



ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

Cap. 47.

An Act to enable the Trustees of the Chapelry of *Smethwick* in the County of *Stafford* to demise Coal and other Mines, and to grant Building Leases. [22d June 1841.]

WHEREAS by Indentures of Lease and Release, bearing Date respectively the Twenty-ninth and Thirtieth Days of *May* One thousand seven hundred and nineteen, the Release being of Three Parts, and made between *Dorothy Parkes* Spinster, of the First Part, *Charles Blackham* and *Isaac Spooner* of the Second Part, and Sir *Charles Holte* Baronet, Sir *Henry Gough* Knight, *Charles Jennens* Esquire, *Benjamin Grevis* Esquire, *George Birch* Esquire, *Henry Hinckley* Gentleman, *John Hinckley* Gentleman, *Edward Homer* Gentleman, *Edward Hare* Gentleman, and *Randall Bradburne* Ironmonger, of the Third Part, it is witnessed that, for settling and assuring the Hereditaments therein-after mentioned to the Uses therein-after declared, and for the nominal Consideration of Five Shillings, the said *Dorothy Parkes* granted and released to the said *Charles Blackham* and *Isaac Spooner*, their Heirs and Assigns, all those several Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances, situate in *Smethwick* in the Parish of *Harborne* and County of *Stafford*, then or then late in the several and respective Tenures of

Indentures of Lease and Release, 29th and 30th May 1719.

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John Silke, Edward Fletcher, Edward Rudge, Phillips, Humfrey Parkes, and Joseph Parkes, or some or one of them, or some or one of their Undertenants or Assigns; and also all those several Closes or Pieces of Land, with their and every of their Appurtenances, situate in Warley Wigorn in the Parish of Halesowen in the County of Worcester, then or then late in the Tenure of the said Edward Fletcher, his Undertenants or Assigns, and which were then lately purchased by her the said Dorothy Parkes of one Mr. John Perkins; and also all those several Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments, with their and every of their Appurtenances, situate in or near Titford in Warley Wigorn in the Parish of Halesowen in the County of Worcester, then or then late in the Tenure of John Mucklow, or his Undertenant or Undertenants, Assignee or Assigns, and which were lately purchased by the said Dorothy Parkes of Elizabeth Whiteing Widow, deceased, then late Sister of the said Dorothy Parkes; and also all that Messuage, Cottage, or Tenement, and One Croft adjoining thereto, with their and every of their Appurtenances, situate in or near Rude End in the Parish of Halesowen in the County of Worcester aforesaid, then in the Tenure of William Granger or his Undertenant or Undertenants, Assignee or Assigns; and also all those Three Closes or Parcels of Land, with their and every of their Appurtenances, lying near to the said last-mentioned Messuage, and commonly called or known by the Name of The Blackleys, situate in the Parish of Halesowen and County of Salop, then also in the Tenure of the said William Granger; and all other the Messuages, Cottages, Farms, Lands, Tenements, and Hereditaments whatsoever of the said Dorothy Parkes, wherein she had any Estate of Freehold or Inheritance, situate in the Townships, Parishes, Places, or Precincts of Smethwick, Harborne, Titford, Warley Wigorn, Rule End, and Halesowen, or any of them, or elsewhere in the said Counties of Stafford, Worcester, and Salop, or any of them, or elsewhere in the Kingdom of Great Britain, with the Rights, Members, and Appurtenances, to hold the same to the said Charles Blackham and Isaac Spooner, and their Heirs, to the Uses therein and herein after mentioned; that is to say, as to all those the aforesaid Lands and Tenements, Parcel of the said Premises then or then late in the Tenure of the said William Granger and Joseph Parkes, to the only proper Use and Behoof of the said Dorothy Parkes, her Heirs and Assigns for ever, and as to all and singular other the said Messuages, Cottages, Farms, Lands, Tenements, and Premises whereof no Use was therein-before limited, to the Use of the said Dorothy Parkes and her Assigns for Life, Remainder to the Use of the said Sir Charles Holte, Sir Henry Gough, Charles Jennens, Benjamin Grevis, George Birch, Henry Hinckley, John Hinckley, Edward Homer, Edward Hare, and Randall Bradburne, their Heirs and Assigns for ever, upon the Trusts therein mentioned; that is to say, upon Trust to receive the Rents and Profits of the said last-mentioned Hereditaments for ever, and in the first place reimburse themselves all Expences they shall incur by reason of the Trusts, and pay to Mary Halfpenny, her Servant, for Life, an Annuity of Twenty Pounds, in manner therein mentioned; and upon further Trust, that they the said Trustees should, by and out of the Remainder of the yearly Rents and Profits of the said Premises, and the Monies thereout

