



ANNO QUINTO & SEXTO

# GULIELMI IV. REGIS.

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## Cap. 22.

An Act to enable the Mayor, Aldermen, and Citizens of the City of *Worcester* to grant renewable Leases of the *Worcester* County Infirmary and of the Land held therewith to the Governors of the said Infirmary, or their Trustees.

[21st July 1835.]

**W**HEREAS *John Nash*, formerly of the City of *Worcester*, an Alderman of the said City, duly signed and published his last Will and Testament in Writing, bearing Date on or about the Thirtieth Day of *July* in the Year One thousand six hundred and sixty-one, and did thereby, after bequeathing to the Mayor, Aldermen, and Citizens of the said City the Sum of Three hundred Pounds upon the Trusts and for the Purposes therein mentioned, devise, give, and bequeath unto *Francis Franke, Richard Heming, Richard Vernon, Thomas Pearsey, John Phillips, William Cheatle, John Bearcroft, Edward Cooksey, Walter Dollman, Edward Higgins, John Higgins the younger, Henry Taylor, Rowland Taylor, Thomas Eaton, and Thomas Smith*, being all Clothiers of the said City of *Worcester*, their Heirs and Assigns for ever, certain Messuages, Lands, Tenements, Tithes, and Hereditaments in the Parish of *Powick* in the County of *Worcester* and in the Parish of *Saint Martin* in the said City of *Worcester*, to hold the same unto the said *Francis Franke, Richard Vernon, Richard Heming, Thomas Pearsey, John Phillips, William Cheatle, William Norris, John Bearcroft, Edward Cooksey, Edward Higgins, Thomas Eaton, William Taylor, Rowland Taylor, and John Higgins the younger*, being all Clothiers of the said City of *Worcester*, their Heirs and Assigns for ever, upon Trust and Confidence, nevertheless, in them reposed, and to and for the Intents and Purposes therein expressed and declared, and to and for none other Use, Intent, and Purpose; (that is to say,) that the Mayor, Aldermen, and Common Council of the said City of *Worcester*, or their Successors, or the greater Part of them for the Time being, for ever thereafter, should nominate and appoint such able and sufficient

Will of John Nash, dated 30th July 1661.

[Private.]

Tenants,

Tenants, Occupiers, or Holders of the said Premises or any Part thereof, with and under such Reservations of Rents, Sums of Money, and other Profits as should be thereafter in those Presents directed and appointed; and that the said Mayor, Aldermen, and Common Council of the said City of *Worcester*, and their Successors, or the greater Part of them for the Time being for ever thereafter, should have, receive, and take all and singular the Rents, Sums of Money, and other Profits so to be reserved, and the same should employ, convert, and dispose of for ever to and for the pious and charitable Uses, Intents, and Purposes therein-after expressed and declared; and the said Testator's Will was, that the said Trustees, their Heirs and Assigns, should, at the Request, Costs and Charges of the said Mayor, Aldermen, and Common Council, and their Successors, or the greater Part of them for the Time being, make Leases and Estates to such Person or Persons as should be nominated as aforesaid from Time to Time; provided always, and his Will and Meaning was, that the Persons so to be nominated should be such able and sufficient Persons as should be of themselves able or otherwise should find and procure and give good Security to the Corporation of the said City of *Worcester* and their Successors for the true Payment of their several Rents to be reserved, and that the several Rents so to be reserved should be as near as conveniently they might to the full Value of such Messuages, Lands, Tenements, Tithes, and Hereditaments as should be leased, and that no Lease to be made as aforesaid should be either in Reversion of any Lease or Estate thereof in being for above the Term of One Year, or should in any Case exceed the Number of Twenty-one Years from the Commencement thereof in Possession, and that all and singular the Rents, Sums of Money, and other Profits as should be reserved as aforesaid should in and by their respective Indentures of Lease be limited and appointed to be paid to the Hands of the Chamberlains of the said City of *Worcester* for the Time being, and in the Guildhall of the said City; and the said Testator's Will was, that the Chamberlains of the said City of *Worcester* for the Time being should out of the Rents and Profits of all the Premises cause the Tenements or Cottages in the Parish of *Saint Martin's* before mentioned to be newly and substantially built with Bricks, in such Manner as the Mayor, Aldermen, and Common Council, or the greater Part of them for the Time being, should direct and appoint, and to be made Ten good Houses, and to be all built on that Side next unto the Garden Ground whereon a Walker's Rack then stood, the other Side being reserved for other Use; which said Ten Houses should for ever remain unto Eight of the most impotent, decrepit, single Men severally and successively that were living in the said City of *Worcester*, Three of which Number being such poor Men as had served as Apprentices in their Youth in the said City for the Term of Seven Years to the Trade of a Weaver, and were of good Report, and had been laborious and diligent Men in their Calling, and such as were either very aged, blind, lame, or at least so weak and impotent that they were not able to obtain their Living by their Labours; the other Five poor Men should be also such as had served Apprentices in their Youth in the said City for the Term of Seven Years to any Trade whatsoever, and should be of the Conditions, Estates, and Qualities before mentioned; and unto Two poor Women, being sole and unmarried, and being reputed to be of honest Lives and of good Report, and painful and diligent in their Ways, and about Fifty Years of Age, which said poor Women should wash the Clothes of the Eight poor Men, and make their Beds, and attend upon them in all Time of their Sickness, to help them, and to provide Things necessary for them; and

