

ANNO QUARTO & QUINTO

VICTORIÆ REGINÆ.

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buildings to the same belonging, therein mentioned to be situate and being at *Hill Top* in the Parish of *Westbromwich* in the County of *Stafford*, and also all those several Pieces or Parcels of Land or Ground thereto belonging, then in the Tenure or Occupation of *Joseph Martin*, and also all those Two other Messuages or Tenements therein also mentioned to be situate at *Hill Top* aforesaid, then in the several Tenures or Occupations of *John Stokes* and *Joseph Culwick*, their Under-tenant or Under-tenants, or by whatsoever other Name or Names, Abuttals, Boundaries, Quantities, or other Descriptions the said respective Messuages or Tenements, Lands, Buildings, Hereditaments, and Premises therein-before mentioned, and thereby granted, limited, and appointed, or mentioned or intended so to be, or any Part or Parcel thereof, then were or was or theretofore had been better called, known, or distinguished, and the Appurtenances thereto belonging; to hold the said Hereditaments and Premises, with their Appurtenances, unto the said *Joseph Bissell* and *John Hasluck*, and the Survivor of them, and the Heirs and Assigns of such Survivor, to the Use of them the said *Joseph Bissell* and *John Hasluck*, and the Survivor of them, and the Heirs and Assigns of such Survivor, upon Trust for *Susannah*, a Daughter of the said *Edward Fisher*, and then the Wife of *Joseph Smith*, a Son of the said *Thomas Smith*, and her Assigns, for her Life; and from and after her Decease, upon Trust for the said *Joseph Smith*, and his Assigns, for his Life; and from and after the Decease of the Survivor of them the said *Joseph Smith* and *Susannah* his Wife, upon Trust for *Edward Fisher Smith* (since deceased), a Son of the said *Joseph Smith* and *Susannah* his Wife, and his Assigns, for his Life; and from and after the Decease of the said *Edward Fisher Smith* (since deceased), upon Trust to sell and dispose of the said Estate, and the Monies arising therefrom, to pay and apply unto and amongst all and every the Children of the said *Edward Fisher Smith* (since deceased), lawfully begotten, Share and Share alike, the same to be paid as they should severally and respectively attain the Age of Twenty-one Years, but in case there should be only One such Child, then to pay the Whole to such One Child only; and in default of Issue, then upon Trust from Time to Time to pay to or authorize and empower *Mary Smith*, a Daughter of the said *Joseph Smith* and *Susannah* his Wife, and her Assigns, to receive and take the Rents, Issues, and Profits arising from the said Estate during her natural Life, to and for her and their own Use and Benefit, free from the Control or Intermeddling and Debts of any Husband she might marry; and from and after her Decease, upon Trust to sell and dispose of the said Estate, and the Monies arising therefrom, to pay and apply unto and amongst all and every the Children of the said *Mary Smith* lawfully begotten, equally, Share and Share alike, the same to be paid in like Manner as the same was therein-before directed to be paid to the Children of the said *Edward Fisher Smith* (since deceased) in case he should die leaving Issue of his Body lawfully begotten; but in case the said *Edward Fisher Smith* (deceased) and *Mary Smith* should both happen to die without leaving Issue lawfully begotten, then in Trust to pay, apply, and dispose of the Monies arising by Sale of the said Hereditaments unto and amongst all and every other the Children of the said *Joseph Smith* and *Susannah* his Wife lawfully

begotten, equally amongst them, Share and Share alike, and if but One to such One Child only; and in default of Issue, then, as to one Moiety of the said Hereditaments and Premises, in Trust for the said *Edward Fisher*, his Heirs and Assigns for ever, and as to the other Moiety of the said Hereditaments and Premises, in Trust for the said *Thomas Smith*, his Heirs and Assigns for ever: And whereas the said *John Hasluck* departed this Life many Years ago, leaving the said *Joseph Bissell*, his Co-trustee, him surviving; and the same *Joseph Bissell* departed this Life on the Seventh Day of *August* One thousand eight hundred and nineteen: And whereas the said *Edward Fisher Smith* (deceased), the Son of the said *Joseph Smith* and *Susannah* his Wife, departed this Life, on or about the Twentieth Day of *April* One thousand eight hundred and seven, without ever having been married: And whereas the said *Joseph Smith* departed this Life in the Year One thousand eight hundred and thirty-two, leaving the said *Susannah Smith* him surviving: And whereas the said *Edward Fisher* and *Thomas Smith* have both departed this Life: And whereas the said *Mary Smith* some Years ago intermarried with and is now the Wife of *Henry Bickerton Whitehouse* of *Westbromwich* in the County of *Stafford*, Ironmaster: And whereas the said *Susannah Smith*, together with the said *Henry Bickerton Whitehouse* and *Mary* his Wife, formerly the said *Mary Smith* Spinster, and all her Children therein named, on or about the Fourteenth Day of *April* One thousand eight hundred and thirty-six preferred their Bill in the High Court of Chancery against *Joseph Bissell*, the Nephew of the before-named *Joseph Bissell*, the surviving Trustee under the said recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, stating, among other Things, the Deaths of the said *John Hasluck* and *Joseph Bissell* herein-before recited, and alleging that the said *Joseph Bissell*, the surviving Trustee, died intestate as to Trust Estates, leaving *Joseph Bissell*, the Defendant, his Nephew and Heir at Law, in whom the said Trust Estates were then legally vested; and praying thereby that it might be referred to one of the Masters of the said Court to appoint some proper Persons to be new Trustees under the said Indenture, in the Place and Stead of the said *John Hasluck* and *Joseph Bissell* deceased: And whereas by a Decree of the said Court, bearing Date on or about the Thirtieth Day of *January* One thousand eight hundred and thirty-seven, and made in the said Cause, it was ordered that it should be referred to the Master of the said Court in rotation to appoint proper Persons to be Trustees of the Estates and Funds comprised in the said recited Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and five: And whereas the Right Honourable *Robert* Lord *Henley*, the Master in rotation to whom the said Cause was referred, by his Report, bearing Date the Eighteenth Day of *August* One thousand eight hundred and thirty-seven, appointed *Philip Williams* of *Wednesbury Oak* Ironworks in the Parish of *Tipton* in the said County of *Stafford*, Ironmaster, and *Edward Fisher Smith*, then of *Walbrook* in the Parish of *Sedgley* in the said County of *Stafford*, but now of *Westbromwich* aforesaid, Gentleman, to be Trustees of the Estates and Funds comprised in the said recited Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and five, for all and singular the Trusts and

Bill in Chancery for the Appointment of new Trustees, 14th April 1836.

