



ANNO SECUNDO.

# VICTORIÆ REGINÆ.

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## Cap. 16.

An Act to enable *Jane Mills* to grant Building and Repairing Leases of Estates in the Parish of *Aston-juxta-Birmingham* in the County of *Warwick* devised by the Will of the late *Wriothesly Digby* Esquire; and also to alter and amend the Power of leasing contained in the Marriage Settlement of *Charles Wriothesly Digby* Esquire.

[14th June 1839.]

**W**HEREAS *Wriothesly Digby*, late of *Meriden* in the County of *Warwick*, Esquire, deceased, did, in such Manner as the Law requires for the Validity of Devises of Freehold Estates, sign and publish his last Will and Testament in Writing, bearing Date the Second Day of *September* One thousand eight hundred and twenty, and, after giving and devising his Mansion House, and all his Lands, Tenements, and Hereditaments whatsoever, situate within the Parish of *Meriden* aforesaid, to the Use of his dear Brother the Reverend *Noel Digby* during his Life, without Impeachment of Waste, and after the Determination of that Estate by any Means in the Lifetime of the said *Noel Digby* to the Use of Sir *Digby Mackworth* Baronet and *Thomas Digby Aubrey* Esquire, and their Heirs, during the Life of the said *Noel Digby*, in Trust for him, and to pre-

Will of  
Wriothesly  
Digby, dated  
2d Septem-  
ber 1820.

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serve the contingent Remainders therein-after limited; and after his Decease to the Use of the First and every other Son of the said *Noel Digby*, severally and successively, according to his and their respective Seniorities in Tail; and for Default of such Issue to the Use of all the Daughters of the said *Noel Digby* as Tenants in Common in Tail, with cross Remainders between or amongst them in Tail; and in case all such Daughters save One should die without Issue, or there should be but One such Daughter, to the Use of that One Daughter in Tail; and for Default of such Issue to the Use of his dear Sister *Elizabeth Mills*, the Widow of *William Mills* late of *Bisterne, Hants*, Esquire, for her Life, and after the Decease of his said Sister *Elizabeth Mills* to the Use of his Sister *Jane*, the Wife of *Charles Mills* of *Barford, Warwickshire*, Esquire, during her Life, and after the Decease of his said Sister *Jane* to the Use of his Godson and Great Nephew *Charles Wriothesly Digby*, eldest Son of the Reverend *Charles Digby*, Canon of *Windsor*, his Heirs and Assigns for ever; the said Testator gave and devised all that One undivided Fourth Part of the Manor of *Bordesley* in the County of *Warwick*, and the Entirety or Whole of the following Lands, Tenements, Farms, and Hereditaments situate in the Parish of *Aston-juxta-Birmingham* in the same County; *videlicet*, Four Pieces of Land called *Hunt's Leasow, Far Close, Over Meadow*, and *Far Moor*, in the Occupation of *Edward Edwards*, containing Eighteen Acres One Rood and Twenty-nine Perches or thereabouts; a House, Farm, and Lands called the *Garrison Farm*, containing One hundred and twenty Acres Three Roods and Twenty-five Perches or thereabouts, in the Occupation of *Henry Haden*; Two Closes called *Goldingale's* and *Hob's Leasow*, containing Four Acres Three Roods and Twenty-three Perches or thereabouts, in the Occupation of *Charles Pagot*; *Hay Mill Brook House*, with the Farm and Lands thereto belonging, called *Hay Barn Farm*, containing Two hundred and thirty-six Acres One Rood and Thirty-three Perches or thereabouts, in the Occupation of *William Wheelwright*; Five Pieces of Land called *Lower Howland, Far Howland, Barn Piece, Goldingale's Leasow*, and a Piece of Garden Ground, containing Sixteen Acres and Twenty-four Perches or thereabouts, in the Occupation of *Thomas Shayle*; a Barn, Yards, and sundry Closes near to *Neachell's Green*, containing Eighteen Acres Three Roods and Thirty-one Perches, in the Occupation of *John Eagle*; a small Inclosure in *Neachell's Green*, containing Half an Acre, in the Occupation of *Margaret Rose* or of her Son; together with all Appurtenances to the said Lands and Hereditaments, and all Tithes of Corn, Grain, Pulse, and Sheaf arising from or out of the aforesaid Lands, or any of them; subject to the Payment of his just Debts (other than those therein-after expressly provided for), Legacies, and Funeral Expences, in case his Personal Estate and other Funds therein-after provided should be insufficient for the Payment thereof, and also subject to a certain Mortgage, bearing Date the Twenty-ninth Day of *July* One thousand seven hundred and eighty-six, to secure the Payment to *Noel Digby* therein described of the Sum of One thousand nine hundred and fifty-three Pounds Thirteen Shillings and One Penny, with Interest, and to a certain other Security or further Charge made by him to the said *Noel Digby*, dated the Fourteenth Day of *February* One thousand eight hundred and eighteen, to secure Two thousand and forty-



