son of the said *William Turton, George Smith, Nathaniel Hadley, William Hadley, Thomas Hadley, William Darby, Thomas Darby, Samuel Tonckes, Richard Nock, John Smart, John Dixon junior, John Dixon senior, Henry Dixon, Daniel Thompson, John Lathbury, William Smith the elder, William Smith the younger, John Woodhouse the elder, John Woodhouse the younger, and John Cox*, upon the Trusts of the said Will, and as therein expressed: And whereas, at a Court Leet or Court Baron held for the Manor of *Oldbury Walloxall* otherwise *Langley Walloxall* otherwise *Langley and Walloxall*, on the Eighteenth Day of *October* One thousand seven hundred and fifty-two, *John Tonckes* and *Joseph Tonckes* surrendered all that Building called the Chapel, and One Croft whereupon the said Chapel was erected, and all that Messuage or Tenement to the same Chapel belonging or appertaining, with a Barn, Garden, Smithy, and also a Close of Land containing by Estimation Three Acres, lying in a certain Field called *Swalter Field*, and also Two Selions of Arable Land lying in *Swalter Field* aforesaid, containing by Estimation Half an Acre of Land, between the Land formerly of *Eleanor Turton* Spinster of the one Part, the Land formerly of *John Stamps*, and abutting upon the *Meadow Pleck* near *Rowhay*, of the lower Part, and the Footway leading from the Village of *Oldbury* aforesaid towards the Village of *Dudley* of all Parts thereof, all which Premises, Lands, and Tenements are within the Manor aforesaid, with all and singular their Appurtenances, to the Use and Behoof of the said *John Tonckes* and *Joseph Tonckes*, and also to the Use of *John Turton, Samuel Timmins, John Dudley, John Smart, Richard Brinton, and Daniel Lathbury*, and their Heirs, and upon Condition they should lay down and distribute all the Rents and Profits of the Premises aforesaid to the Poor of *Oldbury* aforesaid, or to some other good and charitable Uses and Intentions, as to the better Part of them should seem meet and good, by the good and deliberate Advisement of the greater Part of them: And whereas at a Court Leet or Court Baron held for the said Manor on the Twenty-fourth Day of *April* One thousand seven hundred and eighty-one, *Samuel Timmins*, only surviving Trustee or Surrenderee of the Chapel, Messuage, Lands, and Hereditaments therein-after and herein-before described, surrendered such Chapel, Messuage, Lands, and Hereditaments to the Use of him the said *Samuel Timmins*, and of *William Turton, John Rickards, William Hunt, Joseph Smith, Michael Lakin,*

