



ANNO QUINTO & SEXTO

# GULIELMI IV. REGIS.

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## *Cap. 25.*

An Act to authorize the making of Grants or Leases of Mines within and under Parts of the Lands belonging to the Perpetual Curacy of the Parish of *Wolverhampton* in the County of *Stafford*.

[21st August 1835.]

**W**HEREAS to the Town and Parish of *Wolverhampton*, within the peculiar and exempt Jurisdiction of the Deanery of *Wolverhampton* in the County of *Stafford*, there appertains a Collegiate Church or Royal Free Chapel: And whereas the Honourable and Very Reverend *Henry Lewis Hobart*, Doctor in Divinity, as Dean of the Free Chapel of *Saint George* within the Castle of *Windsor*, and Dean of the Collegiate Church or Royal Free Chapel of *Wolverhampton*, and Prebendary of the Prebend of *Wolverhampton*, is, in right of such his Deanery and Prebend, Patron and Ordinary of the said Collegiate Church or Royal Free Chapel, and the Reverend *George Oliver* Clerk is the Officiating Minister of the said Collegiate Church or Royal Free Chapel, and as such is denominated the Perpetual Curate of the Parish of *Wolverhampton*: And whereas there belong to the said Collegiate Church or Royal Free Chapel and Perpetual Curacy certain Lands and Hereditaments situate within and in the Neighbourhood of the Town of *Wolverhampton* aforesaid, and there are within and under the same Lands, or within and under certain Parts thereof, divers Mines of Coal, Ironstone, and other Minerals of considerable Value: And whereas by Articles of Agreement under the

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respective

Articles of  
Agreement  
for Sale of  
Mines,  
14th May  
1835.

respective Hands of the said *George Oliver* and of *George Jones*, therein described as of *Greenhill* in the Parish of *Wombourn* in the said County of *Stafford*, Coal and Iron Master, dated on or about the Fourteenth Day of *May* One thousand eight hundred and thirty-five, after reciting that the said *George Oliver* was seised in right of his Perpetual Curacy aforesaid of the Two Pieces of Land therein-after described, and the Mines and Minerals in and under the same, but subject nevertheless to a Lease of the Surface granted by the Reverend *Thomas Walker*, late Perpetual Curate of the said Collegiate Church, bearing Date the Fourteenth Day of *November* One thousand eight hundred and twenty-two, to *Louis Hayes Petit* Esquire, for Three Lives, *videlicet*, the said *Louis Hayes Petit* aged Forty-eight Years or thereabouts, *John Louis Petit* aged Twenty Years or thereabouts, and *Louis Peter Petit* aged Six Years or thereabouts, and for and during the natural Life of the longest Liver of them, at the yearly Rent of Three Pounds Five Shillings, subject to a Reservation to the said *Thomas Walker* and his Successors of all Timber, Trees, Woods, and Underwoods, Quarries, Mines and Minerals, of what Nature, Kind, or Denomination soever, with full and free Liberty, Power, and Authority to fell, get, dig, take, and carry away the same, making reasonable Amends and Satisfaction unto the said *Louis Hayes Petit*, or to the Person or Persons who for the Time being should, under and by virtue of the Limitations and Trusts contained in an Indenture of Release of the Fifteenth Day of *November* One thousand seven hundred and ninety-six, be entitled to the said Lands and Premises, for the Damage they might sustain thereby; and reciting that the said *George Oliver* and *George Jones* had contracted and agreed for the Sale and Purchase of all and singular the Mines of Clay, Coal, Ironstone, and other Mines and Minerals whatsoever in and under the said Two Pieces or Parcels of Land, at or for the Price or Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence; it is by the Articles of Agreement now in recital witnessed, that the said *George Oliver*, for himself, his Heirs and Successors, agreed to sell, and the said *George Jones*, for himself, his Heirs, Executors, and Administrators, agreed to buy, at or for the Price or Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence, to be paid in manner therein-after mentioned, all the Mines of Clay, Coal, Ironstone, and other Mines and Minerals whatsoever in and under all those Two several Closes, Pieces, or Parcels of Land situate, lying, and being in the Parish of *Wolverhampton* aforesaid, and adjoining the Road leading from thence to *Willenball*, and containing, with One Half of the Road thereto adjoining, by recent Admeasurement, Ten Acres and Two Roods, and then in the Occupation of the said *George Jones* as Tenant to the said *Louis Hayes Petit* (being the Two Closes or Parcels of Land described and comprised in the Schedule to this Act); and the said *George Oliver* did by the Articles of Agreement now in recital agree with and to the said *George Jones*, his Executors, Administrators, and Assigns, that he the said *George Oliver*, his Heirs and Successors, should and would grant and execute unto the said *George Jones*, his Heirs, Executors, or Administrators, a good and effectual Grant and Conveyance of all and singular the said Clay, Mines, and Minerals in and under the said Lands, with Liberty, Licence, and Authority for the said *George Jones*, his Heirs, Executors, or Administrators, to sink, dig, or otherwise search for the said Clay, Mines, and Minerals, and to make all necessary Pits, Shafts, Reservoirs, and Watercourses, and to erect all such Furnaces, Forges, Mills, Engines,