six Pounds Six Shillings and Eleven-pence (such Two Principal Sums making together the Sum of Four thousand Pounds); to the Use of the said *Noel Digby* during his Life, without Impeachment of Waste; and after the Determination of that Estate by any Means in the Lifetime of the said *Noel Digby*, to the same or the like Uses, and to, for, and upon the same or like Trusts, Limitations, Remainders over, Ends, Intents, and Purposes, as were therein-before devised, limited, or declared of and concerning his Mansion House, Lands, and Hereditaments situate within the Parish of *Meriden* aforesaid; and the said Testator declared, that it should be lawful for the said *Noel Digby*, and for every other Person who by virtue of that his Will should for the Time being be seised of any of the Hereditaments therein-before mentioned to be situate within the aforesaid Parish of *Aston-juxta-Birmingham*, to demise and lease the same, or any Part or Parts whereof such Person or Persons should be Tenant or Tenants for Life as aforesaid, to any Person or Persons, for any Term not exceeding Twenty-one Years, at the best yearly Rent or Rents that could be reasonably obtained for the same, and for the said *Noel Digby* to demise or lease all or any Part or Parts of the said Farm and Lands called the *Garrison Farm*, therein-before mentioned to be in the Possession of *Henry Haden*, and the said Lands therein-before mentioned to be in the several Occupations of *Thomas Shayle*, *Charles Pajot*, *Edward Edwards*, *John Eagle*, and *Margaret Rose* or her Son, for any Term or Number of Years not exceeding Ninety-nine Years, at the best yearly Rent or Rents that could be reasonably obtained; provided that every such Lease be made to commence in Possession if for a Term not exceeding Twenty-one Years, and that every Lease for a longer Term than Twenty-one Years be made to take effect in Possession or expectant upon a Term of which not more than Ten Years should be then unexpired, and so that the Lessees respectively did execute Counterparts of their respective Leases: And whereas the said Testator departed this Life on or about the Twenty-sixth Day of *October* One thousand eight hundred and twenty-seven, and the said recited Will, together with Four Codicils thereto, was duly proved by his Executors in the said Will named in the Prerogative Court of the Archbishop of *Canterbury* on or about the Fourth Day of *December* One thousand eight hundred and twenty-seven: And whereas the said Mortgage for One thousand nine hundred and fifty-three Pounds Thirteen Shillings and One Penny, dated Twenty-ninth *July* One thousand seven hundred and eighty-six, and the said further Charge for Two thousand and forty-six Pounds Six Shillings and Eleven-pence, dated Fourteenth *February* One thousand eight hundred and eighteen, by the said recited Will charged on the said devised Estates in the Parish of *Aston-juxta-Birmingham*, were paid off and discharged by the said Testator during his Life: And whereas the just Debts of the said Testator (other than those by his said Will expressly provided for), Legacies, and Funeral Expences were discharged out of his Personal Estate, or the other Funds by his said Will provided which were found sufficient for that Purpose: And whereas the said *Noel Digby* departed this Life on or about the Seventeenth Day of *May* One thousand eight hundred and thirty without ever having been married: And whereas the said *Elizabeth Mills* departed this Life  
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Settlement  
on the  
Marriage of  
Mr. and Mrs.  
Digby, 19th  
& 20th July  
1831.

on or about the Twenty-eighth Day of *December* One thousand eight hundred and twenty-eight, leaving the said *Jane Mills* and *Charles Wriothesly Digby* her surviving: And whereas the said *Charles Mills*, the Husband of the said *Jane Mills*, departed this Life on or about the Ninth Day of *February* One thousand eight hundred and twenty-six: And whereas by Indentures of Lease and Release, bearing Date respectively the Nineteenth and Twentieth Days of *July* One thousand eight hundred and thirty-one, the Release being made between the said *Charles Wriothesly Digby* of the First Part, *Elizabeth Floyer* of *West Stafford* in the County of *Dorset*, Spinster, of the Second Part, and *John Floyer* of *West Stafford* aforesaid, Esquire, *William Bond* of the *Inner Temple*, *London*, Barrister at Law, *Henry Robert Digby* (in the said Indenture named *Robert Digby*), a Lieutenant Colonel of His Majesty's Regiment of *Scotch Fusileer Guards*, and *Kenelm Somerville* Esquire, a Captain in the Royal Navy, of the Third Part, (purporting to be a Settlement made in contemplation of a Marriage which was intended to be had and solemnized between the said *Charles Wriothesly Digby* and *Elizabeth Floyer*,) the said *Charles Wriothesly Digby* granted, bargained, sold, aliened, released, and confirmed unto the said *John Floyer*, *William Bond*, *Henry Robert Digby*, and *Kenelm Somerville*, and their Heirs, all the before-mentioned Premises so devised by the Will of the said *Wriothesly Digby*, and all other Hereditaments, if any, situate at *Meriden* and *Aston-juxta-Birmingham* aforesaid, late of said *Wriothesly Digby*, and to which the said *Charles Wriothesly Digby* was then entitled in Remainder expectant upon the Decease of the said *Jane Mills*; to hold the same, subject as to all the said Hereditaments to the Life Estate of the said *Jane Mills* in the same, and as to all the said Hereditaments at *Meriden* aforesaid subject to an Annuity therein mentioned, unto the said *John Floyer*, *William Bond*, *Henry Robert Digby*, and *Kenelm Somerville*, and their Heirs, to the Use of the said *Charles Wriothesly Digby* and his Heirs, until the Solemnization of the said intended Marriage, and after the Solemnization thereof to the Use of the said *Charles Wriothesly Digby* and his Assigns during his Life, without Impeachment of Waste; and after the Determination of that Estate, by Forfeiture or otherwise, in the Lifetime of the said *Charles Wriothesly Digby*, to the Use of the said *John Floyer*, *William Bond*, *Henry Robert Digby*, and *Kenelm Somerville*, and their Heirs, during the Life of the said *Charles Wriothesly Digby*, in Trust for him, and to support the contingent Remainders therein-after limited; and after the Decease of the said *Charles Wriothesly Digby* to the Use of the said *Elizabeth Floyer* and her Assigns during her Life, without Impeachment of Waste, for her Jointure, and in bar of such Dower or Free Bench as at Common Law or by Custom she might otherwise be entitled to in or out of the Real Estates of the said *Charles Wriothesly Digby*; and after the Decease of the Survivor of the said *Charles Wriothesly Digby* and *Elizabeth Floyer* to the Use of the First and every other Son of the said *Charles Wriothesly Digby* by the said *Elizabeth Floyer*, severally and successively, and in Remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, the eldest of such Sons and the Heirs Male of his