the said Testator declared his Will, Intention, and Meaning to be, that the said Eight poor Men and Two poor Women should be from Time to Time for ever elected, nominated, and appointed by the Mayor, Aldermen, and Common Council of the said City of *Worcester*, or the greater Part of them for the Time being; and that every poor Man and poor Woman so chosen, nominated, and appointed should, so long as they should continue Almsmen and Almswomen, according to such Nomination and Election as aforesaid, have and receive out of the Rents and Profits of all the Premises Two Shillings weekly for ever, which said Two Shillings weekly the said Testator directed should be paid unto the said Eight poor Men and Two poor Women by the Hands of the Chamberlains of the said City, or by some other honest Person by their Direction and Appointment; and the said Testator also directed that the said Chamberlains should have allowed them towards their Pains Six Shillings and Eight-pence; and also that, if there should be at any Time thereafter any poor Persons that should be of his Name or of Kin unto him, and should be Suitors and Petitioners unto the Mayor, Aldermen, and Common Council of the said City for any of the said Almshouses before mentioned, and should be of the Conditions, Estates, and Qualities before mentioned, the said Testator declared his Will to be, that they should be preferred before others; and he also declared his Will to be, that it should be in the Power of the Mayor, Aldermen, and Common Council, or the greater Part of them for the Time being, at their Will and Pleasure, for any just Cause to them appearing, to remove any idle or disorderly Person or Persons elected and settled in any of the said Ten Almshouses, and should from Time to Time for ever thereafter nominate and elect such other Person and Persons in their Place as were before directed to be elected and chosen; and the said Testator declared his Will, Intent, and Meaning to be, and he did thereby will, devise, and appoint, that out of the Rents, Issues, and Profits of the Premises to be reserved as aforesaid, and to come and arise out of the aforesaid Lands, Tenements, Tithes, and Premises, the Sum of Eight Pounds should be yearly paid by the Chamberlains of the said City for the Time being unto the Churchwardens and Overseers of the Poor of the several Parishes of *Saint Martin* and *Saint Helen's* within the said City for the Time being; (that is to say,) to the Churchwardens and Overseers of the Poor of each Parish the yearly Sum of Four Pounds for ever, to be employed and disposed of by the said Churchwardens and Overseers of the Poor and Six of the most substantial Parishioners of each of the said Parishes respectively for and towards the placing, setting forth, and binding of apprentice the Son or Sons of some poor People born and bred within the said respective Parishes, whose Parents were not of Ability to place them forth and provide for them, unto some or one of those Trades, Sciences, Mysteries, or Occupations thereafter named; (that is to say,) either to Shoemakers, Bakers, Chandlers, Glovers, Stationers, Butchers, Mercers, Pewterers, Braziers, Gunsmiths, Clothmakers, Dyers, and Dressers of Cloth; and for and concerning the Residue and Remainder of the said yearly Rents, Issues, and Profits to be reserved as aforesaid for and out of the said Lands, Tenements, Tithes, Hereditaments, and Premises, over and above the said Fifty-two Pounds and Eight Pounds before mentioned, the said Testator declared his Will to be, and did thereby ordain and appoint, that the Chamberlains of the said City of *Worcester* for the Time being should yearly and every Year at the General Audit render a certain and particular Account in Writing (of itself), by them to be subscribed, what Rents and Profits of all the said Premises given and bequeathed for the  
Maintenance

