



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 19.

An Act to authorize the Sale of certain Estates and Mines belonging to the Chapel of *Willenhall* in the Parish of *Wolverhampton* in the County of *Stafford*; and to provide a Residence for the Incumbent of the Chapel. [6th August 1844.]

WHEREAS the Chapel of the Township or Liberty of *Willenhall* in the County of *Stafford* is a Chapel of Ease to the Royal Free Chapel and Parish Church of *Wolverhampton* in the said County of *Stafford*, and the Reverend *George Hutchinson Fisher* Clerk is the present Incumbent of the said Chapel of Ease: And whereas, as appears by a Surrender dated the Twenty-first Day of *November* One thousand seven hundred and twenty-seven, in the First Year of the Reign of His Majesty King *George* the Second, and entered on the Rolls of the Court of the Manor of *Stoweath* in the said County of *Stafford*, certain Copyhold Lands and Hereditaments in the Town of *Willenhall*, holden by Copy of Court Roll of the said Manor of *Stoweath*, were formerly surrendered to the Use of certain Feoffees, and were held upon the Trusts following; (that is to say,) first, to the Payment of Eleven Shillings yearly for the ancient and accustomed chief Rent due and to be due to the Lords of the said Manor of *Stoweath*; secondly, to the Payment of Six Shillings and Eight-pence yearly towards the Reparations of the said Chapel; thirdly, towards the Maintenance of a Stipendiary Priest, Minister, or Curate, for saying of Divine Service, ministering of the Holy Sacraments, and doing all such Duties in the Chapel of *Willenhall* as should belong to his Ministry or Function:

Surrender,] dated the] 21st of Nov. 1727.

[Private.]

7 a

And

Surrender
of the Copy-
hold Here-
ditaments, at
a Court
Baron held
for the
Manor of
Stowheath,
to Trustees,
upon certain
Trusts,
24th of Sep-
tember
1839.

And whereas on or about the Twenty-fourth Day of *September* One thousand eight hundred and thirty-nine, at a Court Baron held for the said Manor of *Stowheath*, the said Copyhold Lands and Hereditaments were surrendered to the Use of *Thomas Hincks, John Riley Hincks, John Read* (since deceased), *William Stokes, John Mason, Joseph Turner* (since deceased), *John Biddle, Jeremiah Hartill*, and *John Davies*, their Heirs and Assigns for ever, in trust nevertheless and to the Intent and Purpose that the said *Thomas Hincks, John Riley Hincks, John Read, William Stokes, John Mason, Joseph Turner, John Biddle*, and *Jeremiah Hartill*, and *John Davies*, and the Survivors and Survivor of them, should set and let the same Premises according to the true and reasonable Rate or Value thereof for the Time being; and the Monies, Profits, and Rents to be reserved and received out of the same Lands and Tenements to be paid and employed half-yearly in Manner and Form following; first, for the Payment of Eleven Shillings yearly for the ancient and accustomed chief Rent due to the Lords of the said Manor; secondly, for the Payment of Six Shillings and Eight-pence yearly towards the Reparation of the said Chapel of *Willenhall*; and, thirdly, towards the Maintenance of a Stipendiary Priest, Minister, or Curate for the saying of Divine Service, ministering of the Holy Sacraments, and doing such other Duties in the said Chapel of *Willenhall* as should belong to his Ministry or Function, under, subject, and liable and according to the several Directions and Qualifications which were particularly and distinctly set down and mentioned upon the Rolls of the said Manor of *Stowheath*, on the Eleventh Day of *October* in the Sixth Year of the Reign of King *James* the First, upon which Surrender the said *Thomas Hincks, John Riley Hincks, John Read, William Stokes, John Mason, Joseph Turner, John Biddle, Jeremiah Hartill*, and *John Davies* were duly admitted to the same Premises: And whereas certain Freehold Lands and Hereditaments situate, lying, and being within the said Township of *Willenhall*, and the Township or Liberty of *Bentley* in the Parish of *Wolverhampton* in the said County of *Stafford*, have from Time immemorial been held and enjoyed in like Manner as the said Copyhold Lands and Hereditaments, and the said Freehold and Copyhold Lands and Hereditaments are treated as and considered to be subject to the same Trusts, and to constitute one and the same Charity, of which Charity the said *Thomas Hincks, John Riley Hincks, William Stokes, John Mason, John Biddle, Jeremiah Hartill*, and *John Davies* are the present Trustees: And whereas there is now standing in the Name of the Accountant General of the High Court of Chancery, in trust in the Matter “The Trustees of *Willenhall* Chapel, the *Grand Junction* Railway Company,” the Sum of Three hundred and eighty-six Pounds and Three Shillings Bank Three Pounds *per Centum* Consolidated Annuities, which Sum is the Investment of the Purchase Money for certain Copyhold Lands belonging to the said *Willenhall* Chapel of Ease taken by the said *Grand Junction* Railway Company under the Powers and for the Purposes of a certain Act of Parliament enabling them in that Behalf: And whereas the Sum of Two hundred and two Pounds and Ten Shillings is due and owing to the said *Willenhall* Chapel of Ease Estate from the *Birmingham* Canal Company, for the Purchase of certain Freehold Lands belonging to the said *Willenhall* Chapel of Ease,