Purposes

Conveyance to the new Trustees, 11th and 12th Oct. 1837.

Purposes mentioned and contained in the same Indenture: And whereas by Indentures of Lease and Release, bearing Date respectively the Eleventh and Twelfth Days of *October* One thousand eight hundred and thirty-seven, the Release made between the said *Joseph Bissell* the Nephew, of the one Part, and the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, of the other Part, in pursuance of the said Decree of the Thirtieth Day of *January* One thousand eight hundred and thirty-seven, the said *Joseph Bissell*, Party thereto, did bargain, sell, release, and confirm unto the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, and their Heirs, all and singular the Messuages or Tenements, Lands, Hereditaments, and Premises comprised in and conveyed and assured by the said recited Indentures of Lease and Release and Appointment of the Twenty-third and Twenty-fifth Days of *March* One thousand eight hundred and five, and all other the Hereditaments (if any) which were then in anywise subject to the Trusts of the said recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, and were then vested in the said *Joseph Bissell* (Party thereto), together with the Appurtenances, to hold the same unto and to the Use of the said *Philip Williams* and *Edward Fisher Smith*, their Heirs and Assigns for ever, but nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoes, Agreements, and Declarations, in the said recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five expressed and declared of and concerning the same, or such of the said Trusts, Intents, and Purposes, Powers, Provisoes, Agreements, and Declarations, as were then subsisting undetermined and capable of taking effect: And whereas in and by a certain other Indenture, bearing Date the Fourteenth Day of *October* One thousand eight hundred and thirty-nine, and made between the said *Susannah Smith* of the one Part and the said *Henry Bickerton Whitehouse* of the other Part, she the said *Susannah Smith*, for the Considerations therein mentioned, did grant, bargain, sell, and convey unto the said *Henry Bickerton Whitehouse*, his Executors, Administrators, and Assigns, (among and together with other Hereditaments therein mentioned,) all and singular the Messuages, Lands, and Hereditaments called the *Hill Top Farm*, situate in the Parish of *Westbromwich* aforesaid, and therein and herein before more particularly mentioned and described, with their Appurtenances, (being the same Premises as are comprised in the said recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five,) to hold the said Premises, with their Appurtenances, unto and to the Use of the said *Henry Bickerton Whitehouse*, his Executors, Administrators, and Assigns, thenceforth for and during the natural Life of the said *Susannah Smith* absolutely: And whereas the said *Mary Whitehouse* hath Seven Children, and no more, *videlicet*, *Henry Bickerton Whitehouse* the younger, *Edwin Smith Whitehouse*, *Benjamin Whitehouse*, *Arthur George Whitehouse*, *Sarah Ellen Whitehouse*, *Mary Whitehouse* the younger, and *Susan Emily Whitehouse*, all of whom are now Infants under the Age of Twenty-one Years, and unmarried; and she the said *Mary Whitehouse* the elder hath never had any other

Conveyance by Susannah Smith to Henry Bickerton Whitehouse, 14th Oct. 1839.

other Child: And whereas there were Six other Children of the said *Joseph Smith* and *Susannah* his Wife besides the said *Edward Fisher Smith* (deceased) and *Mary Whitehouse*, *videlicet*, *Susannah* (now the Wife of *Thomas Jesson* of *Westbromwich* aforesaid, Gentleman), *Joseph Smith*, *Elizabeth* (now the Wife of *John James Russell* of *Handsworth* in the said County of *Stafford*, Gentleman), the said *Edward Fisher Smith* of *Westbromwich*, *Henry Smith*, and *Lydia Ann* (now the Wife of *William Bagnall* of *Westbromwich* aforesaid, Gentleman): And whereas the Messuages or Tenements, Lands and Hereditaments, situate at *Hill Top*, mentioned and described in the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, and called the *Hill Top Farm*, consist of the following Premises; (that is to say,) all that Capital Messuage or Tenement, with the Coach-house, Stable, and other Outbuildings, Yard, Flower Garden, and Appurtenances thereto belonging, situate, lying, and being at or near *Hill Top* in the Parish of *Westbromwich* in the said County of *Stafford*, now in the Holding or Occupation of the said *Henry Bickerton Whitehouse* the elder, the Site of which Messuage and Outbuildings, together with the Yard, Flower Garden, and Appurtenances, including One Moiety or Half Part of such Part of a Turnpike Road leading from *Wednesbury* to or towards *Birmingham*, and of a public Highway or Road called *Garrett's Lane*, immediately adjoining thereto, contain by Admeasurement Two Roods and Thirty-six Perches, or thereabouts (little more or less); and also all those Two Closes, Pieces, or Parcels of Land now called or known by the several Names of the *Home Close* and *Pindle Piece*, a Part of which Piece called the *Home Close* is now converted into and used as Garden Ground, and is occupied with the said Capital Messuage or Tenement, and contains by Admeasurement Two Roods and Seven Perches and a Half, or thereabouts, and the Remainder of the said Close called the *Home Close*, with the said Close called the *Pindle Piece*, contain together by Admeasurement Three Acres One Rood and Thirty-three Perches and a Quarter, situate, lying, and being at *Hill Top* in the Parish of *Westbromwich* aforesaid, and now also in the Holding or Occupation of the said *Henry Bickerton Whitehouse* the elder; and also all that other Close, Piece, or Parcel of Land, now called or known by the Name of the *Meadow*, situate, lying, and being at *Hill Top* in the Parish of *Westbromwich* aforesaid, now in the Holding or Occupation of the said *Henry Bickerton Whitehouse* the elder, and of *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, herein-after mentioned, containing Three Acres Two Roods and Thirty-four Perches, or thereabouts; and also all that other Close or Parcel of Land, now called by the Name of the *Lower Meadow*, and which is separated from the said Close called the *Meadow* by the *Birmingham* Canal Navigation, situate, lying, and being at *Hill Top* in the Parish of *Westbromwich* aforesaid, containing by Admeasurement Three Roods and Thirty Perches and a Quarter, or thereabouts, little more or less, now in the Holding or Occupation of the said *Henry Bickerton Whitehouse* the elder, or his Under-tenants: And whereas there are in and under or beneath the Surface of the said Capital Messuage or Tenement, Outbuildings, Lands, Hereditaments, and Premises situate in the Parish of