John Francis, and *George Smith*, and their Heirs, and upon the Trusts aforesaid: And whereas by Indenture of Enfranchisement bearing Date the Twenty-ninth Day of *June* in the Year of our Lord One thousand seven hundred and eighty-two, between *Frances Wright* and *Christopher Wright*, Lord and Lady of the said Manor, of the one Part, and *Samuel Timmins*, *William Turton*, *John Rickards*, *William Hunt*, *Joseph Smith*, *Michael Lakin*, and *John Francis*, surviving Trustees or Surrenderers of the Chapel, Messuage, Lands, and Hereditaments therein-after granted and released, for certain charitable Uses, Intents, and Purposes mentioned and declared in and by the Surrender of Court therein-after recited, of the other Part, it was witnessed, that the said *Frances Wright* and *Christopher Wright*, for and in consideration of the Sum therein expressed, did acquit, release, and discharge the said *Samuel Timmins*, *William Turton*, *John Rickards*, *William Hunt*, *Joseph Smith*, *Michael Lakin*, and *John Francis*, their Heirs, Executors, and Administrators, and every of them, for ever, and did grant, bargain, sell, release, and confirm unto the said *Samuel Timmins*, *William Turton*, *John Rickards*, *William Hunt*, *Joseph Smith*, *Michael Lakin*, and *John Francis*, their Heirs and Assigns, all the said Building called the Chapel, and the said Croft whereupon the Chapel stands, and all the said Messuage or Tenement, Barn, Garden, Smithy, Close of Land, Selions, and other the Premises comprised in the recited Surrender, and the Freehold of the Inheritance thereof, under certain Reservations and Conditions therein mentioned: And whereas at a Court Leet and Court Baron held for the said Manor on the Thirtieth Day of *April* One thousand seven hundred and ninety, the Copyhold Premises herein-after more particularly mentioned and described in an Indenture of Release dated the Twenty-seventh Day of *September* One thousand eight hundred and seventeen were surrendered by *Richard Nock* to the then Trustees of the said Charity Estates, upon the Trusts herein-before mentioned: And whereas by Indentures of Lease and Release, bearing Date the Twenty-sixth and Twenty-seventh Days of *September* in the Year of our Lord One thousand eight hundred and seventeen, the Release being made between *Thomas Hadley*, Son of *Nathaniel Hadley*, *Henry Dixon*, *John Francis*, *John Jukes*, and *John Downing*, surviving Trustees of the Premises therein-after granted, of the First Part, the said *John Francis*, the said *John Jukes*, *Timothy Smith*, *Thomas Lakin Hawkes*, *John Towers Lawrence*, of the Second Part, *Timothy Thompson*, *Samuel Smith*, *Harry Hunt*, *Thomas Lee*, *Henry Hunt*, *Thomas Yate Hunt*, and *Samuel Hunt*, *William Scott* and *John Scott*, of the Third Part, it is witnessed, that for the nominal Consideration therein mentioned, and by virtue of the Power vested in them, and for preserving and continuing of the said charitable Uses, and for other good Causes and Considerations them moving, they the said *Thomas Hadley*, *Henry Dixon*, *John Francis*, *John Jukes*, and *John Downing* did, according to their and his respective Right and Interest, grant, bargain, sell, alien, release, and confirm unto the said *Timothy Smith*, *Thomas Lakin Hawkes*, *John Towers Lawrence*, *Timothy Thompson*, *Samuel Smith*, *Harry Hunt*, *Thomas Lee*, *Henry Hunt*, *Thomas Yate Hunt*, *Samuel Hunt*, *William Scott*, and *John Scott*, and to their Heirs and Assigns, the Messuages, Lands, Tenements, and Hereditaments

Indenture of Enfranchisement, 29th June 1782.

Indentures of Lease and Release, 26th and 27th Sept. 1817.

ditaments therein and herein (after described, to hold the several Pieces or Parcels of Land or Ground, Messuages, Tenements, or Dwelling Houses, Meeting House, Court-yard, Buildings, and all and singular other the Premises thereby granted and released, or intended so to be, with their and every of their Appurtenances, unto the said *Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, their Heirs and Assigns, to and for the only proper Use and Behoof of them the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, their Heirs and Assigns for ever, yet nevertheless upon such Trusts and Confidences, and to such Intents, and subject to such Provisoos or Conditions, as are herein-after expressed and declared of and concerning the same; (that is to say,) as, to, for, and concerning the Piece or Parcel of Land called *The Ox Leasow*, and the Piece of Land called *The Park*, and the House and all Buildings upon the Premises theretofore in the Holding of *Joseph Cheshire*, then of *Haywood*, upon Trust that they the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, their Heirs and Assigns, should take and receive the Rents, Issues, and Profits of all and singular the said Lands, Buildings, and Premises, and should yearly and every Year pay, apply, and bestow the same to and for the Use of the Poor, and the Support of the Minister belonging to the Meeting House or Congregation of Protestant Dissenters of *Oldbury* aforesaid, or for the Support or Education of poor Children at School, or for such other charitable Use or Uses as the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, their Heirs or Assigns, or the major Part of them, should from Time to Time think proper, always deducting and discounting their necessary Expences out of the said Rents and Profits, in the first place; and as to, for, and concerning all that Messuage or Tenement theretofore to the Chapel belonging, with the Barn, Garden, and Smithy to the same belonging, and also all that Close of Land containing by Estimation Three Acres, lying in *Swalter Field*, and also all those Two Sellions of Arable Land lying in *Swalter Field* aforesaid, containing by Estimation Half an Acre of Land, upon Trust and to the Intent and Purpose that they the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, and their Heirs, shall pay, apply, and distribute all the Rents and Profits of the said Premises to the Use of the Poor of *Oldbury* aforesaid, or to some other good and charitable