Ease, taken by such Company under the Powers and for the Purposes of a certain Act of Parliament enabling them in that Behalf: And whereas the Mines, Minerals, and Quarries lying within and under the said Lands taken by the said *Grand Junction* Railway Company and *Birmingham* Canal Company are reserved and now belong to the said *Willenhall* Chapel of Ease: And whereas the said Freehold and Copyhold Lands and Hereditaments, exclusive of the Lands so as aforesaid taken by the said *Grand Junction* Railway Company and Canal Company respectively, are, together with the Mines, Minerals, and Quarries so reserved as aforesaid, specified and comprised in the Schedule to this Act annexed: And whereas Part of the said Lands and Hereditaments within the said Township of *Willenhall* are uninclosed Lands, and lie dispersedly in the Common Fields there, and intermixed with other Lands: And whereas all or the greater Part of the said Freehold and Copyhold Lands within the said Townships of *Willenhall* and *Bentley* contain Beds and Seams of Coal and Ironstone, and other Minerals, which have not been opened: And whereas there is not any Residence for the Incumbent of the said Chapel of *Willenhall* upon the Estates belonging to the same Chapel: And whereas it would be greatly for the Benefit of the said *Willenhall* Chapel of Ease if the Incumbent for the Time being of the said Chapel were authorized and empowered, with the Consent of the Trustees or Trustee for the Time being of the said Charity, to sell the said Lands, Mines, Minerals, Quarries, and Hereditaments comprised in the said Schedule to this Act, and if the Proceeds of the Sale thereof were laid out, under the Direction of the High Court of Chancery, in the Purchase of other Freehold or Copyhold Lands or Hereditaments, to be vested in the Trustees or Trustee for the Time being of the said Charity, upon such Trusts as the Premises so to be sold as aforesaid are now held, and if a suitable and convenient Residence for the Incumbent for the Time being of the said Chapel of Ease were provided out of any Monies arising from the Sale of the said Premises so to be sold as aforesaid, and if the said Sum of Three hundred and eighty-six Pounds and Three Shillings Bank Three Pounds *per Centum* Consolidated Annuities and the said Sum of Two hundred and two Pounds and Ten Shillings were made applicable to the like Purposes as the Monies arising from the Sale of the said Premises so to be sold as aforesaid; but the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *George Hutchinson Fisher*, Incumbent of the said *Willenhall* Chapel of Ease, and the said *Thomas Hincks*, *John Riley Hincks*, *William Stokes*, *John Mason*, *John Biddle*, *Jeremiah Hartill*, and *John Davies*, Trustees of the said Charity, 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 this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, and he is hereby authorized, at any Time or Times after the passing of this Act, with the Consent in Writing of the Trustees or Trustee for the Time being of the said Charity, absolutely to sell and

Incumbent
for the Time
being of
Willenhall
Chapel, with
Consent of
Trustees,
empowered

to sell the Hereditaments comprised in the Schedule.

and dispose of all or any Part or Parts of the Messuages or Tenements, Lands, and Hereditaments comprised in the Schedule to this Act annexed (other than the Mines therein specifically mentioned), together with all and singular the Rights, Members, and Appurtenances whatsoever to the same Premises respectively belonging or in anywise appertaining, or with the same or any Part thereof respectively now or heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof or of any Part thereof respectively, or appurtenant thereto respectively, (subject to any Contracts for Sale, and Demises or Leases, which may have been entered into or made under the Powers for those Purposes herein-after given,) either at one Time or at several Times, and either together or in Parcels, and either by public Auction or by private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales respectively be reasonably obtained for the same respectively, and with Power for the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, with such Consent as aforesaid, to buy in the same Premises or any Part or Parts thereof at any Sale or Sales by Auction, and to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the said Premises or any Part or Parts thereof, whether upon a Sale by public Auction or by private Contract, and to resell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss which may be occasioned thereby, and upon Payment into the Bank of *England* in manner herein-after mentioned of the Purchase Money for the same Premises, or any Part or Parts thereof respectively which shall be so sold, by any Indenture or Indentures under his Hand and Seal to limit, appoint, and convey the Hereditaments which shall be so sold as aforesaid, with their Rights, Members, and Appurtenances, (subject to any such Contracts for Sale and Demises and Leases as before referred to,) unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or in such other Manner as he, she, or they shall direct, freed, acquitted, exonerated, and discharged of and from all and every the Uses and Trusts which were subsisting in the same Hereditaments immediately before the passing of this Act.

The Trustees empowered to make Surrenders of the Copyholds to Purchasers.