of *Westbromwich* aforesaid, and called the *Hill Top Farm*, described and comprehended in the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, divers Veins, Seams, and Strata of Coal and Ironstone and other Minerals, supposed to be of considerable Value: And whereas under and by virtue as well of the said recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, as of the said recited Indenture of the Fourteenth Day of *October* One thousand eight hundred and thirty-nine, the said *Henry Bickerton Whitehouse* the elder is entitled, for the Life of the said *Susannah Smith*, to the Rents and Profits of the said Capital Messuage, Outbuildings, Lands, and Hereditaments, called the *Hill Top Farm*, comprised in the same Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five; and the said *Mary*, the Wife of the said *Henry Bickerton Whitehouse* the elder, is entitled, in case she shall survive the said *Susannah Smith*, to the Rents and Profits of the same Capital Messuage, Outbuildings, Lands, and Hereditaments for her Life, for her separate Use; and upon the Decease of her the said *Mary*, the Wife of the said *Henry Bickerton Whitehouse* the elder, leaving Issue, the Children of her the said *Mary Whitehouse* the elder will become entitled, not only to the Money to arise by or from the Sale and Disposition of the said Estate and Premises called the *Hill Top Farm*, but also to the Money to arise by Sale of the Mines and Minerals lying and being in and under the same Estate, in equal Shares and Proportions; and in the event of the Decease of the said *Mary Whitehouse* the elder without leaving Issue, the said *Susannah Jesson*, *Joseph Smith*, *Elizabeth Russell*, *Edward Fisher Smith* of *Westbromwich*, *Henry Smith*, and *Lydia Ann Bagnall* will be entitled to such Monies equally between them: And whereas by Articles of Agreement bearing Date the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, and made between the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, of the First Part, the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, of the Second Part, and *John Tildasley* of *Yardley* in the County of *Worcester*, *Samuel Bill* of *Westbromwich* aforesaid, and *John Tildasley* the younger, of *Westbromwich* aforesaid, Coal-masters and Copartners, carrying on Trade or Business under the Firm of *Tildasley*, *Bill*, and *Tildasley*, of the Third Part, the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, so far only as they lawfully could or might as such Trustees as aforesaid, and with the Consent and Approbation of the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, (testified by their severally signing the now-reciting Agreement,) did agree, immediately, or as soon after a Decree should be obtained in a Suit therein-after agreed to be instituted for the Purpose of having the said now-reciting Agreement performed and carried into execution as the Case would admit of, to grant to the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, their Executors, Administrators, and Assigns, (to be licensed as therein-after mentioned,) and the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger did agree to accept and take, a Lease for the Term of Twenty-one Years, to commence on the Day of the Date of such Lease, of all and so much and such Part of the said

Agreement to sell or lease the Mines to Messrs. Tildasley and Company, 16th Oct. 1839.

before-mentioned Close or Parcel of Land called or known by the Name of the *Meadow*, situate, lying, and being at *Hill Top* in the Parish of *Westbromwich* aforesaid, as contained by Admeasurement One Acre One Rood and Thirty-one Perches and a Half, or thereabouts, then in the Holding or Occupation of the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, or of the said *Henry Bickerton Whitehouse* the elder, and as was coloured Purple in or on the Map or Ground Plan drawn on the Back of the Fifth Skin of the now-reciting Articles; (except and reserved out of the now-reciting Agreement, and to be reserved also out of the said then intended Demise or Lease, all Timber and other Trees; and also except and reserved out of the now-reciting Agreement, and to be reserved also out of the said then intended Demise or Lease unto the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, and the Survivor of them, his Heirs and Assigns, the Right, Privilege, and Power for them and him, at any Time or Times during the Term to be granted as aforesaid, to take such Part of the Surface of the said Close of Land called the *Meadow* as therein mentioned, and also the Beds of Sand and Clay in and under the same Part, they the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, or the Survivor of them, his Heirs or Assigns, paying unto the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, or the Survivors or Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, upon every Twenty-fifth Day of *March* in each Year, after the Rate of Five Pounds an Acre, exclusive of Levies and Taxes, and in that Proportion for any less Quantity than an Acre, of the Land to be taken for the Purposes aforesaid; and likewise except and reserved out of the now-reciting Agreement, and to be reserved also out of the said then intended Demise or Lease, not only the said Capital Messuage or Tenement, Outbuildings, Yard, Flower Garden, and Appurtenances thereunto belonging, but also the Surface of all and every the Lands respectively coloured Green, Pink, Brown, and Black in or on the said Map or Ground Plan); and also of all the Mines, Veins, Seams, or Strata of Coal and Ironstone called the *Thick* or *Main Coal*, the *Heathen Coal*, the *Brooch Coal*, the *Brooch Ironstone*, the *Lamb Ironstone*, and the *Gubbin Ironstone*, and all other the Mines or Veins of Coal and Ironstone, down to the Bottom of the Stratum of Coal called the *Heathen Coal*, which were or should or might be found or discovered to be in, within, or under, not only such Part of the said Close of Land called the *Meadow* as was coloured Purple in or on the said Map or Ground Plan, and thereby agreed to be demised as aforesaid, but also in, within, or under as well the said Lands respectively coloured Green, Pink, Brown, and Black in or on the said Map or Plan, but subject nevertheless to such Variation of a Boundary Line shown on the said Map or Ground Plan as was therein-after referred to, and also in, within, or under such Part of the public Highway or Road called *Garrett's Lane* as was laid down on the said Map or Plan, and was thereupon coloured Yellow, and which Part of the said Road called *Garrett's Lane*, and so coloured Yellow as aforesaid, contained by Admeasurement Two Roods and Thirty-three Perches and a Half, or thereabouts, to and for their or his own Use and Benefit, together with full Powers for and

