



ANNO QUARTO & QUINTO

# GULIELMI IV. REGIS.

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## Cap. 33.

An Act to authorize the Sale of Lands settled for the perpetual Augmentation of the Curacy of *Oldbury* in the County of *Salop*.

[25th July 1834.]

**W**HEREAS by an Indenture of Release bearing Date on or about the Twenty-fourth Day of *October* in the Year One thousand seven hundred and eighty-nine (grounded on a Lease for a Year dated the preceding Day), made between *Edward Carver* of *Birmingham* in the County of *Warwick*, Esquire, of the First Part, *Joseph Haythorne* of the City of *Bristol*, Whithawer, of the Second Part, *Ebenexer Coombs* of *Corsley* in the County of *Wilts*, Clothier, and *Mary* his Wife, of the Third Part, the Governors of the Bounty of *Queen Anne* for the Augmentation of the Maintenance of the Poor Clergy, of the Fourth Part, and the Reverend *John Parkes* Clerk, then Curate of the Curacy of *Oldbury* in the said County of *Salop* and Diocese of *Worcester*, of the Fifth Part, after reciting, that in the Year of our Lord One thousand seven hundred and sixteen the said Governors agreed to augment by Benefaction the Curacy of *Oldbury* aforesaid with the Sum of Two hundred Pounds out of their Revenue, in conjunction with Chancellor *Lloyd* and Archdeacon *Worth*, who gave the like Sum of Two hundred Pounds towards the Augmentation of the said Curacy, and paid the same into the Revenue of the said Governors for that Purpose, which said Two Sums (making together the Sum of Four hundred Pounds) had been then since laid

Indenture  
of Release,  
24th October  
1789.

[Private.]

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out in a Purchase of Lands, Tithes, and other Hereditaments, for the perpetual Augmentation of the said Curacy; and reciting, that in the Year of our Lord One thousand seven hundred and sixty-three the said Governors agreed to augment the said Curacy by Lot, with the further Sum of Two hundred Pounds out of their Revenue, and in the Year of our Lord One thousand seven hundred and eighty-eight they agreed to augment the said Curacy a Second Time by Lot with the further Sum of Two hundred Pounds out of their Revenue, which said Two last-mentioned Sums (making together the Sum of Four hundred Pounds) had been ordered by the said Governors to be in like Manner laid out in the Purchase of Lands, Tithes, or other Hereditaments to be settled for the further perpetual Augmentation of the said Curacy according to the Rules and Orders made and established by Letters Patent under the Great Seal of *Great Britain*, and in pursuance of the Trust in the said Governors reposed for the Distribution of the said Bounty; and reciting, that the Closes or Parcels of Land and Premises therein-after described, and intended to be thereby granted and conveyed, had, upon due Inquiry and Examination into the Value and other Circumstances thereof, been found and approved of by the said Governors to be convenient for the further perpetual Augmentation of the Curacy of *Oldbury* aforesaid, and of the Value of Three hundred and fifty Pounds, which was the Sum agreed upon for the Purchase of the same, and that there would then remain in the Hands of the said Governors the Sum of Fifty Pounds to be thereafter laid out in a further Purchase for the Augmentation of the said Curacy; it is witnessed, that in consideration of the Sum of One hundred and seventy-five Pounds to the said *Edward Carver* paid by the said Governors, and also in consideration of the Sum of One hundred and seventy-five Pounds to the said *Joseph Haythorne* paid by the said Governors (with the Approbation of the said *Ebenezer Coombs* and *Mary* his Wife, testified as therein mentioned), and for the nominal Consideration therein expressed, and for conveying and assuring the Closes or Parcels of Land and Hereditaments therein-after mentioned and described for the further perpetual Augmentation of the Curacy of *Oldbury* aforesaid, he the said *Joseph Haythorne* (by the Direction of the said *Ebenezer Coombs* and *Mary* his Wife, testified as therein mentioned), and also the said *Edward Carver* and *Ebenezer Coombs* and *Mary* his Wife, by the Direction of the said Governors (testified as therein mentioned), did and each of them did (according to their several and respective Estates and Interests therein or in any Part thereof) grant, bargain, sell, release, and confirm unto the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid, all those Six several Closes, Pieces, or Parcels of Arable, Meadow, or Pasture Land or Ground, then commonly called or known by the several and respective Names of *Underhill's Meadow*, *Middle Leasow*, *Little Meadow*, *Over Leasow* (theretofore in Two Closes or Pieces), *Gosty Piece*, and *Pool Acre*, all which said Six Closes, Pieces, or Parcels of Arable, Meadow, and Pasture Land or Ground, containing by Estimation Fifteen Acres One Rood and Eleyen Perches or thereabouts, were the same more or less, were mentioned to be situate, lying, and being in *Oldbury* in the Parish of *Halesowen* in the said County of *Salop*, and to be bounded on the South-east Side thereof



