ANNO QUINTO

GEORGII IV. REGIS.

CAP. LXXXIX.

An Act for the Relief, in certain Cases, of the Incumbents of Ecclesiastical Livings or Benefices mortgaged for building, rebuilding, repairing, or purchasing Houses and other necessary Buildings and Tenements for such Benefices.

[21st *June* 1824.]

WHEREAS under and by virtue of an Act of Parliament made in the Seventeenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to promote* 17 G.3. c.53. *the Residence of the Parochial Clergy, by making Provision for the more speedy and effectual building, rebuilding, repairing, or purchasing Houses and other necessary Buildings and Tenements for the Use of their Benefices;* and another Act made in the Twenty- 21 G.3. c.66. first Year of His said Majesty's Reign, to explain and amend the said Act; many Mortgages of Ecclesiastical Livings and Benefices have been made, and are still remaining in force, as Securities for Monies borrowed for building, rebuilding, repairing, or purchasing Houses and other necessary Buildings and Tenements for such Benefices; and in most Cases the Sums of Money borrowed on such Mortgages have been to the full Amount authorized by the said Acts, that is to say, Two Years Net Income and Produce of the said respective Livings or Benefices, estimated at or previous to the Execution of such several Mortgages in the Manner by the said Acts directed; and the Incumbents of

the said respective Livings or Benefices are liable, according to the Directions of the said Acts, to pay Five Pounds *per Centum per Annum* of the Principal Monies so borrowed; or in case such Incumbents shall not reside Twenty Weeks in each Year upon such Livings or Benefices, then instead of Five Pounds *per Cent.* to pay Ten Pounds *per Cent. per Annum* of the said Principal Monies, over and above the Interest arising upon such Mortgages, until the whole Principal Monies and Interest shall be fully paid and discharged: And whereas great Reduction has taken place in the Income and Produce of many Livings or Benefices mortgaged by virtue of the said Acts since the respective Mortgages thereof were made, whereby it happens that the Yearly Payments in Discharge of the Monies borrowed on such Mortgages, which the Incumbents of the said Livings or Benefices are liable to pay, amount to a larger Proportion of the present Income and Produce thereof than it was contemplated or intended that they should be liable to pay according to the Directions of the said Acts; and it is just and expedient that such Provision be made for the Relief of Incumbents of Livings or Benefices already mortgaged by virtue of the said Acts as herein-after is expressed: Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful for the Incumbent of every Living or Benefice mortgaged before the passing of this Act, under or by virtue of the said former Acts, for the Amount of Two Years Net Income and Produce thereof, to lay before the Ordinary of such Living or Benefice a just and particular Account in Writing, signed by such Incumbent, and verified upon his Oath, taken before some Justice of the Peace or Master in Chancery, Ordinary or Extraordinary, (which Oath every Justice of the Peace and every Master in Chancery is hereby empowered to administer), of the Income or Produce of such Living or Benefice at the Time of stating such Account thereof, and of all Rents, Stipends, Taxes, and other Outgoings therefrom, excepting only the Salary to the Assistant Curate, where such a Curate is necessary; and it shall and may be lawful for the Ordinary thereupon to cause an Enquiry to be made by the Archdeacon, Chancellor of the Diocese, or other proper Persons resident within or near the Limits of such Living or Benefice, of the Truth of the said Account, and the Result of the said Enquiry to be certified by such Archdeacon, Chancellor, or other Persons; and the Incumbent of such Living or Benefice, and the Mortgagee or Mortgagees thereof, may and they are hereby empowered, with the Consent of the Ordinary and Patron of such Living or Benefice, to agree that the Yearly Payments in Discharge of the Principal Money secured by the Mortgage of such Living or Benefice, and to become due after such Agreement, shall be made at the Rate of Five Pounds *per Cent.* or Ten Pounds *per Centum per Annum*, as the Case may require, according to the Directions of the said former Acts and this Act, of the Sum which Two Years Net Income and Produce of the said Living or Benefice shall appear to amount unto according to the Account thereof laid before and the Certificate returned to the Ordinary as herein mentioned; and every such Agreement shall be valid and effectual; and the Mortgage made

Incumbents of mortgaged Livings for the Amount of Two Years Income may lay before the Ordinary an Account of the Value of such Livings, who shall cause Enquiry to be made of the Truth thereof

Mortgagees empowered to agree to make Yearly Payments in Discharge of the Mortgage after the Rate of 5 per Cent., or 10 per Cent., as the Case may require, according to the Directions of recited Acts.

made of every such Living or Benefice shall be and remain in force as a Security for the Yearly Payments thereby agreed to be made, as well as for Payment of the Interest arising on such Mortgage, and with all the Powers and Remedies for enforcing the same given by the said former Acts, until the Money borrowed and all Interest for the same, and also all Costs and Charges which shall be occasioned by the Nonpayment thereof, shall be fully paid and discharged, in like Manner as if such Yearly Payments had been expressly mentioned in and secured by the said Mortgage, the Expiration of the Term of Years granted by the said Mortgage or any other Cause or Matter whatsoever notwithstanding.