Engines, Machinery, and other Buildings, Railroads, and other usual Matters and Things as might be requisite and convenient for the full and absolute Use and Enjoyment of the said Mines and Premises, and the raising, stacking, selling, or converting the same, for the Term of Twenty-one Years from the Date of such Lease; and in case the said Mines and Minerals should not be fully gotten and worked out during the said Term of Twenty-one Years, then that the said *George Oliver*, his Heirs and Successors, should and would renew the said Lease for the further Term of Fourteen Years, and so on till the said Mines should be so fully gotten as aforesaid; and it was by the Articles now in recital agreed, that in the said Lease or Leases there should be contained a Covenant that the said *George Jones*, his Heirs, Executors, and Administrators, should not nor would spoil or lay waste the Surface of the said Lands and Premises more than was absolutely necessary for the working and enjoying of the said Mines and Minerals; and the said *George Oliver* did thereby, for himself, his Heirs and Successors, agree with and to the said *George Jones*, his Heirs, Executors, and Administrators, that he the said *George Oliver*, his Heirs and Successors, should and would pay or allow to the said *George Jones*, his Heirs, Executors, or Administrators, at and after the Rate of One Pound *per Acre per Annum* for such Part or Parts of the said Surface of the said Lands as should be damaged by the working of the said Mines (the before-mentioned Lease of the Fourteenth Day of *November* One thousand eight hundred and twenty-two having been assigned to and become the Property of the said *George Jones*); and that the said *George Oliver*, his Heirs or Successors, should and would then forthwith use all proper and necessary Means to obtain an Act of Parliament to enable him to carry into effect the Contract and Agreement now in recital; and the said *George Jones*, for himself, his Heirs, Executors, and Administrators, thereby agreed with the said *George Oliver*, his Heirs and Successors, that he the said *George Jones*, his Heirs, Executors, or Administrators, should and would, on the Twenty-fourth Day of *June* One thousand eight hundred and thirty-six, on the said Act of Parliament being so obtained as aforesaid, and the said Lease executed by the said *George Oliver*, pay the said Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence: And whereas the said Sum so agreed to be paid is a fair Price, and it would be advantageous to the said Perpetual Curacy, by augmenting the Income thereof, if the said *George Oliver* were enabled to complete and carry into effect the said recited Contract or Articles of Agreement so entered into by him with the said *George Jones*; or, in case the same Contract were to be abandoned or rescinded, or for any Cause to fail to be performed, if the said *George Oliver* or other the Perpetual Curate of the said Parish of *Wolverhampton* were enabled to sell and dispose of to any other Person or Persons the Mines of Clay, Coal, Ironstone, and other Minerals within and under the said Two several Closes, Pieces, or Parcels of Land or Ground mentioned or described in the said recited Articles of Agreement, and to grant a Lease or Leases for a Term or Terms of Years to the said *George Jones*, or other the Purchaser or Purchasers of the said Mines and Minerals, with Liberty to take and dispose of the Clay, Coal, Ironstone, and other Minerals within and under the same Two Closes or Parcels of Land; and if the said Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence, or other the Monies to be received as the Consideration for the said Mines and Minerals, were (after Payment of incidental Expences) applied, by and under