by a Road or Highway called *Pope's Lane*, on the North-west Side thereof by the Lands then or then late of *Whyley, Marsh*, and the Co-heirs of *William Freeth* Gentleman, deceased, at the North-east End thereof by the Land of *Mytton*, and at the South-west End thereof by the Road or Highway leading from *Oldbury Green* towards *Rood End*; to hold the same, with the Appurtenances, unto and to the Use of the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid for ever, for the further perpetual Augmentation of the said Curacy; and after reciting, that the said Closes, Pieces, or Parcels of Land, Hereditaments, and Premises so purchased and therein-before granted, released, and confirmed as aforesaid, or intended so to be, did arise from and out of the Bounty given and granted by Her late Majesty Queen *Anne*, and had been purchased with the Sum of Three hundred and fifty Pounds (Part of the Sum of Four hundred Pounds) arising from such Bounty, the said Governors, by virtue and in pursuance of the last Clause in an Act of Parliament passed in the First Year of the Reign of His Majesty King *George* the First, intituled *An Act for making more effectual Her late Majesty's gracious Intentions for augmenting the Maintenance of the Poor Clergy*, did by the Indenture now in recital allot and apply to the Church or Chapel of *Oldbury* aforesaid all and singular the said Closes or Parcels of Land, Hereditaments, and Premises, with their Appurtenances, and did thereby declare that the same should for ever thereafter be annexed to the said Church or Chapel of *Oldbury*, and should be from thenceforth held and enjoyed and go in succession with such Church or Chapel for ever: And whereas by an Indenture of Bargain and Sale bearing even Date with the said herein-before in part recited Indenture of Release (duly inrolled in the High Court of Chancery on or about the Fourth Day of *January* One thousand seven hundred and ninety), and made between the same Persons as are Parties to the herein-before in part recited Indenture of Release, it is witnessed, that in consideration of the Sum of One hundred and seventy-five Pounds to the said *Edward Carver* paid by the said Governors, and also in consideration of the Sum of One hundred and seventy-five Pounds to the said *Joseph Haythorne* paid by the said Governors, with the Approbation of the said *Ebenexer Coombs* and *Mary* his Wife, testified as therein mentioned, and which said Sums of One hundred and seventy-five Pounds and One hundred and seventy-five Pounds are the same Sums as are mentioned to be paid to the said *Edward Carver* and *Joseph Haythorne* respectively in and by the said herein-before in part recited Indenture of Release; and for the nominal Consideration therein expressed, and for conveying and assuring the said Closes or Parcels of Land and Hereditaments for the further perpetual Augmentation of the Curacy of *Oldbury* aforesaid, he the said *Joseph Haythorne*, by the Direction of the said *Ebenexer Coombs* and *Mary* his Wife, testified as therein mentioned, and also the said *Edward Carver* and *Ebenexer Coombs* and *Mary* his Wife, by the Direction of the said Governors, testified as therein mentioned, did and each of them did (according to their several and respective Estates and Interests therein or in any Part thereof) grant, bargain, sell, and confirm unto the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid, all those Six several Closes, Pieces, or Parcels of Arable, Meadow,