his Body to be preferred to and to take before the younger of such Sons and the Heirs Male of their respective Bodies ; and for Default of such Issue to the Use of the said *John Floyer, William Bond, Henry Robert Digby,* and *Kenelm Somerville,* their Executors and Administrators, for the Term of One thousand Years, without Impeachment of Waste, upon the Trusts therein-after expressed ; and after the Expiration or sooner Determination of the said Term of One thousand Years, and in the meantime subject thereto and the Trusts thereof, to the Use of the First and every other Son of the said *Charles Wriothesly Digby* by any Woman with whom he might intermarry after the Decease of the said *Elizabeth Floyer,* severally and successively, and in Remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, the eldest of such Sons and the Heirs Male of his Body to be preferred and to take before the younger of such Sons and the Heirs Male of their respective Bodies ; and for Default of such Issue to the Use of all the Daughters of the said *Charles Wriothesly Digby* by the said *Elizabeth Floyer,* as Tenants in Common, and the Heirs of their respective Bodies, with cross Remainders in Tail General ; and in case all such Daughters save One should die without Issue, or there should be but One such Daughter, to the Use of such only Daughter and the Heirs of her Body ; and for Default of such Issue to the Use of the right Heirs of the said *Charles Wriothesly Digby* ; and it was by the said Indenture declared, that the Trusts of the said Term of One thousand Years were for raising Portions for younger Children ; and the said Indenture also contained a Proviso enabling the said *Charles Wriothesly Digby,* in the event of his surviving the said *Elizabeth Floyer,* by Deed or Will (but subject to the said Term of One thousand Years and the Trusts thereof), to appoint to any Woman whom he might marry after the Decease of the said *Elizabeth Floyer,* for her Jointure, any annual Sum not exceeding Three hundred Pounds, to be charged upon the Hereditaments thereby settled, and to be paid in such Manner as to the said *Charles Wriothesly Digby* might seem meet, and that such Appointments respectively might be made either before or after such Marriage of the said *Charles Wriothesly Digby* ; and in the said Indenture was also contained a Proviso enabling the said *Charles Wriothesly Digby* to raise Portions for Children by any subsequent Marriage ; and by the said Indenture of Release it was declared that it should be lawful for the said *Charles Wriothesly Digby* during his Life, and after his Decease for the said *Elizabeth Floyer,* if she should survive him, during her Life, and after the Decease of the Survivor of them the said *Charles Wriothesly Digby* and *Elizabeth Floyer,* and during the Minority of any Child or Children of the said *Charles Wriothesly Digby* who by virtue of the Limitations aforesaid should be entitled to the actual Possession or to the Receipt of the Rents and Profits of the Hereditaments thereby settled, or any Part or Share of the same, for the said *John Floyer, William Bond, Henry Robert Digby,* and *Kenelm Somerville,* or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, by any Deed or Deeds, to demise or lease all or any Part of the Hereditaments thereby settled to any Person or Persons as therein-after mentioned,