and incidental to the working, winning, getting, carrying away, converting, and disposing of the said Mines, Veins, Seams, or Strata of Coal and Ironstone, and such other Powers and Privileges as in the now-reciting Agreement are mentioned and contained; (except and reserved out of the now-reciting Agreement, and in the Lease to be granted in pursuance thereof unto the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, and the Survivor of them, his Heirs, Executors, Administrators, and Assigns, and to their or his Agents or Agent, Power to enter into and upon the said Land, Mines, and Premises thereby agreed to be demised, and also such other Powers for or relating to the inspecting and surveying the said Mines and the Works thereof, and the Quantity thereof gotten and worked, as therein mentioned and contained; and likewise except and reserved out of the said Agreement, and in the Lease to be granted in pursuance thereof unto the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, and the Survivor of them, his Heirs and Assigns, all the Beds and Veins of Quarry, Rock, or Limestone, Beds or Strata of Clay and Sandstone, and Mines and Minerals whatsoever, other than the Mines, Veins, Seams, or Strata of Coal and Ironstone called the *Thick* or *Main Coal*, the *Heathen Coal*, the *Brooch Coal*, and the *Brooch Ironstone*, the *Lamb Ironstone*, and the *Gubbin Ironstone*, thereby agreed to be demised;) and the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger did, each of them, thereby agree with the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, that they the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, their Executors, Administrators, and Assigns, licensed as therein-after mentioned, should pay or cause to be paid yearly, during the Continuance of the said Term of Twenty-one Years, to the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, or the Survivor of them, his Heirs or Assigns, as and for the annual Surface Rent of such Part of the said Close of Land called the *Meadow* as was coloured Purple in or on the said Map or Ground Plan, and thereby agreed to be demised, the Sum of Seven Pounds Four Shillings and Eight-pence, (being more than the full annual Surface Rent then or theretofore paid or payable for the same,) such annual Surface Rent to be paid in Two equal Portions on the Two Days or Times therein mentioned; and also that they the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, their Executors, Administrators, and Assigns, licensed as therein-after mentioned, should yearly, during the Continuance of the same Term, pay or cause to be paid unto the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, and the Survivor of them, his Heirs or Assigns, as and for the Purchase Money for the said Mines, Veins, Seams, or Strata of Coal and Ironstone, called the *Thick* or *Main Coal*, the *Heathen Coal*, the *Brooch Coal*, the *Brooch Ironstone*, the *Lamb Ironstone*, and the *Gubbin Ironstone*, thereby agreed to be demised, and for the Power and Privilege of opening, working, getting, and disposing of the same, the Sum of Seven thousand four hundred and ninety-one Pounds Five Shillings of lawful Money of *Great Britain*, on the Days or Times and in the Proportions following; (that was to say,) the Sum of One thousand Pounds, Part of the

the said Sum of Seven thousand four hundred and ninety-one Pounds Five Shillings, at or upon the End of One Calendar Month, to be computed from the Date of the said intended Lease; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Four Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Seven Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Ten Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Thirteen Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Sixteen Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Nineteen Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Twenty-two Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Twenty-five Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Twenty-eight Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Thirty-one Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Thirty-four Calendar Months, to be computed as aforesaid; the Sum of Five hundred Pounds, other Part thereof, at or upon the End of Thirty-seven Calendar Months, to be computed as aforesaid; and the Sum of Four hundred and ninety-one Pounds Five Shillings, Residue or remaining Part of the said Sum of Seven thousand four hundred and ninety-one Pounds Five Shillings, at or upon the End of Forty Calendar Months, to be computed as aforesaid; and all the said Payments to be made without any Deduction or Abatement whatsoever; and it was thereby agreed that all Payments of the Surface Rent and of all Instalments of the Purchase Money therein-before reserved should be respectively made to the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, or the Survivor of them, his Heirs or Assigns, in a Bill or Bills of Exchange, to be drawn on or endorsed or accepted by a regular Banking House in *London*, at a Period not exceeding Two Calendar Months from the Date or respective Dates of such Bill or Bills of Exchange respectively, and to be payable at such regular Banking House in *London* as aforesaid; and it was thereby further agreed between the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as such Trustees as aforesaid, and the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, that in the Lease thereby agreed to be granted there should be contained Powers of Distress and Re-entry, and also such Covenants by and on the Part of the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, for themselves severally and respectively, and for their several and respective Executors, Administrators, and Assigns (licensed as therein-after mentioned), as therein-after particularly set forth; and it was by the said Articles agreed (amongst other Things), that the said *John Tildasley*, *Samuel Bill*, and *John*

Tildasley the younger, and the Survivor of them, and the Executors, Administrators, or Assigns (licensed as therein-after mentioned) of such Survivor, should and might get and raise the whole of the said Mines, Veins, Seams, or Strata of Coal and Ironstone thereby agreed to be demised, by means of One or more Pit or Pits, Shaft or Shafts, Level or Levels, to be sunk, driven, opened, or made on, in, or within the said Part of the said Close of Land called the *Meadow* which was so coloured Purple in or on the said Map or Ground Plan, or by means of any Pit or Pits, Shaft or Shafts, or Level or Levels, then or thereafter to be sunk, made, or driven on, in, or within or under certain Lands and Hereditaments then belonging to them the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, adjoining or near to the said respective Lands and Hereditaments respectively coloured Green, Pink, Brown, and Yellow in or on the said Map or Ground Plan, or to some or one of them; and it was by the said Articles further agreed, that the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger should pay the Costs and Charges of preparing, copying, ingrossing, and executing the Lease in pursuance of the said Articles, and of the Stamps and Parchment for the same, and all other incidental Expences relating thereto; and that the Counterpart of such Lease should be engrossed and executed, and the Stamps necessary for the same Counterpart should be paid, provided, or found, by and at the Costs of the said *Henry Bickerton Whitehouse* the elder: And whereas by an Order of the High Court of Chancery, bearing Date the Twenty-seventh Day of *November* One thousand eight hundred and forty, made in a Cause then and there depending, in which the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich* were Plaintiffs, and the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, and the said Infants, *Henry Bickerton Whitehouse* the younger, *Edwin Smith Whitehouse*, *Benjamin Whitehouse*, *Arthur George Whitehouse*, *Sarah Ellen Whitehouse*, *Mary Whitehouse* the younger, and *Susan Emily Whitehouse*, by *Thomas Jesson* their Guardian, were Defendants, and which was instituted for the Purpose of having the said recited Articles of Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine performed and carried into execution, it was referred to the Master of the said Court in rotation to inquire and state to the Court, amongst other Things, whether the said recited Articles of Agreement, bearing Date the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, were made and executed by the several Parties thereto, and whether it would be fit and proper, and for the Benefit of all Parties interested therein, that an Act of Parliament should be applied for to carry into effect the said Articles of Agreement, with or without any and what Variations: And whereas by the Report of *James William Farrer* Esquire, the Master in rotation of the said Court of Chancery to whom the said Reference was made as aforesaid, bearing Date the Nineteenth Day of *February* One thousand eight hundred and forty-one, and made in pursuance of the said recited Order, the said Master found (amongst other Things) that the Clauses and Provisions contained in the said recited Articles of Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine were the usual and necessary Clauses inserted