1 G. 1. c. 10.

Indenture of Bargain and Sale, same Date.

or



or Pasture Land or Ground comprised in and conveyed by the said herein-before in part recited Indenture of Release, and by the same Description as in the said Indenture of Release is contained; to hold the same, with the Appurtenances, unto and to the Use of the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid for ever, for the further perpetual Augmentation of the said Curacy; and after reciting, that the Closes, Pieces, or Parcels of Land, Hereditaments, and Premises so purchased, and therein-before granted, bargained, sold, and confirmed as aforesaid, or intended so to be, did arise from and out of the Bounty given and granted by Her late Majesty Queen *Anne*, and had been purchased with the Sum of Three hundred and fifty Pounds (Part of the Sum of Four hundred Pounds) arising from such Bounty, the said Governors, by virtue and in pursuance of the last Clause in an Act of Parliament passed in the First Year of the Reign of His Majesty King *George* the First, intituled

1 G. 1. c. 10. *An Act for making more effectual Her late Majesty's gracious Intentions for augmenting the Maintenance of the Poor Clergy*, did by the Indenture now in recital allot and apply to the Church or Chapel of *Oldbury* aforesaid all and singular the said Closes or Parcels of Land, Hereditaments, and Premises, with their Appurtenances, and did thereby declare that the same should for ever thereafter be annexed to the said Church or Chapel of *Oldbury*, and should be from thenceforth held and enjoyed and go in succession with such Church or Chapel for ever:

And whereas by an Indenture of Bargain and Sale bearing Date on or about the Nineteenth Day of *April* in the Year One thousand seven hundred and ninety-one (duly inrolled in the High Court of Chancery on the Second Day of *May* in the same Year), and made between *James Bourne* of *Dudley* in the County of *Worcester*, Gentleman, and *Benjamin Woolley* of *Dudley* aforesaid, Ironmonger, of the First Part, the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy of the Second Part, and the before-named *John Parkes*, then Curate of the Curacy of *Oldbury* aforesaid, of the Third Part, reciting, that in the Year of our Lord One thousand seven hundred and sixteen the said Governors did agree to augment by Benefaction the Curacy of *Oldbury* aforesaid with the Sum of Two hundred Pounds out of their Revenue, in conjunction with Chancellor *Lloyd* and Archdeacon *Worth*, who gave the like Sum of Two hundred Pounds towards the Augmentation of the said Curacy, and paid the same into the Revenue of the said Governors for that Purpose, and that in the Year One thousand seven hundred and sixty-three the said Governors agreed to augment the said Curacy by Lot with the further Sum of Two hundred Pounds out of their Revenue, and in the Year One thousand seven hundred and eighty-eight they agreed to augment the said Curacy a Second Time by Lot with the further Sum of Two hundred Pounds out of their Revenue, which said Four several Sums amounted altogether to the Sum of Eight hundred Pounds; and reciting, that the Sum of Seven hundred and fifty Pounds, Part thereof, had been then since laid out in One or more Purchase or Purchases of Lands, Tenements, Tithes, or other Hereditaments for the perpetual Augmentation of the said Curacy, leaving in the Hands of the said Governors the Sum of Fifty Pounds to be thereafter laid out in like Manner; and reciting, that in the Year One thousand seven hundred and

Indenture of  
Bargain and  
Sale, 19th  
April 1791.



