



ANNO SEXTO & SEPTIMO

# GULIELMI IV. REGIS.

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## Cap. 30.

An Act for authorizing a Sale of Glebe Lands belonging to the Vicarage of *Dudley* in the County of *Worcester*, and for other Purposes.

[28th July 1836.]

**W**HEREAS the Right Honourable *John William* late Earl of *Dudley* being seised for an Estate of Inheritance in Fee Simple in Possession of or having Power, under certain Indentures and Common Recoveries in his Will herein-after recited, referred to by his last Will and Testament in Writing or any Codicil or Codicils to be by him signed and published in the Presence of and attested by Three or more credible Witnesses, to appoint divers Manors and Estates of great Value in the Counties of *Worcester* and *Stafford* and elsewhere, and divers Advowsons, including the Advowson of the Vicarage of *Dudley* in the County of *Worcester*, made, signed, and published his last Will and Testament bearing Date the Twenty-sixth Day of *July* One thousand eight hundred and thirty-one, executed and attested in manner required by Law for rendering valid Devises of Freehold Estates, and also in manner required for a due Execution of the said Power of Appointment, and thereby directed, limited, and appointed that from and immediately after his Decease the Manors and other Hereditaments therein mentioned (including the Manors, Estates, and Advowsons in the said Indentures and Common Recoveries comprised) should go, remain, and be to and upon the several Uses and Trusts, and with and subject to the Powers and Provisoes therein-after limited and contained of and concerning

Will of Earl of Dudley, dated 26th July 1831.

[Private.]

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cerning the same; and the said Testator gave and devised unto the Right Honourable *George Earl of Aberdeen* and the Right Honourable *James Abercromby* (then Lord Chief Baron of His Majesty's Court of Exchequer in *Scotland*), their Heirs and Assigns, the Manors and other Hereditaments by him appointed as aforesaid, and all other Manors and Hereditaments therein mentioned, and all other (if any) the Manors, Freehold Messuages, Lands, Tenements, Mines, Advowsons, Plantations, Slaves, and Real Estates which he then was or at the Time of his Death should be seised of or in any Manner beneficially entitled to or interested in, either in Possession or Expectancy, and whether' at Law or in Equity, with their several Rights, Members, and Appurtenances, to hold the same unto the said *George Earl of Aberdeen* and *James Abercromby*, their Heirs and Assigns for ever, to the Use of the Heirs of the Body of him the said Testator, and in default of such Issue, as to the said Testator's Capital Messuage or Mansion House called *Himley Hall*, with the Appurtenances, to the Reverend *William Humble Ward*, afterwards the Right Honourable Baron *Ward*, since deceased, and his Assigns, for his Life, with Remainder to the Use of the said *George Earl of Aberdeen* and *James Abercromby*, and their Heirs, during the Life of the said *William Humble Ward*, in Trust to support the contingent Remainders, but without prejudicing the beneficial Interest of the said *William Humble Ward*; and as to all the Advowsons, Donations, Rights of Patronage and Presentation therein appointed and devised, to the Use of the Right Reverend *Henry Phillpotts D. D.*, Lord Bishop of *Exeter*, *Edward John Littleton* of *Teddesley Park* in the County of *Stafford*, Esquire, (now the Right Honourable *Edward John Baron Hatherton*) *Francis Downing* of *Dudley*, in the County of *Worcester*, Esquire, and *John Benbow* of *Lincoln's Inn* in the County of *Middlesex*, Gentleman, for the Term of Ninety-nine Years, to be computed from the Death of the said Testator, if the said *William Humble Ward* should so long live (which Term has determined by the Death of the said *William Humble Baron Ward*); and as to the Manors and all other the Hereditaments thereby appointed and devised, except the Hereditaments therein-before limited to the said *William Humble Ward* and his Assigns during his Life, and also except the Advowsons and other Premises comprised in the said determinable Term of Ninety-nine Years, to the Use that the said *William Humble Ward* and his Assigns might receive during his natural Life an annual Sum or yearly Rent-charge of Six thousand Pounds, to be charged upon and payable out of all and singular the said Manors and other Hereditaments thereby appointed and devised (except as aforesaid), with such Powers and Remedies for compelling Payment thereof as therein mentioned (which annual Sum or yearly Rent-charge of Six thousand Pounds has determined by the Death of the said *William Humble Baron Ward*); and as to the Manors and other Hereditaments thereby appointed and devised (except the Hereditaments therein-before limited to the said *William Humble Baron Ward* and his Assigns during his Life, and also except the Advowsons and other Premises comprised in the said determinable Term of Ninety-nine Years, subject to the Payment of the said yearly Rent-charge of Six thousand Pounds thereby limited to the said *William Humble Baron Ward* as aforesaid), and the Powers and Remedies for

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the Recovery thereof, to the Use of the said *Henry* Bishop of *Exeter*, *Edward John Littleton*, *Francis Downing*, and *John Benbow*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, to be computed from the Day of the Decease of the said Testator, without Impeachment of Waste, upon and for the Trusts, Intents and Purposes, and with, under, and subject to the Powers and Provisoes therein-after declared and contained of and concerning the same; and as to the Manors and other Hereditaments comprised in the said Term of Five hundred Years, and as to the Advowsons and other Premises comprised in the said determinable Term of Ninety-nine Years, after the respective Determinations of the said Terms, and in the meantime subject thereto and to the Trusts thereof respectively, to the Use of *William Ward* now *William* Baron *Ward* (the eldest Son of the said *William Humble Ward*), and the Assigns of him the said *William Ward*, during his natural Life, without Impeachment of Waste; with Remainder to the Use of the said *George* Earl of *Aberdeen* and *James Abercromby*, their Heirs and Assigns, during the natural Life of the said *William Ward*, upon Trust to support the contingent Remainders therein-after limited, but without prejudicing the beneficial Interest of the said *William Ward* in the said Premises; with Remainder to the Use of the First and every other Son of the Body of the said *William Ward* lawfully to be begotten, severally and successively according to their several Seniorities in Tail Male; with Remainder to the Use of *Humble Dudley Ward* (the Second and then only younger Son of the said *William Humble Ward*), and the Assigns of him the said *Humble Dudley Ward*, during his natural Life, without Impeachment of Waste; with Remainder to the said *George* Earl of *Aberdeen* and *James Abercromby*, their Heirs and Assigns, during the natural Life of the said *Humble Dudley Ward*, upon Trust to support the contingent Remainders therein-after limited, but without prejudicing the beneficial Interest of the said *Humble Dudley Ward* in the same Premises; with Remainder to the Use of the First and every other Son of the Body of the said *Humble Dudley Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the Third and every other subsequently born Son of the Body of the said *William Humble Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail Male; with Remainder to the Use of the First and every other Son of the Body of the said *William Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the First and every other Son of the Body of the said *Humble Dudley Ward* lawfully to be begotten severally and successively according to their respective Seniorities in Tail; with Remainder to the Use of the Third and every other subsequently born Son of the said *William Humble Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the Use of the First and every other Daughter of the Body of the said *William Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the Use of the First and every other Daughter of the said *Humble Dudley Ward* lawfully to be begotten, severally and successively