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that is to say, for any Term of Years not exceeding Ninety-nine Years, for the Purpose of building or repairing Messuages or Buildings, or for sinking or searching for Mines, Minerals, or Quarries, or for digging Clay, Sand, or Gravel for the Purpose of making Bricks, Pots, Tiles, or other Products, and for the common Purposes of Occupation or Husbandry, for any Term not exceeding Twenty-one Years, all such Demises or Leases to take effect in Possession, and not in Reversion; and so as there should be reserved on every such Demise or Lease the best yearly Rent or Duty or yearly Rents or Duties that could be reasonably had for the same, without taking any Premium, Fine, or Foregift for the same beyond the Improvements undertaken by the Lessee or Lessees; and so as in every such Demise or Lease there should be contained a Clause in the Nature of a Condition of Re-entry for Nonpayment for Thirty Days of the Rent or Rents, Duty or Duties, to be thereby reserved, or for the Breach or Nonperformance on the Part of the Lessee or Lessees of the Covenants to be therein contained; and so as no Clause should be contained in such Demise or Lease giving Power to any Lessee or Lessees to commit Waste, or exempting him or them from Punishment for committing Waste, except such Powers, Liberties, and Exemptions to be inserted in such Demises or Leases for the Purposes of building, repairing, or mining, or letting for Gardens or Garden Ground, as might be deemed necessary or expedient to be granted; and so as the respective Lessees did execute Counterparts of their respective Demises or Leases: And whereas the said Marriage between the said *Charles Wriothesly Digby* and *Elizabeth Floyer* was duly had and solemnized on or about the Twenty-first Day of *July* One thousand eight hundred and thirty-one: And whereas there is Issue of the said Marriage One Child, namely, *Mary Elizabeth Digby*, who is now of the Age of Five Years or thereabouts: And whereas the said *Elizabeth Floyer*, afterwards *Elizabeth Digby*, departed this Life on or about the Eighteenth Day of *July* One thousand eight hundred and thirty-four: And whereas the said *Jane Mills* is now in the actual Possession of the Estates in the Parish of *Aston-juxta-Birmingham* comprised in the Schedule hereunto annexed, as Tenant for Life thereof, under or by virtue of the Limitations contained in the said recited Will of the said *Wriothesly Digby* deceased, and the said *Charles Wriothesly Digby* is entitled, under or by virtue of the Limitations contained in the same Will and in the said herein-before in part recited Indenture of Settlement, to an Estate for Life in the same Estates expectant upon and to take effect in Possession immediately upon the Decease of the said *Jane Mills*, with such Remainders over as in the said Indenture of Settlement are mentioned: And whereas the said Estates in the Parish of *Aston-juxta-Birmingham* comprised in the Schedule hereunto annexed, from the general Situation thereof, and especially from their Vicinity to the Town of *Birmingham*, have become particularly eligible for building Purposes, and the same might be much improved and the Rental thereof augmented if proper and legal Building Leases could be granted thereof; but by reason of the Limitations contained in the said Will of the said *Wriothesly Digby* deceased, and of the same giving no Power to grant Leases except to the said *Noel Digby* deceased, the said Estates cannot be effectually let or improved; and  
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it is therefore expedient, and would be highly beneficial to the present and future Owners thereof, if Power were given to the said *Jane Mills* to grant or contract or agree to grant Leases of such Parts of the Estates of the said *Wriothesly Digby* deceased as are situated in the Parish of *Aston-juxta-Birmingham*, and are described in the Schedule to this Act, for the Purpose of building upon and improving the same, and to set out and appropriate any Part or Parts thereof for the Erection of Villas or detached Residences, with Pleasure Grounds, Paddocks, and Plantations annexed thereto; and to lay out and appropriate any Part or Parts of the same Estates as and for Roads, Streets, Squares, Circuses, Pleasure Grounds, Promenades, Ways, Avenues, Passages, Sewers, Drains, and other Easements, and to grant and demise to the Lessee or Lessees of any of the Lands comprised in the Schedule annexed to this Act any Rights of Road or other Easements or Conveniences, and any Right of making or using any Roads, Sewers, or Drains or other Easements or Conveniences, in, through, over, under, in, or upon any Part or Parts of the said Estates, and also the Liberty to cut, dig, use, sell, or dispose of all such Timber, Gravel, Sand, Brick Earth, Clay, and Stone, and other Earth, Soil, or Mineral which may be found in or upon the Land comprised in and demised by or agreed to be comprised in and demised by any such Lease or Leases: And whereas it is also expedient that the Power of granting Building Leases contained in the said recited Indenture of Settlement should be altered and amended; but by reason of the Limitations contained in the said in part recited Will of the said *Wriothesly Digby* deceased, and of the Limitations and Restrictions contained in the said Indenture of Settlement, the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Jane Mills*, *Charles Wriothesly Digby* (on behalf of himself and his said infant Child *Mary Elizabeth Digby*), *John Floyer*, *William Bond*, *Henry Robert Digby*, and *Kenelm Somerville*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *Jane Mills*, by Indenture to be sealed and delivered in the Presence of One or more than One Witness, from Time to Time to demise or lease all or any Part of the several Lands and Hereditaments described in the Schedule annexed to this Act, and either with or without any Buildings erected and standing thereon, and either with or without the Tithes issuing out thereof or any Part thereof, for any Term or Number of Years not exceeding Ninety-nine Years, to be computed from the Date of the Lease, and to take effect in every Case in Possession, or within Three Months next after the making thereof at the furthest, to any Persons whomsoever who shall be willing to erect and build any Houses or Buildings on the Land or Ground proposed to be demised, or any Part thereof, or to improve or repair any Houses or Buildings on the said Land or Ground, or to erect and build any other Houses or Buildings in lieu thereof or in addition thereto, or who shall be willing to annex any Part of the said Land or Ground for Pleasure Grounds, Paddocks, or Plantations for detached Villas, or for

Power for  
Mrs. Mills  
to grant  
Building  
Leases.



for Gardens, Yards, and other Conveniences to Buildings erected and built or to be erected or built on the said Land or Ground or any Part thereof, or on any adjoining Land or Ground, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessees to take down Buildings standing on the Land or Ground in such Leases respectively to be comprised, and to convert, apply, and dispose of the Materials thereof to such Purposes as may be agreed on; and also with or without Liberty for the Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate a convenient Part of the Land adjoining (not exceeding Ten Acres in any One Case) for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise, for the Convenience, Use, or Enjoyment of the Tenants thereof; and also with or without Liberty for the Lessees to set out and allot any Parts of the Land or Ground to be comprised in such Leases as and for the Site of Streets, Squares, Circuses, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of individual Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement thereof; and also with or without Liberty for the Lessees to dig and make in or under any of the Land or Ground which may be set out or allotted for Streets, Squares, Circuses, Roads, Lanes, Courts, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any Houses or Buildings; and also with or without Liberty for the Lessees to fell, cut, dig, and to use or carry away, sell and dispose of, in and upon or out of the Land or Ground to be comprised in their respective Leases, such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as it may be necessary or convenient to use or to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Premises to be comprised in such Leases, and to manufacture the same into Bricks or Tiles to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of as may be agreed upon; and also with or without Liberty for the Lessees to sink or search for any Mines, Minerals, or Quarries in or under any Part of the Land or Ground comprised in such Leases; and also with or without any other Liberties or Privileges which to the said *Jane Mills* may seem reasonable, or which may be usual in Leases of a similar Description; so that in every such Lease there be reserved and made payable (except in those Cases in which a Peppercorn Rent may be reserved according to the Provisions herein-after contained) the best yearly Rent that can, in the Opinion of the said *Jane Mills*, at the Time of making such Lease, and considering the Nature and Circumstances of the Case, be obtained or reasonably expected for the same, such Rents to be made payable by half-yearly or quarterly Payments; and so that every such Lease be made without taking for and in respect of making the same any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, beyond the Money agreed to be expended by the Lessee in building upon or improving the Premises, or which may be derived from the Sale or Disposition of any Timber, Gravel, Sand, Bricks, Earth, and Clay,