II. Provided always, and be it further enacted, That at any Time after the Execution of such Indenture as last aforesaid, by which any Copyhold Hereditaments shall be limited, appointed, and conveyed or otherwise assured, it shall and may be lawful to and for the said *Thomas Hincks, John Riley Hincks, William Stokes, John Mason, John Biddle, Jeremiah Hartill, and John Davies*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, and they and he are and is hereby directed and required, by a Surrender or Surrenders to be by them or him made into the Hands of the Lord or Lady or Lords or Ladies of the said Manor of *Stowheath*, or his, her, or their Steward, or his Deputy, according to the Custom of the same Manor, to surrender the Copyhold Hereditaments comprised in such Indenture, with their Rights, Members,
and

and Appurtenances, to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or otherwise as he, she, or they shall in that Behalf direct, to be holden at the Will of the Lord or Lady or Lords or Ladies of the said Manor of *Stoweheath*, according to the Custom of the same Manor, by the Rents, Fines, Suits, and Services thereof due and of right accustomed.

III. And be it further enacted, That it shall and may be lawful to and for the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, and he is hereby authorized, at any Time or Times after the passing of this Act, with the Consent in Writing of the Trustees or Trustee for the Time being of the said Charity, to contract, either by public Auction or private Contract, or partly in each Mode, with any Person or Persons whomsoever, for the Sale of all and every or any of the Mines of Clay, Coal, and Ironstone, and other Mines, Minerals, and Quarries within and under such of the said Lands herein-before authorized to be sold as shall for the Time being remain unsold, or within and under any Part or Parts thereof, and also the Mines, Minerals, and Quarries in the Schedule to this Act annexed specifically mentioned, for the best Price or Prices in Money that can at the Time of such Contract for Sale or Contracts for Sale respectively be reasonably obtained for the same respectively, with full Power for the said *George Hutchinson Fisher*, or such other Incumbent as aforesaid, with such Consent as aforesaid, to buy in the same Mines, Minerals, and Quarries, or any Part or Parts thereof, at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the same Mines, Minerals, and Quarries, or any Part or Parts thereof, whether upon a Sale by public Auction or by private Contract, and to resell the Mines, Minerals, and Quarries which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss which may be occasioned thereby, and, for the Purpose of carrying into effect any such Contract for Sale, by any Indenture or Indentures under his Hand and Seal to grant, demise, and lease all and every or any of the said Mines of Clay, Coal, and Ironstone, and other Mines, Minerals, and Quarries, and, if thought expedient for the better working of the same Mines, Minerals, and Quarries, also any Part or Parts of the Lands and other Hereditaments comprised in the Schedule to this Act annexed, unto any Person or Persons, for such Term or Terms of Years, and with or without any Rent or Rents, and upon such Terms as shall be thought reasonable and expedient, and by any such Indenture or Indentures to grant, demise, and lease all or any of the Liberties, Licences, Powers, and Authorities herein-after mentioned; (that is to say,) full and free Liberty, Licence, Power, and Authority to search for, win, work, take, use, and dispose of all such Clay, Coal, Iron, Ironstone, and other Metals and Minerals whatsoever as shall be found in the same Mines and Quarries, and to sink, make, and work Grooves, Shafts, Drifts, Trenches, Sluices, Way Gates, Water Gates, and Watercourses, and to erect Furnace or Furnaces, Fire or other Engines, Mills or Gins, and to use all other Ways and Means whatsoever, whether of present Use or future Invention, as well for the

Power for the Incumbent, with the Consent of the Trustees, to contract for the Sale of the Mines;

and to grant Leases.

[Private.]

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finding

finding, discovering, winning, working, and getting of Clay, Coal, Iron, Ironstone, and other Metals or Minerals forth and out of the said Mines of Clay, Coal, and Ironstone, and other Mines and Quarries, as for the avoiding and carrying away Water, foul Air, or Stench from, forth, or out of the same, and also full and free Liberty of Outstroke and Instroke into or from any adjoining Coal Mines or other Mines; and also full and free Liberty, Licence, Power, and Authority to take and use sufficient Groundroom, Heap-room, and Pitroom for laying, placing, and manufacturing the Clay, Coals, Iron, Ironstone, Earth, and Rubbish that shall from Time to Time be wrought, dug, gotten, or proceed from, forth, or out of the said Mines of Clay, Coal, and Ironstone, and other Mines and Quarries, and also sufficient Ways, Paths, and Passages to and for the respective Lessees to be named in such Demises or Leases respectively, and his, her, or their respective Executors, Administrators, or Assigns, and their Agents, Workmen, or Servants, from Time to Time during the Continuance of such Leases, respectively to take and carry away, with Horses, Carts, Wains, Waggons, and other Carriages, over any of the Lands specified in the Schedule to this Act annexed, all the Clay, Coals, Iron, Ironstone, Metals, and Minerals which shall from Time to Time be wrought, won, or gotten in, from, forth, and out of the said Mines of Clay, Coal, and Ironstone, and other Mines and Quarries to be demised or leased as aforesaid, or any adjoining Mines, and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up, in any convenient Place or Places near any of the said Mines of Clay, Coal, or Ironstone, or other Mines or Quarries so to be demised or leased, all such Houses, Hovels, Lodges, Sheds, or other Buildings as shall from Time to Time be needful or convenient for the standing, lying, and placing any Workmen, Horses, Gear, Utensils, or Materials to be employed or used in or about the working of the said Mines and Quarries respectively, and to dig and get Stone, Peat, or Clay for erecting, building, or repairing such Houses and other Buildings, and to do whatsoever else shall be needful or requisite in or about or for the winning, working, obtaining, getting, washing, cleansing, and smelting of Clay, Coals, Iron, Ironstone, Metals, and Minerals from, forth, and out of the said Mines of Clay, Coal, and Ironstone, and other Mines and Quarries, and for the manufacturing, taking, and carrying away the same.