successively according to their respective Seniorities in Tail; with Remainder to the Use of *Susanna Julia Ward* (the then only Daughter of the said *William Humble Ward*), and the Assigns of her the said *Susanna Julia Ward*, during her natural Life, without Impeachment of Waste; with Remainder to the Use of the said *George Earl of Aberdeen* and *James Abercromby*, their Heirs and Assigns; during the natural Life of the said *Susanna Julia Ward*, upon Trust to support the contingent Remainders thereafter limited, but without prejudicing the beneficial Interest of the said *Susanna Julia Ward* in the said Premises; with Remainder to the Use of the First and every other Son of the Body of the said *Susanna Julia Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the First and every other Daughter of the Body of the said *Susanna Julia Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the Use of every subsequently born Daughter of the Body of the said *William Humble Ward* lawfully to be begotten, severally and successively according to their respective Seniorities in Tail; with Remainder to the Use of *Ferdinando Smith* of the *Grange* in the Parish of *Halesowen* in the County of *Salop*, Esquire, his Heirs and Assigns for ever; and it was thereby declared that the Manors and other Hereditaments thereby devised or limited to the said *Henry Bishop of Exeter*, *Edward John Littleton*, *Francis Downing*, and *John Benbow*, their Executors, Administrators, and Assigns, for the said Term of Five hundred Years, were so devised or limited to them upon the Trusts and with and subject to the Powers and Provisoos following; (that is to say,) upon Trust, in the first place, by Mortgage of the said Manors and other Hereditaments comprised in the said Term of Five hundred Years, or any Part thereof, or out of the Rents and Profits thereof, or by such other Ways or Means as should be found convenient, to raise such Sum or Sums of Money as should be sufficient to discharge and satisfy all such of the just Debts owing by the said Testator at his Decease, and such of the several pecuniary Legacies and Annuities which he might thereafter bequeath by any Codicil or Codicils to his said Will, whether witnessed or not (except any Legacies therein-after given for charitable Uses), and also all such of the therein-after mentioned voluntary Pensions or Annuities as his Personal Estate not thereby specifically bequeathed should be insufficient to satisfy, and to apply such Sum or Sums of Money in Payment of the said Debts, Legacies, Annuities, and Pensions, in aid of his said Personal Estate, accordingly; and upon Trust, in the second place, during the Term of Twelve Years, for which an Accumulation of Rents and Profits was therein-after directed, or such Part thereof as the said *William Ward* or any Issue Male of his Body, or the said *Humble Dudley Ward* or any Issue Male of his Body, or any other Issue Male of the said *William Humble Ward* should be in existence, and for the Time being entitled under the said Will to the Manors and Hereditaments comprised in the said Term of Five hundred Years, in Possession, or in Remainder immediately expectant on the Determination of the said Term, by and out of the Rents, Issues, and Profits of the said Manors and other Hereditaments comprised in the said Term of Five hundred Years to levy and raise any such



such annual Sum as the Trustees or Trustee for the Time being of the said Term of Five hundred Years should in their or his Discretion think fit, not exceeding the Sum therein-after mentioned, (that is to say,) during such Part of the said Term of Twelve Years as the said *William Humble Ward* should live, any annual Sum not exceeding Three thousand Pounds of lawful *British* Money, in case and while the Person for the Time being entitled to the same Manors and Hereditaments, in Possession, or in Remainder immediately expectant on the Determination of the said Term of Five hundred Years, should be under the Age of Twenty-five Years, or above that Age and unmarried, and any annual Sum not exceeding Five thousand Pounds of like lawful Money, in case or after the Person for the Time being should have attained or should attain the Age of Twenty-five Years, provided he should be then married, or if not, as soon after that Age as he should marry; and in case the said *William Humble Ward* should die within the said Term of Twelve Years, then during the Residue of the said Term any annual Sum not exceeding Three thousand Pounds of like lawful Money, in case and while the Person for the Time being entitled as aforesaid should be under the Age of Twenty-one Years, and any annual Sum not exceeding Eight thousand Pounds of like lawful Money in case or after the Person for the Time being entitled as aforesaid should have attained or should attain the Age of Twenty-one Years; and upon Trust to pay and apply the several annual Sums therein-before directed to be raised, or such one of them as should be for the Time being raiseable, for or towards the Maintenance, Education, or Support of the said *William Ward* or other the Person for the Time being entitled to the Manors and other Hereditaments comprised in the said Term of Five hundred Years, in Possession, or in Remainder immediately expectant on the Determination of the same Term under his the said Testator's Will, in such Manner as the Trustees or Trustee for the Time being of the said Term of Five hundred Years should in their or his Discretion think fit; and upon Trust, in the third place, by and out of the Rents, Issues, and Profits of the Manors and other Hereditaments comprised in the said Term of Five hundred Years, to levy and raise any such annual Sum as the Trustees or Trustee for the Time being of the said Term of Five hundred Years should think fit, not exceeding Five hundred Pounds apiece of lawful *British* Money for each and every of the Children of the said *William Humble Ward* (other than and except an eldest or only surviving Son, or an eldest or only surviving Daughter, for the Time being entitled to the Manors and other Hereditaments comprised in the said Term of Five hundred Years), in Possession, or in Remainder immediately expectant on the Determination of the same Term, in the meantime and until the same Child or Children, except as aforesaid, should respectively attain the Age of Twenty-one Years or die, or in the Instance of a Daughter or Daughters should marry under it; and upon Trust to pay and apply each and every of the annual Sums last therein-before directed to be raised for or towards the Maintenance, Education, or Support of the Child for whom the same should be so raised, in such Manner as the last-mentioned Trustees or Trustee for the Time being should in their or his Discretion think proper; and upon Trust, in the fourth place, when and as each

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and every of the Children of the said *William Humble Ward*, except an eldest or only surviving Son or Daughter, for the Time being entitled as aforesaid, should severally attain the Age of Twenty-one Years, or in the Instance of a Daughter or Daughters should marry under it, by and out of the Rents, Issues, and Profits, or by Mortgage, Sale, or other Disposition, or by any other reasonable Ways or Means, to levy and raise for and pay to each and every of the Sons of the said *William Humble Ward* who should attain the Age of Twenty-one Years (except an eldest or only surviving Son, for the Time being entitled as aforesaid,) the Sum of Twenty thousand Pounds apiece of lawful *British* Money, at which Age such Sum of Twenty thousand Pounds apiece should be vested in each and every of them; and also to levy and raise for and to pay to each and every of the Daughters of the said *William Humble Ward* who should attain the Age of Twenty-one Years, or marry under it, (except an eldest or only surviving Daughter, for the Time being entitled as aforesaid,) the Sum of Ten thousand Pounds apiece of lawful *British* Money, at which Age or Time such Sum of Ten thousand Pounds apiece should be vested in each and every of them; and the said Testator thereby declared that it should be lawful for the Trustees or Trustee for the Time being of the said Term of Five hundred Years, if they or he should so think fit, at any Time or Times after his the said Testator's Decease, and while all or any of the Sons of the said *William Humble Ward* should be under the Age of Twenty-one Years, to levy and raise by any of the Means aforesaid any Part or Parts of the eventual Portion or Portions of Twenty thousand Pounds apiece intended to be thereby provided for such younger Son or Sons of the said *William Humble Ward* as aforesaid, not exceeding in the whole for any One such younger Son the Sum of Five thousand Pounds in Part of his or their eventual Portion or Portions, and to apply the Money so to be raised for the Preferment, Advancement, or Benefit of the younger Son or Sons for whom the same should be so raised in such Manner as the Trustees or Trustee for the Time being of the said Term of Five hundred Years should in their or his Discretion think fit; and the said Testator did thereby further declare his Will to be, that it should be lawful for the Trustees or Trustee for the Time being of the said Term of Five hundred Years, during the Term of Twelve Years, to be computed from his the said Testator's Decease, if they or he should so think fit and proper, but not otherwise, to continue to work all or any Mines, Veins, Beds, and Quarries of Coal, Iron, Ironstone, Limestone, and other Mines and Minerals, whether metallic or earthy, which at the Time of his the said Testator's Decease should be open in or under all or any Part of the Manors, Messuages, Lands, and other Hereditaments thereby appointed and devised, or which should then otherwise belong to him the said Testator, or should be purchased pursuant to the Directions of his said Will, and also to search for, open, and work any Mines, Veins, Beds, or Quarries of Coal, Iron, Ironstone, Limestone, or other Mines or Minerals, whether metallic or earthy, not previously opened or worked in or under all or any Part of the Manors, Messuages, Lands, and other Hereditaments thereby appointed and devised, and in or under all or any Part of the Manors, Messuages, Lands, and  
other