in Deeds relating to the Sale of Mines in the Neighbourhood of the Mines agreed to be so demised or sold by the said Agreement (except that in Contracts similar to the said Agreement there were not usually inserted Powers authorizing the Parties working and getting such Mines to work and get the same by means of Pits or Shafts and other Works sunk and erected in or on any other Lands than those under which the Mines lie); and he found that there were in and under or beneath the Surface of the said Capital Messuage or Tenement, Outbuildings, Hereditaments, and Premises situate at *Westbromwich* aforesaid, and called the *Hill Top Farm*, divers Veins, Seams, and Strata of Coal and Ironstone, and other Minerals of considerable Value; and he found that the present Time was a very favourable one for the Sale of such Mines, by reason of the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, who were Coalmasters and Copartners, carrying on Business under the Style or Firm of *Tildasley*, *Bill*, and *Tildasley*, being then in the course of working a Colliery immediately adjoining the Mines which were situated under the said Hereditaments, and which Colliery, then being worked by the said *Tildasley*, *Bill*, and *Tildasley*, was so situate with regard to the said Lands and Hereditaments as almost to divide the same into Two Parts; and he found that there were Two other Collieries at work adjoining the said Lands and Hereditaments, so as to nearly surround Three Sides of the said Lands; and he found that such Three adjoining Collieries would in the course of Seven or Ten Years be worked out, and the Hollows and Caverns occasioned thereby be filled with Water; and that in case the Mines in and under the said Lands and Hereditaments should not be worked or working during the Time of the working of the adjoining Collieries, a Quantity of nearly Three Acres of such Mines would be required to be left as a Rib against such adjoining Collieries, to pound back the Water therefrom, and prevent the same flowing into the said Mines when worked, otherwise the Expence of drawing such Water would be so great as to prevent the same being worked to a Profit, but in case the same Mines were then worked, such Rib would not be required to be left; that near to the remaining Side of the said Lands and Hereditaments a Fault or Break in the said Mines had been discovered, which would prevent the Persons working the Mines on the other Side of such Fault or Break working the Mines under the said Lands and Hereditaments without making the same a distinct Colliery; that for the Purpose of working the Colliery which so as aforesaid adjoined the Mines situate under the said Lands and Hereditaments, the said Messieurs *Tildasley* and Company had sunk a Pair of Pits or Shafts, and erected a Steam Engine and other Machinery, at an Expence of Four thousand Pounds or thereabouts, and that such Pits were sunk in that Part of the said Colliery which divided, as therein-before mentioned, the said Lands and Hereditaments of which the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich* were such Trustees as aforesaid; and that the Mines thereunder could, if worked out then by the said Messieurs *Tildasley* and Company, be worked out by means of the Engine and Machinery which were then employed by them in working the said Colliery, and without doing much Damage to the Surface of the said Lands and Hereditaments, in consequence of no

no Pit or Shaft being sunk in the said Lands and Hereditaments, and no Spoil from the said Mines being laid thereon; whereas if the said Mines under the said Lands and Hereditaments should be independently worked by other Persons, or at a future Period, it would be necessary to sink Two Pairs of Pits or Shafts for the Purpose of working the same, One Pair on each Side of the Colliery then working by the said Messieurs *Tildasley* and Company, in consequence of the same so dividing the said Lands and Hereditaments as aforesaid, and cutting off the necessary underground Communications between the said Lands and Hereditaments of which the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich* were such Trustees as aforesaid, and also to erect a Steam Engine and other Machinery for the same Purpose; and the Erection of such Steam Engine and other Machinery, and the sinking of each Pair of such Pits or Shafts, would cost at least as much as the sinking of the Pair of Pits or Shafts so sunk for the Purpose of working the said Colliery, (that is to say,) the Sum of Six thousand Pounds or thereabouts, inasmuch as between the Surface of the Lands and Hereditaments of which the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich* were such Trustees as aforesaid, and the Mines under the same, there was a running Sand, between Twelve and Eighteen Yards in Depth in one Body, the working of which running Sand would be matter of extremely great Difficulty and enormous Expence; and that for the Reasons aforesaid it would not be worth the while of any Persons, other than the said Messieurs *Tildasley* and Company, to give, for the Purchase of the said Mines under the said Lands and Hereditaments, more than One Third, or thereabouts, of the Amount which the said Messieurs *Tildasley* and Company had agreed to give for the Purchase of such Mines, and which Amount the Parties interested considered to be the fair Value of such Mines; and that under the Circumstances aforesaid it would be extremely advantageous to the Parties entitled thereto that the said Mines should be sold to the said Messieurs *Tildasley* and Company upon the Terms therein-before stated; and he found that the Price *per* Acre offered by the said Messieurs *Tildasley* and Company, for the Mines under the said Lands and Hereditaments of which the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich* were Trustees as aforesaid, was as much *per* Acre as the said Messieurs *Tildasley* and Company gave, about Four Years ago, for the Fee Simple and Inheritance of the said Colliery, including some extensive Buildings thereon, then being worked by them, adjoining the said Lands and Hereditaments, and that they offered such Sum for the said Mines under the said Lands and Hereditaments in consequence of their being able to work and get them by means of their present Pits and Machinery, without laying out any additional Sums of Money for that Purpose; and the said Master declared that he was of opinion, and therefore certified, that it would be fit and proper, and for the Interest of all Parties interested therein, that an Act of Parliament should be applied for to carry into effect the said Articles of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, without any Variations: And whereas by an Order of the said Court of Chancery made in the aforesaid Cause on the Twentieth Day of *February* One thousand eight hundred and forty-one,