and eighty-nine the said Governors agreed to augment the said Curacy a Third Time by Lot with the further Sum of Two hundred Pounds out of their Revenue, which, together with the said Sum of Fifty Pounds (Residue of the said Sum of Eight hundred Pounds) remaining in the Hands of the said Governors as aforesaid (making the Sum of Two hundred and fifty Pounds), had been ordered by the said Governors to be in like Manner laid out in a Purchase of Lands, Tithes, or other Hereditaments to be settled for the further perpetual Augmentation of the said Curacy, according to the Rules and Orders made and established by Letters Patent under the Great Seal of *Great Britain*, and in pursuance of the Trust in the said Governors reposed for the Distribution of the said Bounty; and reciting, that the Messuage or Tenement and Buildings, Closes or Parcels of Land and Hereditaments, therein-after mentioned and described, and intended to be thereby granted and conveyed, with the Appurtenances, had, upon due Inquiry and Examination into the Value and other Circumstances thereof, been found and approved of by the said Governors to be convenient for the further perpetual Augmentation of the Curacy of *Oldbury* aforesaid, and of the Value of Two hundred and fifty Pounds, which was the Sum agreed upon for the Purchase of the same; it is by the Indenture now in recital witnessed, that in consideration of the Sum of Two hundred and fifty Pounds to the said *James Bourne* paid by the said Governors, and for the nominal Consideration therein expressed, and for conveying and assuring the Messuage or Tenement and Buildings, Closes or Parcels of Land, and Hereditaments, therein-after mentioned and described, for the further perpetual Augmentation of the Curacy of *Oldbury* aforesaid, he the said *Benjamin Woolley* (by the Direction of the said *James Bourne*, and with the Approbation and by the Direction of the said Governors, testified respectively as therein mentioned,) and also the said *James Bourne* (with the like Approbation and Direction of the said Governors, testified as aforesaid), did and each of them did (according to their Estates and Interests therein) grant, bargain, sell, and confirm unto the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid, all that Messuage, Tenement, or Dwelling House, with the Brewhouse, Barns, Stables, and Pigstye thereunto belonging, together with the Garden opposite to the said Messuage or Dwelling House and occupied therewith, and also all those Three Closes, Pieces, or Parcels of Land or Ground also belonging to the said Dwelling House and occupied therewith, and theretofore called *Shilvock's* otherwise *Shilburne's Leasows*, but then called by the several Names of the *Lower Leasow*, the *Old Upper Leasow*, and the *New Upper Leasow*, containing together by Estimation Five Acres or thereabouts (were the same more or less), which said Messuage, Tenement, Buildings, Lands, Hereditaments, and Premises were mentioned to be situate, lying, and being at a Place called *Long Lane*, in the Parish of *Halesowen* in the said County of *Salop*, and to have been then late in the Occupation of *Joseph Parish* or his Assigns, and then or then late in the Occupation of *James Hutton*, his Under-tenants or Assigns, and to be bounded by Land then or then late of *William Foley* at the one End, and the said Lane called *Long Lane* at the other End thereof; and which said Premises so intended to be thereby granted and conveyed were

[Private.]