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arising, and out of such other Monies or Assistance as by the last Will and Testament of the said *Dorothy Parkes* should be for that Purpose to them given or bequeathed, commence and begin to build, within Three Years next after her Decease, or sooner if they should think fit, upon some Part of the Lands of *Smethwick* aforesaid, in a strong, decent, and durable Manner, but not at the Expence of above Eight hundred Pounds, if it could well be done for that Sum, a Chapel for the Service of Almighty God therein by the Inhabitants of *Smethwick* aforesaid for ever, and the same properly furnished, that is to say, to provide the same with One or more Bell or Bells proper for the calling of the Inhabitants of *Smethwick* aforesaid to the Assemblies in the same Chapel or Building, for and in order to the Service of Almighty God therein, and also with decent, fit, and convenient Reading Desk, Pulpit, Pulpit Cloth and Cushion, Bible, Common Prayer Book, Communion Table, Table Cloth, Communion Plate, Seats, and other like proper and convenient Necessaries and Ornaments to be used in a decent Manner in the same Chapel or Building, for and in order to such Service of Almighty God therein as aforesaid; and upon further Trust, that from and after such Time as the said Chapel or Building should be as aforesaid completely built and furnished, and a Minister or Divine in Holy Orders to officiate therein should be appointed, fixed, and settled in manner therein-after mentioned, and the said *Mary Halfpenny* should be dead, they the said Trustees should, by, with, and out of the yearly Rents and Profits of the said Premises, yearly and every Year for ever, distribute, lay out, and expend the annual Sum of Ten Pounds clear Money, without Deduction; that is to say, the Sum of Fifty-two Shillings, Part thereof, in buying Twelve Pennyworth or Twelve Penny Loaves of good Bread, to be distributed and given on every *Sunday* in every Year for ever unto and amongst Twelve such poor Inhabitants of *Smethwick* aforesaid as should in the said intended Chapel, when so erected and provided as aforesaid, decently and reverently attend to and join in Divine Service there both Morning and Evening, the same Twelve Persons to be from Time to Time and at all Times nominated, approved of, and appointed by the Minister or Divine in Holy Orders therein for that Day officiating, and any Two or Three other Inhabitants of *Smethwick* aforesaid who should be present at such Distribution, immediately after the Evening Service of that Day, and who should be thereunto called or nominated the same Day as his Assistants by the same Minister or Divine so as aforesaid on that Day officiating; and also the further yearly Sum of Fifty-two Shillings, other Part thereof, in buying other Twelve Pennyworth or Penny Loaves of good Bread to be distributed upon every *Sunday* in every Year for ever unto and amongst Twelve such poor Inhabitants of the other Part of the Parish of *Harborne* as should in like Manner attend *Harborne* Church, the said Twelve Persons to be from Time to Time and at all Times nominated, approved, and appointed by the Vicar for the Time being, or other Priest or Deacon in the same Parish Church for that Day officiating, and any Two or Three Inhabitants of the same Parish who should be present as aforesaid; the further Sum of Four Pounds Ten Shillings, other Part thereof, yearly and every Year for ever, in buying Six Coats or other Garments, as good as the same would purchase,

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to be given and distributed yearly unto and amongst Six honest poor Women, Inhabitants of the said Parish of *Harborne*, upon the Feast of *Saint Thomas the Apostle* in every Year, and of which said Six Women Three should be of the Vill, Hamlet, or Parish of *Smethwick*, and the other Three should be of the other Part of the same Parish of *Harborne*, and to be from Time to Time nominated and appointed by the said Trustees, and the further Sum of Six Shillings, Residue of the said yearly Sum of Ten Pounds, to be expended annually in Bibles to be given and distributed on the said Feast of *Saint Thomas the Apostle* in every Year amongst such poor Inhabitants of *Smethwick* aforesaid as by the Minister or Divine in Holy Orders fixed and settled in the said intended Chapel for the Time being should for that Purpose be nominated and appointed as in his Judgment most fit to have the same, and most likely to make the best Use thereof; and upon further Trust, out of the yearly Rents and Profits of the same Premises, to pay for all such Bread and Wine which shall be used in the said intended Chapel when erected, for and in administering the holy Sacrament of the Lord's Supper, and pay thereout reasonable Wages, not exceeding Forty Shillings a Year, to a Person to be by them appointed to officiate in the said intended Chapel, as or in the Nature of a Clerk or Sexton, to make Responses, set the Psalm, and ring the Bell or Bells therein, and do such other like Duties as are usually performed by a Parish Clerk or Sexton; and should also fence, set out, inclose, maintain, and keep inclosed for ever, round about the said intended Chapel, a neat and convenient Chapel Yard, for the Use and Convenience of the said intended Chapel, but otherwise for the Benefit of the Minister or Chaplain settled therein, and should also from Time to Time and at all Times thereafter for ever, as oft as there should be Occasion, maintain and repair, and keep in good Repair and Order, not only the said intended Chapel and Chapel Yard, but also all other Buildings, Walls, Pales, Rails, Posts, Stiles, Gates, Hedges, Ditches, Fences, Mounds, Ways, and Watercourses upon or belonging to the said Messuages, Farms, Lands, Tenements, and Premises, or any of them, or upon any Part thereof; and in the same Indenture is contained a Proviso, that none of such Bread or Coats should be given to or had by any Person or Persons who should have had, claimed, or required any Parochial Charity or Relief within the Space of One whole Year next before the Time appointed for the giving or distributing thereof; and if, upon account of any Accident by Fire, Tempest, or other like Occasion, the Expence and Charge of repairing the said intended Chapel, Buildings, and Premises should become extraordinary, then upon every such Occasion it should be lawful for the said Trustees, their Heirs and Assigns, to cause such Reparation to be made out of the said yearly Sum of Ten Pounds so as aforesaid limited to the particular Charities of buying Bread, Coats, and Bibles, and that all or any of the same particular Charities, or such Part thereof as they should think fit, should cease and be suspended until such Reparations were duly and fully made; and upon further Trust, from and after such Time as the said Chapel should be built, fitted up, and furnished as aforesaid, and so from Time to Time and at all Times thereafter, as often as any Vacancy should happen in the Curacy therein-after designed to be provided for, for ever, they the said Trustees, their