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and other Earth or Clay, or any Bricks or Tiles which may be made therewith; and so that in every such Lease made for the Purpose of having Buildings finished or erected and built there be contained a Covenant on the Part of the Lessee substantially to build and finish the Houses or other Buildings which may be agreed to be erected or built on the Premises, if not then already done, within a Time to be specified for that Purpose, and to keep in repair during the Term such Houses and other Buildings; and so that in every such Lease made for the Purpose of having Buildings repaired or rebuilt there be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same within a Term to be specified for that Purpose, and to keep in repair during the Term the Houses and other Buildings agreed to be rebuilt or repaired; and so that in every Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, unless the same shall be a Peppercorn, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping the Houses and Buildings erected and built and to be erected and built, or improved, on the Premises, insured from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof, in one of the public Offices for Insurance against Fire, and to lay out the Money to be received by virtue of such Insurance, and all such further Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating the Houses or Buildings which shall be destroyed or damaged by Fire; and also a Covenant to surrender the Possession of and leave in good Repair the Houses or other Buildings to be erected and built or repaired on the Premises comprised in such Lease on the Expiration or other sooner Determination of the Term to be thereby granted; and so that in every such Lease there be contained a Power for the said *Jane Mills*, or other the Person for the Time being entitled, whether in Equity or at Law, to the demised Premises (subject to the Term to be thereby granted), or her or his Servants and Agents, to enter upon the Premises and inspect the Condition thereof; and also a Proviso or Condition for Re-entry for Nonpayment of the Rent to be thereby reserved for any Space not exceeding Thirty Days, unless the same shall be a Peppercorn, in case there shall not be a Distress found on the Premises sufficient to pay the Rent then due, and the Costs of such Distress; and also a Proviso or Condition for Re-entry for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee, his Executors, Administrators, or Assigns, and with or without a Proviso (as to the said *Jane Mills* shall seem fit) that no Breach of any of the Covenants, Provisoes, and Conditions to be therein contained (except of the Covenant for Payment of the Rent), and of such other Covenant or Proviso or Condition (if any) as may be agreed between the Parties to be so excepted, shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in any Action for such Breach of Covenant, and unless the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Calendar Months after Judgment shall have

Terms upon which the Leases are to be granted.

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been obtained in such Action; and all such other Covenants, Conditions, Provisoos, Agreements, and Restrictions (if any) as from the Nature of the Case may appear to be reasonable or proper; and so that the respective Lessees execute Counterparts of their respective Leases (the Mention of which Counterpart in any such Lease shall for the Purposes of this Act be conclusive Evidence of the same having been duly executed), and pay all Expences of and incident to such Leases and the Counterparts thereof; and so that no Lessee to whom any such Lease shall be made be by any Clause or Words therein contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized.

Power to appropriate any Part of the Land for Streets, Squares, &c.

II. Provided always, and be it further enacted, That it shall be lawful for the said *Jane Mills* to set out, allot, and appropriate, or authorize and empower the Lessee or Lessees to whom any Lease or Leases may be granted or agreed to be granted to set out, allot, and appropriate, any Part or Parts of the Land or Ground so authorized to be leased as aforesaid, either including or excluding the Sites of all or any of the Houses, Erections, or Buildings now standing and being or building or forming on the said Ground, as and for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, and to make and form, or to authorize and empower the Lessee or Lessees to make and form, into or for Streets, Roads, Squares, Ways, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements or Conveniences, the Lands so set out, allotted, and appropriated as aforesaid, and also to remove, fill up, arch over, cover in, stop, and divert, or authorize and empower the Lessee or Lessees to remove, fill up, arch over, cover in, stop, and divert, any Mounds, Pits, Dikes, Ditches, Ponds, Drains, and Watercourses in or upon the said Land or Ground, and also to divide the said Land or Ground into such Lots or in such Way or Manner as shall be thought most beneficial, and to form or authorize and empower the Formation of such Squares, Circuses, Pleasure Grounds, or Promenades for the Accommodation of the Tenants and Occupiers of the Premises and Buildings to be erected as aforesaid, or for the general Improvement of the Estate, in such Manner, and upon such Terms, and either subject to or without being subject to any annual or other Payments by the respective Lessees or Occupiers of Premises and Buildings to be erected as aforesaid, as shall be mentioned and agreed upon either in the Lease so to be made as aforesaid or in any general Deed to be executed for that Purpose by the said *Jane Mills*.

Power to enter into Contracts for Leases, and to apportion Rent on Leases being granted.