formerly the Estate of *Joseph Shilvoek* otherwise *Shilburne* deceased, and by him purchased of and from *Joseph Greaves* and *Bridget* his Wife, and were afterwards the Estate of *Joseph Parish* Yeoman, who then lately sold the same unto the said *James Bourne*, and by Indentures of Lease and Release bearing Date the Twenty-third and Twenty-fourth Days of *March* One thousand seven hundred and eighty-nine duly granted and conveyed the same unto him the said *James Bourne* and the said *Benjamin Woolley*, their Heirs and Assigns, but as to the Estate of the said *Benjamin Woolley* therein, in Trust for the said *James Bourne*, his Heirs and Assigns; to hold the same, with the Appurtenances, unto and to the Use of the said *John Parkes* and his Successors, Curates of the Curacy of *Oldbury* aforesaid for ever, for the further perpetual Augmentation of the said Curacy; and reciting, that the said Messuage or Tenement and Buildings, Lands, Hereditaments, and Premises so purchased, and therein-before granted, bargained, and sold as aforesaid, or intended so to be, with the Appurtenances, did arise from and out of the Bounty given and granted by Her late Majesty Queen *Anne*, and had been purchased with the Sum of Two hundred and fifty Pounds arising from such Bounty, the said Governors, by virtue and in pursuance of the last Clause in the said Act of the First Year of the Reign of His Majesty King *George* the First herein-before referred to, did by the Indenture now in recital allot and apply to the Church or Chapel of *Oldbury* aforesaid the said Messuage or Tenement and Buildings, Closes or Parcels of Land, Hereditaments and Premises, with their Appurtenances, and did thereby declare that the same should for ever thereafter be annexed to the said Church or Chapel of *Oldbury*, and should be from thenceforth held and enjoyed and go in succession with such Church or Chapel for ever: And whereas by an Indenture bearing Date on or about the Twenty-first Day of *August* in the Year of our Lord One thousand eight hundred and thirty-three, and made between the Reverend *George Sproston* Clerk, then and now Curate of the Perpetual Curacy of *Oldbury* aforesaid, of the one Part, and the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy of the other Part, reciting, that the said *George Sproston*, pursuant to the Directions of an Act passed in the Seventeenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to promote the Residence of the Parochial Clergy by making Provision for the more speedy and effectual building, rebuilding, repairing, or purchasing Houses and other necessary Buildings and Tenements for the Use of their Benefices*, had obtained the Consent of the Ordinary of the said Diocese and the Patron of the said Church and Living to borrow and take up at Interest the Sum of Three hundred and ten Pounds, to be laid out and expended in building a Parsonage House and other necessary Offices and Out-buildings upon the Glebe belonging to the said Perpetual Curacy, as appeared by an Instrument signed by the said Ordinary and Patron thereunto annexed; and reciting, that the said Governors had agreed to lend and advance the Sum of Three hundred and ten Pounds upon a Mortgage of the Glebe, Tithes, Rents, and other Profits and Emoluments of the said Living, pursuant to the Direction and the true Intent and Meaning of the said Act; it is by the Indenture now in recital witnessed, that the said *George Sproston*, for the nominal Consideration

Mortgage to  
the Governors  
of Queen  
Anne's  
Bounty,  
21st August  
1833.

17 G. 3. c. 53.



Consideration therein expressed, and of the Sum of Three hundred and ten Pounds paid at or before the sealing and Delivery thereof into the Hands of *George Parker* Esquire, a Person nominated by the said Ordinary, Patron, and Incumbent to receive the same pursuant to the Directions of the said Act, did grant, bargain, sell, and demise unto the said Governors, their Successors and Assigns, all the Glebe Lands, Tithes, Rents, Moduses, Compositions for Tithe, Salaries, Stipends, Fees, Gratuities, and other Emoluments and Profits whatever arising, coming, growing, renewing, or payable to the Incumbent of the said Living in respect thereof, with all and every the Rights, Privileges, and Appurtenances thereunto belonging; to hold, receive, and take the same, with the Appurtenances, unto the said Governors, their Successors and Assigns, thenceforth for and during the Term of Twenty-five Years fully to be complete and ended, in as full, ample, and beneficial Manner, and with such Remedies and Powers for obtaining and recovering the same and every Part thereof, to all Intents and Purposes, as the said *George Sproston* or his Successors, Curates of the said Church, could or might or ought to have held, enjoyed, received, taken, or recovered the same if the Indenture now in recital had not been made; and in the Indenture now in recital is contained a Covenant by the said *George Sproston* for himself, his Heirs, Executors, and Administrators, with the said Governors, their Successors and Assigns, that he the said *George Sproston*, during the Time he should continue Curate of the said Parish and Parish Church, should and would pay or cause to be paid unto the said Governors, their Successors or Assigns, Interest for the said Sum of Three hundred and ten Pounds, or so much thereof as should remain due at the End of every Year to be computed from the Day of the Date of the Indenture now in recital, after the Rate of Three Pounds Ten Shillings *per Centum per Annum* by yearly Payments, the first of the said Payments to begin and be made on the Twenty-first Day of *August* then next, and also, at the several Times before mentioned for Payment of the Interest as aforesaid, should and would pay or cause to be paid the Sum of Five Pounds *per Centum per Annum* of the said Principal Money of Three hundred and ten Pounds, in case the said *George Sproston* should be resident upon the said Living for the Time mentioned in and according to the true Intent and Meaning of the said Act, and in case the said *George Sproston* should not reside upon the said Living during the Time mentioned in and according to the true Intent and Meaning of the said Act, he should pay or cause to be paid the Sum of Ten Pounds *per Centum per Annum* of the said Principal Money by such yearly Payments as aforesaid instead of the said Sum of Five Pounds *per Centum per Annum*, and should and would continue such respective Payments of the said Interest and on account of the said Principal Money as long as he should continue Curate of the said Parish and Parish Church, unless all the said Principal Money and Interest for the same should be sooner paid and discharged; and by the Indenture now in recital it is declared, that if the said *George Sproston* and his Successors should well and truly pay or cause to be paid the said Principal Money and Interest for the same in manner and at the Times aforesaid, according to the true Intent and Meaning of the same Indenture, and also all Costs and Charges which should have