one, it was ordered that the said Report of the said Master should be and the same was thereby absolutely confirmed: And whereas by another Order of the said Court of Chancery, made in the same Cause on the Twenty-sixth Day of *February* One thousand eight hundred and forty-one, it was ordered, that the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, and the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, *Henry Bickerton Whitehouse* the younger, *Edwin Smith Whitehouse*, *Benjamin Whitehouse*, *Arthur George Whitehouse*, *Sarah Ellen Whitehouse*, *Mary Whitehouse* the younger, and *Susan Emily Whitehouse* should be at liberty to apply to Parliament in the present Session for an Act to carry into effect the said Agreement dated the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, herein-before and in the said Master's Report mentioned: And whereas, under the Circumstances herein-before mentioned, and for the Reasons stated in the said Master's Report bearing Date the Nineteenth Day of *February* One thousand eight hundred and forty-one, it will be for the Advantage of all Persons interested, under or by virtue of the herein-before recited Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, in the said Estate and Premises situate and being in the Parish of *Westbromwich* aforesaid, and called the *Hill Top Farm*, if Power were given to carry into effect the said Agreement dated the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, herein-before and in the said Master's Report mentioned, and also to sell or lease so much (if any) of the Mines and Minerals lying in and under the said Estate and Premises called the *Hill Top Farm* as may not be worked and gotten under or by virtue of the said Agreement, or the Lease to be granted in pursuance thereof: And whereas, under the Circumstances herein-before mentioned, it will also be for the Advantage of all Persons interested, under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, in the said Estate and Premises called the *Hill Top Farm*, if Power were given to sell the Surface of the same Estate and Premises for Building or other Purposes, and either together with or separately from the Mines and Minerals lying under the same; but inasmuch as the Purposes aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, as Trustees as aforesaid, and the said *Henry Bickerton Whitehouse* the elder, (on behalf of himself and of his said infant Children, *Henry Bickerton Whitehouse* the younger, *Edwin Smith Whitehouse*, *Benjamin Whitehouse*, *Arthur George Whitehouse*, *Sarah Ellen Whitehouse*, *Mary Whitehouse* the younger, and *Susan Emily Whitehouse*,) and *Mary* his Wife, in compliance with the said Order of the said Court of Chancery bearing Date the Twenty-sixth Day of *February* One thousand eight hundred and forty-one, and also the said *Thomas Jesson* and *Susannah* his Wife, *Joseph Smith*, *John James Russell* and *Elizabeth* his Wife, *Edward Fisher Smith* of *Westbromwich*, *Henry Smith*, *William Bagnall* and *Lydia Ann* his Wife, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by

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 the said Articles of Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine shall be and the same are hereby confirmed; and that the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, or the Heirs or Assigns of such Survivor, shall and may make and execute a Grant or Lease of the said Mines, Veins, Seams, and Strata of Coal and Ironstone lying in and under the said Estate and Premises called the *Hill Top Farm*, and of such Part of the Surface of the said Estate as is by the said Articles agreed to be demised as aforesaid, pursuant to and in conformity with such Articles; and that the said Articles of Agreement, and the Grant or Lease to be made and executed pursuant thereto, shall be binding and conclusive, as well upon the Parties to such Articles, as upon all and every other Persons or Person whomsoever claiming or to claim under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five.

The Agreement with Messrs. Tildasley and Co. confirmed; and Power given to grant or lease the Mines in pursuance of such Agreement.

II. And be it enacted, That if, at the Expiration or other sooner Determination of the said Lease or Grant to be made and executed pursuant to the said Articles of Agreement as aforesaid, the Mines and Minerals in and under the said Estate and Premises called the *Hill Top Farm*, or any Part thereof, shall remain unworked or ungotten, then and in such Case it shall be lawful for the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, or the Heirs or Assigns of such Survivor, from Time to Time or at any Time, with the Consent in Writing of the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, or of the Survivor of them, and after the Decease of such Survivor of them the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, and during the Minority of any Child of the said *Mary Whitehouse* the elder, of the proper Authority and at the Discretion of the said Trustees or Trustee, to make and enter into any new Agreement or Agreements, either with the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, or the Survivors or Survivor of them, their or his Executors or Administrators, or with any other Person or Persons whomsoever, similar, so far as may be, to the said Articles of Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, and with such Variations only as the Circumstances of the Case may render necessary or proper, for granting or leasing the said Mines and Minerals, or such Part thereof as shall then remain unworked or ungotten as aforesaid, in consideration of such Sum or Sums as the said Trustees or Trustee shall deem a fair and adequate Consideration for the same Mines and Minerals, or such Part thereof as aforesaid, and payable by such Instalments as to the said Trustees or Trustee shall seem proper, and to grant or lease the same Mines and Minerals or such Part thereof as aforesaid accordingly; and every such future Agreement, Grant, and Lease respectively shall be binding and conclusive as well upon the respective Parties thereto as upon all and every other Person or Persons whomsoever claiming or to claim under

Power to sell or lease the Mines and Minerals remaining ungotten at the Determination of the Lease to be granted to Messrs. Tildasley and Co.

or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five.

The foregoing Powers to be exercised under the Direction of the Court of Chancery.

III. Provided always, and be it enacted, That the Grant or Lease to be made and executed in pursuance of the said Articles of Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, and every such future Agreement and Grant or Lease as aforesaid, shall be respectively made and executed and entered into under the Direction or with the Approbation of the said Court of Chancery, to be given by One or more Order or Orders, on Petition preferred in a summary Way by the Person or Persons who, under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, shall be beneficially entitled in possession to the Rents and Profits of the said Estate and Premises called the *Hill Top Farm*; but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being on his, her, or their Behalf.

Trustees Receipts to be sufficient Discharges.