charitable Uses and Intentions, as to the better Part of them should seem meet and good, by the good and deliberate Advisement of the greater Part of them; and as to, for, and concerning all that Messuage or Dwelling House, with the Yard, Garden, and Backside thereto belonging, adjoining the Meeting House, and also all that Edifice or Building called *The Schoolhouse*, and also all the Yard, Garden, and Backside to the said House and Schoolhouse belonging, and containing together Eleven Perches or thereabouts (more or less), and also all that Piece or Parcel of Ground lying behind the said Meeting House, and used for a Garden, and containing by Admeasurement Eight Perches or thereabouts (more or less), and also all that Piece or Parcel of Ground containing by Admeasurement Eleven Perches or thereabouts (more or less), and used as and for a Wharf, with a small Building standing thereon, used as and for a Nail Shop, upon Trust that they the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, and their Heirs and Assigns for the Time being, should nominate and appoint the Master of the School, who should hold his said Place or Office solely at the Will and Pleasure of the major Part of the said Trustees for the Time being, who might vacate the Place of the said Master whenever they saw meet and fitting; and the Master of the said School for the Time being should be entitled to the Use and Occupation of the said Trust Premises, or the Trustees for the Time being should let and set the same, and pay the Rents and Profits arising therefrom to the said Schoolmaster for the Time being, as and for his Salary or Stipend, as to the Majority of the said Trustees for the Time being should seem meet and fitting; and in case the said Master for the Time being should be permitted or suffered to occupy the said Premises, the Trustees for the Time being should see and take care that he did from Time to Time keep the same in good Repair; and in case the Trustees for the Time being should choose to receive the Rents and Profits, it should and might be lawful for the Trustees for the Time being, or the major Part of them, to deduct the said Repairs out of the said Salary or Stipend; and the said School should from Time to Time be free for such a Number of poor Children of *Oldbury* aforesaid, and the Neighbourhood thereof, as the Majority of the said Trustees for the Time being should nominate and appoint; and it was further witnessed, that the said *John Francis, John Jukes, Timothy Smith, Thomas Lakin Hawkes, and John Towers Lawrence*, for the nominal Consideration therein mentioned, did covenant, promise, declare, and agree, to and with the said *Thomas Hadley*, and all other the Persons Parties thereto, that they the said *John Francis, John Jukes, Timothy Smith, Thomas Lakin Hawkes, and John Towers Lawrence*, and the Survivors and Survivor of them, or the Heirs or Assigns of such Survivor, should and would, when thereunto required, at the Costs, Charges, and Expences of the said Trust Estate, convey, assign, transfer, and set over, and in due Form of Law surrender, unto the said *Thomas Hadley, Henry Dixon, John Downing, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt,*
 [Private.]