Maintenance and Relief of the poor People in the said Ten Almshouses, and for the placing out of poor Boys to be Apprentices, were paid and satisfied unto them, or unto any other by their Assent and Appointment, and how the same were disbursed; and the said Testator also directed that the Chamberlains should then pay and deliver the clear and full Overplus, Residue, and Remainder of the said Rents and Profits remaining due upon their said Accounts unto the Mayor and Aldermen of the said City for the Time being, or the greater Part of them; which Remainder, whatsoever it should rise to be, should be set forth *gratis* without Interest, by the said Mayor and Aldermen, unto some One young Tradesman within the said City, being of one of the Trades aforesaid, upon good and sufficient Security, which said Security should be put into the Treasury within One Month after the breaking up of the said Audit, in a Box provided purposely for that Use; and so likewise should the Remainder upon every Chamberlain's yearly Account be lent out without Interest as aforesaid until the said yearly Remainder should amount and rise in the whole to the Sum of Fourscore Pounds, and then that the said Tradesman to whom the said Mayor and Aldermen should set and dispose the same should pay the Sum of Five Pounds *per Cent.* and after that Rate for the Interest and Loan thereof; and that all the growing and ensuing Remainders of and upon every Chamberlain's yearly Account should be set forth *gratis* and without Interest upon good Security until they should grow, amount, and arise together unto the like Sum of Fourscore Pounds, and that then and as often as any such Remainder should make up and come unto the Sum of Fourscore Pounds that then the Tradesman unto whom the same should be lent as aforesaid upon good Security should pay unto the Chamberlains of the said City, and by them at the General Audit to be accounted for, the Sum of Five Pounds *per Cent.* and after that Rate for any greater or lesser Sum for the Loan and Interest thereof, until there should be Lands therewith purchased; and when and as soon as the said yearly Remainder, with the aforesaid Interests thereof, and the growing Remainders found upon the said Chamberlain's yearly Account, should amount and arise to the Sum of One hundred and threescore Pounds, or unto so much Money as would buy and purchase Lands of Inheritance of the yearly Value of Eight Pounds, his Meaning then was, and the said Testator did thereby will, ordain, and appoint, that the said Mayor, Aldermen, and Citizens should and did, within One or at the uttermost within Two Years then next following, if conveniently they could, therewith buy and purchase Lands of Inheritance of the clear yearly Value of Eight Pounds at the least, the Rents whereof should be payable unto and received by the Chamberlains of the said City for the Time being for ever, who should thenceforth and therewith pay the Sum of Eight Pounds for ever to the Churchwardens and Overseers of the Poor of the several Parishes of *Saint Andrew* and *Saint Nicholas* within the said City of *Worcester* for the Time being, (that is to say,) to each of the said Parishes the yearly Sum of Four Pounds apiece for ever, to be employed, converted, and disposed of by the Churchwardens and Overseers, with the Approbation of Six of the most substantial Parishioners of each of the said Parishes respectively, for and toward the placing, setting forth, and binding apprentice to some or one of the said Trades, Sciences, Mysteries, or Occupations therein above expressed, qualified as aforesaid, the Son or Sons of some poor People within the said Parishes respectively whose Parents or Friends were not of Ability to set them forth and to provide for them; and the said Testator willed, ordained, and appointed, that when and so soon as the aforesaid yearly Remainders, with the  
aforesaid

aforesaid Interest thereof, and the growing Remainders found upon the said Chamberlain's yearly Accounts, should again amount and arise to the like Sum of One hundred and threescore Pounds, or unto so much Money as would buy and purchase more Land of Inheritance of the like yearly Value of Eight Pounds, then he ordained and appointed that the said Mayor, Aldermen, and Citizens should and did, within One or at most within Two Years then next following, if conveniently they could, therewith likewise buy and purchase more Lands of Inheritance of the clear yearly Value of Eight Pounds at the least, the Rents and Profits whereof should be payable to and received by the Chamberlains of the said City for the Time being for ever, who should thenceforth and therewith pay the Sum of Eight Pounds for ever yearly to the Churchwardens and Overseers of the Poor of *Saint Peter* and *All Saints* within the said City of *Worcester* for the Time being, (that is to say,) to each of the said Parishes the yearly Sum of Four Pounds apiece for ever, to be employed, converted, and disposed by the Churchwardens and Overseers, with the Approbation of Six of the most substantial Parishioners of each of the said Parishes respectively, for and towards the placing, setting forth, and binding of Apprentices to some or one of the Trades, Sciences, Mysteries, or Occupations therein above particularly mentioned, qualified as aforesaid, the Son or Sons of some poor People within the said Parishes respectively whose Parents and Friends were not of Ability to set them forth and provide for them; and the said Testator thereby further willed, ordained, and appointed, that when and so soon as the aforesaid yearly Remainder, with the aforesaid Interest thereof, and the growing Remainders found upon the Chamberlain's yearly Accounts, should again amount and arise unto the Sum of One hundred and threescore Pounds, or unto so much Money as would buy and purchase more Lands of Inheritance of the clear yearly Value of Eight Pounds, that then the said Mayor, Aldermen, and Citizens should and did, within Two Years then next following, if conveniently they could, therewith also buy and purchase more Lands of Inheritance of the clear yearly Value of Eight Pounds at least, the Rents whereof should as aforesaid be payable unto and received by the Chamberlains of the said City of *Worcester* for the Time being for ever, who should thenceforth and therewith pay the Sum of Eight Pounds yearly for ever to the Churchwardens and Overseers of the Poor of the several Parishes of *Saint Clement's*, *Saint Alban*, and *Saint Swithin's*, within the said City of *Worcester*, for the Time being, in Manner and Proportion following, (that is to say,) to the Churchwardens and Overseers of the Poor of the Parish of *Saint Clement's* and *Saint Alban's* Forty Shillings apiece yearly, and to the Parish of *Saint Swithin's* the yearly Sum of Four Pounds for ever, to be respectively employed, converted, and bestowed by the said respective Churchwardens and Overseers of the Parishes, with the Approbation of Six of the most substantial Parishioners of every of the said Parishes respectively, for and towards placing, setting forth, and binding of Apprentices to some or one of the Trades, Sciences, Mysteries, or Occupations therein above specified, (qualified as aforesaid,) the Son or Sons of some poor Inhabitants within the said Parishes respectively whose Parents and Friends were not of Ability to set forth and provide for them; and he did further will, ordain, and appoint, that the Churchwardens and Overseers of the Poor of all and every the said respective Parishes, having had and received any of his aforesaid annual Gifts and Legacies, should make it appear to the Mayor, Aldermen, and Common Council for the Time being that they had duly and justly disposed of, laid out, and employed the then last Year's Gift and Legacy