III. Provided also, and be it further enacted, That it shall be lawful for the said *Jane Mills* to enter into any Contract in Writing for granting Leases of the said Land or Ground herein-before authorized to be leased as aforesaid, with the Buildings (if any) which shall be standing thereon, or any Part thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, (as and when any Land or Buildings so agreed to be let, or any Part thereof, shall be built upon, rebuilt,



rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract,) by Indenture, sealed and delivered as aforesaid, to demise and lease the Ground and Buildings mentioned in such Contract, or any Part thereof, to the Person contracting to take the same, or his Executors, Administrators, or Assigns, or to such other Persons as he shall nominate in that Behalf, during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion of the yearly Rent to be specified in such Contract, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rack Rent Value of the Land or Buildings to be comprised in such Lease when fit for Habitation and Use; and, if the said *Jane Mills* shall think the same expedient, to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Land or Ground thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract shall have been reserved in any Lease to be granted, at such Time and in such Manner as may be thought proper; or if no given Quantity of Land or Ground for such Purpose shall be specified in such Contract, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease granted of a competent Part of the said Land or Ground thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more than One Lease at the yearly Rent of a Peppercorn, and in case of Leases to be granted subject to the Rent of a Peppercorn to agree to grant the same either before or after the Land or Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the full yearly Rent agreed to be reserved in such Contract may be made to commence at such Period or Periods within or at the Expiration of Five Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease shall be granted of any Part of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Hereditaments comprised in such Contract which shall not for the Time being be leased, to the Payment only of such Portion of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract may be entered into may have, exercise, and enjoy all or any of the Liberties which  
are



are authorized to be granted to Lessees under the Power of leasing herein-before contained.

Contracts to contain certain Clauses.

IV. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same, or for Re-entry, with respect to such Part of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased in pursuance of such Contract, and shall not be built on or repaired, laid out, formed, or improved, in the Manner in such Contract stipulated, and within a reasonable Time to be therein appointed; and also a Clause or Condition that the Person to whom such Lease ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart thereof; and pay the reasonable Charges of preparing the same within a reasonable Time to be appointed by such Contract, or that in default thereof such Contract, as to the Lands and Buildings not actually leased by virtue of the same Contract, shall be void; and every such Contract shall be binding, and shall be carried into effect by a Lease to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Power to alter, release, or renew Contracts.

V. Provided also, and be it further enacted, That it shall be lawful for the said *Jane Mills* from Time to Time to enter into any new Contracts or Agreements with any Person with whom any Contract shall have been entered into by virtue of this Act, by way of Addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained or to be contained, or to release the Person with whom any Contract shall have been entered into by virtue of this Act, and his Heirs, Executors, Administrators, or Assigns, of and from the Observance of all or any Part of his Contract, and, if thought expedient so to do, to enter into any new Covenants or Agreements with such Person, or his Executors, Administrators, or Assigns, in lieu of the Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Hereditaments comprised in any such Contract; and that the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers of this Act, in the same Manner as if no Contract for leasing the same had been previously entered into or executed: Provided always, that the new Covenants or Agreements hereby authorized to be made and entered into shall be in conformity to the Powers and Provisions of this Act.

Contracts to form no Part of Title after Leases are granted.

VI. Provided also, and be it further enacted, That after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Leases valid though varying from Contracts.

VII. Provided also, and be it further enacted, That every Lease to be granted under the Authority of this Act shall be deemed and taken to be duly granted, although it should have been preceded by a Contract, and such Contract should not in all respects have been duly observed.

VIII. And



VIII. And be it further enacted, That it shall be lawful for the said *Jane Mills* at any Time to accept or authorize a Surrender of any Lease which may have been granted as aforesaid, and upon any such Surrender to grant Leases, and enter into Contracts for granting Leases, under the Powers and Authorities herein-before contained, of the Hereditaments comprised in the Lease so to be surrendered, or any Part thereof, either alone, or together with any other Part of the Buildings, Lands, and Grounds which are hereby authorized to be leased as aforesaid, making due Allowance in regulating the Terms upon which Leases shall be granted or agreed to be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof; and also that if Possession of the Hereditaments comprised in any Lease or Contract to be made or entered into pursuant to this Act shall be resumed, or the same Hereditaments shall be entered into or recovered, under and by virtue of any Condition of Re-entry in such Lease or Contract contained, or otherwise, then and in every such Case it shall be lawful for the said *Jane Mills* to grant Leases, or enter into Contracts for the granting of Leases, and afterwards to grant Leases, of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Lease or Contract for Leases thereof had been previously granted.

Power to surrender Leases, and to re-demise the Premises so surrendered, and also Premises the Leases, &c. of which may have been avoided by Re-entry.

IX. And be it further enacted, That it shall be lawful for the said *Jane Mills* (if she shall think fit so to do) to confirm any Lease to be granted by virtue of this Act in any Case in which, for some technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, and at and under the same yearly Rent or at a larger Rent than was reserved in such void or voidable Lease, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or new Lease.

Leases void or voidable for Informality may be confirmed.

X. Provided always, and be it further enacted, That no Lease or Contract or Deed or Instrument hereby authorized to be granted, entered into, or executed by the said *Jane Mills* shall be valid without the Consent and Approbation in Writing of the said *Charles Wriothesly Digby*, in case he shall be then living.

No Lease to be valid without the Consent of C. W. Digby, if living.

XI. And be it further enacted, That all the Powers and Authorities for granting Building or Repairing Leases, and for entering into Contracts for granting Building or Repairing Leases, and all other Powers and Authorities by this Act given or granted unto the said *Jane Mills*, with reference to the Lands and Hereditaments in the Parish of *Aston-juxta-Birmingham* described in the Schedule to this Act, shall extend to and shall and may be exercised and enjoyed by the said *Charles Wriothesly Digby* at any Time or Times during his Life, when and as soon as under or by virtue of the Limitations contained in the herein-before in part recited Indenture of Settlement

Powers granted to *Jane Mills* extended to C. W. Digby and the Trustees under the Settlement.

