ANNO PRIMO & SECUNDO

GULIELMI IV. REGIS.

****

Cap. lxvii.

An Act for better regulating the Poor within the Parish of *Birmingham* in the County of *Warwick;* and for empowering the Guardians of the Poor to grant Building Leases of certain Lands vested in them, or otherwise to sell and dispose of the same, and to apply the Monies to arise therefrom in the Enlargement or rebuilding of the present Workhouse; and for other Purposes.

[6th *September* 1831.]

WHEREAS by an Act passed in the Twenty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for providing a proper Workhouse within* 23 G.3. c. 54 *the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish,* it was enacted, that One hundred and eight fit and substantial Inhabitants of the said Parish of *Birmingham,* to be elected and appointed in manner therein mentioned, should be and are thereby constituted and appointed Guardians of the Poor of the Parish of *Birmingham,* for putting that Act into execution, and the several Powers and Authorities thereby given and granted, and should have full Power and Authority, during the Time they should respectively continue to be Guardians of the Poor, to act as Overseers of the Poor of the said Parish in all Things appertaining to the Office of Overseers of the said Parish, except with regard to the making and collecting of Rates:

And whereas it is by the said Act enacted, that it should and might be lawful to and for the said Guardians, at any General Meeting to be held in pursuance of that Act, and they are thereby authorised, to treat, contract, and agree for, and to purchase or hire for any Term of Years, or to purchase for ever, any Lands (not exceeding One hundred Acres), Tenements, or Hereditaments within the said Parish, in the Name of the whole of the said Guardians, or any Twelve or more of them, who are thereby enabled to take a Conveyance, Demise, or Assignment thereof in the Name of the whole of the said Guardians, and to them and their Successors for any Term of Years or for ever: And whereas in pursuance of the Powers of the said recited Act the Guardians of the Poor of the said Parish of *Birmingham* for the Time being purchased the Lands and Hereditaments in the First and Second Schedules to this Act annexed (save and except such of the Messuages, Lands, and Hereditaments comprized in the First Schedule as are described in certain Indentures of Lease and Release bearing Date the Sixteenth and Seventeenth Days of *April* One thousand seven hundred and thirty-four, herein-after first recited), and the same are now vested in the said Guardians by the several Indentures of Conveyance herein-after recited: And whereas by Indentures of Lease and Release bearing Date respectively the Sixteenth and Seventeenth Days of *April* One thousand seven hundred and thirty-four, the Release being made or expressed to be made between *George Bridgens* of *Birmingham* aforesaid, Bricklayer, and *Mary* his Wife, of the one Part, and *Abraham Spooner*, *John Mander*, *Thomas Pemberton*, *Walter Tippin*, *Randolph Bradborne*, *Sampson Loyd*, *Joseph Bradnock*, *John Gisborne* senior, *Joseph Farmer*, *Thomas Ashwell*, *Thomas Halford*, *George Davis*, and *Richard Banner*, all Inhabitants of *Birmingham* aforesaid, of the other Part, and of a Fine *sur Conuzance de Droit come ceo* levied by the said *George Bridgens* and *Mary* his Wife in pursuance of a Covenant contained in the Indenture now in recital, it is witnessed, that in consideration of the Sum of One hundred and nine Pounds Eighteen Shillings and Three-pence, being Money raised by the Inhabitants of the Town and Parishes of *Birmingham* aforesaid, and paid to the said *George Bridgens*, he the said *George Bridgens* did grant, bargain, sell, release, and confirm unto the said *Abraham Spooner*, *John Mander*, *Thomas Pemberton*, *Walter Tippin*, *Randulph Bradborne*, *Sampson Loyd*, *Joseph Bradnock*, *John Gisborne*, *Joseph Farmer*, *Thomas Ashwell*, *Thomas Halford*, *George Davis*, and *Richard Banner*, their Heirs and Assigns for ever, all that Part of a certain Piece or Parcel of Land lying in *Birmingham* aforesaid, which Piece or Parcel of Land the said *George Bridgens* some Time theretofore (*inter alia*) purchased of one *Stephen Newton*, who bought the same as Part of Three Closes of Land of one *Abraham White*; which said Piece or Parcel of Land thereby granted is described as Part of the Parcel of Land lying in *Birmingham* aforesaid on the Left Hand of the Street there called *Lichfield Street*, leading from a Place called the *Square* to the Road or Highway going towards *Aston*, and to be lying between or adjoining to a Lane called *Whitehalls Lane* on the one Side thereof, and the said Street called *Litchfield Street* on the other Side thereof, and to adjoin at the upper End thereof to the Land then of *Samuel*

Indentures of Lease and Release, dated 16th and 17th April 1734.

Dowler the younger, and the Land of one *Thomas Wilson*, and to shoot from thence to and adjoin at the other End thereof to a Lane leading from *Birmingham* aforesaid to or towards *Perry*; which said Part of the said Pieces or Parcels of Land then sold, and intended to be thereby granted and conveyed, is thereby mentioned to contain in the whole about Two thousand nine hundred and ninety-seven Square Yards, and in the Front next the said Street called *Lichfield Street* Fifty-five Yards, and to the said Lane called *Whitehalls Lane* Sixty Yards, and at the upper End thereof Sixty-six Yards in Breadth, and at the lower End thereof Forty-three Yards broad, as the same was then marked and set out; and also free Liberty of Ingress, Egress, and Regress, Way and Passage, in, over, and upon certain Streets or Ways therein mentioned, and which have long since become public Streets or Ways, with the Appurtenances thereto belonging; all which said Piece or Parcel of Land and Premises thereby granted are therein mentioned to be in the Possession of the said *Abraham Spooner*, *John Mander*, *Thomas Pemberton*, *Walter Tippin*, *Randulph Bradborne*, *Sampson Loyd*, *Joseph Bradnock*, *John Gisborne*, *Joseph Farmer*, *Thomas Ashwell*, *Thomas Halford*, *George Davis*, and *Richard Banner*, by virtue of the said Indenture of Lease; to hold the said Piece or Parcel of Land and Premises thereby granted, with their Appurtenances, unto the said *Abraham Spooner*, *John Mander*, *Thomas Pemberton*, *Walter Tippin*, *Randulph Bradborne*, *Sampson Loyd*, *Joseph Bradnock*, *John Gisborne*, *Joseph Farmer*, *Thomas Ashwell*, *Thomas Halford*, *George Davis*, and *Richard Banner*, their Heirs and Assigns for ever, nevertheless in Trust at all Times to and for the only Use, Benefit, and Advantage of the Inhabitants of the Town and Parishes of *Birmingham* aforesaid, to be from Time to Time for ever thereafter ordered, converted, applied, occupied, granted, transferred, and conveyed in such Manner and for such Purposes as the said Churchwardens and Overseers of the Poor of *Birmingham* aforesaid for the Time being shall, with the Consent of the major Part of the Parishioners or Inhabitants thereof, at Vestries or other Public Meetings assembled for that Purpose upon usual Notice thereof first given, order, direct, and appoint, and to or for no other Use, Intent, Trust, or Purpose whatsoever: And whereas by Indentures of Lease and Release bearing Date respectively the Fourth and Fifth Days of *April* One thousand seven hundred and eighty-eight, the Release being made between *John Francis* of *Moseley* in the Parish of *King's Norton* in the County of *Worcester*, Coffin-nail-maker, and *William Piddock* of *Birmingham* in the County of *Warwick*, Gentleman, Devisees in Trust of the therein-after granted and released Messuages and Hereditaments under the last Will and Testament of *Mary Cartwright*, late of *Birmingham* aforesaid, Widow, deceased, of the First Part; *William Martin* of the City of *London*, Staymaker, *Richard Orton* of *Birmingham* aforesaid, Hairdresser, and *Anne* his Wife, and *Mary Martin* of *Birmingham* aforesaid, Spinster, which said *William Martin*, *Anne Orton*, and *Mary Martin* are the Three Children of *Mary Martin* deceased, formerly *Mary Hands*, one of the Daughters and Devisees under the last Will and Testament of *John Hands*, late of *Birmingham* aforesaid, Bricklayer, deceased, former Husband of the said *Mary Cartwright*, and the said *William Martin* was also

Indentures of Lease and Release, dated 4th and 5th April 1788.

also the Grandson and Heir at Law of the said *Mary Cartwright* and *John Hands* (*Sarah Wright*, formerly *Sarah Hands*, the other Daughter and Devisee under the last Will of the said *John Hands*, being dead without Issue), and a Devisee with the said *Ann Orton* and *Mary Martin*, Party thereto, under the Will of the said *Mary Cartwright*, of the Second Part; *Henry Rudge* of *Birmingham* aforesaid, Brassfounder, and *Esther* his Wife, of the Third Part; *Benjamin Line* of *Birmingham* aforesaid, Butcher, of the Fourth Part; and *Samuel Galton* the elder, Esquire, *Joseph Jukes* Plater, *Joshua Allison* Gentleman, *Michael Lakin* Gentleman, *William Hutton* Stationer, *Thomas Robinson* Brushmaker, *William Walker* Merchant, *Robert Blyth* Merchant, *Thomas Willmore* Bucklemaker, *Benjamin Blyth* Merchant, *Thomas Archer* Gunmaker, *William Ryland* Plater, *Samuel Ryland* Pinmaker, *Joseph Fearon* Tinman, *John Buchanan* Porter Dealer, *William King* Factor, *Richard Jeffcoate* Buttonmaker, *James Timmins* Buttonmaker, and *Joseph Marston* Plumber and Glazier, being Nineteen of the Guardians of the Poor of the Parish of *Birmingham* appointed by virtue and in pursuance of an Act of Parliament made and passed in the Twenty-third Year of the Reign of His then present Majesty, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish*, in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham*, of the Fifth Part; and of a Fine upon an Acknowledgment of Right levied by the said *William Martin*, *Richard Orton* and *Ann* his Wife, *Mary Martin*, and *Henry Rudge* and *Esther* his Wife, in pursuance of a Covenant contained in the Indenture now in recital; after reciting therein that the said *Mary Cartwright*, in and by her last Will and Testament in Writing bearing Date the Twenty-seventh Day of *November* One thousand seven hundred and seventy-nine, did give, devise, and bequeath unto her good Friends the said *John Francis* and *William Piddock* all and every her Freehold Estate and Estates, being and situate Part in *Steelhouse Lane* near *Catherine Street*, Part in a Place between *Steelhouse Lane* and *Lichfield Street* called *Goose Alley*, and Two Houses fronting *Lichfield Street* at the Top of the said *Goose Alley*, and the other Part at *Upper Gorsty Green*, with their several Outhouses, Appurtenances, and Conveniences thereto belonging, in Trust to be by them disposed of as therein-after directed, and likewise all her Leasehold Estate and Estates; and the said Testatrix afterwards willed that her Three Grandchildren, the said *William Martin*, *Ann Martin*, now the Wife of the said *Richard Orton*, and *Mary Martin*, as they severally attained the Age of Twenty-one Years, should have an equal Share, (that is to say,) the first who should attain the Age of Twenty-one to have a Third Share of her said Freehold and Leasehold Estates and Premises, and the Remainder of the said Estates and Premises to be in the same Manner divided to the other Two said Grandchildren as they severally attained the full Age of Twenty-one; and the said Testatrix gave to her good Brother and Sister, *Josiah Wells* and *Mary Wells* his Wife, both since deceased, and the Survivor of them, the Sum of Fifteen Pounds Twelve Shillings a Year, for and during the Term of their natural Lives, to be paid in manner in the said Will mentioned; and the said Testatrix appointed the said *John Francis*

Francis and *William Piddock* Executors of her said Will; and also reciting that the said Testatrix, by a Codicil to her said Will bearing Date the Twenty-fifth Day of *April* One thousand seven hundred and eighty, (among other Things) willed that when *Ann* the Daughter of the said *Henry Rudge* and *Esther Rudge* should fully attain the Age of Fifteen, that her said Father and Mother should have the House at the Bottom of *Goose Alley* fronting *Steelhouse Lane* free, without paying Rent or any Molestation, during their natural Lives, and at the Decease of the said *Henry Rudge* and *Esther* his Wife that the said House should return to and for the Use of her Estates as mentioned in her said recited Will; and also reciting that the Guardians of the Poor of the said Parish of *Birmingham* are, in and by the Act of Parliament above mentioned, authorized and empowered, at any General Meeting of the said Guardians to be held in pursuance of the said Act, to treat, contract, agree for, and purchase any Lands (not exceeding One hundred and twenty Acres), Tenements, or Hereditaments within the said Parish of *Birmingham*, in the Name of the said Guardians or any Twelve or more of them, and to take a Conveyance thereof in the Name of the whole of the said Guardians, and to them and their Successors; and also reciting that in conformity to the Resolutions made at a General Meeting of the said Guardians held in pursuance of the said Act on *Tuesday* the Twenty-ninth Day of *January* then last past, the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* had agreed and contracted with the said *John Francis* and *William Piddock* for the absolute Purchase of the Messuages and Hereditaments therein-after conveyed at the Price or Sum of Six hundred Pounds; it was witnessed that in consideration of Two hundred Pounds paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* (by the Direction and Appointment of the said *John Francis, William Piddock, William Martin, Richard Orton* and *Ann* his Wife, and *Mary Martin,* (Party thereto,) to *Thomas Colmore* of *Birmingham* aforesaid, Merchant, Administrator with the Will annexed of the Goods, Chattels, and Personal Estate of *Thomas Pickard,* late of *Birmingham* aforesaid, Gentlemen, deceased, towards and in part Discharge of the Principal Money and Interest due to him as Administrator of the said *Thomas Pickard* upon a Mortgage and several further Charges theretofore made (*inter alia*) of the Piece or Parcel of Land first therein-after described, and the Messuages or Tenements and other Buildings erected and then standing thereon, being the same Sum mentioned in a certain Indenture of Assignment bearing even Date therewith, and made between the said *Thomas Colmore* of the First Part, the said *John Francis, William Piddock, William Martin, Richard Orton* and *Ann* his Wife, and *Mary Martin* (Party thereto) of the Second Part, the said

Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins, and *Joseph Marston,* of the Third Part, and *George Robinson* of *Birmingham* aforesaid, Grocer, of the Fourth Part; and also in consideration of the further Sum of Two hundred Pounds also paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* (by the like Direction and Appointment of the said *John Francis, William Piddock, William Martin, Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto,) to the said *Thomas Colmore,* as Administrator with the Will annexed of *Ann Pickard* Spinster, late of *Alcester* in the aforesaid County of *Warwick,* Mercer, deceased upon a Mortgage theretofore made by the said *John Hands* deceased, to the said *Ann Pickard* and *Hannah Pickard,* Sister of the said *Ann Pickard,* and of whose Will the said *Ann* was sole Executrix, of the Piece or Parcel of Land last therein-after mentioned and described, and the Messuages or Tenements and other Buildings erected thereon, being the same Sum mentioned in a certain Indenture of Assignment bearing even Date also with those Presents, and made between the said *Thomas Colmore* of the First Part, the said *John Francis, William Piddock, William Martin, Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, of the Second Part, the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* of the Third Part, and *George Raven* of *Birmingham* aforesaid, Plater, of the Fourth Part; and also in consideration of the further Sum of Two hundred Pounds of like lawful Money (with the Consent and by the Direction and Appointment of the said *William Martin, Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, testified as aforesaid,) to the said *John Francis* and *William Piddock* in Hand paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* (which said above-mentioned respective Sums of Two hundred Pounds, Two hundred Pounds, and Two hundred Pounds, made together the Sum of Six hundred Pounds, and were the Monies agreed to be paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* for the absolute Purchase of the Messuages or Tenements, Pieces or Parcels of Land, and Hereditaments therein-after granted and released; and

also in consideration of the Sum of Eight Pounds Eight Shillings paid to the said *Henry Rudge* by the said *William Martin*, *Richard Orton*, and *Mary Martin*, Party thereto, or some of them, in full, for the absolute Purchase of the Estate and Interest of the said *Henry Rudge* and *Esther* his Wife of and in the Messuage or Tenement, with its Appurtenances, above mentioned to be fronting to *Steelhouse Lane* aforesaid, and in and by the said recited Codicil devised to the said *Henry Rudge* and *Esther* his Wife for their Lives, and at the Decease of the said *Henry Rudge* and *Esther Rudge* to return as aforesaid; and also in consideration of Ten Shillings apiece to the said *William Martin*, *Richard Orton* and *Ann* his Wife, *Mary Martin* (Party thereto), *Henry Rudge* and *Esther* his Wife, also paid by the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*; they the said *John Francis*, *William Piddock*, *Henry Rudge* and *Esther* his Wife, by the like Direction and Appointment of the said *William Martin*, *Richard Orton* and *Ann* his Wife, and *Mary Martin* (Party thereto), testified as aforesaid, and the said *William Martin*, *Richard Orton* and *Ann* his Wife, and *Mary Martin* (Party thereto), according to their respective Estates, Rights, and Interests in the Messuages or Tenements, Pieces or Parcels of Land, and Premises thereby conveyed, did, and each and every of them did, grant, bargain, sell, alien, release, and confirm unto the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, *and Joseph Marston*, in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham*, (in their actual Possession then being by virtue of the said Lease,) and to their Successors, all that Piece or Parcel of Land therein mentioned to be situate, lying, and being in *Birmingham* aforesaid, fronting at one End thereof towards a Street called *Lichfield Street*, and at the other End thereof towards the Street or Lane called *Whithalls* otherwise *Steelhouse Lane*, and containing in the Front thereof towards *Lichfield Street* Four Yards or thereabouts, and in Breadth at the other End thereof Five Yards and a Half or thereabouts, and which said Piece or Parcel of Land is therein mentioned to adjoin on the lower Side thereof to the Outwalls belonging to the Town Workhouse, and on the upper Side thereof towards *Lichfield Street* to the Piece or Parcel of Land next therein-after described, and on the said upper Side thereof towards *Steelhouse Lane* to adjoin to the Buildings and Land formerly of one *Thomas Mansfield*, but then of , which said Piece or Parcel of Land therein-before described was theretofore the Estate of *George Bridgens*, late of *Birmingham* aforesaid, Bricklayer, deceased, who by Indenture of Feoffment, bearing Date the Sixth Day of *June* One thousand seven hundred and forty-one, for a valuable Consideration, sold and conveyed the same, together with the Messuages and other Buildings erected thereon, to and to the Use of the said

said *John Hands*, his Heirs and Assigns for ever; and also all that other Piece or Parcel of Land therein mentioned to be situate and lying in *Birmingham* aforesaid by the Side of and fronting to *Lichfield Street* aforesaid, and containing Five Yards in the Front thereof towards the said Street, and carrying the same Breadth of Five Yards from the said Front Forty Yards backwards, which said last-mentioned Piece or Parcel of Land is bounded by the said Street called *Lichfield Street*, a House, Buildings, Garden, and Backside late or theretofore of *Thomas Beeby* and *Mary* his Wife, and then of , and by the Piece or Parcel of Land first therein-before described, on, at, or near all, some, or most Sides or Parts thereof, and which said above granted and released Piece or Parcel of Land, together with a Messuage or Tenement, with its Appurtenances, erected thereon, and then in the Holding or Occupation of *John Packington*, were by Indentures of Lease and Release, bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *January* One thousand seven hundred and forty-five, and by Fine levied in pursuance thereof, for a valuable Consideration, granted and conveyed by *William Hall*, late of *Birmingham* aforesaid, Currycombmaker, deceased, and *Susannah* his Wife, to and to the Use of the said *John Hands*, his Heirs and Assigns for ever; and also all those Two Messuages or Dwelling Houses situate in and fronting to *Lichfield Street* aforesaid, and then in the several Tenures or Occupations of *Phœbe Parsons* and *Ann Moore* Widow, and one of which said Messuages was late or theretofore in the Holding or Occupation of the said *John Packington*; and also all that other Messuage or Tenement situate and standing in and fronting to *Whitehalls* otherwise *Steelhouse Lane* aforesaid, and then in the Tenure or Occupation of *Mary Barrow* Widow; and also all those several Messuages, Tenements, or Dwelling Houses respectively situate and standing in the Yard or Backside behind the said Front Houses, in or near to an Alley called the *Long Entry* otherwise *Goose Alley*, then in the several Tenures or Occupations of *James Crawley*, *Lydia Ward* Widow, *Joseph Hodgetts*, *John Smith*, *Thomas Edwards*, *Isaac Hull*, *Thomas Clark*, *James Griffiths*, *Andrew Burridge*, and *Elizabeth Wood*, or their respective Under-tenants; to hold the said Messuages, Buildings, Land, Hereditaments, and Premises, with their Appurtenances, unto the said *Samuel Galton* the elder, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham* appointed and then subsisting under or by virtue of the said Act of Parliament, and their Successors, to the only proper Use and Behoof of the whole of the Guardians of the Poor of the said Parish of *Birmingham* and their Successors for ever: And whereas by Indenture Quadrupartite, bearing Date on or about the Fifth Day of *April* One thousand seven hundred and eighty-eight, and made between the said *Thomas Colmore*, therein described to be Administrator with the Will annexed of the Goods, Chattels, and Personal Estate of *Thomas Pickard* deceased, of the First Part; the said *John Francis* and *William Piddock*, the said *William*

Indenture of Assignment, dated 5th April 1788.

William Martin, *Richard Orton* and *Ann* his Wife, and *Mary Martin*, of the Second Part; the said *Samuel Galton* the elder, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, therein described to be Nineteen of the Guardians of the Poor of the Parish of *Birmingham* aforesaid, appointed by virtue and in pursuance of the Act of Parliament made and passed in the Twenty-third Year of the Reign of His then present Majesty as aforesaid, of the Third Part; and *George Robinson* of *Birmingham* aforesaid, Grocer, of the Fourth Part; after reciting therein that by a certain Indenture of Mortgage Tripartite, bearing Date the Twenty-second Day of *September* One thousand seven hundred and forty-one, and made between *Roger Ball* of *Birmingham* in the County of *Warwick*, Carpenter, of the First Part, the said *John Hands* and *Mary* his Wife, and *John Wells* of *Birmingham* aforesaid, Glassmaker, of the Second Part, and the said *Thomas Pickard* of the Third Part, in consideration of One hundred and thirty Pounds paid by the said *Thomas Pickard* to the said *Roger Ball* (by the Direction of the said *John Hands*), and also in consideration of the further Sum of One hundred and seventy Pounds to him the said *John Hands* paid by the said *Thomas Pickard*, and for a nominal Consideration paid to the said *John Wells*, the said *John Hands* and *Mary* his Wife, and *John Wells*, and each and every of them, did grant, demise, lease, set, and to farm let unto the said *Thomas Pickard*, his Executors, Administrators, and Assigns, all that Piece or Parcel of Land (then lately purchased by the said *John Hands* of and from one *George Bridgens*), situate, lying, and being in *Birmingham* aforesaid, fronting at one End towards a Street called *Lichfield Street*, and at the other End thereof towards a Street or Lane called *Whitehalls Lane*, containing in Front towards the said *Lichfield Street* about Four Yards, and containing in Breadth at the other End thereof Five and a Half Yards or thereabouts; and also all that new-erected Messuage, Tenement, or Dwelling House built upon Part of the said Piece of Land fronting towards the said *Lichfield Street*, and then uninhabited; to hold unto the said *Thomas Pickard*, his Executors, Administrators, and Assigns, from the Day next next before the Date thereof for and during and unto the full End and Term of One thousand Years from thence next ensuing and fully to be complete and ended, at and under the yearly Rent of a Peppercorn, payable as is therein mentioned, and subject to a Proviso for Redemption of the said Premises on Payment of the Sum of Three hundred and fifteen Pounds, and Interest, at the Time and in manner therein mentioned; and also reciting that by Indenture bearing Date the Ninth Day of *January* One thousand seven hundred and fifty-three, and made between the said *John Hands* of the one Part, and the said *Thomas Pickard* of the other Part, reciting in part the Indenture of Mortgage and Assignment therein-before mentioned and recited, and also reciting that the said *John Hands*, by his Deed Poll bearing Date the Fifteenth Day of *March* One thousand seven hundred and forty-one, did charge all the mortgaged Premises with the Payment of the further Sum of Forty Pounds, and Interest

for the same, unto the said *Thomas Pickard*, his Executors, Administrators, or Assigns; and also reciting that the said *John Hands*, by one other Deed Poll bearing Date the Twenty-second Day of *September* One thousand seven hundred and forty-two, did also charge all the said mortgaged Premises with the Payment of the further Sum of Ten Pounds, and Interest for the same, unto the said *Thomas Pickard*, his Executors, Administrators, or Assigns; and also reciting that in and by one other Deed Poll bearing Date the Twenty-second Day of *March* One thousand seven hundred and forty-two, reciting to the Effect therein-before recited, and further reciting that since the making of the above-recited Mortgage the said *John Hands* had erected and built on Part of the above-mentioned to be mortgaged Land lying in or near *Lichfield Street* aforesaid, Two other Messuages or Tenements, he the said *John Hands* did thereby charge all the said mortgaged Premises, and all the Buildings thereon erected since the making of the said Mortgage, with the Payment of the further Sum of Forty Pounds, and Interest for the same, unto the said *Thomas Pickard*, his Executors, Administrators, or Assigns; and also reciting that the said *John Hands*, in and by his Bond or Obligation bearing Date the Sixteenth Day of *October* One thousand seven hundred and fifty-one, stood bound unto the said *Thomas Pickard* in the penal Sum of Four hundred Pounds, with a Condition thereunder written for making void the same on Payment of the Sum of Two hundred Pounds on the Sixteenth Day of *June* then next ensuing, with Interest for the same after the Rate of Five Pounds *per Cent. per Annum*; and also reciting that the said *John Hands*, by his Promissory Note dated the said Sixteenth Day of *December* One thousand seven hundred and fifty-one, stood engaged to pay to the said *Thomas Pickard* the Sum of Ten Pounds, with lawful Interest for the same; it is by the now reciting Indenture witnessed, that the said *John Hands*, in order the better and more effectually to secure the Payment of the said several Sums of Two hundred Pounds and Ten Pounds, and the Interest thereof, due on the said in part recited Bond and Note, did thereby, for himself, his Heirs, Executors, and Administrators, covenant, promise, and agree to and with the said *Thomas Pickard*, his Executors, Administrators, and Assigns, that the said mortgaged Premises, and all the Buildings thereon erected since the making the said Mortgage, and the several Terms of Years therein, which were assigned, granted, and demised to the said *Thomas Pickard* in and by the said in part recited Indenture, for the Security of the said Sum of Three hundred Pounds and Interest, should from thenceforth stand chargeable with and be a Security for the Repayment of the said several Sums of Two hundred Pounds and Interest, and Ten Pounds and Interest, due on the said in part recited Bond and Note in manner therein mentioned; and also reciting therein that the said *Thomas Pickard* departed this Life; after the making and executing the said last above in part recited Securities, having first duly made and executed his last Will and Testament in Writing bearing Date the Eighth Day of *August* One thousand seven hundred and forty-six, and thereof appointed his Wife *Margaret Pickard* sole Executrix, who afterwards departed this Life without proving the same or taking upon herself the Execution thereof, and Letters of Administration with the Will annexed of the

said *Thomas Pickard* had been granted by the proper Ecclesiastical Court to the said *Thomas Colmore*, as one of the next of Kin to the said *Thomas Pickard*, and also one of the Sons and an Executor named in the last Will and Testament of *Mary Colmore* Widow, deceased, who was the surviving Daughter and only next of Kin of the said *Thomas Pickard*; and also reciting that there was due and owing to the said *Thomas Colmore*, as Administrator with the Will annexed of the said *Thomas Pickard*, upon the said above in part recited Securities, the Sum of Four hundred Pounds for Principal Money only, the Sum of Two hundred Pounds secured by the said recited Mortgage, and several further Charges, having been some Time ago paid by the said *Thomas Cartwright* to the said *Thomas Colmore*, and all Interest upon the said Principal Money having been paid and satisfied by the said *John Francis* and *William Piddock* up to the Day of the Date thereof; and also reciting that the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, being Nineteen of the Guardians of the Poor of the said Parish of *Birmingham*, in conformity to the Resolutions made at a General Meeting held for that Purpose on the Twenty-ninth Day of *January* then last, in pursuance of the Act of Parliament above mentioned, had contracted and agreed with the said *John Francis* and *William Piddock* for the absolute Purchase of the Freehold and Inheritance of Part of the Premises comprised in the said above in part recited Securities, being the Messuages, Lands, Hereditaments and Premises therein-before mentioned to be situate in *Lichfield Street* aforesaid, together with divers other Messuages and Hereditaments, at the Price or Sum of Six hundred Pounds; and it was agreed between the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, and *John Francis* and *William Piddock*, that the Sum of Two hundred Pounds, Part of the said Purchase Money, should be paid and applied towards and in part Discharge of the said Sum of Four hundred Pounds so due and owing to the said *Thomas Colmore*, as Administrator as aforesaid, upon the said above in part recited Mortgage and further Charges, the Remainder of the Monies due upon the said last-mentioned Securities being paid or intended to be paid and discharged out of the Money to arise from Sale of the other Premises comprised in the said Securities; and it was thereupon agreed that the said Term of One thousand Years, as to the Premises so purchased by the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, should be assigned to the said *George Robinson* in Trust for the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert*

Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins, and *Joseph Marston,* in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham,* and their Successors, and to attend the Inheritance of the same Premises conveyed or intended to be conveyed to the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham,* and their Successors, in and by Deeds of Lease and Release therein-after mentioned, and thereby protect the same from all Mesne Incumbrances subsequent to the Creation thereof, if any there were; it was witnessed, that in consideration of Two hundred Pounds to the said *Thomas Colmore* in hand paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* (with the Consent and by the Direction and Appointment as well of the said *John Francis* and *William Piddock* as of the said *William Martin,* Party thereto, *Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, testified as therein mentioned), the same, together with the Sum of Two hundred Pounds also paid to him out of the Monies arising from the Sale of the other Premises comprised in the said recited Securities, being in full of all Monies due to the said *Thomas Colmore,* as Administrator as aforesaid, upon the said above in part recited Mortgage and further Charges, and also for a nominal Consideration therein mentioned, he the said *Thomas Colmore* (by and with the like Consent, Direction, and Appointment of the said *John Francis* and *William Piddock, William Martin,* Party thereto, *Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, testified as aforesaid, and upon the Nomination of the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* testified as therein mentioned,) did assign, transfer, and set over unto the said *George Robinson,* his Executors, Administaators, and Assigns, all and singular the said Messuages or Tenements, Buildings, Piece or Parcel of Land, and Premises, with their and every of their Appurtenances, in and by the said above in part recited Indenture of the Twenty-second Day of *September* One thousand seven hundred and forty-one granted in Mortgage by the said *John Hands, Mary* his Wife, and *John Wells,* to the said *Thomas Pickard* deceased, as aforesaid; to hold the said Messuages, Buildings, Land, Hereditaments, and Premises, with their Appurtenances, unto the said *George Robinson,* his Executors, Administrators, and Assigns, from thenceforth for and during the Residue of the said Term of One thousand Years, in as full and ample Manner as the said *Thomas Colmore* could

or

or might assign or transfer the same, in Trust nevertheless for the whole of the Guardians of the Poor of the said Parish of *Birmingham* appointed and then subsisting under and by virtue of the said Act of Parliament, and their Successors, and to be assigned and disposed of from Time to Time as they should direct or appoint, and in the meantime to attend and await upon the Inheritance of the same Premises which in and by certain Indentures of Lease and Release, the Lease bearing Date the Day next before the Date of those Presents, and the said Release bearing even Date therewith, were conveyed or intended to be conveyed to the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, in the Name of the whole of the Guardians of the Poor of the Parish of *Birmingham*, and their Successors, to the only proper Use and Behoof of the whole of the said Guardians of the Poor of the said Parish of *Birmingham*, and their Successors, for ever, to the end that the said Term might protect and defend the same Premises from all Incumbrances subsequent to the Creation thereof, if any there were: And whereas by Indenture Quadripartite, bearing Date the Fifth Day of *April* One thousand seven hundred and eighty-eight, and made between the said *Thomas Colmore* of the First Part; the said *John Francis* and *William Piddock*, the said *William Martin*, *Richard Orton* and *Ann* his Wife, and *Mary Martin*, of the Second Part; the said *Samuel Galton* the elder, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, therein described to be Nineteen of the Guardians of the Poor of the Parish of *Birmingham* appointed by virtue and in pursuance of the Act of Parliament made and passed in the Twenty-third Year of the Reign of His then present Majesty as aforesaid, in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham*, of the Third Part; and *George Raven* of *Birmingham* aforesaid, Plater, of the Fourth Part; reciting therein, that by Indenture of Mortgage bearing Date the Seventh Day of *January* One thousand seven hundred and forty-six, and made between the said *John Hands* of the one Part, and the said *Ann Pickard* and *Hannah Pickard* of *Alcester* aforesaid, Mercer, of the other Part, the said *John Hands*, for the Considerations therein mentioned, did grant, bargain, and sell unto the said *Ann Pickard* and *Hannah Pickard*, their Executors, Administrators, and Assigns, all that Piece or Parcel of Land containing Five Yards in the Front thereof towards a new Street in *Birmingham* aforesaid called *Lichfield Street*, and carrying the same Breadth of Five Yards from the said Front Forty Yards backwards, and also all that new-erected Messuage or Dwelling House and Buildings, with its Appurtenances, theretofore erected by *George Bridgens* of *Birmingham* aforesaid, Bricklayer, upon Part of the afore-mentioned Piece or Parcel of Land, which said Messuage or Tenement was then in the Holding or Occupation of *John Packington*, and also

Indenture of Assignment, 5th April 1788.

all those Five other Messuages, Tenements, or Dwelling Houses, and other Buildings, with their and every of their Appurtenances erected and built by the said *John Hands* upon the said above-granted Piece or Parcel of Land, which said last-mentioned Five Messuages or Tenements, with their Appurtenances, then were in the respective Tenures or Occupations of *Elizabeth Jenkins*, *Robert Emery* senior, *Robert Emery* junior, *John Hodgetts*, and *Joseph Roe*, or some of them, their or some of their respective Under-tenant or Under-tenants, all which said Premises are therein described to be situate, standing, and being between the said Street called *Lichfield Street*, a House, Buildings, Garden, and Backsides then or late of *Thomas Beeby* and *Mary* his Wife, and other Lands then or late of the said *George Bridgens*, on all Parts and Sides thereof, and which said Piece or Parcel of Land thereby granted, with the said first above-mentioned Messuage or Tenement, with its Appurtenances, in the Holding or Occupation of the above-named *John Packington*, were by Indentures of Lease and Release, bearing Date respectively the Twenty-eighth and Twenty-ninth Days of *January* One thousand seven hundred and forty-five, granted and conveyed by *William Hall* and *Susannah* his Wife to the said *John Hands*, his Heirs and Assigns for ever, to hold unto the said *Ann Pickard* and *Hannah Pickard*, their Executors, Administrators, and Assigns, from the Day next before the Day of the Date thereof, for and during and unto the full End and Term of One thousand Years from thence next ensuing and fully to be complete and ended, at and under the yearly Rent of a Peppercorn, payable as is therein mentioned, and subject to a Proviso therein contained for Redemption of the said Premises, and Cesser of the said Term, on Payment of One hundred and fifty Pounds, and Interest, at the Day and Time therein mentioned; and also reciting that by Indenture bearing Date the Twelfth Day of *December* One thousand seven hundred and fifty-two, and made between the said *John Hands* of the one Part, and the said *Ann Pickard* and *Hannah Pickard* of the other Part, reciting the said above in part recited Indenture of Mortgage, and also reciting that the said *John Hands*, in and by his Bond or Obligation, bearing Date the Fifteenth Day of *June* One thousand seven hundred and forty-nine, stood bound unto the said *Ann Pickard* and *Hannah Pickard* in the penal Sum of One hundred Pounds, with a Condition thereunder written for making void the same on Payment of Fifty Pounds of lawful Money of *Great Britain* on the Fifteenth Day of *December* next ensuing the Date thereof, with Interest for the same after the Rate of Five Pounds in the Hundred for a Year; it is by the Indenture now reciting witnessed, that the said *John Hands*, in order the better to secure the Payment of the said Sum of Fifty Pounds, and the Interest thereof, due on the said in part recited Bond, did agree that all and singular the said Piece or Parcel of Land, Messuages, Tenements, or Dwelling Houses, Edifices, Buildings, and Premises, in and by the said in part recited Indenture granted, bargained, and sold unto the said *Ann Pickard* and *Hannah Pickard*, should from thenceforth stand chargeable with and be a Security for the Repayment of the Sum of Fifty Pounds, and Interest due on the said recited Bond; and also reciting that the said *Hannah Pickard* died in the Lifetime of her Sister the said *Ann Pickard*, and that the said *Ann Pickard* afterwards departed this Life, having

having first made and duly executed her last Will and Testament in Writing, bearing Date the Twenty-third Day of *March* One thousand seven hundred and fifty-eight, and thereof appointed *Stephen Colmore* the elder (Father of the said *Thomas Colmore*) and *John Taylor* Executors and Residuary Legatees; and also reciting that the said *John Taylor* and *Stephen Colmore* were both since departed this Life, without proving the said Will, the said *John Taylor* having survived the said *Stephen Colmore*, and having in his Lifetime made and duly executed his last Will and Testament in Writing, and thereof appointed the said *Thomas Colmore* an Executor, and Letters of Administration with the Will annexed of the said *Ann Pickard* had since been granted by the Prerogative Court of *Canterbury* to the said *Thomas Colmore*, as the Great Nephew and one of the next of Kin to the said *Ann Pickard*; and also reciting that there was then due and owing to the said *Thomas Colmore*, as Administrator with the Will annexed of the said *Ann Pickard*, upon the said above in part recited Securities, the said Principal Sums of One hundred and fifty Pounds and Fifty Pounds, making together the Sum of Two hundred Pounds only, all Interest for the same having been paid and satisfied by the said *John Francis* and *William Piddock*; and also reciting that the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, being Nineteen of the Guardians of the Poor of the said Parish of *Birmingham*, in conformity to the Resolutions made at a General Meeting held for that Purpose on the Twenty-ninth Day of *January* then last past, in pursuance of the said Act of Parliament above mentioned, had lately contracted and agreed with the said *John Francis* and *William Piddock* for the absolute Purchase of the Freehold and Inheritance of the Premises comprised in the said above in part recited Securities, (together with other Messuages and Hereditaments,) at the Price or Sum of Six hundred Pounds; and it was thereupon agreed between the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, and *John Francis* and *William Piddock*, that the Sum of Two hundred Pounds, Part of the said Purchase Money, should be paid and applied in Discharge of the said Sum of Two hundred Pounds so due and owing to the said *Thomas Colmore*, as Administrator as aforesaid, upon the said above in part recited Mortgage and further Charge, and that the said Term of One thousand Years should be assigned to the said *George Raven* in Trust for the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham*, and their Successors, and to attend the Inheritance of the same Premises conveyed or intended

to

to be conveyed to the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* in the Name of the whole of the Guardians of the Poor of the said Parish of *Birmingham,* and their Successors, in and by Deeds of Lease and Release therein-after mentioned, and thereby protect the same from all mesne Incumbrances subsequent to the Creation thereof, if any there were; it is witnessed, that in consideration of the Sum of Two hundred Pounds to the said *Thomas Colmore* paid by the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* (with the Consent and by the Direction and Appointment as well of the said *John Francis* and *William Piddock* as of the said *William Martin,* Party thereto, *Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, testified by their being Parties to and executing those Presents,) in full of all Monies due to the said *Thomas Colmore,* as Administrator as aforesaid, upon the said above in part recited Securities, and also for the nominal Consideration paid to the said *Thomas Colmore* by the said *George Raven,* he the said *Thomas Colmore* (by and with the like Consent, Direction, and Appointment of the said *John Francis, William Piddock, William Martin,* Party thereto, *Richard Orton* and *Ann* his Wife, and *Mary Martin,* Party thereto, testified as aforesaid, and upon the Nomination of the said *Samuel Galton, Joseph Jukes, Joshua Allison, Michael Lakin, William Hutton, Thomas Robinson, William Walker, Robert Blyth, Thomas Willmore, Benjamin Blyth, Thomas Archer, William Ryland, Samuel Ryland, Joseph Fearon, John Buchanan, William King, Richard Jeffcoate, James Timmins,* and *Joseph Marston,* testified as aforesaid,) did assign, transfer, and set over unto the said *George Raven,* his Executors, Administrators, and Assigns, all and singular the said Messuages or Tenements, Buildings, Piece or Parcel of Land, and Premises, with their and every of their Appurtenances, in and by the said above in part recited Indenture of the Seventh Day of *January* One thousand seven hundred and forty-six granted in Mortgage by the said *John Hands* to the said *Ann Pickard* and *Hannah Pickard* as aforesaid; to hold the said Messuages, Buildings, Land, Hereditaments, and Premises, with their Appurtenances, unto the said *George Raven,* his Executors, Administrators, and Assigns, from thenceforth for and during all the then unexpired Residue of the said above-mentioned Term of One thousand Years, in as full and ample Manner to all Intents and Purposes as he the said *Thomas Colmore* could or might assign or transfer the same, in Trust nevertheless for the whole of the Guardians of the Poor of the said Parish of *Birmingham,* and their Successors, and to be assigned and disposed of from Time to Time as they should direct or appoint, and in the meantime to wait and attend upon the Freehold and Inheritance of the same Premises which in and by certain Indentures of Lease and Release, the Lease bearing

Date the Day next before the Date of those Presents, and the said Release bearing even Date therewith, were conveyed to the said *Samuel Galton*, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmore*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, in the Name of the whole of the Guardians of the Poor of the Parish of *Birmingham*, and their Successors, to the only proper Use and Behoof of the whole of the said Guardians of the Poor of the said Parish of *Birmingham*, and their Successors for ever, to the end that the same Term might protect and defend the same Premises from all Incumbrances subsequent to the Creation thereof (if any there were): And whereas by Indenture of Lease and Indenture of Release and Assignment bearing Date respectively the Fourteenth and Fifteenth Days of *November* One thousand eight hundred and twenty-eight, the Release and Assignment made between *George Simcox* of *Harborne* in the County of *Stafford*, Esquire, of the First Part; *Paul Moon James* Banker, *Timothy Smith* Banker, *John Lawrence* Jeweller, *James Pearson* Banker, *William Neville* Merchant, *Thomas Osler* Manufacturer, *William Pearsall* Pearl Button Maker, *Richard Brinton* Brassfounder, *Samuel Allport* Watchmaker, *Thomas Fiddian* Merchant, *Charles Hancock* Jeweller, and *John Linwood* Manufacturer, Twelve of the Guardians of the Poor of the Parish of *Birmingham* in the County of *Warwick*, of the Second Part; *George Hinchliffe*, late of *Birmingham* aforesaid, Gentleman, but then of the Parish of *Hallow* in the County of *Worcester*, of the Third Part; and *Joseph Frederick Ledsam* of *Edgbaston* near *Birmingham* in the said County of *Warwick*, Esquire, of the Fourth Part; after reciting, in the said Indenture of Release and Assignment, that by Indenture bearing Date the Twenty-second Day of *January* One thousand seven hundred and ninety-nine, and made between *John White* and *Daniel Nightingale*, as therein described, of the one Part, and *William Cooke*, as therein described, of the other Part, it is witnessed, that in consideration of the Sum of Fifty Pounds to the said *John White* paid by the said *William Cooke*, the said *John White* did grant, bargain, sell, and demise, and the said *Daniel Nightingale*, for the Considerations therein mentioned, did, at the Request, Direction, and Appointment of the said *John White*, testified as therein mentioned, bargain, sell, and demise unto the said *William Cooke*, his Executors, Administrators, and Assigns, all that Messuage, Tenement, or Dwelling House situate, standing, and being in or near *Steelhouse Lane* in *Birmingham* aforesaid, theretofore in the Possession or Occupation of Widow *Bird*, late of one *Evans*, but then of the said *John White*, adjoining on the one Side to a Messuage, Tenement, or Dwelling House then late in the Possession of *Twycross*, to hold the said Messuage, Tenement, or Dwelling House, Buildings, and Premises unto the said *William Cooke*, his Executors, Administrators, and Assigns, from the Day next before the Day of the Date of those Presents, for the full End and Term of One thousand Years from thence next ensuing and fully to be complete and ended, at and under

Indentures of Lease and Release, dated 14th and 15th Nov. 1828.