Articles of  
Agreement  
to be carried  
into effect.

under the Direction of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, in Augmentation of the said Perpetual Curacy; but the beneficial Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Henry Lewis Hobart*, the Patron and Ordinary of the said Perpetual Curacy of *Wolverhampton*, and the said *George Oliver*, the Incumbent of the same Curacy, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall be lawful for the said *George Oliver*, or other the Perpetual Curate for the Time being of the said Parish of *Wolverhampton*, with the Consent and Approbation of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, testified by Writing under their Common Seal, on Payment by the said *George Jones*, his Heirs, Executors, or Administrators, as herein-after mentioned, of the said Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence, to carry into effect the said recited Articles of Agreement, according to the true Intent and Meaning thereof, or with such Variations or Modifications as the said *George Oliver*, or other such Perpetual Curate for the Time being, and the said Governors, shall think fit, and for that Purpose, by Indenture or Indentures, to be by the said *George Oliver*, or other the Perpetual Curate for the Time being of the said Parish of *Wolverhampton*, sealed and delivered in the Presence of and to be attested by Two or more Witnesses, to grant, demise, or lease, with such Consent and Approbation as aforesaid, testified as aforesaid, to the said *George Jones*, his Executors, Administrators, and Assigns, all and every the Mines, Layers, Veins, Seams, and Strata of Clay, Coal, Ironstone, and other Mines and Minerals within or under all those Two several Closes, Pieces, or Parcels of Land or Ground mentioned or described in the said recited Articles of Agreement, and which are also described and comprised in the Schedule to this Act, and within and under all such Part of the public Road adjoining the said Closes, and leading from *Wolverhampton* to *Willenhall* aforesaid, the Mines or Minerals under which belong to the said Perpetual Curacy, for any Term or Number of Years not exceeding Twenty-one Years, to be computed from the making of such Grant, Demise, or Lease, and also (so far as shall not during the Continuance of the said Lease of the Surface of the said Two Closes or Parcels of Land be inconsistent with the Estate and Interest, Powers and Authorities of the Lessee or Assignee under the same Lease, of, in, or over the Surface of the same Closes or Parcels of Land, under or by virtue of the same Lease,) by the same Indenture or Indentures to grant to the said *George Jones*, his Executors, Administrators, and Assigns, for and during such Term or Number of Years not exceeding Twenty-one Years; to be computed as aforesaid, full and free Liberty, Licence, Power, and Authority to search for, sink, dig, drive, win, work, and make Groves, Shafts, Drifts, Trenches, Sluices, Way Gates, Water Gates, Pits, Reservoirs, and Watercourses, and to erect any Furnace or Furnaces, Forges, Mills, Engines, Gins, and Machinery, and to lay down or construct Railroads or Tramroads, and to use and adopt all other usual and reasonable Ways and Means for the finding, discovering, winning, working, stacking, selling, removing, or converting the said Clay,