[Private.]



he shall become beneficially entitled to the Rents and Profits of the same Lands and Hereditaments; and after the Decease of the said *Charles Wriothesly Digby*, and during the Minority of any Child or Children of the said *Charles Wriothesly Digby* who by virtue of the Limitations aforesaid shall be entitled to the actual Possession or to the Receipt of the Rents and Profits of the said Lands and Hereditaments, or any Part or Share thereof, the same Powers and Authorities shall extend to and shall and may be exercised and enjoyed by the said *John Floyer, William Bond, Henry Robert Digby, and Kenelm Somerville*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, and by other the Trustees or Trustee who shall be appointed in pursuance of the Provision for the Appointment of new Trustees contained in the said Indenture of Settlement, or by the Trustees or Trustee thereof for the Time being, with reference to the said Lands and Hereditaments; and the said *Charles Wriothesly Digby*, and the Person or Persons by whom the Power of leasing may be exercised, shall and may confer upon the Person or Persons to whom such Leases may be granted or agreed to be granted the same Powers, Privileges, and Authorities as the said *Jane Mills* is hereby authorized or empowered to confer upon the Lessees in any Leases which may be granted or agreed to be granted by her.

Powers contained in the Settlement not to be affected except as by this Act.

XII. Provided always, and be it further enacted, That this Act shall not, nor shall any thing herein contained, be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers in the said herein-before in part recited Indenture of Settlement contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

Provisoes for Re-entry to be apportionable according to the Agreement of the Parties.

XIII. Provided always, and be it further enacted, That no Lease or Contract to be made by virtue of the Provisions herein-before or in the said Indenture of Settlement contained shall be void or invalid or defeasible or questionable on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Part of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract; and that, notwithstanding the Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Tenements thereby leased or agreed to be leased, the Condition of Re-entry shall remain and be in full Force as to any Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held under or by virtue of the same Lease or Contract; and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intentions of the Parties as expressed in any such Lease or Contract accordingly; and no Under-lease or Under-leases to be granted of all or any Part of the Ground to be comprised in any Lease or Contract to be made by virtue of the Provisions



visions herein-before or in the said Indenture of Settlement contained shall be liable to Forfeiture, or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee or respective Lessees in the original Lease or Leases, by reason of the Breach or Nonperformance of any of such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Under-lease or Under-leases respectively, or some Part thereof; and moreover, that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in any such Under-lease or Under-leases shall not work a Forfeiture of the original Lease or Leases thereof as respects any other Premises therein comprised, and not included in such Under-lease or Under-leases; and that the Proviso of Re-entry to be contained in such original Lease or Leases for Nonperformance of the Covenants, Provisoes, or Conditions to be therein contained, on the Part of the Lessee or respective Lessees, shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate and exclusive Operation with respect to the Premises to be comprised in each and every of such Under-lease or Under-leases as aforesaid, in such and the same Manner as if, instead of each original Lease comprising more than the Premises included in each such Under-lease or Under-leases as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Under-lease as aforesaid; and further, that an Insurance upon any Messuages or Buildings to the Extent of Four Fifths of the Value thereof shall exempt the Owners for the Time being of such Messuages or Buildings from Eviction by reason of any Want or Defect of Insurance as to or in respect of any other Messuages or Buildings, unless the same shall arise or happen by their own wilful Negligence or Default.

XIV. And be it further enacted, That all the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and obtaining and passing this Act, or which may be incident or relating thereto, shall be defrayed and paid by the said *Charles Wriothesly Digby*, his Executors or Administrators: Provided always, that the said *John Floyer, William Bond, Henry Robert Digby, and Kenelm Somerville*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Twentieth Day of *July* One thousand eight hundred and thirty-one, shall and they are hereby required to repay to and reimburse the said *Charles Wriothesly Digby*, his Executors or Administrators, out of any Monies which shall come to their or either of their Hands under or by virtue of any of the Powers or Provisions contained in the said Indenture of Settlement, the Amount which shall have been so paid by him the said *Charles Wriothesly Digby*, his Executors or Administrators, for or in respect of such Costs, Charges, and Expences.

For defraying Expences of the Act.

XV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all Persons and Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Jane Mills, Charles Wriothesly Digby*,

General Saving.



*Digby*, and *Mary Elizabeth Digby*, his Child, and her Issue, and any future Wife of the said *Charles Wriothesly Digby*, and the future Children of the said *Charles Wriothesly Digby* and their Issue, and the right Heirs of the said *Charles Wriothesly Digby*, and the said *John Floyer*, *William Bond*, *Henry Robert Digby*, and *Kenelm Somerville*, or other the Trustees or Trustee for the Time being of the said Indenture of Settlement of the Twentieth Day of *July* One thousand eight hundred and thirty-one; in their Capacity of Trustees only, and all other Persons whomsoever having or lawfully or equitably claiming, or who shall or may hereafter have or lawfully or equitably claim, any Estate, Right, Title, Interest, Claim, or Demand whatsoever of, in, to, or out of the several Hereditaments comprised in the Schedule to this Act, under or by virtue of the Limitations contained in the said Indenture of Settlement or in the said recited Will of the said *Wriothesly Digby*, their Heirs, Executors, Administrators, and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Hereditaments, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

Rules for the Interpretation of the Act.

XVI. And be it further enacted, That in the Construction of this Act Words importing the Masculine Gender shall extend and be applied to Females as well as to Males; and Words importing the Singular Number only shall extend and be applied to several Persons or Things as well as to one Person or Thing; and Words importing the Plural Number only shall extend and be applied to one Person or Thing as well as to several Persons or Things; unless there be something in the Subject or Context repugnant to such Construction.