under the yearly Rent of a Peppercorn, and subject to a Proviso for Redemption of the said Premises upon Payment of the said Sum of Fifty Pounds and Interest on the Day therein mentioned; and also reciting therein, that by Indentures of Lease and Release bearing Date respectively the Seventeenth and Eighteenth Days of *October* One thousand eight hundred and four, the Release being made between the said *John White* and *Daniel Nightingale* of the First Part, *Thomas Cooke* and *Foulke Cooke*, as therein respectively described, Executors of the last Will and Testament of the said *William Cooke* deceased, of the Second Part, the said *George Simcox* of the Third Part, and the said *George Hinchliffe* of the Fourth Part, after reciting the Indenture of the Twenty-second Day of *January* One thousand seven hundred and ninety-nine therein-before recited, and also reciting that the said Sum of Fifty Pounds, and all Interest, had some Time since been paid off and discharged to the said *William Cooke*, but the said Term of One thousand Years had not been assigned or transferred by him the said *William Cooke* to the Use of the said *John White*, or to attend the Inheritance of the said Premises; and also reciting that the said *William Cooke* had, since the Payment of the said Sum of Fifty Pounds, and Interest for the same as aforesaid, departed this Life, but before his Death duly made and published his last Will and Testament in Writing, and thereof appointed the said *John Cooke* and *Foulke Cooke* Executors; and also reciting that the said *George Simcox* had contracted with the said *John White* for the absolute Purchase of the Fee Simple and Inheritance of the said Messuage, Tenement, and Premises therein-before mentioned, at or for the Price or Sum of One hundred and fifteen Pounds, and it had been agreed that the said mortgaged Term of One thousand Years, so granted to him as aforesaid, should be assigned to the said *George Hinchliffe*, his Executors, Administrators, and Assigns, in Trust to attend the Fee Simple and Inheritance of the said Messuage and Premises, for the said *George Simcox* and his Heirs, upon and to and for the several Uses, Trusts, Intents, and Purposes therein-after declared of and concerning the same; it was witnessed, that for a nominal Consideration paid by the said *George Hinchliffe*, they the said *Thomas Cooke* and *Foulke Cooke*, and each of them, did bargain, sell, assign, transfer, and set over unto the said *George Hinchliffe*, his Executors, Administrators, and Assigns, and the said *John White* and *Daniel Nightingale*, for a nominal Consideration to them also paid, did each of them grant, assign, transfer, ratify, and confirm unto the said *George Hinchliffe*, his Executors, Administrators, and Assigns, all that the said Messuage or Tenement and Premises situate and being in *Steelhouse Lane* aforesaid, with the Rights, Members, and Appurtenances thereto belonging; to hold the same unto the said *George Hinchliffe*, his Executors, Administrators, and Assigns, for all the then Residue of the said Term of One thousand Years granted thereof by the said in part recited Indenture of Mortgage, in Trust nevertheless for the said *George Simcox*, his Heirs and Assigns, and to attend the Inheritance of the said Hereditaments and Premises; and it is by the Indenture now in recital further witnessed, that in further Performance of the said Agreement, and in consideration of One hundred and fifteen Pounds to the said *John White* paid by the said *George Simcox*, and of a nominal Consideration to the said *Daniel Nightingale* also paid

by the said *George Simcox*, they the said *John White* and *Daniel Nightingale*, and each of them, did grant, bargain, sell, alien, release, and confirm, direct, limit, and appoint, unto the said *George Simcox* (in his actual Possession then being by virtue of the said Lease) and to his Heirs and Assigns, all that the said Messuage, Tenement, or Dwelling House, Hereditaments, and Premises, situate and being in *Steelhouse Lane* in *Birmingham* aforesaid, with the Rights, Members, and Appurtenances thereunto belonging; to hold the same unto and to the Use and Behoof of the said *George Simcox*, his Heirs and Assigns for ever; and after reciting therein that by an Act of Parliament made and passed in the Twenty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish*, 23 G. 3. c. 54. it was amongst other Things enacted, that the Inhabitants of the said Parish should in manner therein mentioned choose, elect, and appoint One hundred and eight fit and substantial Persons, Inhabitants of the said Parish of *Birmingham*, to be and they were thereby constituted and appointed and should be called Guardians of the Poor of the Parish of *Birmingham*, for putting the now-reciting Act of Parliament into effect, and it was also enacted that it should and might be lawful to and for the said Guardians, at any General Meeting to be held pursuant to that Act, and they were thereby authorized, to treat, contract, and agree for, and to purchase or hire for any Term or Terms of Years, or to purchase for ever, any Lands not exceeding One hundred Acres, Tenements or Hereditaments, within the said Parish, in the Name of the said Guardians or any Twelve or more of them, who were thereby enabled to take a Conveyance, Demise, or Assignment thereof in the Name of the whole of the said Guardians, and to them and their Successors, for any Term of Years or for ever, and from Time to Time to pull down, alter, repair, and furnish any Buildings that might be then standing upon the same, for the Purposes therein mentioned, and by and out of the Monies raised and to be raised by virtue of that Act should pay and satisfy the Purchase Money or Hire for the same, and all the necessary Charges relating thereunto; and also reciting therein that the said Messuage, Tenement, or Dwelling House, Buildings, Hereditaments, and Premises, so conveyed to and vested in the said *George Simcox* by the said in part recited Indenture of Release of the Eighteenth Day of *October* One thousand eight hundred and four, were in fact purchased by the Guardians of the Poor of the said Parish of *Birmingham*, in pursuance and by virtue of and for the Purposes mentioned in the said recited Act of the Twenty-third Year of the Reign of King *George* the Third, and the Consideration Money expressed to be paid for the same by the said *George Simcox* was in fact paid out of the Monies raised for the Relief of the Poor of the said Parish, and the Name of the said *George Simcox* was only made use of as a Trustee for the said Guardians of the Poor of the Parish of *Birmingham*, the Truth and Correctness whereof the said *George Simcox* did thereby admit and acknowledge; and also reciting therein that the said Guardians of the Poor of the said Parish of *Birmingham* were desirous of having the said Messuage, Tenement, or Dwelling House, Buildings, Hereditaments, and Premises, vested in them, according to

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the Provisions contained in the said in part recited Act of Parliament, and had applied to and requested the said *George Simcox* to convey and assure the same to them accordingly, which he had agreed to do in manner therein-after mentioned; it is witnessed, that for the Purpose of fully and absolutely vesting the Hereditaments and Premises therein-before and therein-after particularly described in the said Guardians of the Poor of the Parish of *Birmingham* and their Successors for ever, and for the nominal Consideration therein mentioned, to be paid to the said *George Simcox*, the said *George Simcox* did bargain, sell, and release unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, (in their actual Possession then being by virtue of the said Lease,) and to their Heirs and Assigns, all that the said Messuage, Tenement, or Dwelling House situate in and being in or near *Steelhouse Lane* in *Birmingham* aforesaid, and all other the Hereditaments and Premises comprised in and conveyed to the said *George Simcox* in and by the said in part recited Indenture of Release of the Eighteenth Day of *October* One thousand eight hundred and four, and also all Erections, Buildings, and Improvements then standing and being on the said Hereditaments thereby released, or any Part thereof; to hold the said Messuage, Tenement, or Dwelling House, Buildings, and all and singular other the Hereditaments and Premises thereby released, with their Appurtenances, unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, their Heirs and Assigns, for ever, to the only proper Use and Behoof of the Guardians of the Poor of the said Parish of *Birmingham*, and their Successors, for ever, for the Ends, Intents, and Purposes mentioned and declared in and by the said in part recited Act of Parliament of the Twenty-third Year of the Reign of His late Majesty King *George* the Third; and also, after reciting that the said Guardians of the Poor of the Parish of *Birmingham* were desirous of having the then Residue of the said Term of One thousand Years so as aforesaid created in the said Hereditaments and Premises, and assigned to the said *George Hinchliffe* in and by the said in part recited Indenture of the Eighteenth Day of *October* One thousand eight hundred and four aforesaid, assigned to the said *Joseph Frederick Ledsam* in Trust as therein-after mentioned, and the said *George Hinchliffe*, at their Request, had agreed to make such Assignment, it is further witnessed, that in pursuance of such Request and Agreement, and for the nominal Consideration therein mentioned, he the said *George Hinchliffe*, by and with the Privity, Direction, and Appointment, as well of the said *George Simcox* as of the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, testified by their being Parties to and executing those Presents, did bargain, sell, assign, transfer, and set over unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, all that the said Messuage, Tenement, or Dwelling House, and all other the Hereditaments and Premises, with the Appurtenances thereunto belonging, mentioned and comprised in the

the said in part recited Indenture of the Twenty-second Day of *January* One thousand seven hundred and ninety-nine, and assigned to him the said *George Hinchliffe* by the said in part recited Indenture of the Eighteenth Day of *October* One thousand eight hundred and four, and also all Erections, Buildings, and Improvements since erected and then standing and being thereon; to hold the said Messuage, Tenement, or Dwelling House, Hereditaments, and Premises thereby assigned, with their and every of their Appurtenances, unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, for the Residue then to come in the said Term of One thousand Years so granted of the said Premises as aforesaid, and during all such other Term, Estate, and Interest as he the said *George Hinchliffe* had therein, in Trust nevertheless for the said Guardians of the Poor of the Parish of *Birmingham* and their Successors, and to be from Time to Time conveyed and disposed of as they should direct or appoint, and in the meanwhile to attend, wait upon, and go along with the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances, if any such there were: And whereas by Indentures of Lease and Release bearing Date respectively the Fourteenth and Fifteenth Days of *November* One thousand eight hundred and twenty-eight, the Indenture of Release being made or expressed to be made between the said *George Simcox* of the First Part; the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, therein described to be Twelve of the Guardians of the Poor of the Parish of *Birmingham* in the County of *Warwick*, of the Second Part; the said *George Hinchliffe* of the Third Part; and the said *Joseph Frederick Ledsam* of the Fourth Part; after reciting, in the said Indenture of Release and Assignment, that by Indenture bearing Date on or about the Twenty-eighth Day of *August* One thousand seven hundred and eighty, and made between *John Adcock* of *Birmingham* aforesaid, Forkmaker, of the one Part, and *Charles Primer* of *Birmingham* aforesaid, Buttonmaker, and *John Kendrick* of the same Place, Bellowsmaker, of the other Part, it was witnessed, that the said *John Adcock*, in consideration of the Sum of Eighty Pounds to him paid by the said *Charles Primer* and *John Kendrick*, did grant, bargain, sell, alien, release, demise, and confirm unto the said *Charles Primer* and *John Kendrick*, their Executors, Administrators, and Assigns, all that Piece or Parcel of Land or Ground, and also all that Messuage or Tenement, Shops, Buildings, and Premises thereupon erected, with their and every of their Appurtenances, theretofore in the Holding or Occupation of the said *John Adcock*, situate, standing, lying, and being in a Street or Place in *Birmingham* aforesaid called *Whitehalls Lane*, which said Piece or Parcel of Land or Ground is therein mentioned to contain Five Yards in Front towards the said Lane, and to be bounded by Land theretofore belonging to one *George Bridgens*, but then of . . . . . and . . . . . on both Sides, and to extend itself backwards to a Garden Wall then in the Tenure of . . . . . , all which said Messuage, Shops, Buildings, Lands, and Premises were then in the Holding of *Slater Neville*, his Assigns or Under-tenants, to hold the same

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Premises, with their Appurtenances, unto the said *Charles Primer* and *John Kendrick*, their Executors, Administrators, and Assigns, from the Day next before the Day of the Date thereof for the Term of One thousand Years then next ensuing, at and under the yearly Rent of a Peppercorn (if demanded), and subject to a Proviso for the Redemption of the said Premises, and Cesser of the said Term, on Payment of the said Sum of Eighty Pounds and Interest, at and after the Time and in manner therein mentioned; and also, after reciting that by Indenture bearing Date on or about the Eleventh Day of *February* One thousand seven hundred and eighty-nine, and made between the said *Charles Primer* and *John Kendrick* of the First Part, *Phœbe Adcock* (therein described to be the Widow and Relict of the said *John Adcock*) of the Second Part, *Richard Adcock* of *Handsworth* in the County of *Stafford*, Cordwainer, (therein described to be only Son and Heir at Law of the said *John Adcock*,) of the Third Part, and *John Gough* of *Perry Hall* in the said Parish of *Handsworth*, Esquire, of the Fourth Part, after reciting therein the Indenture of the Twenty-eighth Day of *August* One thousand seven hundred and eighty, therein-before recited, and also reciting that the said Sum of Eighty Pounds, or any Part thereof, was not paid to the said *Charles Primer* and *John Kendrick* at the Day and Time in the above in part recited Indenture for that Purpose limited, or at any Time since, whereby the Estate and Interest of the said *Charles Primer* and *John Kendrick* of and in the said Premises became absolute and forfeited in Law, and also reciting that the said *John Adcock* had then some Time since departed this Life intestate, leaving the said *Phœbe Adcock* his Widow, and the said *Richard Adcock* his only Son and Heir at Law (by Mistake so therein described, instead of his eldest Brother and Heir at Law), and that the Sum of Eighty Pounds only was then due, all Interest having been paid off and discharged, and that the said *Charles Primer* and *John Kendrick* having Occasion for the same, the said *Phœbe Adcock* and *Richard Adcock* had applied to the said *John Gough* to advance the same, which he had agreed to do, it was witnessed, that for and in consideration of the Sum of Eighty Pounds to the said *Charles Primer* and *John Adcock* paid by the said *John Gough* (at the Request and by and with the Direction and Appointment of the said *Phœbe Adcock* and *Richard Adcock*, testified as therein mentioned,) in full for all Principal Money and Interest then due and owing to the said *Charles Primer* and *John Kendrick* upon the said recited mortgaged Premises as aforesaid, they the said *Charles Primer* and *John Kendrick*, and each of them, did bargain, sell, assign, transfer, and set over unto the said *John Gough*, his Executors, Administrators, and Assigns, and for the Considerations aforesaid, and for other nominal Considerations therein mentioned, the said *Phœbe Adcock* and *Richard Adcock*, and each of them, did grant, release, ratify, and confirm unto the said *John Gough*, his Executors, Administrators, and Assigns, all and every the said Messuage or Tenement, Shops, Land, Hereditaments, and all and singular other the Premises, with their Appurtenances, which were comprised in the said above in part recited Indenture of Demise of the Twenty-eighth Day of *August* One thousand seven hundred and eighty, to hold the same unto the said *John Gough*, his Executors, Administrators, and Assigns, from thenceforth for and during all the then Remainder of

of the said Term of One thousand Years, and of all such other Term and Terms for Years as the said *Charles Primer* and *John Kendrick* or either of them had or ought to have in the said Premises, subject to such and the same Equity of Redemption by such Person or Persons as is mentioned or agreed upon in and by the said in part recited Indenture of the Twenty-eighth Day of *August* One thousand seven hundred and eighty; and also, after reciting therein that by Indentures of Lease and Release bearing Date respectively on or about the Twenty-second and Twenty-third Days of *February* One thousand eight hundred and five, the Release made between the said *John Gough* of the First Part, *Richard Adcock* (therein described to be Brother and Heir at Law of the said *John Adcock* deceased) of the Second Part, the said *George Simcox* of the Third Part, and the said *George Hinchliffe* of the Fourth Part, after reciting therein the Indentures of the Twenty-eighth Day of *August* One thousand seven hundred and eighty, the Eleventh Day of *February* One thousand seven hundred and eighty-nine, therein-before recited, and also reciting therein that the said *Phœbe Adcock*, since the making and executing the said therein last-recited Indenture, had departed this Life, and also reciting that the said *Richard Adcock* made Default in Payment of the said Sum of Eighty Pounds and Interest, in manner and form as was mentioned and agreed upon in the said recited Indenture of the Twenty-eighth Day of *August* One thousand seven hundred and eighty, whereby the legal Estate and Interest of and in the said Premises for the Residue of the said Term of One thousand Years became absolutely vested in the said *John Gough*, and that there was then due and owing to the said *John Gough* on the said Security the Sum of Eighty Pounds only, all Interest having been paid to the Date thereof, and also reciting a Contract for Purchase with the said *George Simcox* for the Sum of One hundred and forty Pounds, out of which it had been agreed to pay off the said Debt or Sum of Eighty Pounds so due to the said *John Gough* as aforesaid, and that the Remainder of the said Term of One thousand Years should be assigned to the said *George Hinchliffe*, in Trust for the said *George Simcox*, in manner therein-after mentioned, it was by the Indenture now in recital witnessed, that in consideration of the Sum of Eighty Pounds to the said *John Gough* paid by the said *George Simcox*, at the special Instance and Request and by and with the Consent and Approbation of the said *Richard Adcock*, testified as therein mentioned, he the said *John Gough*, at the like special Instance and Request of the said *Richard Adcock*, and so testified as aforesaid, and at the Nomination and Appointment of the said *George Simcox*, did bargain, sell, assign, transfer, and set over unto the said *George Hinchliffe*, his Executors, Administrators, and Assigns, all and every the said before-recited Messuage or Tenement, Shops, Land, Hereditaments, and all and singular other the Premises, with the Appurtenances, which in and by the said in part recited Indenture of Demise of the Twenty-eighth Day of *August* One thousand seven hundred and eighty were granted, bargained, and sold to the said *Charles Primer* and *John Kendrick*, their Executors, Administrators, and Assigns, to hold the said Messuage or Tenement, Shops, Land, and Premises, unto the said *George Hinchliffe*, his Executors, Administrators, and Assigns, from thenceforth for the then