[*Private.*]

so received by them, or that they had the same in Stock ready to be disposed of, laid out, and employed accordingly upon the next Opportunity offered, before they should have and receive any other or further Benefit by that his Will; and when and as soon as the said Mayor, Aldermen, and Citizens had bought and purchased the aforesaid Lands of Inheritance amounting and extending to the clear Value of Twenty-four Pounds at the least, and had settled his aforesaid Will, Intent, and Devise in that Behalf, then the said Testator ordained, willed, and appointed that the yearly Overplus, Remainder, and Residue of the yearly Rents, Issues, and Profits of the aforesaid Lands, Tenements, Tithes, Hereditaments, and Premises due upon the said Chamberlain's Accounts, and also of the said purchased Lands, (if there should be any Overplus, or the Remainder thereof over and above the Legacies therein-before given, bequeathed, and devised,) should be yearly set forth and lent by the said Mayor and Aldermen, or the greater Part of them, unto One young Tradesman of the said City, upon good and sufficient Security, *gratis* and without Interest as aforesaid, until the said yearly Remainder should amount and rise in the whole unto the Sum of One hundred Pounds, and then the said Testator's Will was, that the said Tradesmen to whom the said Mayor and Aldermen should dispose and set the same should pay the Sum of Five Pounds *per Cent.* and after that Rate for the Interest and Loan thereof until there should be Lands therewith purchased; and he did so will, ordain, and appoint, that the said Mayor, Aldermen, and Citizens should, and did, as soon as they conveniently could, therewith buy and purchase Lands of Inheritance of the clear yearly Value of Five Pounds at the least, the Rents and Profits whereof should be payable unto and received by the Chamberlains of the said City for the Time being for ever, and by them accounted for and paid yearly at the General Audit to the said Mayor, Aldermen, and Citizens, who should yearly for ever lay out and employ and convert the said Five Pounds *per Annum*, being the Interest of the said One hundred Pounds, to and for the clothing of Five poor aged impotent Men of the said City with Coats, Shoes, and Stockings, or the like, bestowing and laying out of the Sum of Twenty Shillings apiece in and for the clothing of every such poor Person yearly for ever; and the said Testator's Will was, that the said Mayor, Aldermen, and Citizens, until they should have purchased such Lands worth Five Pounds *per Annum* for that said Use, should and did lay out, employ, and convert the said Five Pounds *per Annum*, being the Interest of the said One hundred Pounds, to and for the clothing of Five poor aged impotent Persons as aforesaid; and when and as soon and as often as the said yearly Remainder found and brought in upon the said Chamberlain's Account, being from Time to Time lent forth upon good Security as aforesaid to some young Tradesman of the said City, should again arise and amount to the like Sum of One hundred Pounds, then he did will, ordain, and appoint that the said Five Pounds yearly Interest of the said One hundred Pounds should be from Time to Time yearly employed and bestowed for ever, by the said Mayor, Aldermen, and Citizens for the Time being, to and for the yearly apparelling and clothing of Five more poor aged impotent Persons of the said City, in Manner and Sort as aforesaid, until the said Mayor, Aldermen, and Citizens should purchase therewith more Lands of Inheritance of the clear yearly Value of Five Pounds at the least, which he willed, ordained, and appointed they should do upon the first Opportunity from Time to Time for ever, the Rents, Issues, and Profits of which said Lands should be payable unto and received by the Chamberlains of the said City for the Time being for ever, and by them accounted for at