other Hereditaments which should be purchased pursuant to the Directions of his said Will; and also to carry on and continue all such Forges, Foundries, and other Works as might be in or upon the said Premises comprised in the said Term of Five hundred Years at the Time of his the said Testator's Decease, and also to erect and establish such other Iron and other Works thereon as they or he might think proper after his the said Testator's Decease; and for the several Purposes aforesaid or any of them his Will was, that it should be lawful for the same Trustees or Trustee for the Time being to transact or cause to be transacted all Matters and Things relating to the said several Mines and Works, and either to enlarge or contract the Capital employed in the Concerns of any existing Works in such Manner as they or he should think most beneficial, and also to hire and employ such Persons, as Overseers, Agents, Clerks, Workmen, or otherwise, and with such Salaries or Wages, as they or he should think proper, and also to enter into such Contracts and Agreements and to make such Engagements respecting the Premises as they or he should think reasonable, and to adjust and settle all Accounts and Transactions relating thereto, and to settle and compound any Debts to be contracted in working and carrying on the said Mines, Minerals, and Iron Works, and generally to transact all Matters and Concerns respecting the same, and to do or cause to be done the before authorized and all other Acts and Deeds necessary or relative thereto in such and the same Manner, to all Effects, Constructions, and Purposes, as if they or he were or was absolutely or beneficially entitled to and interested in the Premises; and it was the said Testator's Will, that all Losses, Charges, and Expences of carrying on the said Mines and Iron Works, and all Gains and Profits arising therefrom, should be borne, paid, and defrayed out of and considered as Part of the Rents and Profits of the Manors and other Hereditaments comprised in the said Term of Five hundred Years, and be respectively treated and applied accordingly, and in case the Trustees or Trustee for the Time being of the said Term of Five hundred Years should deem it expedient to continue and carry on all or any such Mines or Works as aforesaid, or having been engaged therein should discontinue the same or any of them, then such Mines or Works as should not be continued or carried on or should be afterwards discontinued should or might be demised or leased in manner therein-after mentioned; and it was the said Testator's Will, that the Manors and other Hereditaments thereby devised or limited for the said Term of Five hundred Years were so devised or limited upon this further Trust that the Trustees or Trustee for the Time being of the same Term should, for and during the Term of Twelve Years, to be computed from his the said Testator's Decease, receive and take the Rents and Profits of the Manors, Mines, and other Hereditaments comprised in the said Term of Five hundred Years, and of such Mines and Iron Works as aforesaid, or so much of such Rents and Profits as should from Time to Time remain after answering the Purposes aforesaid, and should pay and apply the same Rents and Profits, or such Residue thereof as last mentioned, or any Part or Parts thereof which they or he might think fit, in Satisfaction and Discharge of any Sum or Sums of Money raiseable out of or which should have been charged upon the Manors and other Hereditaments



ditaments comprised in the said Term of Five hundred Years, or any of them, either under the Trusts of the same Term, or under all or any of the Powers therein-after contained, and should lay out and invest the same Rents and Profits, or such Residue thereof as last mentioned, or so much thereof as they or he should not think fit to apply in manner aforesaid, in the Purchase of any Manors, Messuages, Lands, Mines, or other Hereditaments in Fee Simple in Possession, to be situate somewhere in *Great Britain*, of a clear and indefeasible Estate of Inheritance, or of any Copyhold or Leasehold Lands, Mines, or Tenements convenient to be held therewith, or with the Hereditaments thereby appointed and devised, or some Part thereof, and should settle and assure, or cause to be settled and assured, the Manors, Messuages, Lands, Mines, Tenements, or Hereditaments so to be purchased as therein-before directed in such Manner as was therein-after expressed with respect to the Estates to be purchased with the Money to be produced by any Sale or Sales which should be made in exercise of the Powers therein-after for that Purpose contained of any of the Hereditaments appointed and devised and thereby authorized to be sold; and it was the said Testator's Will, that the Rents and Profits of any Estates which might be purchased under the Directions therein-before contained should during the Term of Twelve Years, to be computed from his Decease, be received by the Trustees or Trustee for the Time being of the said Term of Five hundred Years, and be applied upon and for such Trusts, Intents, and Purposes and in such Manner as was therein-before directed with respect to the Rents and Profits of the Manors and other Hereditaments originally comprised in the same Term; and the said Testator's Will further was, that during the said Term of Twelve Years, to be computed from his Decease, in the meantime and until the Rents and Profits of the Manors and other Hereditaments comprised in the said Term of Five hundred Years, or such Residue thereof as aforesaid, should be applied in manner therein-before directed, the Trustees or Trustee for the Time being of the said Term of Five hundred Years should accumulate and improve the same by investing the same and the Produce thereof in their or his Names or Name in some of the Parliamentary Stocks or Public Funds of *Great Britain*, or at Interest upon Real Securities in *Great Britain*, to be from Time to Time altered and varied as Occasion should require; and after the Expiration of the said Term of Twelve Years the Interest, Dividends, and annual Produce arising from such accumulated Fund, or so much thereof as should then remain undisposed of, should, until the same Fund should be actually disposed of, go and be paid to such Person or Persons, and be applied for such Intents and Purposes, and in such Manner as the Rents and Profits of any Real Estates to be purchased therewith would go or be payable or applicable unto in case such Purchase or Purchases and Settlements as aforesaid were then actually made; and it was thereby provided, that after the Expiration of the said Term of Twelve Years, to be computed from his the said Testator's Decease, the Rents and Profits of the Manors and other Hereditaments comprised in the said Term of Five hundred Years, subject as aforesaid, or so much of such Rents and Profits as should remain after answering the subsisting Purposes of the said Term, should, until it should be necessary to resort thereto