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Heirs and Assigns, or the greater Number of them, should, as soon as conveniently the same could be done, by their Deed or Instrument in Writing under their Hands and Seals, or the Hands and Seals of the greater Number of them, testified by Three or more credible Witnesses, nominate, elect, and appoint a certain learned and orthodox Divine or Minister in Holy Orders according to the Usage of the Church of *England* as by Law established, and of the Degree of a Bachelor of Arts at the least, and not having any Cure of Souls, or other Curateship or Ecclesiastical Employment of preaching or reading Prayers in any Church or Chapel whatsoever, or then exercising the Employment of a Schoolmaster or teaching School, to be the Chaplain, Curate, or Minister of and in the said intended Chapel, therein to officiate, and in devout and proper Manner to do the Office of a Priest or Deacon, by celebrating Divine Service, reading the Common Prayers, and preaching the Word of God, Twice every *Sunday* in the Year, (that is to say,) both Morning and Evening, within the said Chapel, and by reading Prayers and catechising therein on Holy Days and other proper Times and Seasons, and for his so doing, and to encourage him in a diligent and faithful Discharge of his Duty, in Trust further that they the said Trustees, their Heirs and Assigns, did and should, yearly and every Year thenceforward for ever, pay and dispose of all the Rest and Residue of the clear annual Rents and Profits of the said Messuages, Farms, Lands, Tenements, and Premises, unto the said Chaplain, Curate, or Minister so by them as aforesaid from Time to Time nominated and appointed to officiate in the said Chapel, to be by him enjoyed to his own proper Use as a Maintenance during such Time as he should officiate as aforesaid in the said Chapel, but from which said Curacy or Place of officiating as aforesaid in the said Chapel, and all Benefit and Profit to him thereby arising or intended by the said Indenture, he should be from Time to Time removed, and another chosen and admitted in his Room by the said Trustees, their Heirs and Assigns, or the greater Number of them, when or as often as he should have, receive, or take upon himself any Cure of Souls or Curateship or Ecclesiastical Preferment whatsoever; and lastly, on this further Trust, that whensoever and as often as any One or more of them the said Trustees, or their Assigns, from Time to Time for ever, should depart this Life, that then and in such Case the Survivors of them, or the major Number of them, should, by due Conveyance in the Law (as by Counsel should be advised), from Time to Time and at all Times thereafter, transfer, convey, assign, and set over all and singular the said to them thereby conveyed Messuages, Lands, and Premises, unto Two or more proper Persons, and their Heirs, such as they should think fit, unto the Use of such Survivors and their Heirs, and of such other Persons and their Heirs, jointly with them, as they the said Survivors, or the greater Number of them, should nominate and appoint, but nevertheless upon the several Trusts, and to and for the several Intents and Purposes thereof therein-before declared, limited, and appointed, and so as such Number of Persons to be by them nominated and appointed did not in the whole make the Number of Persons to act under the Trusts and Powers thereby limited to exceed the Number of Ten, and so as such Persons to be from Time to Time added as aforesaid to supply the Place or Room of those deceased were such as ever adhered constantly to the Communion of

[*Private.*]

Indentures
of Lease and
Release, 2d
and 3d Aug.
1750, &c.