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the General Audit, and yearly paid over to the said Mayor, Aldermen, and Citizens, to be by them for ever yearly employed, laid out, and bestowed in and for the apparelling and clothing of poor Men of the said City, qualified as aforesaid, by Twenty Shillings apiece, in Manner and in Sort as aforesaid; and his Meaning was, and he did so will, ordain, and appoint, that all the several Remainders found and brought in upon the several Chamberlains Accounts should be lent out, and Lands therewith purchased, as was before directed, expressed, and declared, from Time to Time for ever; and after giving certain Directions, therein mentioned, to his Executors, the said Testator, for the further settling of the aforesaid Lands and Tenements, Tithes and Hereditaments, with their Appurtenances, in and by that his Will given and bequeathed unto the pious and charitable Uses therein expressed and declared, and for the avoiding of all Scruples that might any way arise for or concerning the same, directed that the Corporation of the said City of *Worcester* should use their best Means and Endeavours in convenient Time, by Act of Parliament, at the Charge of his Executors, to establish, settle, and assure all and singular the Lands and Tenements, Tithes and Hereditaments, to and for the Uses in and by that his last Will expressed and declared: And whereas the said *John Nash* the Testator departed this Life in or about the Month of *May* One thousand six hundred and sixty-two; and on or about the Fifteenth Day of *August* One thousand six hundred and sixty-two Administration of the Goods, Chattels, and Credits of the said Testator, with the Will annexed, was granted by the Consistory Court of *Worcester* to *Thomas Hall, Richard Nash, James Nash, Somerset Hall, and John Nash*, the Testamentary Trustees named in the said recited Will, during the Minority of *Richard Nash*, a Minor, the Executor named and appointed by the said Will: And whereas shortly after the Decease of the said *John Nash*, the said Mayor, Aldermen, and Citizens of the said City of *Worcester* entered into the Possession of the Hereditaments devised as aforesaid by the said recited Will, but no Act of Parliament was obtained to establish the same, or the Trusts thereby created, as by the said Will directed: And whereas in the Year One thousand six hundred and seventy-nine the Surplus or Residue of the Rents and Profits of the aforesaid Hereditaments, after satisfying the prior Trusts of the said Will, amounted to the Sum of One hundred and sixty-six Pounds One Shilling and Sixpence; and the said Mayor, Aldermen, and Citizens laid out and invested the Sum of One hundred and sixty-five Pounds, Part of the same, and the further Sum of Fifty Pounds borrowed by them for that Purpose (but since repaid out of the said Trust Funds), and amounting together to the Sum of Two hundred and fifteen Pounds, in the Purchase from one *Abel Aley* of a Piece of Land called *Winmill* otherwise the *Artichoke Field*, situate in the said Parish of *Saint Nicholas* in the said City of *Worcester*, and containing Five Acres, and of another Piece of Land adjoining thereto containing One Acre, and also Six Acres of Land lying in a certain Common Meadow called *Great Pitchcroft*, in the Parish of *Claines* in the County of *Worcester*, and the said Pieces of Land so purchased by the said Mayor, Aldermen, and Citizens as aforesaid were duly conveyed to them and their Successors for ever accordingly: And whereas the Rents and Profits of the said Land so purchased and conveyed as aforesaid have from Time to Time been received by the said Mayor, Aldermen, and Citizens, and have from Time to Time been carried to the Account of the said Charity Estate, and applied for the Uses and Purposes in the said Will of the said *John Nash* mentioned and directed, and the Sum of Four Pounds hath yearly and every Year, saving and except for about the

Space

Lease by the Corporation to Joseph Millington of the Winmill or Artichoke-Field, dated 2d April 1762.

Space of Two Years, been paid to the Churchwardens and Overseers of the Poor of each of the said Parishes of *Saint Andrew* and *Saint Nicholas* in the said City of *Worcester*, but no further Surplus or Residue arising from the Rents and Profits of the said Charity Estates has since been applied in purchasing Lands or Tenements: And whereas by an Indenture bearing Date on or about the Second Day of *April* One thousand seven hundred and sixty-two, and made between the said Mayor, Aldermen, and Citizens of the said City of *Worcester* of the one Part, and *Joseph Millington* of the same City, Plumber and Glazier, of the other Part, in consideration of the Sum of Thirty Pounds to the said Mayor, Aldermen, and Citizens paid by the said *Joseph Millington*, and for other the Considerations therein expressed, the said Mayor, Aldermen, and Citizens did demise and lease unto the said *Joseph Millington*, his Executors, Administrators, and Assigns, the said Piece or Parcel of Land formerly called *Winmill Field*, but then called the *Artichoke Field*, with the Appurtenances, to hold the same unto the said *Joseph Millington*, his Executors, Administrators, and Assigns, from the Twenty-fifth Day of *March* then last for the Term of Forty-one Years then next ensuing, but subject to the Payment of the yearly Rent of Five Pounds and Two Shillings for Capons yearly reserved, and to the Observance and Performance of the Covenants, Conditions, and Agreements therein contained, and on the Tenants or Lessees Part to be paid, observed, and performed, and amongst them to a Covenant by the said *Joseph Millington* to lay out the Sum of One hundred and fifty Pounds in building One or more substantial House or Houses upon the said Premises, and to keep the same in repair: And whereas in the Year One thousand seven hundred and sixty-five the said Mayor, Aldermen, and Citizens, and the Governors of the *Worcester* County Infirmary, entered into a Treaty for a Lease to certain Trustees appointed on behalf of the said Infirmary of Part of the said Piece of Land called the *Artichoke Field*, demised to the said *Joseph Millington* as aforesaid, as a Site for the Erection of a new County Infirmary, and by an Order of the said Mayor, Aldermen, and Citizens, on or about the Twenty-eighth Day of *June* One thousand seven hundred and sixty-five, it was ordered, the Mayor and Justices and the rest of the Surveyors of the said City should survey the said Piece of Land called the *Artichoke Field*, and should make their Report on or before the Sixteenth Day of *July* then next, in order that Terms might be made with the said Trustees of the *Worcester* Infirmary for the Erection of a proper Building on Part of the said Field for a new Infirmary; and it was further ordered, that a new Lease should be granted to the said *Joseph Millington*, at such Fine and according to such Terms as the said Mayor, Justices, and Surveyors should at that Time settle: And whereas the said Piece of Land was afterwards surveyed accordingly, and the said *Joseph Millington* having stated an Account of his Expences in improving the same, it was agreed on behalf of the said Mayor, Aldermen, and Citizens, that in case the said *Joseph Millington* should within Twelve Months then next ensuing contract with the Governors of the said *Worcester* Infirmary for Two Acres of the said Piece of Land demised to him as aforesaid at any Sum not exceeding Two hundred Pounds, in order that the said Governors might erect thereon a new Infirmary, and in case the said *Joseph Millington* should surrender his Lease to the said Mayor, Aldermen, and Citizens, they would grant a Lease of such Two Acres to the said Governors and their Successors for the Purpose aforesaid for the Term of Forty-one Years at the yearly Rent of One Pound and Ten Shillings, and Two Shillings to the Mayor for Capons,