have been occasioned by the Nonpayment thereof, the Indenture now in recital and every thing therein contained should cease and be void: And whereas the said Principal Sum of Three hundred and ten Pounds, together with the current Year's Interest thereon ending with the Twenty-first Day of *August* One thousand eight hundred and thirty-four, still remains due to the said Governors upon the Security of the said recited Indenture of Demise or Mortgage: And whereas the Right Honourable *William Henry* Baron *Lyttelton* is Patron of the Vicarage of the Parish and Parish Church of *Halesowen* in the said County of *Salop*, which is the Mother Church to which the said Curacy of *Oldbury* appertains, and the Right Reverend Father in God *Robert James* by Divine Permission Lord Bishop of *Worcester* is Ordinary of the said Curacy of *Oldbury*, and the Reverend *George Biggs* Clerk is now Vicar of the Vicarage of *Halesowen* aforesaid, and the before-named *George Sproston* is now Curate of the said Curacy of *Oldbury* aforesaid: And whereas there are divers Mines of Coal and other Minerals under the said Lands and Grounds so settled and conveyed for the perpetual Augmentation of the said Curacy of *Oldbury* as aforesaid, or under the greater Part thereof, which have never been opened, and the same are of great Value: And whereas by the said Act of Parliament passed in the First Year of the Reign of His late Majesty King *George* the First, 1 G. 1. c. 10. intituled *An Act for making more effectual Her late Majesty's gracious Intentions for augmenting the Maintenance of the Poor Clergy*, it was (amongst other Things) enacted, that it should and might be lawful, with the Concurrence of the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and the Incumbent, Patron, and Ordinary of any augmented Living or Cure, to exchange all or any Part of the Estate settled for the Augmentation thereof for any other Estate in Lands or Tithes of equal or greater Value, to be conveyed to the same Uses, but no Power is thereby given to sell such Estates: And whereas the perpetual Augmentation of the said Curacy of *Oldbury*, agreeably to the Intention of the said Benefactions of the said Governors, would be more effectually promoted if the said Estates so conveyed and settled for the Augmentation thereof as aforesaid could be sold, by reason that on account of the small Extent of the Property the Minerals cannot be otherwise made available for the perpetual Augmentation of the said Curacy, inasmuch as the said Mines of Coal and other Minerals under the same cannot be let to Advantage by the said *George Sproston* or any future Curate of the said Curacy for the Purpose of being opened and worked, by reason that no Curate of the said Curacy can by Law make any Lease of the said Lands and Grounds for a longer Term than that of his own Incumbency, and if the same could be so let the Income and Profit thereof could not on such letting be secured for the perpetual Augmentation of the said Curacy agreeably to the Intent of the Benefaction made by the said Governors as herein-before mentioned, so that such beneficial Purpose cannot be effectuated without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, the said *William Henry* Lord *Lyttelton*, the Patron of the said Vicarage of *Halesowen*, the said