Lessees to execute Counterparts of Leases, and to enter into proper Covenants.

IV. Provided always, and be it enacted, That the respective Lessees to be named in such Leases shall duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and orderly working and managing of the said Mines and Works, and for the building, repairing, and keeping in repair the Houses, Cottages, and other Buildings to be mentioned in such Leases respectively, and such other Covenants and Agreements (if any) as shall be deemed necessary, or as shall be thought reasonable and proper.

Leases may be renewed.

V. Provided always, and be it further enacted, That in case all the Mines of Clay, Coal, Ironstone, and other Metals and Minerals comprised in any such Lease or Demise as herein-before is authorized to be made, shall not, within the Term of Years for which the same shall

shall have been leased or demised as aforesaid, be fully gotten and worked out, it shall and may be lawful to and for the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, or the Person or Persons who in consequence of any Sale having been made under this Act shall at Law have Power in that Behalf, and he and they is and are hereby required, on the Application and at the Costs and Charges of the Person or Persons to whom such Grant, Lease, or Demise shall have been made, his, her, or their Executors, Administrators, or Assigns, by Indenture or Indentures, to be sealed and delivered as aforesaid, without the Payment of any further or other pecuniary Consideration, to renew the Lease or Demise of the said Mines, Minerals, Liberties, Licences, Powers, Easements, and Privileges for any Term or Number of Years not exceeding Fourteen Years, to be computed from the Expiration or other sooner Determination of the Term to be so first granted as aforesaid, under and subject to such and the like Covenants, Conditions, and Agreements as shall be contained in the Lease or Demise so first to be granted as aforesaid, or as near thereto as Circumstances will then admit of, and so from Time to Time at the Expiration or other sooner Determination of each successive renewed Term to renew the Lease or Demise of the said Mines, Minerals, Liberties, Licences, Powers, Easements, and Privileges for another Term, not exceeding Fourteen Years, to be computed from the Expiration or sooner Determination of the Term last previously granted, until the said Mines of Coal, Ironstone, and other Minerals comprised in such original Lease shall have been fully gotten and wrought out.

VI. Provided always, and be it further enacted, That it shall be lawful for the said Incumbent for the Time being, with such Consent as aforesaid, upon any Contract for Sale of any Mines, Minerals, and Quarries, being of Copyhold Tenure, to procure such Licence or Licences to demise and work the same as shall be necessary or proper in that Behalf, upon such Terms as shall be thought reasonable, and upon the granting of any such Lease or Leases as aforesaid to make such Stipulations as he shall think proper as to the Payment and Discharge of all Fines which shall on the Renewal of such Licence be payable to the Lord or Lords, Lady or Ladies of the said Manor of *Stowheath*.

Power to Incumbent to procure Licences to demise, &c. from the Lord of th Manor of Stowheath

VII. Provided also, and be it further enacted, That in any Exercise of the Power of demising and leasing herein-before contained as to any Copyhold Mines or other Hereditaments it shall and may be lawful to and for the said *Thomas Hincks, John Riley Hincks, William Stokes, John Mason, John Biddle, Jeremiah Hartill, and John Davies*, or the Survivors or Survivor of them, or the Heirs of such Survivor, or their or his Assigns, and they and he are and is hereby directed and required, to join and concur in the Demise or Lease so to be made as aforesaid, to the End and Intent that such Demise or Lease may in all respects be valid and effectual.

Trustees to join in any Leases of Copyhold

VIII. Provided always, and be it further enacted, That all and every Sums and Sum of Money which shall arise from any Sale or Sales,

Monies arising from Sales, &c.

to be paid
into the
Court of
Chancery.

Sales, or Contract or Contracts for a Sale or Sales, to be respectively made under either of the Powers herein-before contained, shall be paid by the Purchaser or Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of the *Willenhall* Chapel of Ease Estate," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter the Thirty-second, and to the general Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter the Twenty-fourth.

Providing
for Costs of
the Act, and
of carrying
it into exe-
cution.