55G.3. c.108.

the Church of *England* as by Law established : And whereas the said *Dorothy Parkes*, by her last Will and Testament, dated the Twenty-seventh Day of *September* One thousand seven hundred and twenty-three, and by Three several Codicils thereto, dated respectively the Eighteenth Day of *April* One thousand seven hundred and twenty-five, the Fifth Day of *November* One thousand seven hundred and twenty-six, and the Eighth Day of *November* One thousand seven hundred and twenty-six, bequeathed several Sums of Money in aid of the Objects contemplated by the Trusts of the said Indenture of Release of the Thirtieth Day of *May* One thousand seven hundred and nineteen, and gave additional Directions and made additional Provisions, with the View of rendering the religious and charitable Purposes of the said Trust more useful and effective, and appointed certain other Persons as Trustees, in addition to the Trustees named in the Indenture of Release of the Thirtieth Day of *May* One thousand seven hundred and nineteen : And whereas the said *Dorothy Parkes* afterwards departed this Life : And whereas by certain other Indentures of Lease and Release, bearing Date respectively the Second and Third Days of *August* One thousand seven hundred and fifty, the Second and Third Days of *August* One thousand seven hundred and seventy-four, the Fourteenth and Fifteenth Days of *December* One thousand seven hundred and eighty-five, and the First and Second Days of *January* One thousand eight hundred and seven, the said Trust Estates at *Smethwick, Warley Wigorn, and Titford*, in the Parishes of *Harborne and Halesowen*, and Counties of *Stafford, Worcester, and Salop* aforesaid, in pursuance and exercise of the Power contained in the said Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *May* One thousand seven hundred and nineteen, for the Appointment of new Trustees in case of Death, were granted and conveyed by the said several Indentures of Lease and Release, and at the respective Dates thereof, to successive new Trustees, and particularly by the said Indentures of Lease and Release of the First and Second Days of *January* One thousand eight hundred and seven, the said Messuages, Lands, Hereditaments, and Premises, with the Appurtenances, comprised in and limited by the said Indentures of the Twenty-ninth and Thirtieth Days of *May* One thousand seven hundred and nineteen in Use, after the Decease of the said *Dorothy Parkes*, to the said *Sir Charles Holte, Sir Henry Gough, Charles Jennens, Benjamin Grevis, George Birch, Henry Hinckley, John Hinckley, Edward Homer, Edward Hare, and Randall Bradburne*, their Heirs and Assigns, were vested in *Jervoise Clarke Jervoise, George Birch, Isaac Spooner, Wyrley Birch, Dugdale Stratford Dugdale, Abraham Spooner Lillingston, Egerton Arden Bagot*, therein called *Egerton Bagot, Sir Robert Lawley Baronet, Heneage Legge, and Thomas Hanson*, their Heirs and Assigns for ever, upon the Trusts of the said Indenture of Release of the Thirtieth Day of *May* One thousand seven hundred and nineteen : And whereas an Act was passed in the Fifty-fifth Year of the Reign of King *George* the Third, intituled *An Act for enlarging and rendering more effectual certain Powers granted to the Trustees of the Chapelry of Smethwick in the County of Stafford*, whereby the Right of Nomination and Presentation of the Minister of the said Chapel was confirmed to the said Trustees, and certain Regulations with respect to the Meetings of the

said Trustees, the Nomination of the said Minister and new Trustees, were made, and pursuant to a Provision in the same Act contained a Part of the said Trust Estate in or near *Titford* aforesaid was sold for defraying the Expences of the said Act: And whereas by certain other Indentures of Lease and Release, bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *August* One thousand eight hundred and thirty-eight, the Release made between the said *Wyrley Birch, Egerton Arden Bagot, and Thomas Hanson* of the one Part, and *William Earl of Dartmouth, George Augustus Frederick Earl of Bradford, Sir Francis Lawley Baronet, William Stratford Dugdale Esquire, Isaac Spooner Esquire, James Taylor Esquire, and Henry Goodrich Willett Esquire*, of the other Part, reciting, amongst other things, the Erection of a Chapel at *Smethwick* aforesaid in such Manner as by the said Indenture of the Thirtieth Day of *May* One thousand seven hundred and nineteen is directed, and the Payment to the said *Mary Halfpenny* of the said Annuity during her Life; and also reciting the said Act of the Fifty-fifth Year of the Reign of His Majesty King *George* the Third, and the Sale thereby authorized; and also reciting the Deaths of the said *Jervoise Clarke Jervoise, George Birch, Isaac Spooner, Dugdale Stratford Dugdale, Abraham Spooner Lillingston, Sir Robert Lawley, and Heneage Legge*, whereby the Residue of the said Trust Estates were become legally and absolutely vested in the said *Wyrley Birch, Egerton Arden Bagot, and Thomas Hanson*, by Survivorship; it is witnessed, that the said *Wyrley Birch, Egerton Arden Bagot, and Thomas Hanson*, in pursuance of the Trusts reposed in them, and for vesting the Residue of the said Trust Estates not sold and conveyed as aforesaid in new Trustees, in conformity with the Directions of the said first therein-recited Indenture of Release, and the said therein in part recited Act of Parliament, did by that Deed by them duly executed, and attested by the Two credible Persons whose Names are thereupon indorsed as Witnesses, appoint the said *William Earl of Dartmouth, George Augustus Frederick Earl of Bradford, Sir Francis Lawley, William Stratford Dugdale, Isaac Spooner, James Taylor, and Henry Goodrich Willett* to be Trustees in the Room of the said *Jervoise Clarke Jervoise, George Birch, Isaac Spooner, Dugdale Stratford Dugdale, Abraham Spooner Lillingston, Sir Robert Lawley, and Heneage Legge* deceased; and it is further witnessed, that for the Consideration therein mentioned they the said *Wyrley Birch, Egerton Arden Bagot, and Thomas Hanson*, and each and every of them, did grant, bargain, sell, alien, release, and confirm unto the said *William Earl of Dartmouth and George Augustus Frederick Earl of Bradford*, their Heirs and Assigns, all those the said several Messuages, Cottages, Farms, Lands, Tenements, Hereditaments, and Premises comprised and mentioned in the said first therein-before in part recited Indenture of Release and the said Act of Parliament, and which are in the same Indenture of Release limited in Use to the said *Sir Charles Holte, Sir Henry Gough, Charles Jennens, Benjamin Grevis, George Birch, Henry Hinckley, John Hinckley, Edward Homer, Edward Hare, and Randall Bradburne*, their Heirs and Assigns for ever, with all and singular the Appurtenances to the same or any Part thereof belonging, (except the Messuage, Land, and Premises comprised in the Schedule