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

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



The SCHEDULE to which the foregoing Act refers.

Tenants.	Description.	Quantities, more or less.	Total Quantity held by each Tenant.	
		A. R. P.	A. R. P.	
Edwards, Mary, the Re- presentatives of (formerly Edwards, Edward).	Hunt's Leasow	3 2 23		
	Far Close	7 1 39		
	Over Meadow	3 2 23		
	Far Moor	3 2 24		
In hand, formerly Haden, Henry, afterwards Brad- ley, George, and Gibson, John.	<i>The Garrison Farm.</i>		18 1 29	
	Dwelling House, Buildings, Yards, and Garden.	3 3 27		
	Still Leasow, Little Croft, and Over ditto.	10 3 5		
	Garden Close	7 0 36		
	Shoulder of Mutton	16 1 14		
	Deduct Land sold to the London and Birming- ham Railway Com- pany	A.2 1 8		
	Deduct Land given up in Exchange with Daniel Led- sam	4 3 5		
		7 0 13		
		9 1 1		
	Spring Leasow, or the Bogs	7 1 37		
	Deduct Land sold to the London and Birmingham Railway Company	2 3 26		
		4 2 11		
	New Lays, or Big Piece	11 1 17		
	Deduct Land sold to the London and Birmingham Railway Company	0 0 8		
	11 1 9			
Sling	5 3 33			
Horse Moor and Little Hill	9 2 22			
Deduct Land sold to the London and Birmingham Railway Company	0 3 15			
	8 3 7			
Cow Pasture	6 3 2			
Deduct Land sold to the London and Birmingham Railway Company	0 1 8			
	6 1 34			

[Private.]



Tenants.	Description.	Quantities, more or less.			Total Quantity held by each Tenant.		
		A.	R.	P.	A.	R.	P.
	Ball's Meadow - - - -	8	2	5			
	Over Barns Meadow - - - -	6	0	14			
	Floodgate Meadow - - - -	9	1	14			
	Big Meadow, (lately held by John Gibson - - - - 17 1 39 Deduct Land sold to the London and Birmingham Railway Company - - 0 0 20						
		17	1	19			
	<i>Hay Barn Farm.</i>				109	2	15
Hopkins, Abraham, formerly Wheelwright, William, afterwards Poole, Richard Hayhurst.	Hay Mill Brook House, Buildings, Yards, and Garden.	2	3	3			
	Foredrove - - - -	0	2	39			
	Rick-yard, Close, and Intake - - - -	10	2	38			
	Great Horse Close and Intake - - - -	14	1	8			
	Little Horse Close - - - -	8	1	9			
	Highway Leasow - - - -	8	2	29			
	Hunt's Leasow - - - -	7	0	22			
	Long Moor - - - -	5	3	14			
	Wood Bit - - - -	2	0	33			
	Great Wood - - - -	5	2	33			
	Gorsty Leasow - - - -	16	2	5			
	Great Barn Close, or Crab Tree Leasow	10	1	24			
	Pear Tree Leasow - - - -	7	2	1			
	Near Pear Tree Leasow - - - -	7	0	25			
	Potato Close - - - -	10	1	34			
	Long Meadow - - - -	11	2	14			
	Brick-kiln Close - - - -	3	3	7			
	Field, Barn House, Fold-yard, &c. - - - -	0	1	8			
	The Shaft Lands - - - -	12	0	35			
	Custard House Close - - - -	7	2	4			
	Great Arden Hill or Harding Hill - - - -	10	1	37			
	The Sling - - - -	7	1	26			
	Cow Hill - - - -	14	0	13			
	Little Wood - - - -	10	2	22			
	Foredrift - - - -	0	0	31			
	Saw Pit Moor - - - -	5	0	39			
	Feeding Close - - - -	5	2	16			
	Little Barley Leasow - - - -	2	3	13			
	Great Meadow - - - -	13	1	16			
	Brook Meadow - - - -	7	1	1			
	Lady Meadow - - - -	5	1	10			
	Half of the River - - - -	0	0	24			
					236	1	33
Jones, Francis, formerly Pajot, Charles, and Shayle, Thomas.	Goldingale's Leasow - - - -	2	2	5			
	Hob Leasow - - - -	2	1	18			
	Lower Howland - - - -	3	1	12			
	Far Howland - - - -	4	2	5			
	Barn Piece - - - -	3	0	8			
	Goldingale's Leasow - - - -	2	2	12			
					18	1	20
Robins, Josiah, formerly Shayle, Thomas.	A Piece of Land, formerly Garden Ground, adjoining Lawley Street. Deduct Land sold to the London and Birmingham Railway Com- pany - - - -	2	2	27			
		1	0	0			
					1	2	27



Tenants.	Description.	Quantities, more or less.	Total Quantity held by each Tenant.
		A. R. P.	A. R. P.
Birch, James, formerly Eagle, John, and Rose, Margaret, afterwards Wheelwright, William.	Barn Close, with Barn and Rick-yard -	1 0 9	
	Mill Close - - - -	2 3 28	
	Middle Close - - - -	3 1 26	
	Handsworth Close - - - -	3 0 16	
	Neachell's Green Close - - - -	3 2 8	
	Intake adjoining Neachell's Green Close.	0 2 38	
	Blackbrook Meadow - - - -	4 0 26	
			18 3 31
			403 1 35

*Henry Eyres Lander.*

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