Capons, renewable for ever at the End for every Fourteen Years on paying a Fine to the Corporation of One Pound and Ten Shillings, and would also after such Contract and Surrender grant a new Lease of the remaining Part of the said Land to the said *Joseph Millington* for the like Term of Forty-one Years upon the Terms therein mentioned: And whereas the said *Joseph Millington* accordingly agreed with the Governors and Subscribers to the said Infirmary for a Lease of Two Acres, Part of the said Piece of Land called the *Artichoke Field*, at the Sum of Two hundred Pounds, and at a Meeting of the said Mayor, Aldermen, and Citizens held on or about the Nineteenth Day of *December* One thousand seven hundred and sixty-five it was ordered that Leases should be granted to the Right Reverend the Lord Bishop of *Worcester*, the Honourable *John Ward*, the Honourable *Edwin Sandys*, the Honourable *William Dowdeswell*, Sir *Richard Wrottesley* Baronet, Dean of *Worcester*, the Reverend *Treadway Nash*, Doctor in Divinity, and *Thomas Vernon* Esquire, as Trustees for the said Infirmary, of the said Two Acres of Ground, for the Purpose aforesaid, and to the said *Joseph Millington* of the remaining Part of the said *Artichoke Field*, on the Terms aforesaid: And whereas by an Indenture bearing Date on or about the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six, and made or expressed to be made between the Mayor, Aldermen, and Citizens of the said City of *Worcester* of the one Part, and the said Right Reverend *James* Lord Bishop of *Worcester*, *John Ward*, *Edwin Sandys*, *William Dowdeswell*, Sir *Richard Wrottesley* Baronet, *Treadway Nash*, Doctor in Divinity, and *Thomas Vernon*, Trustees appointed at a General Meeting of the Governors and Subscribers to the *Worcester* Infirmary, of the other Part, it is witnessed, that for and in consideration of the said Premises herein-before set forth, and therein fully expressed, the said Mayor, Aldermen, and Citizens did demise and lease unto the said Right Reverend *James* Lord Bishop of *Worcester*, *John Ward*, *Edwin Sandys*, *William Dowdeswell*, Sir *Richard Wrottesley*, *Treadway Nash*, and *Thomas Vernon*, all that Piece or Parcel of Arable Land as the same was then measured and set out, containing by Statute Measure Two Acres, being Part and Parcel of the Piece of Arable Land therein-before mentioned to have been demised to the said *Joseph Millington*, known by the Name of the *Artichoke Field*, which said Two Acres of Land, then planted as a Garden, and to be separated by a Wall from the other Part of the said *Artichoke Field*, is therein described to be bounded partly by a certain Messuage in the Possession of *Robert Howarth*, and partly by a Garden in the Possession of Doctor *John Wall*, on the East Side, by a common Road or Lane that lies between *Pitchcroft Ham* and the said Two Acres thereby demised, on the West, by *Salt Lane*, leading from the City of *Worcester* to *Pitchcroft Ham* aforesaid, on the North Side, and by the other Part of the said *Artichoke Field* then in the Possession of the said *Joseph Millington* on the South Side, to hold the same unto the said *James* Lord Bishop of *Worcester*, *John Ward*, *Edwin Sandys*, *William Dowdeswell*, Sir *Richard Wrottesley*, *Treadway Nash*, and *Thomas Vernon*, their Executors, Administrators, and Assigns, from the Twenty-fifth Day of *March* then next ensuing for the Term of Forty-one Years, subject to the Payment of the yearly Rent of One Pound and Ten Shillings, and at the yearly Sum of Two Shillings for Capons thereby reserved, and to the Observance and Performance of the Covenants, Conditions, and Agreements therein contained, and on the Tenants or Lessees Part to be paid, observed, and performed; and by the Indenture now in recital the said Mayor, Aldermen, and Citizens covenanted, at the End of the first Fourteen Years of

[Private.]