Indentures
of Lease and
Release,
28th and
29th Aug.
1838.

to

Power to
lease the
Mines under
the Lands
comprised in
the Schedule
to this Act.

to the said Act, and so sold and conveyed as aforesaid,) to hold the same (except as aforesaid) to the said *William* Earl of *Dartmouth* and *George Augustus Frederick* Earl of *Bradford*, their Heirs and Assigns, to the Use and Behoof of the said *Wyrley Birch*, *Egerton Arden Bagot*, *Thomas Hanson*, *William* Earl of *Dartmouth*, *George Augustus Frederick* Earl of *Bradford*, *Sir Francis Lawley*, *William Stratford Dugdale*, *Isaac Spooner*, *James Taylor*, and *Henry Goodrich Willett*, their Heirs and Assigns for ever, nevertheless unto, for, and upon such Trusts, Intents, and Purposes as are in and by the first therein-above in part recited Indenture of Release, the Will of the said *Dorothy Parkes*, and the said therein in part recited Act of Parliament mentioned, expressed, and declared of and concerning the same, so far as the same Trusts, Purposes, Powers, and Authorities were then subsisting undetermined and capable of taking effect: And whereas it is believed there are divers Mines of Coal, Ironstone, Lime, Clay, and other Mines and Minerals of considerable Value within and under the Lands so granted and conveyed by the said *Dorothy Parkes* upon Trust as aforesaid, or some Parts thereof, which might be opened and worked to advantage, and that the whole or Parts of the same Lands are conveniently situated and well adapted for building upon: And whereas the Income of the said Trust Estate and Property would be improved, and the Objects of the said Trusts promoted, if Power were given to the said Trustees to demise, on Royalty or otherwise, the said Mines and Minerals, and to grant Building Leases of all or any Part of the said Trust Estates: And whereas the Purposes aforesaid 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 *William* Earl of *Dartmouth*, *George Augustus Frederick* Earl of *Bradford*, *Wyrley Birch* Esquire, the Reverend *Egerton Arden Bagot* Clerk, *Thomas Hanson* Esquire, *Sir Francis Lawley* Baronet, *William Stratford Dugdale* Esquire, *Isaac Spooner* Esquire, *James Taylor* Esquire, and *Henry Goodrich Willett* Esquire, their Heirs and Assigns, and the Trustees for the Time being of the said Trust Estates, of the said *Dorothy Parkes*, or the major Part of them, by Indentures or Indenture under their Hands and Seals, to be sealed and delivered by them in the Presence of One or more credible Witness or Witnesses, from Time to Time to demise or lease, to any Person or Persons willing to take the same, all or any of the Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals and Substances, already found or discovered, or which may be found or discovered, in, under, or upon all or any Part of the said Trust Estates, Lands, and Premises mentioned and comprised in the Schedule to this Act, either with or without any Messuages, Buildings, or Hereditaments convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, for any Term of Years not exceeding Ninety-nine Years, to take effect in possession, or within Three Years from the
Date