*Robert James* Lord Bishop of *Worcester*, the Ordinary of the said Curacy of *Oldbury*, the said *George Biggs*, the Vicar of the Vicarage of the said Mother Church of *Halesowen*, and the said *George Sproston*, the Incumbent of the said Curacy of *Oldbury* as aforesaid, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That immediately after the passing of this Act it shall and may be lawful to and for the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and the Bishop of the said Diocese of *Worcester* for the Time being as Ordinary of the said Curacy of *Oldbury*, and the said *George Biggs* or other the Vicar of the said Vicarage of *Halesowen* for the Time being, and the said *George Sproston* or other the Curate of the said Curacy of *Oldbury* for the Time being, and they are hereby authorized and empowered, absolutely to sell and dispose of the said Messuages or Dwelling House, Closes and Parcels of Land or Ground, Hereditaments and Premises, conveyed and settled for the perpetual Augmentation of the said Curacy by the said recited Indentures respectively, and which are particularly described in the Schedule to this Act annexed, with all Mines of Coal and other Minerals lying under the said Closes or Parcels of Land or Ground or any Part thereof, either together or in Parcels, and by public Auction or private Contract, or partly in each Mode, unto any Person or Persons at and for the best Price or Prices in Money that can at the Time of such Sale or Sales be reasonably obtained for the same, and upon Payment of the Purchase Money for which the same or the respective Parts thereof shall be sold in manner herein-after mentioned, by Indentures of Lease and Release to convey and assure the same unto and to the Use of the Purchaser or respective Purchasers thereof, his, her, or their Heirs and Assigns, or as he or they shall direct, freed and absolutely discharged of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of or by the said *George Sproston*, the present Curate of the said Curacy of *Oldbury*, or any of his Successors, Curates as aforesaid, and of the said Governors and their Successors, as Mortgagees thereof as aforesaid, in or to the same.

Power to sell the Lands and Hereditaments settled for the Augmentation of the Curacy, as described in the Schedule.

II. And be it further enacted, That all and every the Sums and Sum of Money which shall arise from the Sales or Sale to be made in pursuance of this Act shall be paid by the Persons or Person to whom such Sales or Sale shall be made to the Treasurer for the Time being of the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and that the Receipts and Receipt of the said Treasurer shall from Time to Time be and be deemed and taken to be a good and effectual Discharge to such Persons or Person for the said Purchase Monies, or so much thereof for which such Receipts or Receipt shall be given; and after obtaining such Receipts or Receipt such Purchasers or Purchaser shall be absolutely acquitted and discharged of and from the Monies for which the same shall be given, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

Purchase Monies to be paid to the Treasurer of Queen Anne's Bounty.

[Private.]

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III. And



Provision for  
Expences of  
the Act, and  
carrying its  
Purposes into  
effect.

III. And be it further enacted, That a sufficient Part of the Monies to arise by such Sale or Sales as aforesaid shall be applied in paying and defraying the Costs and Expences preparatory to and attending or in anywise relating to the obtaining and passing of this Act, and the making of the Sales hereby directed, and of the carrying of the same into effect, and laying out of the Surplus of the said Purchase Monies, all such Costs and Expences to be settled and ascertained in the same Manner as other Costs and Expences paid by the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy are by their Rules and Regulations required to be ascertained and settled.

Surplus Pur-  
chase Monies  
to be applied  
to the per-  
petual Aug-  
mentation of  
the Curacy of  
*Oldbury*.

IV. And be it further enacted, That after Payment of such Costs and Expences the Residue of the Monies to arise from such Sale or Sales as aforesaid shall be by the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy invested in their Names in the Purchase of Three Pounds *per Centum* Bank Annuities, and be placed to the Credit of the said Curacy of *Oldbury*, and (subject as herein-after mentioned) be applied and disposed of for the perpetual Augmentation of the said Curacy of *Oldbury*, in such and the like Manner as the same would have been applicable in case the Amount thereof had been given or granted in Three Pounds *per Centum* Bank Annuities by the said Governors out of their Capital as a Benefaction to be applied to the Augmentation of the said Curacy.

Application  
of the Pro-  
ceeds until  
their Re-in-  
vestment in  
Land.