thereto for the Purposes therein-before declared of the said Term of Five hundred Years or any of them, be had and received by the Person and Persons who for the Time being should be entitled to the same Manors and other Hereditaments in Remainder or Reversion immediately expectant on the Determination of the same Term, under his the said Testator's Will, for his or their own Benefit; and it was by the said Will directed, that the Estates to be purchased with the Money to be produced by any Sale or Sales which should be made in exercise of the Powers therein for that Purpose contained of any of the Hereditaments thereby authorized to be sold should be settled and assured to, upon, with, and subject to such and the same Uses, Trusts, Powers, and Provisoos as were by and in the said Will limited, declared, and contained of and concerning the Manors and other Hereditaments comprised in the said Term of Five hundred Years, or as might have been created therein by virtue of any of the Powers therein contained, or as near thereto as the Deaths of Parties and other intervening Circumstances would then admit, yet so that no Jointure or other Rent-charge, Portions, or other Charges to be made under any of the Powers aforesaid should be increased, and no Copyhold or Leasehold Property to be purchased and settled as aforesaid should vest absolutely or for the Purpose of Transmission, but only defeasibly, in any Person or Persons entitled to an Estate of Inheritance in the Freehold Hereditaments therein comprised, unless and until he, she, or they should attain the Age of Twenty-one Years, or dying under that Age should leave lawful Issue of his, her, or their Body or respective Bodies: And whereas the said *John William* Earl of *Dudley* made Four Codicils to his said Will, dated respectively the Twenty-first Day of *September* One thousand eight hundred and thirty-one, the Twenty-second Day of *September* One thousand eight hundred and thirty-one, and the Third Day of *October* One thousand eight hundred and thirty-one, and thereby gave certain Legacies and Annuities; And whereas the said *John William* Earl of *Dudley* departed this Life on or about the Sixth Day of *March* in the Year One thousand eight hundred and thirty-three, without Issue, and without revoking or altering his said Will as far as the same is herein-before recited; and the said Will and the said Four Codicils thereto were duly proved by the said *Henry* Lord Bishop of *Exeter*, the said *Edward John* Baron *Hatherton*, the said *Francis Downing*, and *John Benbow*, the Executors in the said Will named, in the Prerogative Court of the Archbishop of *Canterbury*, on the Seventeenth Day of *September* One thousand eight hundred and thirty-three: And whereas the Debts, Funeral and Testamentary Expences, Legacies, Annuities, and Pensions payable under the Trusts of the said Term of Five hundred Years were of small Amount compared with the Personal Estate of the said *John William* Earl of *Dudley*, and with the Value of the Estates comprised in the said Term of Five hundred Years: And whereas the said *William Humble* late Baron *Ward* duly made, signed, and published his last Will and Testament, executed and attested in manner required by Law for the due Appointment of Guardians, and thereby the Testator appointed his Wife the Right Honourable *Amelia* Baroness *Ward* Executrix of his said Will, and did nominate and constitute the said *Amelia* Baroness *Ward* and the said *Edward John Littleton* now *Edward John* Baron *Hatherton*

[*Private.*]



Guardians of his Three Children during their respective Minorities : And whereas the said *William Humble* Baron *Ward* died on or about the Sixth Day of *December* in the Year One thousand eight hundred and thirty-five, without having revoked or altered his said Will, and the same was duly proved by the said *Amelia* Baroness *Ward* in the Prerogative Court of the Archbishop of *Canterbury* on the Third Day of *February* One thousand eight hundred and thirty-six : And whereas the said *William Humble* Baron *Ward* in his Lifetime intermarried with *Amelia Pillans* Spinster, and left Issue of such Marriage the said *William* Baron *Ward*, *Humble Dudley Ward*, and *Susannah Julia Ward*, who are all Minors and unmarried, and no other Child ; And whereas the Reverend *William Henry Cartwright* is Vicar of the Vicarage of *Dudley* in the County of *Worcester*, and the Right Reverend *Robert James Carr* Lord Bishop of *Worcester* is Ordinary of the same Vicarage : And whereas the said *William Henry Cartwright* is, under the Award made in pursuance of the Act passed in the Twenty-fourth Year of the Reign of His late Majesty King *George* the Third herein-after referred to, seised in right of the said Vicarage of certain Glebe Lands situate in the said Parish of *Dudley*, and containing in the whole One hundred and sixty-three Acres One Rood and Thirteen Perches, the Particulars whereof are specified in the First Schedule to this Act annexed, and is also seised in right of the said Vicarage of the Mines and Minerals lying under such Part of the said Glebe Lands as is specified in the Second Part of the said First Schedule, and is also seised in right of the said Vicarage of certain other Glebe Lands situate in the said Parish of *Dudley*, containing in the whole Twenty-nine Acres and Twenty-nine Perches, the Particulars whereof are specified in the Second Schedule to this Act annexed : And whereas under the Provisions of an Act passed in the Twenty-fourth Year of the

24 G. 3. c. 17. Reign of His late Majesty King *George* the Third, intituled *An Act for dividing and inclosing certain Commons, Waste Lands, and Commonable Places within the Manor and Parish of Dudley in the County of Worcester*, the Right or Interest of the Lord or Lords of the Manor of *Dudley* in and to all Mines of Coal, Ironstone, Limestone, Glasshouse Pot Clay, Fire Brick Clay, and all other Mines and Minerals whatsoever (except common Brick Clay and common Freestone and Rubble or Rotchstone) under the Lands and Hereditaments comprised in the First Part of the said First Schedule to this Act annexed, was saved and preserved, and extensive Easements and Powers were by the same Act secured to the Lord or Lords of the said Manor of *Dudley* for enabling him or them effectually to raise the Minerals and enjoy the Right and Interest so saved and preserved : And whereas the Provisions contained in the said Act of the Twenty-fourth Year of the Reign of His late Majesty King *George* the Third, for compensating the Owners of the Surface of the Lands for Damage occasioned by the Exercise and Enjoyment of the Right and Interest so saved and preserved to the Lord or Lords of the said Manor of *Dudley*, are inconvenient, and have never been found to be effectual : And whereas the Exercise of the Right so saved and preserved to the Lord or Lords of the said Manor of *Dudley* has already occasioned considerable Damage to Part of the Lands and Hereditaments comprised in the First Part of the said First Schedule to this Act annexed, for which no Compensation has been made : And whereas the Liability