Clay, Coal, Ironstone, and other Minerals from and out of the said Mines, and for the emptying and carrying away Water and foul Air from and out of the same, and sufficient Ground-room, Heap-room, and Pit-room for placing, stacking, and converting all Clay, Coal, Ironstone, and other Minerals which shall or may from Time to Time proceed or be obtained from and out of the said Mines; and also (but under such Qualification as aforesaid) to grant to the said *George Jones*, his Executors, Administrators, and Assigns, full and sufficient Way and Passage, either by Railways or otherwise, to and for him and them respectively, and his and their respective Agents, Workmen, or Servants, and the Purchasers or Under-lessees from him or them respectively, from Time to Time during the Continuance of the Term or Terms of Years to be by such Lease or Grant, Leases or Grants respectively granted or created, to take, lead, and carry away, with Horses, Carts, Waggons, and other Carriages, all the said Clay, Coal, Ironstone, and other Minerals to be wrought or obtained from or out of the said Mines to be demised or leased, opened or worked as aforesaid; and also full and free Liberty, Licence, Power, and Authority to erect, build, and set up in any convenient Place or Places upon the said Closes, Pieces, or Parcels of Land described and comprised in the said Schedule to this Act, all such Houses, Hovels, Lodges, Sheds, Buildings, and other Conveniences as shall from Time to Time be needful for the standing, laying, and placing of Workmen, Workhouses, Work-gear, and Utensils to be used and employed in or about the working and carrying on the Works of the said Mines, and to dig and get up Stove Sods, Peat, Clay, or Spar for making, building, or repairing such Houses or other Buildings, and to do whatever else shall be deemed needful or requisite for, in, or about the winning, working, obtaining, washing, cleansing, and smelting of Clay, Coal, Ironstone, and other Minerals and Substances, from and out of the same Mines; so as that every such Grant, Demise, or Lease do contain all such Covenants, Conditions, and Agreements as are mentioned or referred to in and by the said recited Articles of Agreement, with such Modifications thereof, and any such additional or other Covenants, Conditions, and Agreements, as shall be approved of by the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy; and further, that in case all and singular the Mines of Clay, Coal, Ironstone, and other Minerals within and under the said Two several Closes, Pieces, or Parcels of Land described and comprised in the said Schedule to this Act, or within and under such Part of the public Road adjoining the same as aforesaid, shall not within the Term of Years to be granted by such Lease as aforesaid be fully gotten and worked out, it shall and may be lawful for the said *George Oliver*, or other the Perpetual Curate for the Time being of the said Parish of *Wolverhampton*, and he is hereby required; on the Application of the said *George Jones*, his Executors, Administrators, or Assigns, by Indenture or Indentures to be sealed and delivered as aforesaid, with the Consent and Approbation of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, to be testified as aforesaid, without the Payment of any further or other pecuniary Consideration, to renew the Grant, 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

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and the like Covenants, Conditions, and Agreements as shall be contained in the Lease 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 Grant, 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 Clay, Coal, Ironstone, and other Minerals within and under the said Two several Closes, Pieces, or Parcels of Land described and comprised in the said Schedule to this Act, and within and under such Part of the public Road adjoining thereto as aforesaid, shall have been fully gotten and wrought out: Provided always, that nothing in the said recited Agreement or in this Act shall bind the said *George Oliver*, or the Perpetual Curate of the said Perpetual Curacy, to the Payment or Allowance of the said Sum of One Pound *per* Acre for such Part of the Surface of the said Lands as shall be damaged by the working of the said Mines, unless at the Time of the passing of this Act the said Lease of the Fourteenth Day of *November* One thousand eight hundred and twenty-two shall have been duly assigned to and become the legal Property of the said *George Jones*, as in the said recited Agreement is alleged.

If the present Contract is rescinded, the Curate, with Consent, &c. may sell the Mines to any other Person.

II. And be it enacted, That in case the said recited Contract with the said *George Jones* shall be abandoned or rescinded, or shall from any other Cause fail to be performed or carried into effect, it shall and may be lawful for the said *George Oliver*, or other the Perpetual Curate for the Time being of the said Parish of *Wolverhampton*, with such Consent and Approbation of the said Governors as aforesaid, testified as aforesaid, to contract, either by public Auction or private Contract, or partly in each Mode, with any other Person or Persons, for the Sale of all and every or any of the Mines of Clay, Coal, Ironstone, and other Minerals within and under the said Two Closes, Pieces, or Parcels of Land described and comprised in the said Schedule to this Act, and within and under such Part of the said public Road adjoining thereto as aforesaid, for such Price or Prices in Money as to the said *George Oliver*, or other the Perpetual Curate for the Time being of the said Parish of *Wolverhampton*, and the said Governors, shall seem reasonable, and after such Sale to make and execute such original and renewed Grants, Leases, or Demises of the Mines and Minerals which shall be so sold, and of all such Liberties, Licences, Powers, Easements, Privileges, and Authorities for working, winning, carrying, removing, stacking, cleaning, converting, or manufacturing the same, as herein-before mentioned and authorized with regard to the Lease or Leases, Grant or Grants herein-before authorized to be made to the said *George Jones*, or as near thereto as may be, and for such Term or Terms of Years, and under and subject to such Covenants, Conditions, and Agreements, as to the said *George Oliver*, or other the Curate for the Time being of the said Parish of *Wolverhampton*, and the said Governors, shall appear reasonable or expedient: Provided always, that the said *George Jones*, or other the Lessee or Lessees to be named in any such Grant or Lease as aforesaid, shall and do execute a Counterpart thereof respectively.