Date of each Lease respectively, together with full and free Liberty, Power, and Authority to search, bore, dig, drive, sink for, discover, win, work, get, and raise the said Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals and other Substances, and for those Purposes from Time to Time to sink, drive, carry, and make Pits, Shafts, Drifts, Tunnels, Soughs, Levels, Drains, Trenches, Sluices, Way-gates, Gutters, Watergates and Watercourses, and other subterraneous Works, in and under the said Trust Estates, Lands, and Premises, and to erect, build, and construct any Steam Engines, Furnaces, or Kilns, Engines, Mills, or Gins, and other Machinery, upon the said Lands, and to use, occupy, maintain, and amend the same in such Manner as shall be necessary or expedient, and to use all other lawful Ways and Means whatsoever, whether in present Use or of future Invention, as well for the finding, discovering, winning, working, getting, and raising of the said Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals and other Substances, forth and out of the said Mines and Quarries, as for draining or discharging or carrying Water or foul or noxious Air from forth and out of the same; and also full and free Liberty of Outstroke and Instroke in, to, or from any adjoining Coal, Ironstone, and other Mines and Quarries; and also full and free Liberty, Power, and Authority to take and use sufficient Ground Room and Pit Room for bringing to bank, stacking, and depositing, laying, placing, converting into Coke, smelting, calcining, working, and manufacturing of the Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and other Substances, which shall from Time to Time proceed from or be won, raised, wrought, dug, or gotten out of the same Mines and Quarries, and also with full and sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and their respective Executors, Administrators, and Assigns, and their Agents, Workmen, and Servants, from Time to Time, during the Continuance of the Term or Terms of Years to be by such Demise or Lease respectively granted or created, to take, lead, and carry away, with Horses, Carts, Wains, Waggons, and Carriages, all the Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and other Substances, to be wrought, won, or gotten in, from, forth, and out of the said Mines and Quarries thereby to be demised or leased; and also full and free Liberty, Power, and Authority to erect, build, cut, form, construct, set up, lay down, use, and occupy all such Houses, Hovels, Sheds, Buildings, or Erections, Engines, Furnaces, Forges, Foundries, Canals, Railways or Tramroads, Waggon Ways and other Ways or Roads, Weighing Machines or other Machines, Conveniences, Devices, Inventions, and Works whatsoever, already in use or hereafter to be invented, as shall from Time to Time be necessary or expedient or convenient for the standing, lying, and placing of Workmen, Workshops, Works, and Utensils, and for the working and carrying on of the Works of the said Mines and Quarries respectively, and for the taking, leading, and carrying away the said Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals, Earth, Rubbish, and other Substances, and also from Time to Time to remove, take, and carry away all or any

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of the Steam Engine or other Engines, Furnaces, Forges, Foundries, and other Buildings and Erections, Railways, Waggon Ways and other Ways, Weighing Machines and other Machines, at his or their Will and Pleasure, and also to dig and get up Stones, Sods, or Clay for making and building such Houses and other Buildings as aforesaid, and to erect Kilns, and burn Bricks and Lime, and generally to do whatsoever shall be needful or requisite for, in, or about the winning, working, obtaining, getting, washing, cleansing, and smelting of Ironstone and other Minerals and Substances, and for the manufacturing and carrying away the same; or with such of the same Powers and Privileges as the Persons or Person making such Demise or Lease shall deem it necessary or expedient to give or grant; so as by such Demises or Leases there be respectively reserved and made payable such fixed or fluctuating Rent or Rents, Sum or Sums of Money, whether annual or in gross or by way of Anticipation, and payable at One Time or several Times, or otherwise, and such Tolls, Duties, Royalties, and Reservations, by the Acre or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably had or gotten for the same, and also a Surface or Farm Rent for the Lands which may be occupied for such Mining Purposes; and so as in every such Demise or Lease as aforesaid there be contained a Condition or Power of Re-entry, or a Power to make void or determine the same, in case the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, or Reservations thereby respectively reserved and made payable, or any of them, or any Part thereof, shall be unpaid by the Space of Twenty-one Days, or some other reasonable Time to be therein specified; and so as the respective Lessee or Lessees also execute Counterparts of all such Demises or Leases as shall be made to them respectively (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 enter into such Covenants and Agreements as the Persons or Person making such Demises or Leases respectively shall deem expedient, for the working and managing the said Mines and Works, and for rendering and paying the Rent or Rents, Sum or Sums of Money, Tolls, Duties, Royalties, and Reservations thereby to be reserved and made payable; and generally that in and by such Demises or Leases respectively there shall and may be reserved or contained any other Reservations, Covenants, Agreements, Provisoes, or Stipulations whatsoever which are usual in Leases granted of Mines in the said Counties of *Stafford*, *Salop*, and *Worcester*, or either of them, or which shall or may be deemed necessary or expedient for providing for the due working and Management of any Mines and Quarries so to be demised or leased, or any Works belonging thereto.

Application
of Rents, &c.