IV. And be it enacted, That the Receipt or Receipts in Writing of the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, or the Heirs or Assigns of such Survivor, for the said Sum of Seven thousand four hundred and ninety-one Pounds Five Shillings, and for each and every of the said several Instalments thereof, and also for all and every other Sum and Sums to be paid as and for the Purchase Money of the said Mines and Minerals, or any Part thereof, by virtue of any future Agreement for the Sale or Demise of such Mines and Minerals or any Part thereof under the Powers in that Behalf herein-before contained, or any Grant or Lease to be made pursuant to such last-mentioned Agreement, and for the Surface Rents to be reserved by any such Indenture of Grant or Lease as aforesaid, shall be a sufficient and effectual Discharge, or sufficient and effectual Discharges, for the Money in such Receipt or Receipts respectively acknowledged to be received, and that the respective Parties paying such Monies and taking such Receipt or Receipts for the same, and their respective Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for the Misapplication or Nonapplication, or be in anywise concerned to see to the Application thereof respectively.

Monies arising from Sale of the Mines to be paid into the Bank of England, in the Name of the Accountant General of the Court of Chancery.

V. And be it enacted, That the said Sum of Seven thousand four hundred and ninety-one Pounds Five Shillings, the Purchase Money for the said Mines, Veins, Seams, or Strata of Coal and Ironstone lying in and under the said Estate and Premises called the *Hill Top Farm*, and all and every other Sum and Sums to be paid as and for the Purchase Money of the said Mines and Minerals or any Part thereof, by virtue of any future Agreement for the Sale or Demise of such Mines and Minerals, or any Part thereof, under the Powers in that Behalf herein-before contained, or any Grant or Lease to be made pursuant to such last-mentioned Agreement, shall be paid by the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, his Heirs or Assigns, when and as the respective Instalments

Instalments thereof shall become payable to and be received by them or him, into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account there "*ex parte* the Trustees of *Henry Bickerton Whitehouse* and *Mary* his Wife, and of the Children of the said *Mary Whitehouse*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, intituled *An Act for better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of* East India *Bonds and Indorsements thereon, as likewise Indorsements on* South Sea *Bonds*, and 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, intituled *An Act to empower the High Court of Chancery to lay out, upon proper Securities, any Monies not exceeding a Sum therein limited, out of the common and general Cash in the Bank of* England *belonging to the Suitors of the said Court, for the Ease of the said Suitors, by applying the Interest arising therefrom for answering the Charges of the Office of the Accountant General of the said Court.*

12 G. 1. c. 32.

12 G. 2. c. 24.

Power of Sale by the Trustees.

VI. And be it enacted, That it shall be lawful for the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, or the Heirs or Assigns of such Survivor, at any Time or Times after the passing of this Act, with the Consent in Writing of the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, or of the Survivor of them, and after the Decease of such Survivor of them the said *Henry Bickerton Whitehouse* the elder and *Mary* his Wife, and during the Minority of any Child of the said *Mary Whitehouse*, of the proper Authority and at the Discretion of the said Trustees or Trustee, (but subject to any Agreement, Grant, or Lease of or concerning the Mines and Minerals lying under the said Estate and Premises called the *Hill Top Farm* to be entered into or made under or by virtue of any Power herein-before contained,) to make Sale and dispose of all or any Part of the said Estate and Premises called the *Hill Top Farm*, with the Appurtenances, or of the Surface thereof, or of the Mines and Minerals thereunder, and the Inheritance thereof in Fee Simple, either together or in Parcels, and by public Auction or private Contract, to any Person or Persons whomsoever, for such Price or Prices, and upon such Terms, and under such Stipulations as to Title or Evidence of Title or otherwise, as to them the said Trustees or Trustee shall seem reasonable, with Liberty to buy in the said Premises or any Part thereof which may be offered for Sale at any Auction, and to resell the same, either by public Auction or private Contract, without being answerable for any Loss which may happen by such Re-sale, and to do all Things requisite or proper for the Purpose of effectuating every such Sale; and upon every such Sale the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them, or his Heirs or Assigns, upon Payment into the Bank of *England*, in manner herein-after directed, of the Purchase Monies of the Premises so to be sold as aforesaid, shall convey and assure the Premises so sold to such Person or Persons and in such Manner as shall be deemed expedient in order to effect such Sale, freed and discharged (except as to any such Agreement,

Agreement, Grant, or Lease as aforesaid,) from all and every the Uses, Estates, Trusts, Powers, Provisions, and Declarations in and by the said Indenture of the Twenty-fifth Day of *March* One thousand eight hundred and five, or this Act, limited, expressed, declared, and contained concerning the same.

Monies arising from Sale of Estate to be paid into the Bank of England, in the Name of the Accountant General of the Court of Chancery.

VII. And be it enacted, That all Monies which shall arise from every Sale to be made in pursuance of the Power lastly herein-before contained shall be paid, by the Person or Persons respectively to whom such Sale shall be made, into the Bank of *England* in the Name and with the Privity of the said Accountant General of the said Court of Chancery, to be placed to his Account there "*ex parte* the Trustees of *Henry Bickerton Whitehouse* and *Mary* his Wife, and of the Children of the said *Mary Whitehouse*," pursuant to the Method, Rules, and Orders herein-before mentioned; and 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 said Court of Chancery, or Office Copies thereof respectively, of the Payment into the Bank of *England* of any Monies by this Act directed to be so paid as lastly mentioned, shall be an effectual Discharge or effectual Discharges to the Persons respectively paying the same, and to his, her, or their respective Heirs, Executors, and Administrators, for the Monies last aforesaid, or so much thereof as in such Certificate or Certificates and Receipt or Receipts respectively shall be expressed to be received; and after the filing, as aforesaid, of such Certificate or Certificates and Receipt or Receipts the Persons respectively paying such Monies shall not be bound to see to the Application or be answerable for any Loss, Misapplication, or Nonapplication of such Monies or any Part thereof.

Surplus of such Monies, after Payment of Expences, to be invested in the Three per Cent. Consols or in Real Securities.