IX. And be it further enacted, That out of the Monies so to be paid into the Bank to the Account of "*Ex parte* the Purchasers of the *Willenhall* Chapel of Ease Estate" as aforesaid, the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and also all the Costs, Charges, and Expences which shall be incurred in relation to or attending the Sale or Sales, or Contract or Contracts for a Sale or Sales, or the Lease or Leases respectively hereby authorized, or in or about the obtaining any such Licence or Licences as herein mentioned, or otherwise in or about the Execution of the Powers hereby given, and the Costs and Expences of any Application to the Court under this Act, and any Sum or Sums agreed to be allowed for Commission under the Power for that Purpose herein-after given, shall be in the first place paid and satisfied; and the Residue and Surplus of such Monies shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, be laid out and invested, under the Direction of the said Court, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, or Copyhold Lands or Hereditaments, convenient to be enjoyed with any Freehold Estates so to be purchased under this Act, and to be holden for an Estate of Inheritance in Possession, to be respectively approved of by the said Court, all which Premises so to be purchased shall be conveyed and assured unto and to the Use of the said *Thomas Hincks, John Riley Hincks, William Stokes, John Mason, John Biddle, Jeremiah Hartill, and John Davies*, or other the Trustees or Trustee for the Time being of the said Charity, their or his Heirs and Assigns for ever, upon which the Hereditaments sold would have been held in case the same had not been so sold, and this Act had not been passed.

Application
of surplus
Monies in
the Pur-
chase of
Freehold
Heredita-
ments.

Until a Pur-
chaser is
found, the
Monies to
be invested
in the Public
Funds.

X. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences as aforesaid, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, be from Time to Time laid out and invested, under the
Direction

Direction of the said Court of Chancery, in the Purchase of a competent Share or competent Shares of any of the Parliamentary Stocks or Public Funds of *Great Britain*, in the Name of the Accountant General, and shall remain so invested until the same shall be wanted for any of the Purposes herein-before or herein-after expressed, and until the same shall, upon a Petition to be preferred to the Court of Chancery in a summary Way by the said *George Hutchinson Fisher*, or other the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, be ordered to be sold by the said Accountant General, for the Payment of any such Costs, Charges, or Expences as aforesaid, or for completing any such Purchase or Purchases as aforesaid, or for the Purposes herein-after mentioned, in such Manner as the said Court shall think fit and direct; and the Dividends and annual Produce of such Stocks and Funds shall be paid and applied to such Person or for such Purposes as the Rents, Issues, and Profits of the Hereditaments to be purchased with the Monies to arise from the Sale thereof would have been payable or applicable if the same Monies had been actually laid out in the Purchase of Lands and Hereditaments.

XI. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the Court of Chancery, of the Payment into the Bank, by or on behalf of such Purchaser or Purchasers, of his, her, or their Purchase Money or Purchase Monies for the said Lands and Hereditaments and Mines herein-before authorized to be sold, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge, or good and sufficient Discharges, to such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid, and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

Accountant General's Certificate, with the Receipt of a Cashier of the Bank, to be a Discharge to a Purchaser.

XII. And be it further enacted, That it shall and may be lawful to and for the said Court of Chancery, and the said Court is hereby authorized and required, on the Petition of the Incumbent for the Time being of the said *Willenhall* Chapel of Ease, and of the Trustees or Trustee for the Time being of the said Charity, to order any Sum or Sums of Money as the said Court shall deem to be sufficient for providing a fit Residence for the said Incumbent, not exceeding in the whole the Sum of One thousand six hundred Pounds, to be raised out of the Monies which shall then be standing to the said Account "*Ex parte* the Purchasers of the *Willenhall* Chapel of Ease Estate," or out of the Stocks or Funds in which the Monies arising from such Sales as aforesaid shall have been invested, and to be paid into the Hands of such Person or Persons as shall be nominated and appointed in that Behalf by the said Incumbent and Trustees or Trustee for the Time being, by Writing under their re-

Court of Chancery may order a Sum not exceeding 1,600*l.* to be raised, and applied in building a Parsonage House for the Incumbent of *Willenhall* Chapel.

spective Hands, after the Person so nominated and appointed shall have given a Bond to the said Trustees or Trustee, with a sufficient Surety, in Double the Sum so to be raised, conditioned for applying and accounting for the same according to the Directions of this Act, such Bond and Surety to be approved by the said Court of Chancery; and the Person or Persons so to be nominated or appointed shall with all convenient Speed forthwith lay out the Sum or Sums of Money paid to him as aforesaid, or a competent Part thereof, in erecting and building, upon any Freehold or Copyhold Land hereby authorized to be sold, or which shall be purchased under the Provisions of this Act, and which respectively shall be situate within One Mile and an Half of the said Chapel of Ease, a substantial Parsonage House for the Habitation and Residence of the Incumbent of the said Chapel, with suitable Outhouses, Offices, and other Buildings attached thereto, and proper Fixtures for the same, and in laying out, planting, and fencing any Lands adjoining thereto as and for an Orchard, Croft, Homestead, or Garden for such Parsonage House, and shall, with the Approbation of the said Incumbent and Trustees or Trustee for the Time being, enter into Contracts for effecting the said Purposes, and shall inspect and have the Care of the Execution of such Contracts, and shall pay the Money for erecting such Buildings according to the Terms of such Contracts, and shall take proper Receipts and Vouchers for the same, and as soon as such Purposes shall be completed, and the Money paid, shall make out an Account of his Receipts and Payments, together with the Vouchers for the same, and enter them in a Book which shall be signed by him, and examined by the said Incumbent and Trustees or Trustee, and when allowed by Writing under their respective Hands such Allowance shall be a full Discharge to the Person so nominated and appointed in respect of such Accounts, and if any Balance shall remain in his Hands the same shall be paid to the Accountant General, to the said Account "*Ex parte* the Purchasers of the *Willenhall* Chapel of Ease Estate," and shall be applicable for the same Purposes as the Monies herein-before directed to be paid to the same Account; and such Account, together with the Vouchers, shall be deposited with the Registrar of the Bishop of the Diocese, and kept by him for the Use and Benefit of the Incumbents of the said Chapel of Ease for the Time being: Provided always, that no such Parsonage House shall be built on any Copyhold Land until a proper Licence for that Purpose shall have been procured from the Lord or Lady of the Manor: Provided also, that in case any Land hereby authorized to be sold shall be appropriated to the Purposes aforesaid, the Powers of Sale hereby given shall cease as to such Lands, and the Mines and Minerals within and under the same.