lity of the Remainder of the Lands and Hereditaments comprised in the said First Part of the said First Schedule to this Act annexed to the like Damage deters Parties from laying out Money in improving the said Lands and Hereditaments, and depreciates the present Income, while the further Exercise of the Right saved and preserved to the Lord or Lords of the Manor of *Dudley* as aforesaid will further diminish the Income from the said Lands and Hereditaments, and ultimately render them unproductive, and tend to impoverish the said Vicarage: And whereas the Lands and Hereditaments comprised in the First Part of the said First Schedule to this Act, and the Lands and Hereditaments comprised in the said Second Part of the same Schedule, adjoin each other, and cannot be separated without Loss: And whereas the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, consisting of small detached Portions exposed to Trespasses and Depredations from being situated in a populous Neighbourhood, are of little Value for agricultural Purposes, or for any other Purposes to which they can be applied by the said *William Henry Cartwright* or his Successors; but inasmuch as the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed are well situated for the Purpose of being built upon, it is apprehended that they might be sold to advantage: And whereas the Manor of *Dudley*, with the Rights, Members, and Appurtenances, was comprised in the said Will of the said *John William* Earl of *Dudley*, and stands settled to the Uses by the same Will limited and now subsisting of or concerning the Hereditaments comprised in the said Term of Five hundred Years: And whereas the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, free from Tithes and Incumbrances, with the Timber and Trees standing and growing on the same Lands, exclusive of Mines and Minerals, have been valued by a Valuer of competent Skill as worth Nine thousand three hundred and seventy-eight Pounds to a Purchaser, and the same Premises produce at present to the said Vicar a clear annual Rental of Two hundred and seventy-eight Pounds Twelve Shillings: And whereas the Lord or Lords of the Manor of *Dudley* having the Power either to exercise or to forbear from exercising the Right or Interest so saved and preserved as aforesaid, the Lands and Hereditaments comprised in the said First Part of the said First Schedule to this Act annexed are of greater Value to the Lord or Lords of the said Manor than to any other Person; and from the Situation of the same Lands and Hereditaments, and also of the Lands and Hereditaments comprised in the Second Part of the same Schedule, with reference to other Estates comprised in the said Will of the said *John William* Earl of *Dudley*, it would be greatly advantageous to the Persons for the Time being entitled under the said Will of the said *John William* Earl of *Dudley*, if the Trustees or Trustee for the Time being of the said Term of Five hundred Years were empowered to purchase the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, and directed to settle the same in such Manner as is in the said Will of the said *John William* Earl of *Dudley* expressed with respect to the Estates to be purchased with the Money to be produced by any Sale or Sales to be made in exercise of the Power of Sale in the said Will contained of  
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any of the Hereditaments appointed and devised and thereby authorized to be sold: And whereas the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, free from Tithes and Incumbrances, with the Timber and Trees standing and growing upon the same Lands, exclusive of Mines and Minerals, have been valued as worth to the Lord of the Manor of *Dudley* the Sum of Ten thousand four hundred and twenty Pounds by *Jeremiah Mathews*, a Surveyor and Valuer of competent Skill employed for the Purpose, and the Mines and Minerals lying under the Lands comprised in the Second Part of the said First Schedule to this Act have been valued at the Sum of Three thousand and eighty-eight Pounds by *William Mathews*, a Surveyor and Valuer of competent Skill employed for the Purpose: And whereas it would be greatly for the Benefit of the said *William Henry Cartwright* and his Successors, and would be advantageous to the Persons entitled under the said Will of the said *John William* Earl of *Dudley* if the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, exclusive of the Mines and Minerals under the Lands comprised in the said Second Part of the said First Schedule to this Act, were purchased and settled as aforesaid, in consideration of a perpetual Rent-charge or yearly Sum of Three hundred and fifty Pounds, to be granted to the said *William Henry Cartwright* and his Successors, or to the Vicar of the said Vicarage of *Dudley* for the Time being, and his Successors, and annexed to the said Vicarage for ever; and if the said Mines and Minerals under the said Lands comprised in the said Second Part of the said First Schedule to this Act were purchased and settled as aforesaid in consideration of Three thousand and eighty-eight Pounds to be laid out in the Purchase of Lands and Hereditaments in the County of *Worcester*, or in One of the adjoining Counties of *Stafford*, *Salop*, or *Warwick*, to be annexed to the said Vicarage as Glebe Lands; and if the said Trustees or Trustee for the Time being of the said Term of Five hundred Years were empowered to grant the said Rent-charge or yearly Sum of Three hundred and fifty Pounds to be charged upon and yearly issuing out of a competent Part, to be approved of by the Lord Bishop of *Worcester* for the Time being and the Vicar of the said Vicarage of *Dudley* for the Time being, of the Estates comprised in the said Term of Five hundred Years, of a clear and indefeasible Estate of Inheritance in Fee Simple, with Powers of Distress and Entry for compelling Payment of the said Rent-charge or yearly Sum; and if the Residue of the Estates comprised in the said Term of Five hundred Years were made an Indemnity to such of the Estates comprised in the same Term as shall be charged with the said yearly Rent-charge of Three hundred and fifty Pounds against such of the Debts, Legacies, Funeral and Testamentary Expences of the said *John William* Earl of *Dudley* as are still unpaid, and against the Annuities and Pensions payable under the Trusts of the said Term of Five hundred Years, and still subsisting; and if the said Trustees or Trustee for the Time being of the said Term of Five hundred Years were empowered to pay the said Sum of Three thousand and eighty-eight Pounds out of Monies arising under the Trusts of the same Term, and applicable to the Purchase of Lands under the Directions in that Behalf contained in the said Will of the said *John William* Earl of

of



of *Dudley*: And whereas it would be greatly to the Advantage of the said *William Henry Cartwright* and his Successors, if the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed were sold, and the Monies arising by such Sale laid out in the Purchase of other Lands and Hereditaments more advantageously situated in the said County of *Worcester*, or in One of the adjoining Counties of *Stafford*, *Salop*, or *Warwick*, to be annexed to the said Vicarage as Glebe Lands; but the above beneficial Purposes cannot be effectuated without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Robert James Carr* Lord Bishop of *Worcester*, the said *William Henry Cartwright*, the said *Amelia* Baroness *Ward* and *Edward John* Baron *Hatherton* on behalf of the said *William* Baron *Ward*, *Humble Dudley Ward*, and *Susannah Julia Ward*, and the said *Ferdinando Smith*, 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 it shall be lawful for the said *Henry* Lord Bishop of *Exeter*, *Edward John* Baron *Hatherton*, *Francis Downing*, and *John Benbow*, or the Survivors or Survivor of them, or the Executors and Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Term of Five hundred Years, at any Time within Twelve Calendar Months next after passing of this Act, by Deed under their or his Hands and Seals or Hand and Seal, to grant to the said *William Henry Cartwright*, or to the Vicar for the Time being of the said Vicarage of *Dudley*, and his Successors, Vicars of the said Vicarage, for ever, One yearly Rent-charge or Sum of Three hundred and fifty Pounds, to be charged upon and issuing out of a competent Part, to be approved of as herein-after mentioned, of the Estates and Hereditaments comprised in the said Term of Five hundred Years created by the said Will of the said *John William* Earl of *Dudley*, and upon and out of the Freehold and Inheritance of the Premises so to be charged, to be clear of all Deductions, and to be paid half-yearly on the Day of \_\_\_\_\_ and the Day of \_\_\_\_\_ in every Year, the first half-yearly Payment to be made on such of the said half-yearly Days as shall happen next after the Day of the Date of the said Grant; and that for compelling Payment of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, and all Expences occasioned by the Nonpayment thereof, in case and so often as the said yearly Rent-charge or Sum of Three hundred and fifty Pounds or any Part thereof shall be in arrear and unpaid for Twenty Days after any of the Days on which the same is made payable as aforesaid, the Vicar of the said Vicarage to whom such Grant shall be made and his Successors shall be entitled to the like Power of Distress upon the Hereditaments to be charged with the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, and to sell the Distress and Distresses taken, as Landlords are entitled to for Rents reserved on a common Demise; and in case and so often as the said yearly Rent or Sum of Three hundred and fifty Pounds, or any Part thereof, shall be in arrear and unpaid for Forty Days after any of the Days on which the same is made payable as aforesaid, the

Trustees of the Earl of Dudley may charge an Annuity of 350*l.* on the Estates of the late Earl.