Lease from  
the Corpo-  
ration to the  
Governors of  
the Infirmary,  
21st Sept.  
1794.

the said Term thereby granted, on Payment of a Fine of One Pound and Twelve Shillings, at the Request and Costs of the said Trustees, to execute a further Lease of the said demised Premises for the further Term of Forty-one Years, to commence from the Expiration of the first Fourteen Years of the Term thereby granted, at the same yearly Rents, Covenants, and Agreements, and so for ever thereafter as often as any Lease should have Fourteen Years expired of the Term thereby granted: And whereas, after the Date and Execution of the said last in part recited Indenture of Lease, an extensive and commodious Building was erected by the said Governors of the said Infirmary upon Part of the Land thereby demised as aforesaid, and a considerable Sum of Money arising from the Funds of the said Infirmary, or contributed or subscribed by various Persons for the Purpose, was applied in defraying the Expences of erecting and building and fitting up the same; and the said Building so erected as aforesaid hath since been and is now used as and for an Infirmary for the Benefit and Aid of the Poor in the said City of *Worcester* and in the County of *Worcester*, and the Residue of the Land demised as aforesaid by the said last-mentioned Indenture of Lease hath from Time to Time been let by the Governors of the said Infirmary, and the Rents thereof applied in aid of the charitable Purposes thereof: And whereas, after an intermediate Renewal of the said Indenture of Lease of the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six, the said Mayor, Aldermen, and Citizens did by an Indenture of Lease, bearing Date the Twenty-first Day of *September* One thousand seven hundred and ninety-four, and made between the said Mayor, Aldermen, and Citizens of the one Part, and the Right Reverend Father in God *Richard* Lord Bishop of *Worcester*, *William Lygon* Esquire, the Reverend *Treadway Nash*, Doctor in Divinity, and Sir *Charles Trubshaw Withers* Knight, Trustees appointed at a General Meeting of the Governors and Subscribers to the *Worcester* Infirmary, of the other Part, as well in consideration of the Surrender of a former Lease bearing Date the Twenty-first Day of *March* One thousand seven hundred and eighty-two, and also in order to promote and encourage the Infirmary then lately erected in the said City for the better Reception and Relief of the afflicted and distressed, and for and in consideration of the Sum of One Pound and Twelve Shillings paid to the said Mayor, Aldermen, and Citizens as a Fine by the said *Richard* Lord Bishop of *Worcester*, *William Lygon*, *Treadway Nash*, and Sir *Charles Trubshaw Withers*; and of the Covenants and Agreements in the said Indenture contained, the said Mayor, Aldermen, and Citizens did demise and lease unto the said Lord Bishop of *Worcester*, *William Lygon*, *Treadway Nash*, and Sir *Charles Trubshaw Withers*, the said Piece or Parcel of Land described or mentioned in the said Indenture of Lease of the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six, and the said Building so erected and built thereon as aforesaid, with the Appurtenances, to hold the same unto the said *Richard* Lord Bishop of *Worcester*, *William Lygon*, *Treadway Nash*, and Sir *Charles Trubshaw Withers*, their Executors and Administrators, from the Twenty-fifth Day of *March* then last for the Term of Forty-one Years thence next ensuing, at, under, and subject to the same or the like Rents, Covenants, and Agreements as were reserved and contained in the said Indenture of Lease of the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six, and with a Covenant by or on the Part of the said Mayor, Aldermen, and Citizens for the Renewal of the said Indenture of Lease now in recital, to the same or the like Effect as the Covenant in that Behalf contained in the said Indenture of Lease of the Twenty-fourth Day of *February* One