Residue

Residue of the said Term of One thousand Years, in Trust nevertheless for the said *George Simcox*, his Heirs and Assigns, and to attend the Inheritance of the said Hereditaments and Premises, and it is by the Indenture now in recital further witnessed, that in consideration of the said Sum of Eighty Pounds so paid to the said *John Gough* as aforesaid, and of the further Sum of Sixty Pounds to the said *Richard Adcock* in hand also paid by the said *George Simcox*, making together the Sum of One hundred and forty Pounds, he the said *Richard Adcock* did grant, bargain, sell, alien, release, and confirm unto the said *George Simcox*, (in his actual Possession then being by virtue of the said Indenture of Lease,) and to his Heirs and Assigns, all that the aforesaid Messuage, Tenement, Shops, Land, Hereditaments, and Premises situate, lying, and being in the said Street or Place in *Birmingham* aforesaid, called *Whitehalls Lane*, with the Rights, Members, and Appurtenances thereto belonging, to hold the said Messuage or Tenement, Shops, Land, and Premises, with their Appurtenances, unto the said *George Simcox*, his Heirs and Assigns, to the only proper Use and Behoof of the said *George Simcox*, his Heirs and Assigns for ever, to, for, and upon such Uses, Intents, and Purposes as were thereof declared in and by a certain Deed Poll bearing even Date therewith; and also reciting in the said Indenture of Release and Assignment the said Act of Parliament made and passed in the Twenty-third Year of the Reign of His late
23 G. 3. c. 54. Majesty King *George* the Third, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish;* and also reciting in the said Indenture of Release and Assignment, that the said Piece or Parcel of Land, Messuage, Tenement, or Dwelling House, Shops, Buildings, Hereditaments, and Premises, so conveyed to and vested in the said *George Simcox* by the said in part recited Indenture of Release of the Twenty-third Day of *February* One thousand eight hundred and five were in fact purchased by the Guardians of the Poor of the said Parish of *Birmingham*, in pursuance and by virtue of and for the Purposes mentioned in the said recited Act of the Twenty-third Year of the Reign of King *George* the Third, and the Consideration Money expressed to be paid for the same by the said *George Simcox* was in fact paid out of the Monies raised for the Relief of the Poor of the said Parish, and the Name of the said *George Simcox* was only made use of as a Trustee for the said Guardians of the Poor of the Parish of *Birmingham*, the Truth and Correctness whereof the said *George Simcox* did thereby admit and acknowledge; and also reciting that no Deed Poll or Declaration had ever been executed by the said *George Simcox*, although the same is stated in the said in part recited Indenture of the Twenty-third Day of *February* One thousand eight hundred and five to have been prepared and to bear even Date therewith; and also reciting that the said Guardians of the Poor of the said Parish of *Birmingham* were desirous of having the said Piece or Parcel of Land; Messuage, Tenement, or Dwelling House, Shops, Buildings, Hereditaments, and Premises vested in them, according to the Provisions contained in the said in part recited Act of Parliament, and had applied to and requested the said *George Simcox* to convey and assure the same to them accordingly, which he had agreed to do in manner

therein-after mentioned; it is witnessed, that in pursuance of the said Agreement, and for the Purpose of fully and absolutely vesting the Hereditaments and Premises therein-before and therein-after particularly described, in the said Guardians of the Poor of the said Parish of *Birmingham*, and their Successors for ever, and for the nominal Consideration therein stated, he the said *George Simcox* did bargain, sell, and release unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, (in their actual Possession then being by virtue of the said Lease,) and to their Heirs and Assigns, all that the said Piece or Parcel of Land or Ground, and also all that Messuage or Tenement, Shops, Buildings, and Premises thereon erected, with their and every of their Appurtenances, situate and being in the said Street or Place in *Birmingham* aforesaid called *Whitehalls Lane*, and all other the Hereditaments and Premises comprised in and conveyed to the said *George Simcox* by the said in part recited Indenture of Release of the Twenty-third Day of *February* One thousand eight hundred and five, and also all Erections, Buildings, and Improvements then standing and being on the said Hereditaments thereby released, or any Part thereof; to hold the said Piece or Parcel of Land, Messuage, Buildings, Hereditaments, and Premises, with the Appurtenances, unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, their Heirs and Assigns, for ever, to the only proper Use and Behoof of the Guardians of the Poor of the said Parish of *Birmingham*, and their Successors, for ever, for the Ends, Intents, and Purposes mentioned and declared in and by the said in part recited Act of Parliament of the Twenty-third Year of the Reign of His late Majesty King *George* the Third; and also, after reciting in the said Indenture of Release and Assignment that the said Guardians of the Poor of the Parish of *Birmingham* were desirous of having the then Residue of the said Term of One thousand Years so as aforesaid created in the said Hereditaments and Premises, and assigned to the said *George Hinchliffe* in and by the said in part recited Indenture of the Twenty-third Day of *February* One thousand eight hundred and five, assigned to the said *Joseph Frederick Ledsam* in Trust as therein-after mentioned, and the said *George Hinchliffe*, at their Request, had agreed to make such Assignment, it is further witnessed, that in pursuance of such Request and Agreement, and for the nominal Considerations therein mentioned, he the said *George Hinchliffe*, by and with the Privity, Direction, and Appointment as well of the said *George Simcox* as of the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, testified by their being Parties to and executing those Presents, did bargain, sell, assign, transfer, and set over unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, all that the said Piece or Parcel of Land, Messuage, Tenement, Shops, Buildings, and all other the Hereditaments and Premises, with the Appurtenances thereunto belonging,

mentioned and comprised in the said in part recited Indenture of the Twenty-eighth Day of *August* One thousand seven hundred and eighty, and assigned to him the said *George Hinchliffe* by the said in part recited Indenture of the Twenty-third Day of *February* One thousand eight hundred and five, and also all Erections, Buildings, and Improvements since erected and then standing and being thereon; to hold the said Piece or Parcel of Land, Messuage, Buildings, Hereditaments, and Premises, with their Appurtenances, unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, for the Residue then to come in the said Term of One thousand Years so granted of the said Premises as aforesaid, and during all such other Term, Estate, and Interest as he the said *George Hinchliffe* had therein, in Trust nevertheless for the said Guardians of the Poor of the Parish of *Birmingham*, and their Successors, and to be from Time to Time conveyed and disposed of as they should direct or appoint, and in the meantime to attend, wait upon, and go along with the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances, if any such there were:

Indentures of Lease and Release, dated 2d and 3d April 1824.

And whereas by Indentures of Lease and Indenture of Release and Assignment, bearing Date respectively the Second and Third Days of *April* One thousand eight hundred and twenty-four, the Release and Assignment made between *Thomas Beilby* of *Ashted* in the Parish of *Aston* near *Birmingham* aforesaid, Sawmaker, of the First Part; *Thomas Fiddian* Merchant, the Reverend *Edward Burn* Clerk, *Christian Albert Feidler* Nail Merchant, *William Neville* Merchant, *John Linwood* Plater, *John Lawrence* Silversmith, *Samuel Allport* Watchmaker, *Richard Brinton* Brassfounder, *Thomas Osler* Gilt-toy-manufacturer, *Thomas Beilby* the younger, Bookseller, *James Baker* Cockfounder, *Charles Hancock* Silversmith, *Edward Bach* Haberdasher, *Richard Bagnall* Pearl-button-maker, *Charles Shaw* Factor, *John Walthew* Builder, *George Jones* Ironfounder, *James Dransfield* Accountant, *William Rogers* Gentleman, *Henry Fulford* Draper, *John Glive* Gunsmith, *John Ryland* the younger, Wiredrawer, and *John Smith* Gunmaker, all of *Birmingham* aforesaid, the Committee and Managers of a certain Place or charitable Institution called the Asylum, and established by the Parish of *Birmingham* for the Maintenance of the Children of the said Parish, of the Second Part; *John Culcope Bond* Factor, *Richard Cadbury* Draper, *Charles Cope* Brassfounder, *Benjamin Guest* Factor, *Roger Williams Gem* Gentleman, *Paul Moon James* Banker, *Thomas Lowe* Coach-harness-manufacturer, *Joseph Lycett* Gentleman, *George Frederick Muntz* Roller of Metals, *James Pearson* Banker, *Richard Pratchett* Gentleman, *Samuel Rawlins* Currier, *Timothy Smith* Banker, *Joshua Scholefield* Merchant, and *John Turner* Button-manufacturer, all of *Birmingham* aforesaid, being Fifteen of the Guardians of the Poor of the Parish of *Birmingham* aforesaid, of the Third Part; *Simon Walker* of *Birmingham* aforesaid, Merchant, *John Walker* of *Birmingham* aforesaid, Merchant, and *John Hay* of the *Strand* in the County of *Middlesex*, Coal Merchant, of the Fourth Part; and the said *Joseph Frederick Ledsam* of the Fifth Part; after reciting therein that by Indentures of Lease and Release bearing Date on or about the Twenty-ninth and Thirtieth Days of *September* One thousand eight hundred and six, the Release made or expressed to be made between *Thomas Barrs* of *Witton* in the said County of *Warwick*, Esquire,

Esquire, and *John Startin* of *Birmingham* aforesaid, Esquire, of the First Part, *Leonard Pickering* of *Winson Green* in the Parish of *Birmingham* aforesaid, Gentleman, *Charles Pestell* of *Stratford-upon-Avon* in the said County of *Warwick*, Surgeon and Apothecary, and *Elizabeth Pickering* of *Luddington* near *Stratford-upon-Avon* aforesaid, Widow, who with the said *Thomas Barrs* are therein described to be Trustees and Executors and Executrix named in the last Will of *Humphrey Pickering*, late of *Winson Green* aforesaid, Schoolmaster, deceased, of the Second Part, and the said *Thomas Beilby*, therein described to be of *Birmingham* aforesaid, Optician, of the Third Part, and *William Walker* of *Birmingham* aforesaid, Merchant, of the Fourth Part, after the several Recitals therein mentioned, it is witnessed that, in consideration of the Sum of One thousand Pounds to the said *Leonard Pickering*, *Thomas Barrs*, *Charles Pestell*, and *Elizabeth Pickering* paid as therein mentioned by the said *Thomas Beilby*, and also for and in consideration of the further Sum of Three hundred and fifty Pounds to the said *Thomas Barrs* and *John Startin* paid by the said *Thomas Beilby*, they the said *Thomas Barrs* and *John Startin* did grant, bargain, sell, alien, release, and confirm unto the said *Thomas Beilby* (in his actual Possession then being by virtue of the said Lease) and to his Heirs and Assigns all those Two Closes, Pieces, or Parcels of Land lying and being in or near a Place or Lane called *Walmer Lane*, within the Parish of *Birmingham* aforesaid, one of which said Closes was fronting to *Walmer Lane* aforesaid, and the other was lying behind the same, and fronted towards another Lane called *Summer Lane*, and both Closes contained together Four Acres or thereabouts, and which said Two Closes, Pieces, or Parcels of Land adjoin to Two other Closes, Pieces, or Parcels of Land or Ground lately belonging to *Thomas Bellamy* and *Thomas Bingham*, and by them conveyed to *Joseph Scott*, and which said Two Closes intended to be by the now-reciting Indenture of Release granted were purchased by *Joseph Cooper* of *Birmingham* aforesaid, Cabinet-maker, deceased, of and from the said *Thomas Bellamy* and *Mary* his Wife, and the said *Thomas Bingham* and *Elizabeth* his Wife, (which said *Thomas Bellamy* and *Thomas Bingham* were Devisees in Fee and also Executors named in and by the last Will and Testament of *Samuel Dowler* deceased,) in and by certain Indentures of Lease and Release bearing Date respectively the Twelfth and Thirteenth Days of *April* One thousand seven hundred and seventy-three, and also all those Two newly-erected Messuages or Tenements, with the Warehouse and Premises thereto belonging, erected and built upon the said Closes, Pieces, or Parcels of Land thereinbefore granted, or on some Part thereof, all which said Premises then or then lately were in the Tenure or Occupation of the Committee of the Asylum, to hold the same, with the Appurtenances, unto the said *Thomas Beilby*, his Heirs and Assigns, to the Use and Behoof of the said *Thomas Beilby*, his Heirs and Assigns for ever, in Trust nevertheless for the Committee and Managers for the Time being of a certain Place or charitable Institution called the Asylum, and established by the said Parish of *Birmingham* for the Maintenance of the Children of the said Parish, and it was by the Indenture now in recital further witnessed, that for the Considerations aforesaid, and also for the nominal Considerations paid to the said