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Vicar



Vicar of the said Vicarage to whom such Grant shall be made, and his Successors, shall be entitled in, to and upon the Premises charged with the said yearly Rent or Sum of Three hundred and fifty Pounds or any Part thereof, in the Name of the Whole to enter and take Possession thereof, and receive and take the Rents, Issues, and Profits thereof to and for his and their own Use, until he and they shall be thereby paid and satisfied all the Arrears of the said yearly Rent or Sum of Three hundred and fifty Pounds for the Time being due and unpaid, and all Costs and Expences occasioned by the Non-payment thereof, and such Possession, when taken, to be without Impêachment of Waste; and that the yearly Rent or Sum of Three hundred and fifty Pounds so to be granted, and the Remedies for compelling Payment thereof, shall be annexed to the said Vicarage of *Dudley*, and be held and enjoyed by the Vicar of the said Vicarage for the Time being for ever, without any Licence or Writ of *Ad quod damnum*, and without being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain; and that the Hereditaments to be charged with the Payment of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds shall be approved of by the Lord Bishop of *Worcester* for the Time being, such Approval to be testified by the said Lord Bishop being a Party to and affixing his Episcopal Seal to the said Deed by which the said yearly Rent-charge or Sum of Three hundred and fifty Pounds shall be granted as aforesaid, and shall be approved of by the said Vicar of *Dudley* for the Time being, such last-mentioned Approval to be testified by the said Vicar being a Party to and signing and sealing the same Deed.

The said Grant not to prejudice the Provisions of the Will of the said Earl of Dudley.

II. Provided always, and be it further enacted, That the said Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds shall not prejudice or affect the Provisions contained in the said Will of the said *John William* Earl of *Dudley* for the Payment of his Debts, Legacies, Funeral and Testamentary Expences (if any) still remaining unpaid, and the Annuities and Pensions payable under the Trusts of the said Term of Five hundred Years, but that the said Term of Five hundred Years and the Trusts thereof for securing the said Debts, Legacies, Funeral and Testamentary Expences, Annuities, and Pensions, shall, as between the said Vicar for the Time being of the said Vicarage of *Dudley* and the Persons for the Time being entitled to the said Debts, Legacies, Funeral and Testamentary Expences, Annuities, and Pensions, take Precedence of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, and the Powers and Remedies for recovering Payment thereof, in like Manner as if such Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds had not been granted; and that immediately after the Execution of the said Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds in manner herein-before mentioned such of the Manors and other Hereditaments comprised in the said Term of Five hundred Years as shall not be charged with the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, as between the said Vicar of the said Vicarage of *Dudley* for the Time being and the Person or Persons entitled to the same Premises, shall be charged with the whole of the Debts, Legacies, Funeral



Funeral and Testamentary Expences of the said *John William* Earl of *Dudley* (if any) still remaining unpaid, and with such of the Annuities and Pensions payable under the Trusts of the said Term of Five hundred Years as are still subsisting, and shall be an Indemnity to the Hereditaments comprised in the said Term of Five hundred Years which shall be charged with the said yearly Rent-charge or Sum of Three hundred and fifty Pounds against the said Debts, Legacies, Funeral and Testamentary Expences, Annuities, and Pensions, but so that the said Charge by way of Indemnity shall not prevent the said Term of Five hundred Years, and the said Charge by way of Indemnity as well as the original Trusts of the same Term, from being over-reached by an Exercise of the Powers of Sale or Exchange contained in the said Will of the said *John William* Earl of *Dudley* in the same Manner as the said Term of Five hundred Years and the original Trusts thereof could have been over-reached in case this Act had not passed.

III. And be it further enacted, That immediately after or contemporaneously with the Execution of the said Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, in manner herein-before mentioned, and the Payment, in manner herein-after mentioned, into the Bank of *England*, by the Trustees or Trustee for the Time being of the said Term of Five hundred Years, of the said Sum of Three thousand and eighty-eight Pounds, out of Monies arising under the Trusts of the same Term applicable to the Purchase of Lands, under the Directions in that Behalf contained in the said Will of the said *John William* Earl of *Dudley*, the said *William Henry Cartwright* or other the Vicar of the said Vicarage for the Time being shall, by Indentures of Lease and Release, the Release to bear even Date with the Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, convey and assure all and singular the Lands and other Hereditaments situate, lying, and being in the said Parish of *Dudley*, specified in the said First Schedule to this Act annexed, being Part of the Glebe Lands of the Vicarage of *Dudley* aforesaid, with the Timber and Trees thereon, and the Rights, Members, and Appurtenances thereunto belonging, including the Mines and Minerals lying under the Lands comprised in the said Second Part of the said First Schedule annexed, unto and to the Use of the Grantors or Grantor of the said yearly Rent or Sum of Three hundred and fifty Pounds, their or his Heirs and Assigns, free from Tithes, and freed, discharged, and absolutely acquitted and exonerated of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of the Vicar of the said Vicarage of *Dudley* for the Time being, and his Successors, Vicars of the same Vicarage, for ever, into and upon the said Lands and Hereditaments, upon Trust nevertheless that the Persons or Person to whom the said Lands and other Hereditaments shall be conveyed and assured as aforesaid shall and they and he are hereby directed forthwith to settle the Lands and Hereditaments so to be conveyed to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations to, for, upon, with, under, and subject to which the same Premises would have been settled in pursuance of the Directions of the said Will

Vicar of  
Dudley to  
convey  
Lands to  
Grantor of  
the Annuity.



Will of the said *John William* Earl of *Dudley*, in case the same had been purchased with Money produced by Sales of Estates sold under the Power of Sale in the said Will of the said *John William* Earl of *Dudley* contained.

Vicar of  
Dudley em-  
powered to  
sell Lands  
in Second  
Schedule.

IV. And be it further enacted, That immediately after the passing of this Act, or at any Time thereafter, it shall be lawful for the Vicar for the Time being of the said Vicarage of *Dudley* and he is hereby authorized and empowered, with the Consent of the Lord Bishop of *Worcester* for the Time being, to be signified by some Writing under his Hand, absolutely to sell and dispose of the said Lands and other Hereditaments situate, lying, and being in the said Parish of *Dudley*, specified in the said Second Schedule to this Act annexed, being Part of the Glebe Land of the said Vicarage of *Dudley*, and all Mines and other Minerals lying under the same, and which belong to the said Vicar, either together or in Parcels, and either by public Auction or private Contract, or partly by one Mode and partly by the other, to any Person or Persons, at the best Price or Prices in Money that at the Time of such Sale can be reasonably had or gotten for the same; and upon Payment of the Purchase Money for which the same or the respective Parts thereof shall be sold, into the Bank of *England*, in manner herein-after mentioned, by Indenture under the Hand and Seal of the Vicar for the Time being of the said Vicarage to convey and assure the same to the Purchaser or respective Purchasers thereof, his, her, or their Heirs or Assigns, or as he, she, or they shall direct, freed, discharged, and absolutely acquitted and exonerated of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of the Vicar of the Vicarage of *Dudley* for the Time being, and his Successors, Vicars of the same Vicarage, for ever, in, to, and upon the Premises so sold and conveyed.