II. And be it enacted, That the Rents, Sums of Money, Royalties, Instalments, Payments, or Reservations, which shall be reserved or made payable to the Trustees of the said Trust Estates, in or by any Lease or Leases to be granted under the Powers or Authorities of this Act of the said Mines, Layers, Veins, Seams, Beds, and Strata of Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals and other Substances, shall in the first place be paid and applied in discharge of the Costs, Charges, and Expences which may have been incurred

incurred in obtaining and passing this Act and incidental thereto, together with Interest thereon from One Month after the passing of this Act, and in making and completing the Lease or Leases of the Hereditaments hereby authorized to be leased, and in surveying and measuring, from Time to Time, the said Mines and Hereditaments, and ascertaining the Quantities of Coal, Ironstone, Clay, Sand, Limestone and other Stone, Minerals and other Substances, to be dug or gotten by virtue of any such Lease or Leases which may be granted in pursuance of this Act, and the Surplus or Remainder of the aforesaid Rents, Royalties, Instalments, Payments, or Reservations arising from such Mines after the Payments by this Act directed to be made as aforesaid shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of Her Majesty's High Court of Chancery, to be placed to his Account there *ex parte* "The Trustees of the Chapelry of *Smethwick*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign 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.

III. And be it enacted, That the Purchase Money, when so paid into the Bank to the Credit of the Accountant General of the Court of Chancery as aforesaid, shall be laid out and invested, under the Direction and with the Approbation of the said Court, to be signified by an Order to be obtained upon Petition to be preferred in a summary Way by the said Trustees, in the Purchase of Manors, Messuages, Farms, Lands, Tenements, and Hereditaments to be situate in some Part of *England*, to be settled, conveyed, surrendered, and assured unto and to the Use of the Trustees for the Time being of the Trust Estates of the said *Dorothy Parkes*, but and upon the same Trusts, and under and subject to the same Limitations, Terms, and Conditions, as the said Estates so granted and conveyed to the said Trustees originally by the said *Dorothy Parkes*, and now vested in the present Trustees as aforesaid, as are now subsisting and capable of taking effect; or otherwise it shall be lawful for the said Trustees from Time to Time to lay out and invest the same Surplus or Remainder of the aforesaid Rents, Royalties, Instalments, Payments, or Reservations arising from such Mines in any of the public Funds or Securities of *Great Britain*, or on Mortgage of Freehold or Copyhold Lands situate in some Part of *England*, in the Names of the Trustees for the Time being of the said Trust Estates.

Purchase Money to be invested under the Direction of the Court of Chancery.

IV. And be it enacted, That in the meantime and until the said Money shall be invested as aforesaid the same shall from Time to Time be laid out, by the Accountant General of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Interest arising from the Monies so laid out in the said Navy, Victualling, or Exchequer Bills shall be paid to the Incumbent for the Time being of the said Chapelry, subject to the Trusts and Conditions of the said Trust Deeds and Will; provided that it shall be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, (if necessary,) that whenever the

Until Purchase made the Money to be invested in Exchequer Bills.

Navy,

Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Navy, Victualling, or Exchequer Bills shall be issued, such new Navy, Victualling, or Exchequer Bills may be received in exchange for those which are in the Course of Payment as shall be effectual for enabling such Receipt in exchange; all which said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall from Time to Time be deposited in the Bank in the Name of the said Accountant General of the Court of Chancery, and shall there remain until the same shall, upon a Petition to be preferred to the said Court in a summary Way by the said Trustees, be ordered to be sold by the said Accountant General for the completing of any Purchase or Purchases hereby authorized to be made as aforesaid, in such Manner as the said Court shall think just and meet.

Application of the Income arising from Proceeds when invested.

V. And be it enacted, That the Rents, Income, Dividends, Interest, or Proceeds of the said surplus Rents, Royalties, Instalments, Payments, and Reservations aforesaid, so to be invested as aforesaid, shall from Time to Time be paid by the said Trustees for the Time being to the Incumbent of the said Chapel of *Smethwick*, nevertheless subject to all the Limitations, Terms, and Conditions under which the said Incumbent is entitled to and can continue to enjoy the Rents and other Revenues of the said Trust Estates.

Power to grant Building Leases.