Power to
allow to the
Person into
whose
Hands the
Monies to
be raised as
last afore-
said are to

XIII. And be it further enacted, That it shall be lawful for the said Incumbent and Trustees or Trustee for the Time being, by Writing under their Hands, to make such Allowance to the Person to be nominated and appointed by them as the Person into whose Hands Monies raised under the Power last herein-before contained shall be paid for the Purposes aforesaid as they shall think fit, not exceeding a Commission at the Rate of Five Pounds for every One hundred

Pound
s

Pounds laid out in the Manner in such Power mentioned, such Allowance to be in addition to the Sum by this Act authorized to be so laid out.

be paid a Commission of 5% per Cent.

XIV. And be it further enacted, That if the said Incumbent and Trustees or Trustee for the Time being shall think it more advantageous to the said Estates to purchase a House for the Residence of the said Incumbent than to build a House under the Power last herein-before contained, it shall and may be lawful to and for the said Court of Chancery, and the said Court is hereby directed and required, on the Petition of the said Incumbent and Trustees or Trustee for the Time being, to order any Sum or Sums of Money, not exceeding the said Sum of One thousand six hundred Pounds to be raised in manner herein-before mentioned, to be laid out, under the Direction of the said Court, in the Purchase of any House or Buildings the Title to which shall have been approved by the said Court of Chancery, and which shall be in a Situation convenient for the Habitation and Residence of the Incumbent of the said Chapel of Ease, and not at a greater Distance than One Mile and an Half from the same Chapel, and of any Land adjoining to or conveniently situated for Occupation with such House or Building, such House, Buildings, and Lands to be Freehold or Copyhold of Inheritance, which House or Buildings and Lands shall be conveyed and assured unto and to the Use of the Trustees or Trustee for the Time being of the said Charity, and their or his Heirs, in trust for the sole Use and Benefit of the Incumbent for the Time being of the said Chapel of Ease and his Successors; and any Part of such Sum may, with the Approval of such Court, be laid out in making Additions, Repairs, or Improvements to or about the Premises purchased.

Power to purchase a Parsonage House, with Consent of the Court of Chancery, if thought more advantageous than to build one.

XV. And be it further enacted, That it shall and may be lawful for the said Court of Chancery, upon a Petition to be preferred to the Court of Chancery in a summary Way by the Persons or Person whose Petition is before required in the like Case, to make any Order or Orders for the Application of the said Sum of Three hundred and eighty-six Pounds and Three Shillings Bank Three Pounds *per Centum* Consolidated Annuities, and the said Sum of Two hundred and two Pounds and Ten Shillings, for all or any of the Purposes to which Monies produced by Sales made under the Powers of this Act are herein-before made applicable, it being hereby expressly declared that such Sums shall be applicable for all or any of such Purposes.

The Sum of 386*l.* 3*s.* Consols and 202*l.* 10*s.* made applicable to the Purposes of the Act.

XVI. Provided always, and be it further enacted, That it shall and may be lawful to and for the said Court of Chancery and the said Court is hereby authorized and required from Time to Time to make such an Order or Orders as the said Court shall think fit for taxing or settling the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and which shall be incurred in relation to or attending the Sale or Sales, Contract or Contracts for a Sale or Sales, or the Lease or Leases herein-before authorized, and for taxing and settling the Costs of the several Applications to the said Court respecting

Court of Chancery empowered to make Orders for Taxation and Payment of Costs.

specting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and conveying and assuring the same, according to the Directions herein-before contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the Court shall think fit for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from the said Sales under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Stocks or Funds in which such Monies shall be invested, or out of the said Sum of Three hundred and eighty-six Pounds and Three Shillings Bank Three Pounds *per Centum* Consolidated Annuities, or out of the said Sum of Two hundred and two Pounds and Ten Shillings; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

Not to prevent any Exchanges which might have been made if the Act had not passed.

General Saving.

XVII. Provided always, That nothing herein contained shall prevent any Exchange being made which if this Act had not been passed might have been made of any of the Lands and Hereditaments hereby authorized to be sold, and which shall not for the Time being have been sold, for other Lands and Hereditaments.

XVIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *George Hutchinson Fisher*, and his Successors Incumbents of the said Chapel of Ease, and the said *Thomas Hincks*, *John Riley Hincks*, *William Stokes*, *John Mason*, *John Biddle*, *Jeremiah Hartill*, and *John Davies*, Trustees as aforesaid, their Heirs and Assigns, and all and every Persons and Person in whom the Hereditaments herein-before authorized to be sold as aforesaid, or any Parts or Part thereof, are or is or shall be vested, upon Trust, whether expressly or otherwise, for the said *Willenhall* Chapel of Ease, their and his Heirs and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, or out of the said Lands, Mines, and other Hereditaments herein-before authorized to be sold as aforesaid, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

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

XIX. 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 referred to by the foregoing Act.

Tenants.	Description.	Quantities.	Rental.	Tenure.	
<i>In Willenhall.</i>					
Arnold, Edwin -	Garden - - -	A. R. P. 0 1 2	£ s. d. 2 1 0	Copyhold.	
Ash, John -	" - - -	0 0 26	1 7 0	"	
Atkins, John -	Far Mill Piece -	1 0 37	5 0 0	"	
Babb, Thomas, Isaac Pitt, Benjamin Fer- guson, James Bird, Henry Butler, Charles Bailey, Charles Stringer, and John Tildesley	Gardens at the Welch End	0 3 29	6 0 0	"	
Badger, William -	Garden - - -	0 0 18	1 0 0	"	
Baker, Joseph -	Stabling and Yard -	0 0 2	3 0 8	"	
Bant, Thomas -	Garden - - -	0 0 20	1 8 0	"	
Beech, Elizabeth -	House - - -	0 0 1	0 4 0	"	
Biddle, John -	Garden - - -	0 0 11	1 0 0	"	
Bird, Henry -	Brewhouse and Shop -	0 0 2	3 0 8	"	
Bird, John	Part of Lower Dilloway's Lane Piece - } Part of Garden - } Part of Home Piece - } Part of Home Piece - } Hither Poor's Piece - } Poor's Piece - } Portobello Piece - } Somersford Brook Piece - }	0 1 5	4 9 6	38 0 0	"
		0 0 14			
		0 2 9			
		0 0 32			
		3 3 24			
		1 3 17			
		2 0 30			
2 1 29					
Brueton, Amos -	Garden - - -	0 0 22	1 6 6	"	
Butler, John -	Land - - -	0 0 2	0 1 6	"	
Clemson, John	Mines under Land, and Half Old Road adjoining - } Part of Old Mill Field - } Part of Sale's Piece, or Rough Hay - } Part of Newman's Piece - } Part of Somersford Bridge Piece - } Part of Constable's Doles Mines under Canal - } Part of High Causeway Piece - }	0 1 1	5 10 0	"	
		0 0 35			
		0 1 38			
		0 1 22			
		0 2 0			
		0 2 0			
		0 0 37			
0 2 0					
Cooper, James -	Part of High Causeway Piece - - -	0 2 0	2 6 6	"	
Coleman, Josiah -	Garden - - -	0 0 21	1 6 0	"	

[Private.]

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Tenants.	Description.	Quantities.	Rental.	Tenure.
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In Bentley.

Tenants.	Description.	Quantities.			Rental.			Tenure.
		A.	R.	P.	£	s.	d.	
Davis, Samuel	The Lane -	1	1	0½	56	0	0	Freehold.
	The Leasow -	3	3	18				
	Paddock's Meadow -	3	0	26½				
	Well Meadow -	3	0	13				
	Far Well Leasow -	6	0	26½				
	Broom Field -	3	0	25				
	Gorsy Leasow -	3	1	17				
	Bentley Close -	6	2	37½				
	Triangular Piece -	0	1	23				
	Mines under Canal -	0	2	5				

In Willenhall.

Davis, Thomas	Smallbrook Meadow, exclusive of Doles Butty	3	3	19	15	0	0	Copyhold.
Dimmack, Edward B.	Part of House Piece -	0	0	18	0	17	3	"
	Part of House Piece	0	0	28				
Evans, Benjamin	Slang Open with John Clemson -	0	0	25	0	6	3	"
Evans, William	House, Shop, and Garden	0	0	10	7	0	0	"
Fisher, the Rev. George Hutchinson (Incumbent of Willenhall)	Garden -	0	0	19	-	-	-	"
Fox John	Royal Artillery Inn and Yard -	0	0	6	17	12	0	"
	Shop -	0	0	1				
	Garden -	0	0	4				
Fox, Mark	House, Shop, and Yard -	0	0	5	6	10	0	"
Haldron, Thomas	Garden -	0	0	18	1	0	0	"
Harper, John	Garden -	0	0	24	1	8	6	"
Hartill, Harriet	The Stringes -	2	0	18	9	9	0	"
Hartill, Executors of Maria	Marston's Slang, or the Leg -	0	3	20	20	0	0	"
	Duncalf's Piece -	3	0	33				
	Duncalf's Piece -	2	2	6				
Haynes, Robert	House -	0	0	1	5	4	0	"
Johns, Benjamin	House and Garden -	0	0	15	5	4	0	"
Jones, William	Land in Farther Shares Acre -	0	0	32	0	10	0	"
Knowles, George	House, Shop, and Garden	0	0	20	5	10	0	"
	Two Gardens -	0	0	24				
Lane, William	Garden -	0	0	31	1	17	0	"
Loxdale, James	Part of Myatt's Meadow	0	2	6	3	6	2	"
	Part of House Piece -	0	3	15				
	Part of Rick Yard and Pool	0	0	31				
Mann, William	Stable -	0	0	1	2	12	0	"
Marston, Edward	House, Shop, and Garden	0	0	34	4	10	0	"