V. And be it further enacted, That until the Proceeds of the Investments of the Monies arising from such Sales as aforesaid shall be by the said Governors in pursuance of their Rules invested in the Purchase of Lands, Tenements, or Tithes to be settled for the perpetual Augmentation of the said Curacy of *Oldbury*, an adequate Part of the Dividends thereof shall and may be by the said Governors from Time to Time retained and applied in Payment and Discharge, as well of the Interest from Time to Time to become due upon the said Principal Sum of Three hundred and ten Pounds secured by the said recited Indenture of Mortgage, or upon the Balance thereof for the Time being due, as also of the annual Sum by way of Per-centage towards Liquidation of the Principal of the same Mortgage Debt, which the said *George Sproston*, or other the Curate for the Time being of the said Curacy of *Oldbury* is, under the said recited Indenture of Mortgage, or the said Act of the Seventeenth Year of the Reign of His late Majesty King *George* the Third, or One of them, bound or liable to pay; and the Residue of the said Dividends shall be paid and applied as Part of the Fruits and Emoluments of the said Curacy of *Oldbury*, in such Manner as the Rents of the said Messuages, Lands, and Hereditaments would have been applicable or would have been enjoyed in case the same Messuages, Lands, and Hereditaments had remained unsold; and if all or any Part of the Proceeds of the Three Pounds *per Centum* Bank Annuities so to be purchased as aforesaid shall, in pursuance of the Rules of the said Governors, be laid out in the Purchase of Lands, Tenements, or Tithes to be settled for the perpetual Augmentation of the said Curacy, whilst any Monies shall remain due to the said Governors for Principal, Interest, or Costs upon the Security of the said recited Indenture of Mortgage, the  
Lands,



Lands, Tenements, or Tithes so to be purchased as aforesaid shall be vested in and limited to the said Governors during the then unexpired Residue of the said Term of Twenty-five Years created by the said recited Indenture of Mortgage, in order to secure to them the Balance for the Time being so due to them for Principal, Interest, and Costs upon the Security of the said recited Indenture of Mortgage, and subject to such Proviso for Cesser or Redemption, and with such Powers, as contained in or given by the same Indenture.

VI. Saving always to the King's most Excellent Majesty, and to His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy and their Successors, the said Lord Bishop of *Worcester* and his Successors Bishops of the said Diocese of *Worcester*, and the said *William Henry* Lord *Lyttelton*, his Heirs and Assigns, Patron or Patrons for the Time being of the said Vicarage of *Halesowen*, and the said *George Biggs* and his Successors, Vicars of the said Vicarage of *Halesowen*, and the said *George Sproston* and his Successors, Curates of the said Curacy of *Oldbury*,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Messuages or Dwelling Houses, Closes or Parcels of Land or Ground, Hereditaments and Premises, hereby authorized to be sold, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made. General Saving.

VII. And be it further enacted, That this Act shall be printed by the several Printers to the King'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 to be printed by the King's Printers.



The SCHEDULE referred to by the foregoing Act.

No.	Names and Descriptions.	Contents.	Particular Totals.	General Total.
1.	New Glebe House and Garden - - - The above-mentioned Premises are in the Occupation of the Reverend George Sproston as Curate of the Perpetual Curacy of Oldbury.	1 1 13	1 1 13	
2.	Close, formerly in Two - - - -	5 1 6		
3.	Meadow - - - - -	4 3 23		
4.	Close - - - - - The last above-mentioned Premises are now in the Occupation of Mr. Thomas Underhill of Oldbury, Farmer, as Tenant from Year to Year, at the yearly Rent of £45.	3 1 22	13 2 11	
5.	House, Garden, and Close - - - -	1 3 32		
6.	Close - - - - -	1 1 6		
7.	Ditto - - - - -	1 2 28		
8.	Garden - - - - -	0 0 5		
			4 3 31	19 3 15

The last above mentioned Premises are now in the Occupation of Mr. William Farmer of Halesowen, Farmer, as Tenant from Year to Year, at the yearly Rent of £24.

*John Kempson.*

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