VI. And be it enacted, That it shall be lawful for the said Trustees, their Heirs and Assigns, and the Trustees for the Time being of the said Trust Estates, or the major Part of them, by Indentures or Indenture under their Hands and Seals, to be sealed and delivered by them in the Presence of One or more credible Witness or Witnesses, from Time to Time to demise or lease all or any of the said Trust Estates, 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 Six Months next after the making thereof at the furthest, to any Person or Persons whomsoever who shall be willing to erect and build any Houses or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, 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 Land or Ground for Pleasure Grounds, Paddocks, or Plantations, for detached Villas, or for Gardens, Yards, and other Conveniences to Buildings erected and built or to be erected and built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground 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

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 or Ground 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 or Ground 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 or Ground 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 Improvement of the said Land and Estate, or to be sold and disposed of, as may be agreed upon; and also with or without Liberty for the Lessees to sink or search for any Mines, Minerals, or Quarries in or under any Part of the Land or Ground comprised in such Leases; and also with or without any other Liberties or Privileges which to the said Trustees may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there 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 reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and so that every such Lease be made without taking, for or in respect of making the same, any Fine, Premium, or Foregift, (save and except any Sum or Sums of Money which the Lessors may think it desirable, for the Purposes of defraying in part or in the whole the Expences of this Act, for the Lessee or Lessees to advance in anticipation of any such Rents,) or any thing in the Nature of a Fine, Premium, or Foregift, beyond and having regard to the Money agreed to be expended by the Lessee or Lessees in building upon and improving the Premises, or which may be derived from the Sale or Disposition of any Timber, Gravel, Sand, Bricks, Earth, and Clay, and other Earth or Clay, or any Bricks or Tiles or other Wares which may be made therewith; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there 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 so that in every such Lease made for the Purpose of having Buildings repaired

[*Private.*]

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 so that 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 and 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 so that in every such Lease there 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; and 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 Waste, save so far as may be necessary for the Purposes hereby authorized.

General
Saving.

VII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all other Person and Persons claiming or to claim under the said Indentures of Lease and Release of the Twenty-ninth and Thirtieth Days of *May* One thousand seven hundred and nineteen, all such Estate, Right, Title, Interest, Claim, and Demand (other than and except such and so far as the same are meant and intended by this Act to be altered, barred, or destroyed,) 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.

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

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

The SCHEDULE to which the foregoing Act refers.

Tenants Names.	Situation and Description.	Quantities, more or less.	Totals.
<i>In the Parish of Harborne in the County of Stafford.</i>			
		A. R. P.	A. R. P.
Mary Scott	Chapel, Chapel Yard, &c., formerly Part of Barley Croft	-	1 0 0
Rev. Edward Dales	Schoolhouse and Gardens, formerly Part of Barley Croft	-	0 0 36
	Parsonage-house, Offices, and Garden	-	0 3 36
Thomas Holloway	House Piece, formerly House Croft, Part of Barn Close, and Fur Leasow, Little Leasow, and Horse Close	6 0 9	
	Little Leasow, formerly Part of Fur Leasow	1 1 15	
	Ocker Meadow, formerly Howcomer Meadow	4 2 7	
	Malt-house Close, formerly Morris's Close and Pingle	5 2 28	
	Plantation	0 0 10	
	Homestead and Two Fordroves	1 1 4	
	House Meadow	4 3 27	
	Shop Leasow, formerly Rich Yew Tree and Near Hole's Lane Leasows	9 1 37	
	Coneyberry Leasow	4 1 31	
	Gorstey Leasow, formerly Two Ox Closes	5 3 2	
	Long Leasow	5 0 24	
	Square Leasow, formerly Close and Round Leasow	6 1 0	
	High Stile Piece, formerly Cinque Foil and Dry Leasows	9 0 13	
	Smethwick Leasow, formerly Two Smethwick Closes	8 0 0	
Two Stile Piece, formerly Far Hales Lane Leasow	4 0 2	77 0 5	
Birmingham Canal Company	Land taken from House Piece for the Purpose of a Reservoir for Supply of Canal, formerly Part of Barn Close and Fur Leasow	1 1 29	
	Part of School Croft for the same Purpose, formerly Part of Barn Close	0 2 10	1 3 39
William Peat	Far Farm Piece, formerly the Farm	7 3 8	
	Near ditto	4 1 26	12 0 34

Tenants Names.	Situation and Description.	Quantities, more or less.	Total.
<i>In the Parish of Halesowen in the County of Worcester.</i>			
Executors of Henry Newby; viz.— Thomas Newby John Newby	Archer's Close	A. R. P. 3 2 16	18 2 20
	Big Piece, formerly Two Clover Closes	5 2 2	
	High Piece, formerly Shop, Crop, and Broomy Leasow	4 3 16	
	Derry Meadow, formerly Moors and Porter's Meadow	4 2 26	
<i>In the Parish of Halesowen in the County of Salop.</i>			
John Whitehouse	Cow Leasow	2 2 20	17 1 35
	Green Meadow, formerly Cow Leasow	3 1 28	
	Corn Croft	5 0 11	
	Earthen Leasow, formerly Little Ox Leasow	3 3 36	
	The Hearts, or Little Heath, formerly Little Ox Leasow	2 1 20	
	Half of Road	0 1 7	0 3 31
	Ditto	0 2 4	
	Ditto	0 0 20	

Geo. Barker.