Agreements to be in Form prescribed by the Schedule.

II. And be it further enacted, That every Agreement which shall be entered into by virtue of this Act shall be in Writing, in the Form in the Schedule to this Act set forth, or to that Effect, under the Hands of the Ordinary, Patron, Incumbent, and Mortgagee or Mortgagees of the Living or Benefice to which the same shall relate, or the Common Seal of such of them as shall be a Body Corporate Aggregate; and in case the Patronage of any such Living or Benefice shall be in the Crown, or the Patron of any such Living or Benefice shall happen to be a Minor, Idiot, Lunatic, or Feme Covert, such Agreement shall be signed by such Persons as by the said former Acts are empowered in the like Case to consent to the Proceedings thereby authorized; and in case any such Agreement shall relate to any Chapelry or perpetual Cure, the Incumbent whereof shall be nominated by the Rector or Vicar of the Parish, in every such Case such Rector or Vicar shall be required to be a Party to the Agreement so to be made, together with the Patron of the Rectory or Vicarage.

Governors of Queen Anne's Bounty empowered to enter into Agreements with respect to Mortgages, as are also the Colleges and Halls of the Universities of Oxford and Cambridge.

III. And be it further enacted, That it shall and may be lawful for the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, to make and enter into such Agreements as herein-before are authorized, with respect to all or any of the Mortgages made to the said Governors by virtue of the said former Acts, if it shall appear to the said Governors to be fit and proper so to do; and it shall and may also be lawful for all Colleges and Halls within the Universities of *Oxford* and *Cambridge*, and for all other Corporate Bodies possessed of the Patronage of any Ecclesiastical Livings or Benefices, to make and enter into such Agreements as herein-before are authorized, with respect to all or any of the Mortgages made to them respectively, for any Sums of Money advanced under the Powers of the said former Acts, if it shall appear to them respectively fit and proper so to do.

Agreements to be registered.

Fee to Registrar.

IV. And be it further enacted, That a Copy of every Agreement made by virtue of this Act shall be registered in the Office of the Registrar of the Bishop, or other Ordinary of the Living or Benefice to which such Agreement shall relate, after having been first examined by him; and such Registrar shall register such Copy, and make and sign a Certificate on the original Agreement, that a Copy thereof is so registered, and shall be entitled to demand and receive the Sum of Five Shillings and no more for such Register; and every such Copy shall

shall be inspected upon all necessary Occasions, the Person who requires such Inspection paying to the said Registrar the Sum of One Shilling for the same; and the registered Copy of such Agreement, or a Copy thereof certified under the Hand of the Registrar to be correct, shall be allowed as legal Evidence in case any such Agreement shall happen to be lost or destroyed.

No Proceeding under this Act to be charged with Stamp Duty.

V. And be it further enacted, That no Affidavit, Certificate, Agreement, Instrument, or Proceeding made, had, or done, under the Authority or Directions of this Act, shall be charged or chargeable with any Stamp Duty.

Non-residents by Licence liable to pay Mortgagees in manner herein mentioned.

VI. And be it further enacted, That in case any Incumbent of any Living or Benefice mortgaged or to be mortgaged by virtue of the said former Acts, who shall not reside Twenty Weeks in any Year upon such Living or Benefice, shall have been non-resident in the same Year by Licence of the Bishop of the Diocese within which such Living or Benefice shall be locally situate, granted by reason or on account of any actual Illness or Infirmity of Mind or Body of such Incumbent, or of his Wife or Child, making Part of and residing with him as Part of his Family, such Incumbent shall for every Year in which he shall be non-resident by such Licence, pay to the Mortgagee or Mortgagees of his Living or Benefice the like Sum as he would have been liable to pay by virtue of the said former Acts, or any Agreement made under the Powers of this Act, in case he had resided Twenty Weeks in the same Year upon his said Living or Benefice, and no other or greater Sum; provided that every such Incumbent at the Time of making such Payment, or some Person on his Behalf, shall deliver to the Mortgagee or Mortgagees a Certificate under the Hand of such Bishop, that such Incumbent was non-resident, in the Year for which such Payment shall be made, by the Licence of the said Bishop, granted for some or one of the Causes herein-before mentioned, to be specified in the said Certificate.

Governors of Queen Anne's Bounty empowered to reduce the Rate of Interest of Mortgages.

VII. And be it further enacted, That it shall and may be lawful to and for the said Governors of the Bounty of Queen *Anne*, for the Augmentation of the Maintenance of the Poor Clergy, at any Time or Times after the passing of this Act, to reduce the Rate of the Interest secured to them by any Mortgage or Mortgages heretofore made to them under the Authority of the said former Acts, and thereafter to become due to such Rate or Rates, as to them shall appear just and reasonable.