thousand seven hundred and sixty-six: And whereas the said Term of Forty-one Years granted by the said Indenture of Lease of the Twenty-first Day of *September* One thousand seven hundred and ninety-four expired or determined on the Twenty-fifth Day of *March* now last past, and Doubts have been entertained respecting the Right and Power of the said Mayor, Aldermen, and Citizens to renew the same according to their said Covenant for that Purpose, or to demise the said Premises for any Term, at the Rent and under the Covenants and Agreements in the said Indenture of Lease reserved and contained: And whereas considerable Sums of Money have been expended in erecting and continuing and maintaining the said Infirmary by the Governors thereof on the Faith of the said Indenture of Lease, and of the Power of the said Mayor, Aldermen, and Citizens to enter into and perform and execute the Covenant of Renewal therein contained: And whereas the said Infirmary is an Institution of great public Benefit, and is supported by voluntary Gifts and Subscriptions, and affords constant and very material Assistance and Relief to the Poor in the said City of *Worcester* and in the said County of *Worcester*, and is within the general Scope and Design of the charitable Intentions of the said *John Nash* the Testator; and it is therefore expedient that such Doubt as aforesaid should be removed, and that the said Mayor, Aldermen, and Citizens should be enabled and empowered to grant such Leases and to enter into such Covenant of Renewal as herein-after mentioned; but the Object aforesaid cannot be obtained and effected without the Aid and Authority of Parliament: Now therefore Your Majesty's most dutiful and loyal Subjects, the said Mayor, Aldermen, and Citizens of the said City of *Worcester*, 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 Mayor, Aldermen, and Citizens of the said City of *Worcester*, and their Successors, and they are hereby empowered and required, upon the Request in Writing and at the Costs and Charges in all Things of the Governors or Governor for the Time being of the said Infirmary, by an Indenture or Indentures under the Common Seal of the said Mayor, Aldermen, and Citizens, to demise or lease the said Piece or Parcel of Land described or mentioned in the said Indenture of the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six, and the said Building or Infirmary erected and built thereupon, to the Trustees for the Time being of the said Infirmary, and for the Purposes thereof, at the Rent of Sixty Pounds, for any Term or Number of Years absolute not exceeding Forty-one Years, to take effect in Possession, and not in Reversion or by way of future Interest, without taking any Fine, Premium, or Foregift other than or beyond the said Fine, Premium, or Foregift of One Pound and Twelve Shillings in the said Indenture of Lease of the Twenty-fourth Day of *February* One thousand seven hundred and sixty-six mentioned; and so as the said Lessees do execute and deliver a Counterpart or Counterparts of such Lease or Leases, and do thereby covenant for Payment of the Rent thereby to be reserved, and all Taxes, Charges, Rates, Assessments, and Impositions in respect of the said Premises, and to keep the said Infirmary or Building in good and sufficient Repair and Condition; and so that there be contained therein a Power or Condition in the Nature of a Condition of Re-entry on Nonpayment of the Rent to be thereby reserved within a Time to be therein limited, or on Nonperformance of the Covenants on

Power for the Corporation to grant Lease to the Governors of the Infirmary.

the

Power for the Corporation to make a Road through the Lands demised.

Governors of Infirmary not to erect Buildings on certain Parts of Lands demised.

Covenant for Renewal.

General Saving.

Act to be printed by the King's Printers.

the Lessees Part therein to be contained, or in case the said Building shall at any Time be discontinued or cease to be used as a public Infirmary for the Space of Three Years ; and so as the Lessees be not by any Clause or Words therein contained authorized to commit Waste, or be made dispunishable for Waste : Provided always, that it shall and may be lawful for the said Mayor, Aldermen, and Citizens, at any Time after the passing of this Act; and full Right and Power is hereby accordingly reserved to them, to make and use a public Carriage Road or Way of the Width of Forty Feet, or any less Width, from the Lane or Street called *Salt Lane*, through that Part of the Land or Ground so to be demised as aforesaid which lies on the West Side of the said Building or Infirmary, to other Lands devised by or subject to the Trusts of the said Will of the said *John Nash*, so nevertheless that such Road or Way shall not be made within the Distance of Twenty-five Yards from the said Building or Infirmary : Provided also, that the Governors of the said Infirmary shall not erect any Messuages or Buildings on such Part of the Lands to be comprised in such Lease as aforesaid as at the Time of the passing of this Act shall be let by them as Gardens to their Under-tenants, without the Licence of the said Mayor, Aldermen, and Citizens, testified by Writing under their Seal.

II. And be it further enacted, That the said Mayor, Aldermen, and Citizens, and their Successors, shall and they are hereby required, in every Lease to be granted as aforesaid, to enter into a Covenant for the Renewal of the Term thereby demised at any Time during the last Seven Years thereof, on Payment or Tender of such Fine as aforesaid, and under such Rents, Covenants, and Agreements as aforesaid, and also that during the Continuance of any such Lease the Premises thereby demised shall be freed and discharged of and from the charitable Uses, Trusts, and Directions declared and contained in the said Will of the said *John Nash*, and be vested in the said Lessees for the Term thereby granted, subject only to the Rent, Covenants, and Agreements therein respectively reserved and contained, and that the said Rent and Renewal Fines shall be subject to and be applied upon and for the charitable Uses and Trusts in the said Will of the said *John Nash* mentioned.

III. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every Persons and Person, Bodies Politic and Corporate, his, her, and their respective Heirs, Executors, and Administrators, or Successors, (other than and except the said Mayor, Aldermen, and Citizens of the said City of *Worcester*, and their Successors, and the Trustees or Trustee of the Estates of the said *John Nash* for the Time being, and all Persons entitled to the Benefit of the Charity or Trusts created and declared by his said Will,) all such Estate, Right, Title, and Interest as belonged to or were holden and enjoyed by them or any of them immediately before the passing of this Act.

IV. 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.