Leonard

Leonard Pickering, *Thomas Barrs*, *Charles Pestell*, and *Elizabeth Pickering*, by the said *William Walker*, they the said *Leonard Pickering*, *Thomas Barrs*, *Charles Pestell*, and *Elizabeth Pickering*, at the Request and by the Direction and Appointment of the said *John Startin* and *Thomas Beilby*, testified as therein mentioned, did bargain, sell, assign, transfer, and set over unto the said *William Walker*, his Executors, Administrators, and Assigns, all and singular the Messuage, Land, Hereditaments, and Premises which were granted and demised in Mortgage for a Term of Five hundred Years by a certain Indenture dated the Thirtieth Day of *April* One thousand seven hundred and ninety-three, in the now-reciting Indenture recited, and assigned to and vested in the said *Leonard Pickering*, *Thomas Barrs*, *Charles Pestell*, and *Elizabeth Pickering*, by the therein in part recited Indenture of the Second Day of *August* One thousand seven huudred and ninety-eight, with their and every of their Appurtenances, to hold the same unto the said *William Walker*, his Executors, Administrators, and Assigns, from thenceforth for all the Residue and Remainder of the said Term of Five hundred Years then to come and unexpired, and for and during all such other Estate, Term, and Interest which they the said *Leonard Pickering*, *Thomas Barrs*, *Charles Pestell*, and *Elizabeth Pickering*, any or either of them, then had therein or in any Part thereof, in Trust nevertheless for the said *Thomas Beilby*, his Heirs and Assigns, and to be from Time to Time conveyed and disposed of as he and they should direct or appoint, and in the meantime to attend, wait upon, and go along with the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances subsequent to the Creation of the said Term, if any such there were; and also after reciting the Act of Parliament made and passed in the Twenty-third Year of the Reign of His late
23G.3. c.54. Majesty King *George* the Third, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish*; and also after reciting that the said Messuage, Lands, Hereditaments, and Premises so conveyed to and vested in the said *Thomas Beilby* as aforesaid were in fact purchased by the said Guardians of the Poor of the Parish of *Birmingham*, in pursuance and by virtue and for the Purposes mentioned in the said recited Act of the Twenty-third of *George* the Third, and the Consideration Money expressed to be paid for the same by the said *Thomas Beilby* was paid out of Monies raised for the Relief of the Poor of the said Parish, and the same Hereditaments and Premises were intended to be conveyed to and vested in the said *Thomas Beilby*, as a Trustee for and to the Use of the said Guardians of the Poor of the Parish of *Birmingham*, and not in Trust for the Committee and Managers of the said Institution or Asylum alone, the Truth and Correctness whereof he the said *Thomas Beilby* and the Parties thereto of the Second Part did thereby acknowledge; and also after reciting that the said Parties thereto of the Second Part, being the Committee and Managers of the said Institution, and also Guardians of the Poor of the said Parish of *Birmingham*, were desirous of having the said Messuage, Hereditaments, and Premises vested in the said Guardians of the Poor, in pursuance of the Provisions contained in the said in part recited Act of Parliament, and had applied to and requested the said *Thomas Beilby*

Beilby to convey and assure the same, which he had agreed to do in manner therein-after mentioned; it is witnessed, that in pursuance of the said Agreement, and for the Purpose of fully and absolutely vesting the Hereditaments and Premises therein-after particularly described in the said Guardians of the Poor of the Parish of *Birmingham* and their Successors for ever, and for the nominal Considerations therein mentioned, he the said *Thomas Beilby*, by and with the Privity, Direction, and Appointment of the said Parties thereto of the Second Part, testified by their executing those Presents, did grant, bargain, sell, alien, release, ratify, and confirm unto the said *John Culcope Bond*, *Richard Cadbury*, *Charles Cope*, *Benjamin Guest*, *Roger Williams Gem*, *Paul Moon James*, *Thomas Lowe*, *Joseph Lycett*, *George Frederick Muntz*, *James Pearson*, *Richard Pratchet*, *Samuel Rawlins*, *Timothy Smith*, *Joshua Scholefield*, and *John Turner*, in their actual Possession then being by virtue of the said Lease, and to their Heirs and Assigns, all those Two Closes, Pieces, or Parcels of Land lying and being in and near a Place or Lane called *Walmer Lane*, within the Parish of *Birmingham* in the County of *Warwick*, one of which said Closes is fronting to *Walmer Lane* aforesaid, and the other is lying behind the same, and fronts towards another Lane called *Summer Lane*, and both Closes contain together Four Acres or thereabouts, and which said Two Closes, Pieces, or Parcels of Land adjoin to Two other Pieces or Parcels of Land or Ground lately belonging to *Thomas Bellamy* and *Thomas Bingham*, and by them conveyed to *Joseph Scott*, and also all those Two new-erected Messuages or Tenements, with the Warehouse and Premises thereunto belonging, and all other Erections, Buildings, Additions, and Improvements erected and built upon the said Closes, Pieces, or Parcels of Land therein-before granted, or on some Part thereof, and which said Premises then were and for some Time past had been in the Tenure or Occupation of the said Guardians, and had been used as and for the Asylum; to hold the said Messuages, Land, Hereditaments, and Premises, with their Appurtenances, unto the said *John Culcope Bond*, *Richard Cadbury*, *Charles Cope*, *Benjamin Guest*, *Roger Williams Gem*, *Paul Moon James*, *Thomas Lowe*, *Joseph Lycett*, *George Frederick Muntz*, *James Pearson*, *Richard Pratchet*, *Samuel Rawlins*, *Timothy Smith*, *Joshua Scholefield*, and *John Turner*, their Heirs and Assigns for ever, to the only proper Use and Behoof of the Guardians of the Poor of the said Parish of *Birmingham* and their Successors for ever, for the Ends, Intents, and Purposes mentioned and declared in and by the said in part recited Act of Parliament of the Twenty-third Year of the Reign of His late Majesty King *George* the Third; and also after reciting in the said Indenture of Release and Assignment that the said *William Walker*, the Trustee in whom the said Term of Five hundred Years was vested as aforesaid, had departed this Life, having first duly made and executed his last Will and Testament in Writing, bearing Date the Fifteenth Day of *April* One thousand eight hundred and eleven, and thereof appointed his Sons, *Simon Walker*, *Alexander Walker*, and his Son-in-Law *John Hay*, Executors, and also having first duly made and published a Codicil to his said Will bearing Date the Thirty-first Day of *October* One thousand eight hundred and fifteen, whereby he confirmed the Appointment of the Executors named in his said Will,

and appointed his Son *John Walker* Executor in conjunction with the said *Simon Walker*, *Alexander Walker*, and *John Hay*, and the said *Simon Walker*, *John Walker*, and *John Hay* duly proved the said Will and Codicil in the Prerogative Court of *Canterbury* upon the Thirty-first Day of *August* One thousand eight hundred and eighteen, Power being reserved for the said *Alexander Walker* (since deceased) to prove the same, and took upon themselves the Burthen of the Execution thereof, and that the Residue of the said Term of Five hundred Years was then vested in them; and also after reciting that the said Parties thereto of the First, Second, and Third Parts were desirous of having the now Residue of the said Term assigned to the said *Joseph Frederick Ledsam*, in Trust as therein-after mentioned, and the said *Simon Walker*, *John Walker*, and *John Hay*, as such Executors as aforesaid, had agreed to make such Assignment; it is further witnessed, that in pursuance of such Request and Agreement, and for the nominal Consideration therein mentioned, they the said *Simon Walker*, *John Walker*, and *John Hay*, by and with the Privity, Direction, and Appointment of the said Parties thereto of the First, Second, and Third Parts, testified by their executing those Presents, did, and each of them did, bargain, sell, assign, transfer, and set over unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, all and singular the Messuages, Dwelling Houses, Closes, Pieces, or Parcels of Land, Hereditaments, and Premises so assigned to the said *William Walker* by the said recited Indenture of the Thirtieth Day of *September* One thousand eight hundred and six, and all other Erections and Buildings since erected and then standing and being thereon; to hold the said Messuages, Land, Hereditaments, and Premises unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, for the Residue then to come in the said Term of Five hundred Years, and during all such other Term, Estate, and Interest as the said *William Walker* had therein, in Trust nevertheless for the said Guardians of the Poor of the Parish of *Birmingham* and their Successors, and to be from Time to Time conveyed and disposed of as they should direct or appoint, and in the meantime to attend, wait upon, and go along with the Freehold and Inheritance of the same Premises, and to protect the same from all mesne Incumbrances, if any such there were:

Indentures of Lease and Release, dated 24th and 25th Jan. 1824.

And whereas by Indenture of Lease and Indenture of Release and Assignment, bearing Date respectively the Twenty-fourth and Twenty-fifth Days of *January* One thousand eight hundred and twenty-four, the Indenture of Release and Assignment made between *John Thornton* of *King's Arms Yard* in the City of *London*, Merchant, and *Stephen Lushington* of *Doctors Commons* in the said City of *London*, Doctor of Civil Law, of the First Part; the said *John Thornton Alexander Anderson* of the same City, Merchant, *Thomas Horncastle* of *Church Row*, *Aldgate*, in the same City, Merchant, and *Richard Thornton* of the Borough of *Southwark* in the County of *Surrey*, Merchant, of the Second Part; the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, Twelve of the Guardians of the Poor of the Parish of *Birmingham* in the County of *Warwick*, of the Third Part; *Thomas*

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Bartrum of *Saint Mildred's Court, Poultry*, in the City of *London*, Gentleman, of the Fourth Part; and the said *Joseph Frederick Ledsam* of the Fifth Part; after reciting that under and by virtue of the last Will of Sir *Lister Holte*, late of *Aston Hall* in the County of of *Warwick*, Baronet, dated on or about the Twelfth Day of *October* One thousand seven hundred and sixty-nine, and in consequence of his Death, and the subsequent Death of Sir *Charles Holte* Baronet, his late Brother and Devisee, without Issue Male, and intestate as to the Hereditaments therein-after mentioned, and certain subsequent Events, divers Manors, Messuages, Lands, Tithes, and other Hereditaments in the said County of *Warwick*, and among others the Pieces or Parcels of Land, Tithes, Building, and other Hereditaments situate and being in the Parish of *Birmingham* in the same County, therein-after described, and intended to be thereby released, were and stood limited and assured at the Time of the Acts and Incumbrances next therein-after mentioned as follows; (that is to say,) to the Use of *Heneage Legge* during his Life, with a Limitation to *John Newton* Esquire and his Heirs, during the Life of the said *Heneage Legge*, in Trust to support contingent Remainders, with Remainder to the first and every other Son of the said *Heneage Legge* successively according to Seniority in Tail Male, with Remainder to *Wriothesley Digby* Esquire during his Life, with a Limitation to the said *John Newton* and his Heirs during the Life of the said *Wriothesley Digby*, in Trust to support contingent Remainders, with Remainder to the first and every other Son of the said *Wriothesley Digby* successively according to Seniority in Tail Male, with Remainder or Reversion to *Mary Elizabeth Bracebridge*, the Wife of *Abraham Bracebridge* Esquire, as the only Child of the said Sir *Charles Holte*, and as the right Heir of the said Sir *Charles Holte* and the said Sir *Lister Holte*; and also after reciting that after the said *Mary Elizabeth Bracebridge* became so entitled in Expectancy as aforesaid, she and the said *Abraham Bracebridge* her Husband subjected and charged their Estate and Interest in the said Hereditaments to which they were so entitled to and with divers Mortgages, Debts, Life Annuities, and other Incumbrances, to a very considerable Amount; and after reciting that when such Incumbrances were created neither the said *Heneage Legge* nor the said *Wriothesley Digby* had any Issue, nor was it likely that they or either of them would have any; and also after reciting that on or about the Twenty-fourth Day of *April* One thousand seven hundred and ninety-nine the said *Heneage Legge* redeemed the Land Tax theretofore charged upon the aforesaid Manors, Messuages, Lands, Tithes, and other Hereditaments, by Sale of certain Parts of the Estates devised by the said Will of the said Sir *Lister Holte*, whereby the Residue of such Estates became and were exonerated from Land Tax; and also after reciting that by an Act of Parliament made and passed in the Year One thousand eight hundred and seventeen, intituled *An Act for confirming an Agreement relating to the Reversion expectant of certain Estates in the Counties of* Warwick *and* Chester *late of Sir* Lister Holte *Baronet, deceased, and Property belonging to* Abraham Bracebridge *Esquire, and for vesting such Estates and Property in Trustees, to convey and assure the same according to the said Agreement*, and by virtue of a certain Indenture therein referred to, bearing Date on

57 G.3. c.38.

or

or about the Sixth Day of *May* One thousand eight hundred and seventeen, and made between the said *Heneage Legge* of the First Part, the said *Wriothesley Digby* of the Second Part, the said *Abraham Bracebridge* and *Mary Elizabeth Bracebridge* his Wife of the Third Part, Sir *John Ben Walsh* and *Stephen Lushington*, on behalf of themselves and the several other Persons therein referred to, of the Fourth Part, *Walter Bracebridge* Esquire of the Fifth Part, Sir *William Paxton*, since deceased, Sir *Charles Cockerell*, and *Charles Greenwood*, of the Sixth Part, the said *John Thornton*, *Alexander Anderson*, *Charles Amyand Cornwall*, since deceased, *Thomas Horncastle* and *Richard Thornton*, on behalf of themselves and the several other Persons therein referred to, of the Seventh Part, and *William Wilson Currey* Esquire of the Eighth Part, and also of an Indenture of Bargain and Sale dated on or about the Twenty-fifth Day of *August* One thousand eight hundred and seventeen, and made between the Honourable *James Abercromby* and *George Kindersley* Esquire of the one Part, and the said *John Thornton*, *Charles Amyand Cornwall*, Sir *William Paxton* Knight, and *Stephen Lushington*, of the other Part, and afterwards duly enrolled in the High Court of Chancery, being a Conveyance executed by the former Parties to the latter Parties, pursuant to the Directions of the said Act, the Fee Simple and Inheritance in Possession of the Hereditaments mentioned in Schedule A. to the said Indenture of the Sixth Day of *May* One thousand eight hundred and seventeen and the said Act annexed, (Part whereof are therein-after first released and conveyed,) subject to the Limitations in the said Will of the said Sir *Lister Holte* to the Issue Male of the said *Heneage Legge* and *Wriothesley Digby*, and to Fee Farm or Quit Rents, and similar Outgoings, and subsisting Leases, but free from all other Incumbrances, was vested in the said *John Thornton*, *Charles Amyand Cornwall*, Sir *William Paxton*, and *Stephen Lushington*, their Heirs and Assigns, upon and for the Trusts, Ends, Intents, and Purposes, and under and subject to the Powers, Provisoes, Agreements, and Declarations upon and for which the said *James Abercromby* and *George Kindersley* were by the said Act directed to convey the same, being Trusts, Ends, Intents, and Purposes to the same Effect as are therein-after declared respecting the Lands and Hereditaments in Schedule (F.) to the said Act also annexed; and also after reciting that by virtue of the said Will of Sir *Lister Holte*, the said Act of Parliament therein-before recited, and also by a certain other Indenture of Bargain and Sale dated on or about the Twenty-third Day of *August* One thousand eight hundred and seventeen, and made between the said *James Abercromby* and *George Kindersley* of the one Part, and the said *John Thornton*, *Alexander Anderson*, *Charles Amyand Cornwall*, *Thomas Horncastle*, and *Richard Thornton*, of the other Part, and afterwards enrolled in the High Court of Chancery, being a Conveyance executed by the former Parties to the latter Parties, pursuant to the Directions of the said Act, the Fee Simple in Possession of the Hereditaments mentioned in Schedule (F.) to the said Indenture of the Sixth Day of *May* One thousand eight hundred and seventeen and the said Act of Parliament annexed, (Part whereof is therein-after also released and conveyed,) subject to the Limitations in the said Will of the said Sir *Lister Holte* to the Issue Male of the said *Heneage*