Purchase  
Money to  
be paid into  
the Bank;

V. And be it further enacted, That the said Sum of Three thousand and eighty-eight Pounds, and the Purchase Monies of the said Lands and other Hereditaments comprised in the said Second Schedule to this Act annexed, shall be paid by the said Trustees or Trustee of the said Term of Five hundred Years as Purchasers or Purchaser of the Mines and Minerals lying under the Lands comprised in the Second Part of the said First Schedule to this Act annexed, and the Purchasers or Purchaser of the Lands and Hereditaments comprised in the said Second Schedule to this Act annexed respectively, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, and be placed to an Account there *Ex parte* the Purchasers of the Glebe Lands of the Vicar of *Dudley* in the County of *Worcester*, pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-second, 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 His late Majesty King *George* the Second, Chapter Twenty-fourth; and that the Certificate or Certificates to be given by the said Accountant General of the said Court of Chancery, together with the Receipt or Receipts of the Cashier of the said Bank of *England*, to be thereto annexed, and therewith filed in the Registry Office of the said Court

of



of Chancery, of the Payment into the Bank of *England* by the said Purchaser or Purchasers of their, his, or her Purchase Money, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the said Purchaser or Purchasers, his, her, and their Heirs, Executors, Administrators, and Assigns, for the Money therein expressed to be paid; and that upon filing such Certificate and Receipt of the Cashier of the Bank as aforesaid the said Purchaser paying the same, his Executors, Administrators, and Assigns, shall be and are hereby absolutely acquitted and discharged of and from the same Sum and every Part thereof; and shall not be answerable for any Loss, Misapplication or Non-application thereof, or of any Part thereof.

VI. And be it further enacted, That after Payment of the Costs, Charges, and Expences herein-after directed to be paid thereout, the Residue of the said Sum of Three thousand and eighty-eight Pounds, and the Money to arise by Sale of the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, shall with all convenient Speed be laid out and invested, under the Direction of the said Court of Chancery, in pursuance of an Order or Orders to be obtained for that Purpose on Motion or Petition in a summary Way, by or on behalf of the said *William Henry Cartwright* or other the Vicar for the Time being of the said Vicarage of *Dudley*, in One or more Purchase or Purchases of Messuages, Lands, and Hereditaments of Inheritance in Fee Simple in Possession, or of Copyhold Lands and Hereditaments of Inheritance convenient to be held therewith, or with other Glebe Land belonging to the said Vicarage of *Dudley*, such Copyhold Lands and Hereditaments not exceeding in Value One Fourth Part of the Estates to be purchased, free from Incumbrances other than Quit Rents, Fee Farm Rents, and other usual Outgoings, to be situate in the County of *Worcester*, or One of the adjoining Counties of *Stafford*, *Salop*, or *Warwick*, to be approved of by the said Court of Chancery, and also approved of and certified by the Bishop of *Worcester* for the Time being under his Hand and Seal, to be an eligible Investment or eligible Investments of the Money to be laid out in the Purchase of the same; and that from and immediately after making such Purchase or Purchases all and singular the Hereditaments which shall be purchased shall be conveyed and assured unto and to the Use of the Vicar for the Time being of the said Vicarage of *Dudley* and his Successors, to be held by him and them as Part of the Glebe Lands of the said Vicarage for ever, without any Licence or Writ of *Ad quod damnum*, and without being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain.

and laid out  
in Purchase  
of Land, &c.

VII. And be it further enacted, That until such Purchase shall be made as aforesaid the Money which shall be paid into the Bank of *England* as aforesaid shall be laid out by the said Accountant General in the Purchase of Navy, Victualling, Transport, or Exchequer Bills, and the Interest arising from the Bills to be purchased, and the Monies received for the same as they respectively shall be paid off by Government, shall be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, Trans-

Until Purchase, the Money to be laid out in Navy, &c. Bills.

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port,



port, or Exchequer Bills; provided that it shall be lawful for the Court of Chancery to make such General Order or Orders, or Special Order or Orders (if necessary), that whenever the 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 Exchequer Bills shall be issued, such new Exchequer Bills may be received in Exchange for those which are in the Course of Payment, and shall be as effectual for enabling such Receipt in Exchange, and that in such event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which said Navy, Victualling, Transport, and Exchequer Bills shall from Time to Time be deposited in the Bank in the Name of the said Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved of as herein-before is directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the Vicar for the Time being of the said Vicarage of *Dudley*, be ordered to be sold by the said Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, Transport, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall belong to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased pursuant to this Act, or the Representative or Representatives of such Person or Persons, and if necessary shall be apportioned and divided accordingly.

For paying  
the Ex-  
pences of  
the Act.

VIII. And be it further enacted, That all the Costs, Charges, and Expences preparatory to, attending, or in anywise relating or incident to the applying for and obtaining this present Act, and the Costs and Charges of preparing and completing the Conveyance to be made by Lease and Release as aforesaid of the said Lands and Hereditaments comprised in the said First Schedule to this Act, and of preparing and completing the said Settlement of the said Lands and Hereditaments comprised in the said First Schedule to this Act, and of selecting and approving of the Hereditaments to be charged with the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, and of preparing and completing the Grant of the said yearly Rent-charge or Sum of Three hundred and fifty Pounds, shall be paid by the Trustees or Trustee for the Time being of the said Term of Five hundred Years out of the Monies arising under the Trusts of the same Term applicable to the Purchase of Lands, under the Directions in that Behalf contained in the said Will of the said *John William Earl of Dudley*; and that the Costs, Charges, and Expences of effecting the Sales of the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, and of paying the Produce of such Sales and the said Sum of Three thousand and eighty-eight Pounds into the Bank of *England*, and of investing the same in the Purchase of Messuages, Lands, and Hereditaments, as herein-before is mentioned, and all other Costs, Charges,  
and



and Expences relating to the Sale of the said Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, and the Investment of the said Sum of Three thousand and eighty-eight Pounds, and the Monies to arise by such Sale, including the Costs of all Applications to the High Court of Chancery, shall be paid out of the said Sum of Three thousand and eighty-eight Pounds and the Monies to arise by the Sale of the said Lands and other Hereditaments comprised in the said Second Schedule to this Act annexed.

IX. Provided always, and be it further enacted, That it shall and may be lawful for the said Court of Chancery from Time to Time to make such Order as that Court shall think fit for taxing and settling all Costs, Charges, and Expences preparatory to, attending on, or in anywise relating or incident to the applying for and obtaining this Act, and the Costs and Charges of selecting and approving of the Hereditaments to be charged with the said yearly Rent or Sum of Three hundred and fifty Pounds, and of preparing and completing the Grant of the said yearly Rent-charge or Sum, and the Conveyance of the said Lands and Hereditaments comprised in the said First Schedule to this Act annexed, and the Costs of taking the said Monies out of the Bank and investing the same in new Purchases as aforesaid, and all other the Costs, Charges, and Expences hereinbefore directed to be paid, and for taxing the Costs of the several Applications to the said Court of Chancery in pursuance hereof; and also from Time to Time to make Order for Payment to the Persons entitled to receive the same of all or any such Costs, Charges, and Expences as are hereby directed to be paid out of the said Sum of Three thousand and eighty-eight Pounds and the Produce of the Sale of the Lands and Hereditaments comprised in the said Second Schedule to this Act annexed, out of the Money to be paid into the Bank as aforesaid, or out of the Money accruing by Sale of the said Navy, Victualling, Transport, or Exchequer Bills.

For taxing  
Costs.

X. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Persons and Person, Bodies Politic or Corporate, his, her, or their Heirs, Successors, Executors, or Administrators, (other than and except the Patron or Patrons for the Time being of the said Vicarage of *Dudley*, and the said *William Henry Cartwright*, and his Successors, Vicars of the said Vicarage of *Dudley*,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, and out of all and singular the said Lands and other Hereditaments comprised in the said First and Second Schedules to this Act annexed, as they, every or any of them, respectively had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been made; and also saving to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Person and Persons, Bodies Politic or Corporate, his, her, or their Heirs, Successors, Executors, or Administrators, (other than and except the Trustees of the said Term of Five hundred Years for the Time being, and all Persons claiming under the Trusts of the same Term, other than Creditors, Legatees, Annuitants, and Pensioners of the said *John William Earl of Dudley*, interested under the Trusts of the same Term; and also except the said

General  
Saving.



said *William* Baron *Ward*, his First and other Sons, and the Heirs Male of their Bodies, and the Heirs of their Bodies; the said *Humble Dudley Ward*, and his First and other Sons, and the Heirs Male of their Bodies, and the Heirs of their Bodies; the First and other Daughters of the said *William* Baron *Ward*, and the Heirs Male of their Bodies; the First and other Daughters of the said *Humble Dudley Ward*, and the Heirs of their Bodies; the said *Susannah Julia Ward*, and her First and other Sons, and the Heirs of their Bodies, and her First and other Daughters, and the Heirs of their Bodies; and the said *George* Earl of *Aberdeen* and *James Abercromby*, and their Heirs; and the said *Ferdinando Smith*, his Heirs and Assigns, and all and every other Persons claiming through or under the said Will of the said *John William* Earl of *Dudley*, other than the aforesaid Creditors, Legatees, Annuitants, and Pensioners claiming under the Trusts of the said Term of Five hundred Years,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, and out of the Hereditaments to be charged with the said yearly Rent-charge or Sum of Three hundred and fifty Pounds as they 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.

Act to be  
printed by  
the King's  
Printers.

XI. 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.



## The First SCHEDULE to which this Act refers.

## The First Part.

Names of Tenants.	Names of Fields.	Quantity.			Total Quantity.					
		A.	R.	P.	A.	R.	P.	A.	R.	P.
George Bate -	The Eight Acres -	8	0	4	48	1	11			
	Bigg Piece -	11	1	8						
	Engine Piece -	6	3	23						
	Lower Wood Side Piece	6	1	12						
	Quarry Hill -	8	0	33						
	Little Meadow -	4	1	25						
	The Three Acres -	3	0	26						
Widow Leach -	Hollywell Field -	2	1	27	8	3	27			
	Ditto -	3	0	4						
	Ditto -	3	1	36						
William Pearson	Hilly Piece -	2	1	33	14	0	23			
	Middle Piece -	3	0	27						
	Grass Field -	4	1	27						
	Ingleys -	4	0	16						
Dudley Canal Company.	Part of Canal -	3	1	10	4	3	5			
	Part of Reservoir -	1	1	35						
Daniel Mills -	Darby Hand -	4	3	31	4	3	31			
Joseph Cooksey	Coppy Piece -	11	3	26	50	2	10			
	Part of Spout Piece -	5	3	0						
	Part of Lower Long Field	6	1	28						
	Oak Tree Piece -	12	0	21						
	Brick Kiln Piece -	6	2	0						
	Ditto -	5	2	5						
	Darby Hand -	1	3	8						
	Part of Long Field -	0	2	2						
John Jeavons -	Part of Pool Piece -	11	0	20	24	0	32			
	Part of Birch Field -	5	0	2						
	Ditto -	2	3	20						
	Ditto -	2	2	10						
	Part of Upper Long Field	2	2	20						
The Second Part.										
Dudley Canal Company.	Other Part of Canal -	0	2	8	0	2	8			
	Other Part of Spout Piece	2	1	22						
Joseph Cooksey	Ditto of Lower Long Field.	1	2	32	4	0	14			
	Other Part of Pool Piece	0	2	0						
John Jeavons -	Ditto of Birch Field -	1	0	0	2	3	12			
	Ditto of Upper Long Field	1	1	12						
Total Quantity of the First Schedule										
								7	1	34
								163	1	13

J. Mathews.

[Private.]



## The Second SCHEDULE.

Names of Tenants.	Names of Fields.	Quantity.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
Richard Bourne	Garden	0	0	12			
John Berryman	Garden	0	0	11			
William Shore	Garden	0	0	11			
Samuel Paskins	Garden	0	1	0			
William Shore	Garden	0	0	25			
James Grigg	Garden	0	0	12			
John Perry	Garden	0	0	27			
	Road	0	0	15			
					0	3	33
James Fullwood	Garden	0	0	20			
Joshua Wilkinson	Garden	0	1	10			
William Jones	Garden	0	0	38			
James Boden	Garden	0	0	32			
Joseph Danks	Garden	0	0	15			
Edward Woodhall	Garden	0	0	18			
Joseph Fellows	Garden	0	0	17			
William Goodfellow	Garden	0	0	15			
Edward Wilkinson	Garden	0	0	10			
Joseph Holt	Garden	0	0	10			
Thomas Cartwright	Garden	0	0	17			
Matthew Bissell	Garden	0	0	17			
John Davies	Garden	0	0	17			
	Road	0	0	21			
					1	3	17
James Grainger	Garden	0	1	10			
					0	1	10
Thomas and Isaac Badger	Battle Field	0	2	11			
	Ditto	1	2	20			
	Ditto	2	0	18			
	Ditto	0	3	7			
					5	0	16
Jeremiah Parker	Garden	0	1	6			
					0	1	6
William Northam	Close	0	3	31			
					0	3	31
Samuel Timmins	Garden	0	0	21			
William Robinson	Garden	0	0	20			
George Bate	Garden	0	0	10			
Harris Bees	Garden	0	0	18			
Stephen Dunn	Garden	0	0	14			
Benjamin Willey	Garden	0	0	14			
James Rhodes	Garden	0	0	14			
Edward Fullwood	Garden	0	0	16			
William Bunn	Garden	0	0	26			
Samuel Edwards	Garden	0	0	7			
Cornelius Webb	Garden	0	0	9			
James Marsh	Garden	0	0	9			
Benjamin Robinson	Garden	0	0	19			
James Nicklin	Garden	0	0	11			
Thomas Tranter	Garden	0	0	20			
John Evans	Garden	0	0	24			
Joseph Perry	Garden	0	0	30			
	Road	0	0	9			
					1	3	11



Names of Tenants.	Names of Fields.	Quantity.			Total Quantity.		
		A.	R.	P.	A.	R.	P.
Joseph Burgess	Garden	0	2	6	0	2	6
Edward Blakeway	Close	0	2	26	1	1	26
	Close	0	3	0			
Henry Smitheman	Close	1	1	24	1	1	24
James Marsh	The Dock Field	1	2	22	4	1	2
	The Dock Field	2	2	20			
Widow Bury	Pump Field	0	3	21	2	1	3
	Pump Field	1	1	22			
William Cox	The Dock Piece	3	0	8	6	0	8
	Hilly Piece	3	0	0			
John Timmings	Garden Ground	1	3	36	1	3	36
		Total Quantity			29	0	29

*J. Mathews.*

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,  
Printers to the King's most Excellent Majesty. 1836.