The

The SCHEDULE to which the Act refers.

FORM OF AGREEMENT.

WHEREAS in the Year the Rev. *A. B.* Clerk, Rector [Vicar *or* Curate] of the Parish Church [*or* Curacy *or* Chapelry] of in the County of and the Diocese of the Bishop of and under the Jurisdiction of the said Bishop, [*or such other Ecclesiastical Person or Corporation as shall be Ordinary*], as Ordinary, by virtue and pursuant to the Directions of an Act of Parliament passed in the Seventeenth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to promote the Residence of the Parochial Clergy, by making Provision for the more speedy and effectual building, rebuilding, repairing, or purchasing Houses and other necessary Buildings and Tenements for the Use of their Benefices*, obtained the Consent of the said Ordinary, and of the Patron of the said Church [*or* Curacy *or* Chapelry], to borrow and take up at Interest, on Mortgage of the Glebe, Tithes, and Emoluments of the said Living, the Sum of Pounds, being the Amount of Two Years Net Income and Produce of the said Living, as then estimated and proved in the Manner by the said Act directed; and the said Sum of Pounds was advanced by *C. D.*, and a Mortgage of the Glebe, Tithes, and Emoluments of the said Living, by Indenture bearing Date the Day of was duly made and executed to him for securing the Repayment thereof, with Interest at the Rate of Pounds *per Centum per Annum*, by Yearly Payments, according to the Directions of the said Act, and of another Act passed in the Twenty-first Year of His said Majesty's Reign, to explain and amend the same: And whereas the several Yearly Payments which have become due upon the said Mortgage, up to and including the Day of last, together with all Interest arising upon the said Mortgage to that Time, have been discharged, and there now remains due on the Security of the said Mortgage, the Principal Sum of Pounds, with Interest thereon, from the said Day of

[*If the Incumbent entering into the Agreement is a Successor of him who made the Mortgage, or the Mortgagee is Representative or Assignee of him to whom the Mortgage was made, the Facts are to be here stated in proper Recitals, and the proper Parties are to be named in the subsequent Parts of the Agreement instead of the Parties to the Mortgage*]: And whereas the said *A. B.*, pursuant to the Directions of an Act passed in the Fifth Year of the Reign of His Majesty King *George* the Fourth, intituled [*set forth the Title of this Act*], has laid before the Ordinary of the said Living a just and particular Account in Writing, signed by him, and verified as by the said last-mentioned Act is required, of the present In-

come or Produce of the said Living, and of the Outgoings therefrom; and the said Ordinary has caused Enquiry to be made of the Truth of the said Account, and the Result of the said Enquiry to be certified to him as by the said Act required; and according to the said Account and the Certificate returned to the said Ordinary, the Net Income and Produce of the said Living appears now to amount to the Sum of Pounds, and therefore Two Years Net Income and Produce thereof will amount to the Sum of and no more: And whereas the said *C. D.* is willing to accept such reduced Yearly Payments in Discharge of the Principal Money remaining due on the said Mortgage, as by the said last-mentioned Act authorized and herein-after mentioned: Now it is hereby agreed by and between the said *A. B.* and *C. D.* with the Consent of the said Ordinary and of the Patron [*or* Patrons] of the said Church, [*or* of the Rector or Vicar of the Parish Church of who is entitled to the Nomination of the Curate of the said Curacy or Chapelry of and the Patron of the said Parish Church, *or if any other Person or Persons shall according to the Act be required to act for the Patron, such Person or Persons shall be named, with a proper Description,*] testified by the said Ordinary and Patron signing this Agreement; [*or if either of them shall be a Body Corporate Aggregate, then by the said Ordinary* (*or Patron*) *signing, and the said Patrons* (*or Ordinary*) *causing their Common Seal to be affixed to this Agreement*;] and by virtue of the Powers of the said last-mentioned Act of Parliament, that the Yearly Payments in Discharge of the said Sum of Pounds remaining due on the said Mortgage as aforesaid, shall be made at the Rate of Five Pounds *per Cent.* or Ten Pounds *per Cent.* as the Case may require, according to the Directions of the said several Acts of Parliament, of the said Sum of Pounds, the Amount of Two Years Net Income and Produce of the said Living, according to the late Account and Certificate herein-before mentioned; and the said Mortgage of the said Living is, pursuant to and by virtue of the said last-mentioned Act, to be and remain in force as a Security for the Yearly Payments hereby agreed to be made, as well as for Payment of the Interest arising on the said Mortgage, and with all the Powers and Remedies for enforcing the same given by the said first mentioned Act, until the Money borrowed on the said Mortgage, and all Interest for the same, and also all Costs and Charges which shall be occasioned by the Nonpayment thereof, shall be fully paid and discharged. Dated the Day of in the Year One thousand eight hundred

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