Heneage Legge and *Wriothesley Digby*, and to Fee Farm or Quit Rents, and similar Outgoings, and subsisting Leases, (but free from all other Incumbrances,) was vested in the said *John Thornton*, *Alexander Anderson*, *Charles Aymand Cornwall*, since deceased, *Thomas Horncastle*, and *Richard Thornton*, their Heirs and Assigns, upon Trust that they, and the Survivors and Survivor, should, as soon as conveniently might be, absolutely sell and dispose of all the same Hereditaments, either by Public Auction or Private Contract, and in such Lots and Parcels and for such Price or Prices as they or he should think proper, and should convey the Hereditaments so sold to the Persons who should respectively become the Purchasers thereof, and their respective Heirs and Assigns, or as they should respectively direct or appoint; and it was by the said Indenture of the Sixth Day of *May* One thousand eight hundred and seventeen provided and declared, and by the said Act, with reference thereto, confirmed, (among other Things,) that the Sales therein-before directed should, as far as the Parties to the said Indenture should agree, be absolutely binding and conclusive upon all and every Person or Persons interested in the Trusts thereby declared of the Hereditaments so to be sold, without the Concurrence of any of them therein, and that the Receipts in Writing of the said Trustee or Trustees for Sale for the Time being, for the Monies payable to them or him respectively as such Trustees or Trustee, should be an effectual Discharge for the same, and the Persons respectively to whom such Receipts should be given should not be bound or concerned to see to the Application of the Money therein expressed or acknowledged to be received, or be answerable or accountable for the Misapplication or Nonapplication thereof, or to enquire into the Necessity or Expediency of any such Sale or Sales; and also after reciting that the said *Charles Amyand Cornwall* departed this Life in the Month of *July* One thousand eight hundred and twenty-two; and also after reciting that the said Sir *William Paxton* departed this Life in the Month of *February* One thousand eight hundred and twenty-three; and also after reciting the said Act of Parliament made and passed in the Twenty-third Year of the Reign of His late Majesty *George* the Third, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish;* and also after reciting that the said *John Thornton*, Sir *William Paxton*, since deceased, and *Stephen Lushington*, as such surviving Trustees for Sale of the Hereditaments comprised in Schedule (A.), in pursuance of the Trusts reposed in them by said in part recited Act and the said Indentures of the Sixth Day of *May* One thousand eight hundred and seventeen and the Twenty-fifth Day of *August* One thousand eight hundred and seventeen, had contracted and agreed to sell, and the said Guardians of the Poor of the Parish of *Birmingham*, in exercise of the Powers vested in them by the said secondly-recited Act, at a General Meeting of the said Guardians held on or about the Tenth Day of *July* One thousand eight hundred and twenty-three, according to the Directions of the said Act, did contract and agree to purchase, the Fee Simple in Possession of the several Pieces or Parcels of Land or Ground first therein-after released and described, being Part and Parcel of the Hereditaments comprised in the said Schedule (A.),

at or for the Sum of Eight hundred Pouuds, discharged of Land Tax, but subject to the Limitations to the respective Issue Male of the said *Heneage Legge* and *Wriothesley Digby*; and also after reciting that the said *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton*, as Trustees for Sale of the Hereditaments comprised in Schedule (F.), in pursuance of the Trusts reposed in them by the said in part recited Act and the said Indentures of the Sixth Day of *May* One thousand eight hundred and seventeen and the Twenty-third Day of *August* One thousand eight hundred and seventeen, had contracted and agreed to sell, and the said Guardians of the Poor of the Parish of *Birmingham*, in exercise of the Powers vested in them by the said recited Act, at a General Meeting of the said Guardians held on or about the said Tenth day of *July* One thousand eight hundred and twenty-three, according to the Directions of the said Act, did contract and agree to purchase, the Fee Simple in Possession of the Pieces or Parcels of Land or Ground, and Building or Bath-house thereon erected, secondly therein-after released and described, being Part or Parcel of the Hereditaments comprised in the said Schedule (F.), at or for the Sum of One hundred Pounds, discharged of Land Tax, but subject to the Residue of a Lease granted of Part thereof, and to the Limitations to the respective Issue Male of the said *Heneage Legge* and *Wriothesley Digby*; and also after reciting that the said Guardians of the Poor of the Parish of *Birmingham* were desirous that the said Hereditaments should be conveyed to them in manner therein-after mentioned; it is witnessed, that for carrying the said respective Purchases into effect, and for and in consideration of Eight hundred Pounds by the said Guardians of the Poor of the Parish of *Birmingham* paid to the said *John Thornton* and *Stephen Lushington* as such surviving Trustees, they the said *John Thornton* and *Stephen Lushington*, according to their Estate and Interest in the said Pieces or Parcels of Land, Tithes, and other Hereditaments therein-after released or intended so to be, and so far only as they lawfully could or might, and by way of Conveyance only, and not of Covenant or Warranty, did, and each of them did, grant, bargain, sell, alien, and release unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, (in their actual Possession then being by virtue of the said Lease,) and to their Heirs, all that Piece or Parcel of Garden Ground, containing by Admeasurement One Acre Two Roods and Twelve Perches, being Part of Two Pieces of Land called *Tenants Moors*, situated near *Summer Lane* in the Parish of *Birmingham*, late in the Occupation of *John Haslock* as Tenant at Will, and also all that other Piece or Parcel of Land, containing by Admeasurement Four Acres and Six Perches, or thereabouts, called the *Green Close*, adjoining to *Summer Lane* aforesaid, and late in the Occupation of *Samuel Gregg*, and which said Pieces of Land are Parcel of the Hereditaments comprised in the Schedule (A.), and also all Tithes or Tenths of Corn, Grain, and Pulse yearly arising and issuing out of the said Pieces or Parcels of Land therein-before described and released, or intended so to be, or to be yielded or paid in respect of the same; to hold the said Pieces or Parcels of Land, Tithes, and all and

singular other the Hereditaments thereby released or intended so to be, and every Part thereof, unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, their Heirs and Assigns, for ever, to the only Use and Behoof of the Guardians of the Poor of the Parish of *Birmingham*, and their Successors, for ever, freed and absolutely discharged of and from all Land Tax theretofore payable for or in respect of the same Hereditaments, but which Land Tax was redeemed by the said *Heneage Legge* as aforesaid, but subject to the Limitations contained in the said Will of the said Sir *Lister Holte* to or in the favour of the Issue Male of the said *Heneage Legge* and *Wriothesley Digby* respectively, and the Limitations to Trustees to preserve such contingent Limitations, and for the Purposes of the said last-recited Act; and it is further witnessed, that in order the further to carry the said respective Purchases into effect, and for and in consideration of the Sum of One hundred Pounds by the said Guardians of the Poor of the Parish of *Birmingham* paid to the said *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton*, they the said *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton*, according to their Estate and Interest in the said Building and Piece or Parcel of Land and Hereditaments next therein-after released or intended so to be, so far only as they lawfully could or might, and by way of Conveyance only, and not of Covenant or Warranty, did, and each of them did, grant, bargain, sell, alien, and release unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, (in their actual Possession then being by virtue of the said Lease,) and to their Heirs, all that Piece or Parcel of Land or Ground then used as Garden Ground, and adjoining to *Summer Lane* in the said Parish of *Birmingham*, then in the Tenure or Occupation of *Charles Potter*, and containing by Admeasurement One Rood and Twenty-nine Perches, or thereabouts, and also all and all manner of Tithes and Tenths of Corn, Grain, and Pulse yearly arising, growing, renewing, or increasing out of or upon or to be yielded or paid in respect of the Piece or Parcel of Land therein-before described, and thereby released or intended so to be, and also all that Building or Bath-House adjoining the last-mentioned Piece or Parcel of Land, and the Land or Ground on which the same was erected, containing by Admeasurement Five Perches or thereabouts, and then in the Possession of the said Guardians as Lessees for an unexpired Term of Eight Years from *Lady Day* One thousand eight hundred and twenty-two, at the yearly Rent of Five Shillings, all which said Premises therein-before described were Parcel of the Hereditaments and Premises comprised in Schedule (F.) to the said recited Act authorizing the Sale thereof; to hold the said Pieces or Parcels of Land, Tithes, Buildings, and all other the Hereditaments thereby released, unto the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, their Heirs and Assigns, to

to the Use and Behoof of the Guardians of the Poor of the Parish of *Birmingham*, and their Successors, for ever, freed and absolutely discharged of and from all Land Tax theretofore payable in respect of the same Hereditaments, (and which Land Tax was redeemed by the said *Heneage Legge* as aforesaid,) but subject to the Limitations contained in the said Will of the said Sir *Lister Holte* to or in favour of the Issue Male of the said *Heneage Legge* and *Wriothesley Digby* respectively, and the Limitations to Trustees to preserve such contingent Limitations, and also subject, as to the first-described Piece of Land, to the Residue of a Lease made of the same, with other Hereditaments, to *Charles Potter*, for a Term of Fourteen Years from *Lady Day* One thousand eight hundred and twenty-two, in respect of which the yearly Rent or Sum of Three Pounds is thereby agreed to be the apportioned Part to be received by the said Guardians of the Poor and their Successors, and the same is thereby apportioned accordingly, and also for the Purposes of the last-recited Act of Parliament; and also after reciting that by a certain Indenture bearing Date the Second Day of *May* One thousand eight hundred and eighteen, and made between the Reverend *Noel Digby* of *Brightstone* in the *Isle of Wight*, of the First Part, the said *Wriothesley Digby* of the Second Part, and the said *John Thornton*, *Charles Amyand Cornwall*, Sir *William Paxton*, and *Stephen Lushington*, of the Third Part, and the said *Thomas Bartrum* of the Fourth Part, the said *Noel Digby*, for the Considerations therein mentioned, did remise and release all the Hereditaments comprised in Schedule (A.) to the said Act annexed, and then vested in the said *John Thornton*, *Charles Amyand Cornwall*, Sir *William Paxton*, and *Stephen Lushington* upon the Trusts aforesaid, of and from the Sum of Ten thousand Pounds secured to the said *Noel Digby* by a certain Indenture bearing Date the Tenth Day of *August* One thousand seven hundred and eighty five, and made between *Richard Guest* of the First Part, *Abraham Bracebridge* and *Mary Elizabeth* his Wife of the Second Part, *Heneage Legge*, the Right Reverend Father in God *Lewis* Lord Bishop of *Norwich*, and *Wriothesley Digby*, of the Third Part, Sir *Robert Lawley* Baronet and *Henry Strachey* of the Fourth Part, *Sampson Lloyd* the younger of the Fifth Part, and the said *Noel Digby* of the Sixth Part, and also from the Sum of Two thousand and fifty-one Pounds Seven Shillings, secured to the said *Noel Digby* by a certain other Indenture bearing Date the Twenty-ninth Day of *July* One thousand seven hundred and eighty-six, and made between the said *Richard Guest* of the First Part, the said *Abraham Bracebridge* and *Mary Elizabeth* his Wife of the Second Part, the said *Heneage Legge* and the said Right Reverend Father in God *Lewis* Lord Bishop of *Norwich*, and *Wriothesley Digby*, of the Third Part, the said Sir *Robert Lawley* and *Henry Strachey* of the Fourth Part, and the said *Noel Digby* of the Fifth Part, and of and from all Interest due for or on account of the said Sums respectively, and by the same Indenture the said *Noel Digby* did assign and transfer all such of the Hereditaments comprised in the said Indentures of the Tenth Day of *August* One thousand seven hundred and eighty-five and the Twenty-ninth Day of *July* One thousand seven hundred and eighty-six, or either of them, and by the same Indentures or either of them vested in the said *Noel Digby*, (which included the Hereditaments first therein-before released,) unto the

said

said *Thomas Bartrum*, his Executors, Administrators, and Assigns, for the Residue of a certain Term of Two thousand Years, created by a certain Indenture bearing Date the Twenty-eighth Day of *April* One thousand seven hundred and seventy, and made between Sir *Charles Holte* Baronet of the one Part, and the Right Honourable *Heneage* Earl of *Aylesford*, and *Richard Guest*, of the other Part; to hold the same, with the Appurtenances, unto the said *Thomas Bartrum*, his Executors, Administrators, and Assigns, for the Residue of the said Term, in Trust to attend the Inheritance; and also after reciting that by an Indenture bearing Date on or about the Second Day of *May* One thousand eight hundred and eighteen, and made between the said *Noel Digby* of the First Part, the said *Wriothesley Digby* of the Second Part, the said *John Thornton*, *Alexander Anderson*, *Charles Amyand Cornwall*, *Thomas Horncastle*, and *Richard Thornton*, of the Third Part, and the said *Thomas Bartrum* of the Fourth Part, the said *Noel Digby* for the Considerations therein mentioned did remise and release all the Hereditaments comprised in Schedule (F.) to the said Act annexed, and then vested in the said *John Thornton*, *Alexander Anderson*, *Charles Amyand Cornwall*, *Thomas Horncastle*, and *Richard Thornton*, upon the Trusts therein-after referred to, of and from the said Sum Sum of Ten thousand Pounds secured to the said *Noel Digby* by the said Indenture of the Tenth Day of *Augast* One thousand seven hundred and eighty-five, and of the said Sum of Two thousand and fifty one Pounds Seven Shillings secured to the said *Noel Digby* by the said Indenture of the Twenty-ninth Day of *July* One thousand seven hundred and eighty-six, and from all Interest due from the said Sums respectively, and by the same Indenture the said *Noel Digby* did assign and transfer all such of the Hereditaments comprised in the said Indentures of the Tenth Day of *August* One thousand seven hundred and eighty-five, and the Twenty-ninth Day of *July* One thousand seven hundred and eighty-six, or either of them, and by the same Indentures or either of them vested in the said *Noel Digby*, (which included the Hereditaments secondly herein-before released,) unto the said *Thomas Bartrum*, his Executors, Administrators, and Assigns, for the Residue of the said Term of Two thousand Years, created by the said Indenture of the Twenty-eighth Day of *April* One thousand seven hundred and seventy, therein-before referred to, to hold the same unto the said *Thomas Bartrum*, his Executors, Administrators, and Assigns, for the Residue of the said Term, in Trust to attend the Inheritance; and also after reciting that it had been agreed between the Parties thereto that the Residue of the said Term of Two thousand Years, then vested in the said *Thomas Bartrum* under the said Two Indentures of the Second Day of *May* One thousand eight hundred and eighteen, should, as far as respects the said Hereditaments first therein-before released, and which were comprised in the Schedule (A.), and also as respects the Hereditaments secondly therein-before released, which were comprised in Schedule (F.), be assigned by the said *Thomas Bartrum* to the said *Joseph Frederick Ledsam* for all the Residue of the said Term of Two thousand Years, upon the Trusts therein-after declared thereof; it is further witnessed, that in pursuance of the said recited Agreements with respect to the Residue of the said Term of Two thousand Years, and for the nominal Consideration