VIII. And be it enacted, That all Monies which shall have been so paid into the Bank as herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied for the Payment of Costs, Charges, and Expences according to the Direction herein-after contained, shall be forthwith laid out by the said Accountant General in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities: Provided always, that, at any Time or Times after such Monies shall have been so paid into the Bank as aforesaid, it shall be lawful for the said Court of Chancery, upon Petition to the said Court, to be preferred in a summary Way by the Person or Persons who, under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, shall be beneficially entitled in Possession to the Rents and Profits of the said Estate and Premises called the *Hill Top Farm*, but if any such Person or Persons shall be under the Age of Twenty-one Years, then by his, her, or their Guardian or Guardians for the Time being on his, her, or their Behalf, to direct such Monies respectively or any Part thereof to be invested, or to direct the Bank Annuities so purchased as aforesaid with such Monies or any Part thereof to be sold, and the Produce thereof invested in the Names or Name of the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or the Survivor of them,

or the Heirs or Assigns of such Survivor, at Interest on Real Securities in *England* or *Wales*, with Power for such Trustees or Trustee from Time to Time, under the Order and Direction of the said Court of Chancery, to be obtained on Petition as aforesaid, to call in, vary, or dispose of such Securities, and to re-invest the Monies to arise by such calling in, Variation, or Disposition, at Interest, on Real Securities of the like Nature, or to pay such Money again into the Bank in the Name and with the Privity of the said Accountant General, to be by him again laid out in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, and so from Time to Time as often as the said Court shall direct; and all and every the Monies to be paid into the Bank as aforesaid, and the Bank Annuities or Securities wherein such Monies respectively shall be laid out or invested, as herein-before directed or authorized, shall go and belong to the same Persons or Person as the Monies to arise from the Sale of the said Estate and Premises called the *Hill Top Farm* are, under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, to be paid to or divided amongst, in like Manner as if the said Monies to be paid into the Bank as aforesaid were Part of the Monies arising from the Sale by the same last-mentioned Indenture directed to be made of the said Estate and Premises; and in the meantime the Interest, Dividends, and annual Produce of the said Bank Annuities or Securities shall from Time to Time go and be paid to such Person or Persons, and be applied for such Intents and Purposes, and in such Manner, as the Rents and Profits of the said Estate and Premises called the *Hill Top Farm* shall for the Time being be payable or applicable.

Final Payment of such Monies to the Persons absolutely entitled.

IX. And be it enacted, That, at any Time or Times after any Monies shall have been paid into the Bank as herein-before directed, it shall be lawful for the said Court of Chancery, upon Petition to be preferred thereto in a summary Way by any Person or Persons who, by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, or this Act, shall be then absolutely entitled in Possession to such Monies or any Part thereof, to direct such Monies or any Part thereof to be paid, or the Bank Annuities or Securities whereon the same or any Part thereof shall be then invested to be transferred or assigned, to the Person or Persons so entitled, or to such Person or Persons and in such Manner as the said Court shall think fit.

The Court of Chancery empowered to make Orders for Taxation and Payment of Costs, &c.

X. Provided always, and be it enacted, That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way by the Person or Persons who, by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, shall for the Time being be beneficially entitled in Possession to the Rents and Profits of the said Estate and Premises called the *Hill Top Farm*, (but if any such Person or Persons shall be under the Age of Twenty-one Years, by his, her, or their Guardian or Guardians for the Time being on his, her, or their Behalf,) from Time to Time to make such Orders as the said Court shall think fit for taxing and settling all Costs,

Charges, and Expences which shall have been incurred in or about the said Proceedings in the said Court of Chancery, and preparing, soliciting, applying for, and obtaining and passing this Act, and preparatory thereto, and in making the several Applications to the said Court in pursuance thereof, and also the Costs, Charges, and Expences which shall have been incurred in or about the said Agreement of the Sixteenth Day of *October* One thousand eight hundred and thirty-nine, and the Grant or Lease to be made in pursuance thereof, or in or about any future Agreement, Grant, or Lease, or any Sale or Sales, Conveyance or Conveyances, hereby respectively authorized to be entered into, made, and executed, and in investing all or any of the Monies which under this Act shall be paid into the Bank on Real Securities, under the Powers herein contained, or otherwise in carrying the Trusts and Purposes of this Act into execution; and also from Time to Time to make such Orders as the said Court shall think fit for the Payment of such Costs, Charges, and Expences, or so much thereof as shall not be payable by the said *John Tildasley*, *Samuel Bill*, and *John Tildasley* the younger, or any such future Grantees or Grantee, Lessees or Lessee, or any such Purchaser or Purchasers as aforesaid, out of the Monies which shall be paid into the Bank as aforesaid; and also from Time to Time to make such other Order or Orders in or about the Execution of this Act as the said Court shall think fit.

Power to appoint new Trustees.

XI. Provided always, and be it enacted, That in case the said *Philip Williams* and *Edward Fisher Smith* of *Westbromwich*, or either of them, or any succeeding or other Trustee or Trustees to be appointed as herein-after mentioned, shall happen to die, or be desirous of being discharged from, or refuse, neglect, or become incapable or unfit to act in the Execution of the Trusts or Powers contained in the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, or in this Act, before the same Trusts and Powers shall have been fully performed and satisfied, then, and so often as the same shall happen, it shall be lawful for the said Court of Chancery, upon Petition to be presented in a summary Way as herein-before mentioned, to appoint the Person or Persons to be proposed in such Petition, or any Person or Persons to be named by the Court, to be a Trustee or Trustees in the Place or Stead of the Trustee or Trustees so dying, desiring to be discharged, or refusing, neglecting, or becoming incapable or unfit to act; and that such new Trustee and Trustees shall and may in all Things act in the Execution and Exercise of the Trusts, Powers, and Authorities declared and contained in the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five, or in this Act, as fully and effectually to all Intents and Purposes whatsoever as the Trustee or Trustees in or to whose Place or Stead he or they shall come or succeed could or might have done under or by virtue of the same Indenture of Release and Appointment or this Act.

Saving Clause.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Politic or Corporate, and their respective Heirs,

Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the respective Persons claiming or to claim under or by virtue of the said Indenture of Release and Appointment of the Twenty-fifth Day of *March* One thousand eight hundred and five,) all such Estates, Rights, Titles, or Interests whatsoever as they would or might have had in, over, or upon the said Mines, Minerals, and Premises herein-before authorized to be respectively sold or leased as aforesaid, or any of them, or any Part thereof, if this Act had not been made.

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

XIII. And be it 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.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1841.