Samuel Hunt, William Scott, and John Scott, their Heirs and Assigns, all those Two Copyhold Closes or Parcels of Land lying in a certain Field in *Oldbury* aforesaid, within the said Manor, called or known by the Name of *Chapelfield*, containing by Estimation Four Acres or thereabouts (more or less), and Two Parcels of Land lying in the same Field in a certain Close called *Abraham Tuncks Innidge*, containing by Estimation One Acre or thereabouts (more or less), of which One Parcel lay betwixt the Land theretofore of *Cornelius Jesson* and *Abraham Tuncks*, and the other Parcel lay betwixt the Land late of *William Freeth* and the said *Abraham Tuncks*, and all that other Parcel of Land, containing by Estimation Half an Acre, lying in a certain Field in *Oldbury* aforesaid, called *Radnallfield*, between the said Land theretofore of the said *William Freeth* on both Sides, and One Parcel of Land in the same Field, containing by Estimation Half an Acre or thereabouts, betwixt the Lands theretofore of the said *William Freeth* and *Joseph Freeth*; the said Copyhold Premises therein-before particularly mentioned and described, with their and every of their Appurtenances, unto the said *Thomas Hadley*, and all other the Persons herein-before last-mentioned, their Heirs and Assigns for ever, to be holden of the chief Lord or Lady of the Fee of the said Manor of *Oldbury* according to the Custom of the said Manor, yet nevertheless upon Trust that they, and the Survivors of them, and their Heirs, should pay, apply, and distribute all the Rents and Profits of the said Premises to the Use of the Poor of *Oldbury* aforesaid, or to some other good and charitable Use and Intentions, as to the better Part of them should seem meet and good, by the good and deliberate Advisement of the greater Part of them; and it was provided that when by Death they the said *Thomas Hadley, Henry Dixon, John Francis, John Jukes, John Downing, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Harry Hunt, Thomas Lee, Henry Hunt, Thomas Yate Hunt, Samuel Hunt, William Scott, and John Scott*, or such other Trustees as should thereafter be chosen, should be reduced to the Number of Five or fewer, that then, so soon as conveniently might be after such Reduction, the Survivors of them should, by good and sufficient Conveyances and Assurances in the Law, convey and assure all and singular the said Premises thereby granted and released, or intended so to be, and covenanted to be surrendered, with their Appurtenances, to the Use of themselves, and so many other fit and proper Persons as the same Survivors, or the Majority of them, should choose and approve of, to make up the Number of Eighteen Trustees, their Heirs and Assigns for ever, upon the Uses, Trusts, and Confidences and to the Intents therein expressed, so that there might be always Five or more substantial Persons empowered to execute the Trusts, Confidences, and Intents therein expressed: And whereas *Thomas Hadley, Henry Dixon, John Francis, John Jukes, Timothy Smith, Thomas Lakin Hawkes, John Towers Lawrence, Timothy Thompson, Samuel Smith, Thomas Lee, Henry Hunt, William Scott, and John Scott*, have, since the Date and Execution of the said last-mentioned Indentures of Lease and Release, departed this Life: And whereas, at a Special Court Baron held for the said Manor on the Seventh Day of *April* One thousand eight hundred and forty-one, the Copyhold Premises comprised in

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the

the herein-before recited Surrender of the Thirtieth Day of *April* One thousand seven hundred and ninety, and particularly mentioned and described in the herein-before recited Indenture of Release dated the Twenty-seventh Day of *September* One thousand eight hundred and seventeen, were surrendered to and became vested in the said *Thomas Yate Hunt, Samuel Hunt, Harry Hunt, and John Downing*, the then surviving Trustees of the Charity Estates, upon the Trusts herein-before mentioned respecting the same Copyhold Premises: And whereas by another Indenture of Enfranchisement, bearing Date the Ninth Day of *June* in the Year of our Lord One thousand eight hundred and forty-one, between *Francis Parrott* Esquire, Lord of the said Manor, of the one Part, and the said *Thomas Yate Hunt, Samuel Hunt, Harry Hunt, and John Downing*, the surviving Trustees of the Lands, Premises, and Hereditaments therein-after granted and released, for certain charitable Uses, Intents, and Purposes mentioned and declared in and by the Surrender of Court therein-after and last herein-before recited, of the other Part, it was witnessed, that the said *Francis Parrott*, for and in consideration of the Sum therein expressed, did acquit, release, and discharge the said *Thomas Yate Hunt, Samuel Hunt, Harry Hunt, and John Downing*, their Heirs, Executors, and Administrators, and every of them, for ever, and did grant, bargain, sell, release, and confirm unto the said *Thomas Yate Hunt, Samuel Hunt, Harry Hunt, and John Downing*, their Heirs and Assigns, all the said Lands, Premises, and Hereditaments comprised in the therein-recited and herein-before last-mentioned Surrender, and the Freehold and Inheritance thereof, upon the Trusts in the said last-mentioned Surrender and herein-before specified: And whereas the said Trust Estates, from their Situation, have become and are eligible for Building Purposes, and it would tend greatly to the Improvement of the said Estates, and the Income thereof, and to the Benefit of the Parties beneficially interested in the same, if the said Trustees were enabled to grant Building and other Leases thereof; but the said Objects cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said Trustees, their Heirs and Assigns, or the major Part of them, by Indenture, to be sealed and delivered in the Presence of One or more than One Witness, from Time to Time to demise or lease all or any Part of the several Lands and Hereditaments described in the Schedule annexed to this Act, and either with or without any Buildings erected and standing thereon, for any Term or Number of Years not exceeding Ninety-nine Years, to be computed from the Date of every Lease, and to take effect in every Case in possession, or within Three Months next after the making thereof at the furthest, to any Person whomsoever who shall be willing to erect and build any Houses or Buildings on the Land proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Lands for Pleasure Grounds, Paddocks,

Indenture of Enfranchisement, 9th June 1841.