Tenants.	Description.	Quantities.			Rentals.			Tenure.
		A.	R.	P.	£	s.	d.	
Mason, Lucy -	House - - -	0	0	1	5	4	0	Copyhold.
Massey, James -	Garden - - -	0	0	36	3	0	0	"
	Garden - - -	0	0	24				
Ordidge, Edward -	Butts in Square Piece -	0	3	33	3	10	0	"
	Mines under Land -	0	0	35				
Parkes, Walter -	Garden - - -	0	0	18	1	2	0	"
Pearson, John -	House, Shop, and Garden	0	0	34	11	11	0	"
Perks, Samuel -	Part of Botany Bay Piece	0	1	23	1	13	0	"
Perry, Mary -	House, Shop, and Garden	0	0	4	6	0	0	"
Perry, Richard -	House, Shop, and Garden	0	0	11	8	10	0	"
Pitt, John -	House and Garden - -	0	0	2	0	4	0	"
Pitt, William Parsons	Garden - - -	0	0	23	10	0	0	"
	Handkerchief Piece -	1	0	31				
	Newman's Piece -	1	2	11				
Putnam, John -	Garden - - -	0	0	21	1	7	0	"
Reeves, Samuel -	Middle Mill Piece -	1	0	13	4	4	0	"
Robinson, Martha -	House, Shop, and Garden	0	0	8	8	8	0	"
Saunders, William	House - - -	0	0	1	5	4	0	"
Shepherd, William	Morgan's Close - -	1	3	33	7	0	0	"
Shutt, Richard -	Gig House - - -	0	0	1	2	12	0	"
Silk, Richard -	Garden - - -	0	0	28	1	7	0	"
Taylor, Thomas -	Berry Stile - - -	2	0	14	5	5	0	"
Taylor, Thomas Bell	Ell Park - - -	1	3	28	5	12	0	Freehold.
	Mines under Canal -	0	1	4				
Thoms, William -	House and Garden -	0	0	9	6	10	0	Copyhold.
Thorncroft, George	Two Lands in Dilloway's	0	2	14	1	5	0	"
	Piece - - -							
Tildesley, Jeffrey	Garden and Part of Brew-	0	0	26	6	0	0	"
	house - - -							
	Stable - - -							
	Stable - - -							
	Cowhouse and Yard -							
	Cowhouse - - -							
Tildesley, John -	House, Sheds, and Yard -	0	0	9	18	0	0	"
	Garden - - -							
	Stables and Yard -							
	Hither Welch End Piece							
	Farther Welch End Piece							
	Part of Farther Welch							
	End Piece - - -							
	The Doctor's Piece -							
	Part of the Doctor's Piece							
	Part of White Gate Bit							
or Farther Stringes -								
Tildesley, Mary -	Long Piece - - -	2	1	36	50	0	0	"
	Part of White Gate Bit							
	or Farther Stringes -							
	Stringes Meadow -							
Tildesley, Samuel	Encroachment at the Back	0	0	3	0	1	6	"
	of Land - - -							
Tildesley, William -	Part of Broad Meadow -	0	1	38	0	16	0	"
Townshend, Mary -	House, Shop, and Garden	0	0	9	13	0	0	"
Veal, John -	Barn - - -	0	0	3	2	12	0	"
	Big Stone Pit Piece -							
Veal, Mary -	Broad Meadow - - -	1	0	25	4	0	0	"
Veal, Thomas -	Baker's Corner Piece -	1	1	7	5	0	0	"

Tenants.	Description.	Quantities.			Rentals.			Tenure.
		A.	R.	P.	£	s.	d.	
Void	Encroachment	0	0	2	-	-	-	Copyhold.
	House and Garden	0	0	9	3	10	0	"
	Dilapidated House and Shop	0	0	3	-	-	-	"
	House	0	0	1	2	12	0	"
	Dilapidated House	0	0	1	-	-	-	"
	Dilapidated House	0	0	1	-	-	-	"
Walker, Benjamin	Hither Stringes	2	0	3	8	0	0	"
	Little Three cornered Bit	0	1	15				
Walters, William	Hither Mill Piece	1	0	10	6	0	0	"
	Garden	0	0	38				
Walton, Jabez	House	0	0	1	5	4	0	"
Walton, William	Garden	0	0	25	1	9	6	"
Whitehouse, Devises of James	Part of Hither Bathing Hole Piece	0	1	33	1	1	0	"
Williamson, John	House, Shop, and Garden	0	0	25	10	10	0	"
Worrall, John	Garden	0	0	20	1	7	0	"
	Total	112	2	37	500	15	6	

Henry Beckett.

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