Counterparts to be executed by Lessee.

Purchase Monies to be paid to Go-

III. And be it enacted, That the said Sum of Three thousand seven hundred and fifty-one Pounds Eighteen Shillings and Sixpence so agreed to

to be paid by the said *George Jones* under the herein-before recited Contract, or other the Sums and Sum of Money which shall or may arise from any Sale or Sales, Grants or Leases to be made in pursuance of this Act, shall be paid by the said *George Jones*, or by other the Persons or Person to whom such Sales or Sale, Grants or Leases shall be made, to the Treasurer for the Time being of the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy; and that the Receipts and Receipt of the said Treasurer shall from Time to Time be and be deemed and taken to be a good and effectual Discharge to the said *George Jones*, or to such other Persons or Person, for the said Purchase Monies, or so much thereof for which such Receipts or Receipt shall be given; and after obtaining such Receipts or Receipt the said *George Jones*, or such other Purchasers or Purchaser, Grantees or Lessees, shall be absolutely acquitted and discharged of and from the Monies for which the same shall be given, and shall not be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof.

vernors of  
Queen  
Anne's  
Bounty.

Receipts of  
their Treas-  
urer to be  
sufficient  
Discharges.

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

For defray-  
ing the Ex-  
pences of  
preparing and  
executing  
this Act.

V. And be it further enacted, That after Payment of such Costs and Expences the Residue of the Monies to arise from such Sale or Sales as aforesaid shall be invested by the said Governors in their Names in the Purchase of Three Pounds *per Centum* Bank Annuities, and be placed to the Credit of the said Perpetual Curacy of *Wolverhampton*, and (subject as herein-after mentioned) be applied and disposed of for the Perpetual Augmentation of the said Perpetual Curacy of *Wolverhampton*, in such and the like Manner as the same would have been applicable in case the Amount thereof had arisen by means of any Grant or Grants made by the said Governors out of their Capital for the Augmentation of the said Perpetual Curacy.

Surplus Pur-  
chase Monies  
to be applied  
for the Aug-  
mentation of  
the Perpetual  
Curacy of  
*Wolver-*  
*hampton*.

VI. And be it further enacted, That until the Proceeds of the Investments of the Monies arising from such Sales, Grants, or Leases as aforesaid shall be applied by the said Governors, in pursuance of their Rules, in the Purchase of Lands, Tenements, or Tithes, to be settled for the Perpetual Augmentation of the said Perpetual Curacy of *Wolverhampton*, or in any other Manner consistently with the Rules of the said Governors, the Dividends thereof shall be paid and applied to and for the Use of the Perpetual Curate for the Time being of the Parish of *Wolverhampton* aforesaid,

Application  
of Proceeds  
until Re-  
investment  
in Land.

aforesaid, as Part of the Fruits and Emoluments of the said Perpetual Curacy, in such Manner as the Rents of the Lands and Hereditaments belonging to the said Perpetual Curacy are of Right and by Law payable or applicable.

General Saving.

VII. Saving always to the King's most Excellent Majesty, and to His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *Henry Lewis Hobart*, Dean, as aforesaid, and his Successors, Patron and Ordinary for the Time being of the said Perpetual Curacy of *Wolverhampton* aforesaid, and the said *George Oliver* and his Successors, Curates of the same Perpetual Curacy,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Closes or Parcels of Land or Ground, Mines, Minerals, Hereditaments, and Premises hereby authorized to be granted, leased, or sold, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

Act to be printed by the King's Printers.

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

### The SCHEDULE referred to by the foregoing Act.

No.	Description of Property.	Lessee.	Term.	Rent.	Occupier.	Quantity.		
				£ s. d.		A.	R.	P.
11 and 12.	Two Closes of Land and Half the Road.	Louis Hayes Petit Esquire.	For Three Lives and the Life of the Survivor.	3 5 0	George Jones	10	2	20

*Rich<sup>d</sup>. Timmis.*

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE, Printers to the King's most Excellent Majesty. 1835.