Trustees empowered to grant Building Leases of the Lands in the Schedule.

Paddocks, or Plantations for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings erected and built, or to be erected or built, on the said Land or any Part thereof, or on any adjoining Land, or otherwise to improve the said Premises or any Part thereof.

Powers to be granted in the Leases.

II. And be it enacted, That such Leases may be made with or without Liberty for the Lessees to take down Buildings standing on the Land in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining for Pleasure Grounds, Paddocks, or Plantations to such Villas or otherwise, for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make, in or under any of the Land which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid; and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles or other Wares to be used in such new Buildings, Repairs, or Improvements of the said Land and Estate, or to be sold and disposed of, as may be agreed upon; and also with or without any Liberties or Privileges which may be usual in Leases of a similar Description.

Reservations in Leases.

III. And be it enacted, That in every such Lease there shall be reserved and made payable the best yearly Rent that can in the Opinion of the said Trustees at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be obtained or reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and every such Lease shall be made without taking for and in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond the Money agreed to be expended by the Lessee or Lessees in building upon or improving the Premises, or which may be derived from the Sale or Disposition of any Timber, Gravel, Sand, Brick Earth and Clay, and other Earth and Clay, or any Bricks or Tiles or other Wares which may be made therewith.

IV. And

IV. And be it enacted, That in every such Lease made for the Purpose of having Buildings finished or erected and built there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built, and to be erected and built or improved on the Premises, insured from Loss or Damage by Fire, to the Amount of Two Thirds at least of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and in every such Lease there shall be contained a Power for the said Trustees, their Heirs and Assigns, or their Servants and Agents, to enter upon the Premises Twice in every Year during the Term, at seasonable Times in the Day, and inspect the Condition thereof, and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved, the same being first demanded, for any Space not exceeding Twenty-one Days, in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress, and also with or without a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained, on the Part of the Lessee or Lessees, his or their Executors, Administrators, or Assigns, as may be agreed upon between the said Lessors and Lessee or Lessees, and all such other Covenants, Conditions, Provisoes, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper; so that the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall, for the Purposes of this Act, be conclusive Evidence of the same having been duly executed), and pay all Expences of and incident to such Leases, and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing

[Private.]

Waste, save so far as may be necessary for the Purposes hereby authorized.

General
Saving.

V. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all Persons (except the Person or Persons claiming or to claim under the said Will and Indenture of Lease and Release of the Twenty-sixth and Twenty-seventh Days of *September* One thousand eight hundred and seventeen), all such Estate, Right, Title, Interest, Claim, or Demand, of, in, to, or out of the said Lands, Tenements, and Hereditaments, and Trust Estates, and every Part thereof, as She, they, or any of them had before the passing of this Act, or could or might have held and enjoyed in case this Act had not passed.

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

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

The

The SCHEDULE to which the foregoing Act refers.

Parish of Halesowen, Counties of Salop and Worcester.

Names of Occupiers	Situation and Description.	Quantities, more or less.
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Township of Warley Wigorn, County of Worcester.

		A.	R.	P.
Joseph Haywood -	House and Garden - - -	0	0	15
Same - -	Piece of Land called The Park - -	1	1	22

Township of Oldbury, County of Salop.

Same - -	Land called The Ox Leasow - -	4	0	0				
Theodore Price, Esq. -	Building and Land adjoining Birmingham Canal.	0	0	20				
Matthew Houghton - Samuel Parish - William Grainger - Richard Jones - Davis and others - -	} Land in Swalter Field - - -	3	2	0				
Matthew Houghton and others.					Lands in Chapelfield - - -	4	0	0
John Collins, John Williams, and others.					Lands called Abraham Tonks Innage, in Chapelfield.	1	0	0
Matthew Houghton -					Lands in Radnallfield - - -	0	2	0
John Dawes and others					Lands near Rough-hay - - -	0	2	0
Total - - -		15	0	17				

Tho^s Eyre Lee.