therein mentioned, he the said *Thomas Bartrum*, at the Request and by the Direction of the said *John Thornton* and *Stephen Lushington*, as such Trustees for Sale of the Hereditaments comprised in Schedule (A.) and of the said *John Thornton*, *Alexander Anderson*, *Thomas Horncastle*, and *Richard Thornton*, as such Trustees for Sale of the Hereditaments comprised in Schedule (F.), and upon the Nomination of the said Guardians of the Poor, testified by the Parties thereto of the said Third Part executing those Presents, did bargain, sell, assign, and set over unto the said *Joseph Frederick Ledsam*, his Executors and Administrators, all and singular the said Pieces or Parcels of Land, Tithes, Buildings, Hereditaments, and Premises firstly and secondly therein-before described, and released or intended so to be, the same being Parcel of the Premises comprised in the said Term of Two thousand Years then vested in the said *Thomas Bartrum* by the said Two Indentures of the Second Day of *May* One thousand eight hundred and eighteen, for the Residue of the said Term, in Trust as aforesaid, or such and so many of them as became vested in the said *Thomas Bartrum* as aforesaid, with the Appurtenances thereunto belonging; to hold the said several Pieces or Parcels of Land, Tithes, Building, Hereditaments, and Premises firstly and secondly therein-before released, and all other the Premises thereby assigned or intended so to be, and every Part thereof, unto the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, from thenceforth for and during all the Rest and Residue then to come and unexpired of the said Term of Two thousand Years, upon Trust nevertheless that he the said *Joseph Frederick Ledsam*, his Executors, Administrators, and Assigns, should stand and be possessed of and interested in the said Pieces or Parcels of Land, Tithes, Buildings, Hereditaments, and other the Premises thereby assigned or intended so to be, and every Part thereof, for all the Residue of the said Term of Two thousand Years therein, in Trust for the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Neville*, *Thomas Osler*, *Thomas Beilby*, the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, and all others Guardians of the Poor of the Parish of *Birmingham* and their Successors, and to assign or otherwise dispose of the same as he or they shall from Time to Time order and direct, and in the meantime in Trust to permit the respective Residues of the same several Terms to wait upon and attend the Reversion and Inheritance of the said Piece or Parcel of Land, Tithes, Buildings, and other Premises thereby severally assigned or intended so to be, according to the Uses and Trusts thereinbefore declared thereof, so as to be subservient thereto, and to protect the same from all mesne and intervening Incumbrances (if any such there were): And whereas by an Act of Parliament made and passed in the Thirty-eighth Year of the Reign of His Majesty King *George* the
38 G.3. c.54. Third, intituled *An Act for dividing, allotting, and inclosing the several Commons and Waste Lands lying within the Manor and Parish of* Birmingham *in the County of* Warwick, it was (amongst other Things) enacted that the said Commissioners (being the Commissioners for putting that Act into execution) should and might and they were thereby empowered and required to set out, allot, and appoint unto and for the Guardians of the Poor of the said Parish of *Birmingham*, appointed, elected, or chosen under or by virtue of a certain Act of Parliament made and passed in the Twenty-third Year of the Reign

of His then present Majesty, intituled *An Act for providing a proper Workhouse within the Parish of* Birmingham *in the County of* Warwick, *and for better regulating the Poor within the said Parish*, and to their Successors for ever, for the Benefit of the said Parish of *Birmingham*, that Part of the aforesaid Commons and Waste Lands called *Kaye Hill*, containing by Estimation Ten Acres or thereabouts, were the same more or less, and also such further Quantity of Land as should make up, including the said Hill called *Kaye Hill*, Thirty Acres, in such Part of the said Commons or Waste Lands as they the said Commissioners should think fit: And whereas by an Award in Writing, bearing Date the Twenty-sixth Day of *May* One thousand eight hundred and two, under the Hands of *Thomas Green* of *Rednall* in the County of *Worcester*, Gentleman, *Samuel Wyatt* of *Burton-upon-Trent* in the County of *Stafford*, Gentleman, and *John Wall* of *West Bromwich* in the County of *Stafford*, Gentleman, the Commissioners appointed by the said in part recited Act of the Thirty-eighth Year of the Reign of His Majesty King *George* the Third, intituled *An Act for dividing, allotting, and inclosing the several Commons and Waste Lands lying within the Manor and Parish of* Birmingham *in the County of* Warwick, the said Commissioners did award, set out, and appoint unto the said Guardians of the Poor of the said Parish of *Birmingham*, and their Successors, for the Time being, all that Plot or Parcel of Land containing Twenty-two Perches or thereabouts, marked on the said Plan (being the Plan annexed to the now-reciting Award) 174, being Part of the Lands demised by the Lords of the said Manor (being the Manor of *Birmingham*) to *Samuel Smith* by Indenture of Lease bearing Date the Tenth Day of *April* One thousand seven hundred and ninety-five, and bounded on Part of the North by the *Soho* Road marked G, on Part of the West, Remainder of the North, and Remainder of the West Sides, by an Allotment marked 173, on the South by Part of *Kaye Hill* marked 172, allotted to the said Guardians of the Poor, and on the South-east by the said private Road marked M; and the said Commissioners did order and direct that the Mounds and Fences for inclosing the last-described Allotment against the said Road marked G, and against the said Allotment marked 173, should be made and for ever thereafter kept in repair by and at the Expence of the said Guardians, and the Owners or Occupiers of the said Allotment, for the Time being; and the said Commissioners did also award, set out, allot, and appoint unto the said Guardians of the Poor for the Time being of the said Parish of *Birmingham*, all that Plot or Parcel of Land containing Twenty-two Perches or thereabouts, marked on the said Plan 171, being Part of the said Lands demised by the said late Lord of the said Manor to *Thomas Wilkes*, by Indenture of Lease bearing Date the Fourth Day of *March* One thousand seven hundred and seventy-eight, and bounded on the North-east by an Allotment marked 170, on Part of the South-east by the said private Road marked L, on the Remainder of the South-east and on the South-west by an Allotment marked 172, and on the North-west by Part of the said ancient Road called *Icknield Street Road*, marked H; and the said Commissioners did direct that the Mounds and Fences for inclosing the last-described Allotment, against the said Allotment marked 170, against the South-east End, and against the

23 G.3. c.54.

Inclosure Award, dated 26th May 1802.

38 G.3 .c.54.

the said ancient Road, should be made and for ever thereafter be kept in repair by and at the Expence of the said Guardians, and the Owners or Occupiers of the said Allotment, for the Time being; and the said Commissioners did also award, set out, allot, and appoint unto the said Guardians of the Poor of the Parish of *Birmingham*, and their Successors, for ever, One Plot or Parcel of Land, being that Part of the aforesaid Common and Waste Lands called *Kaye Hill*, containing Eight Acres and Nine Perches or thereabouts, and marked on the said Plan 172, bounded on Part of the West by the said *Icknield Street* Road, on Part of the South and other Part of the West by the said private Carriage Road marked N, and other Part of the South by an ancient Inclosure of the said Sir *Thomas Gooch*, on Part of the South-east by Lands of the said *Richard Smallbroke*, on the North-east and other Part of the South-east by Lands of the said *Thomas Glover*, on Part of the North-east and South-east by a Road thereby described, and marked M in the said Plan, on Part of the North and East by an Allotment thereby made to the Lords of the said Manor, and marked in the said Plan 173, and an Allotment thereby made to the said Guardians, marked in the said Plan 174, on Part of the North by the said Lodge Road, on Part of the East and Part of the North-west by a Road thereby set out over the said Common, and marked in the said Plan L, and on the Remainder of the East and North by Lands thereby allotted to the Lords of the said Manor and the said Guardians, marked 171; and the said Commissioners did order and direct that the Mounds and Fences for inclosing the last-described Allotment against the said *Icknield Street* Road, against the Road set out for the said Sir *Thomas Gooch* Baronet, against the Road set out for the said Guardians of the Poor, *Samuel Glover*, and *Samuel Smith*, against the Allotments marked 174 and 173 on Part of the North, against the said Lodge Road marked L, against the said North-west and North Sides and End of the said Allotment marked 171, should be made and for ever thereafter be kept in repair by and at the Expence of the said Guardians and their Successors, or the Owners or Occupiers of the said Allotment for the Time being; one other Plot or Parcel of Land containing Five Acres and Twenty-five Perches, or thereabouts, marked on the said Plan 155, bounded on the North-east by the said Lodge Road, on the North-west in Part by Lands allotted to the said *William Phillips Inge*, marked on the said Plan 154, to be exchanged by him for Lands allotted to the Lords of the said Manor marked on the said Plan 170 and 178, and on the remaining Part of the said North-west by Land allotted to the said *William Phillips Inge* marked on the said Plan 153, on the South by Lands sold by them the said Commissioners to the Proprietors of the said *Birmingham* Canal Navigation, and on the South-east by an Allotment therein-after made to the said Sir *Thomas Gooch* marked on the said Plan 156; and the said Commissioners did thereby order and direct that the Mounds and Fences for inclosing the last-described Allotment against the said Lodge Road should be made and for ever thereafter kept in repair by and at the Expence of the said Guardians and their Successors, and the Owners or Occupiers thereof for the Time being; one other Plot or Parcel of Land containing Two Acres and Twenty-one Perches or thereabouts, and marked on the said Plan 193, bounded on the North and East by the

Allotment

Allotment therein-after made to the Trustees of *Piddock*'s Charity, marked on the said Plan 192, on the South by Land sold by them the said Commissioners to the Proprietors of the *Birmingham* Canal Navigations, and on the West by the said *Winson Green* Road, marked C; and the said Commissioners did order and direct that the Mounds and Fences for inclosing the last-described Allotment, on the North against the said Allotment to the Trustees of *Piddock*'s Charity, marked on the said Plan 192, and on the West against the said *Winson Green* Road, should be made and for ever thereafter kept in repair by and at the Expence of the said Guardians and their Successors, and the Owners or Occupiers of the said Allotment for the Time being; One other Plot, Piece, or Parcel of Land containing Fourteen Acres Two Roods and Twenty-five Perches, or thereabouts, and marked on the said Plan 199, and bounded on the South by the said *Dudley* Road, on the West, on the South-west, and on the North-west by an Allotment therein-after made to the said *Lionel Colmore*, marked on the said Plan 198, on the North-east by Land sold by them the said Commissioners to the Proprietors of the *Birmingham* Canal Navigation, and on the South-east by the Allotment to the said *Samuel Lloyd* and *Edward Harford*, marked 200; and the said Commissioners did thereby order and direct that the Mounds and Fences for inclosing the last-described Allotment against the said *Dudley* Road, and the Allotment to the said *Lionel Colmore*, should be made and for ever thereafter be kept in repair by and at the Expence of the said Guardians and their Successors, and the Owners or Occupiers of the said Allotment for the Time being; which Four last-described Allotments made by the said Commissioners to the said Guardians contain together Thirty Acres, being the Quantity of Land directed by the said Act to be allotted to them: And whereas the Powers and Provisions of the said recited Act passed in the Twenty-third Year of the Reign of King *George* the Third have been found defective and insufficient for the Purposes thereby intended, and it is expedient that the same should be altered, amended, and enlarged, and that more effectual Provision should be made for the Relief, Maintenance, and Employment of the Poor of the said Parish of *Birmingham*, and for assessing, collecting, and regulating the Poor Rates of the said Parish: And whereas the said Town of *Birmingham* has become very populous, and is rapidly increasing in Size, and numerous Buildings have been erected in the Vicinity thereof, whereby the Lands and Hereditaments mentioned in the said Second and Third Schedules hereunto annexed are become valuable as Building Land; and it would be extremely beneficial to the said Parish if Powers were granted to demise the said Lands upon Building Leases, and if Powers were also given to sell and dispose of the Messuages, Lands, and Hereditaments comprised in the First, Second, and Third Schedules, and to apply the Purchase Money for the Purposes and in manner hereinafter mentioned: And whereas the Objects aforesaid cannot be accomplished without the Aid and Authority of Parliament: May it therefore please 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

Recited Act 23 G. 3. c. 54. repealed.

from and after the Expiration of Twenty-eight Days after the passing of this Act the said recited Act passed in the Twenty-third Year of the Reign of King *George* the Third, and all and every the Powers, Authorities, Matters, and Things whatsoever therein contained, shall be and the same is and are hereby declared to be repealed; and this Act shall then commence and take effect.

This Act not to repeal 49 G. 3. c. 81.

II. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to repeal an Act passed in the Forty-ninth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to authorize the raising of Money to defray the Expences of erecting a Prison and public Offices in the Town of* Birmingham *in the County of* Warwick, and that all the Powers and Authorities granted to and to be exercised by the Trustees therein named shall, from and after the Commencement of this Act, be vested in and exercised by the Guardians appointed by this Act in the same Manner as if they were appointed Trustees by virtue of the said first-mentioned Act.

All Rates, &c. made by the former Act to remain in force;

and Overseers duly appointed to continue to act.

III. Provided always, and be it further enacted, That all Rates and Assessments, and all Contracts, Stipulations, and Agreements made and entered into, and all other Matters and Things done under or by the Authority of the said Act hereby repealed, prior to the Commencement of this Act, shall remain in full Force and Effect, and shall be as effectual and binding upon all the Parties thereto as if such Act remained in force; and every such Rate and Assessment may be collected and levied by such Ways and Means as the same would or might have been collected and levied if this Act had not been passed; and such of the Overseers of the Poor of the said Parish of *Birmingham* as have been or shall be, prior to the Commencement of this Act, duly appointed under the said Act hereby repealed, shall, notwithstanding the Repeal of the said Act, exercise all the Powers and Authorities of their Office until their said Offices shall expire, and other Overseers shall be duly appointed, as hereinafter provided.

Officers under the former Act to account, &c.

IV. And be it further enacted, That every Clerk, Treasurer, Collector, Assistant Overseer, or other Person who shall have been duly appointed prior to the Commencement of this Act, shall and may continue to exercise the Duties of his Office until he shall be re-appointed, or some other Person shall be appointed in his Stead, under the Provisions of this Act; and every such Clerk, Treasurer, Collector, Assistant Overseer, or other Person, in whose Custody or under whose Controul any Money received or collected for any of the Purposes of the said Act hereby repealed or the said Act passed in the Forty-ninth Year of King *George* the Third, as aforesaid, shall be or remain at the Commencement of this Act, shall be and continue liable to pay, deliver up, and account for the same to the Guardians, Church-wardens, and Overseers of the Poor acting in the Execution of this Act, as if such Money had come to the Hands of any such Clerk, Treasurer, Collector, Assistant Overseer, or other Person by virtue of this Act, and as if they had been appointed by this Act.

V. And

Bonds or Securities given to the Guardians and Overseers under the said recited Act to remain in force.

V. And be it further enacted, That all Bonds, Mortgages, Assignments, Leases, Grants, Conveyances, Annuities, and other Securities made or granted to or by the Guardians, Churchwardens, and Overseers, or to or by any Person or Persons, Bodies Politic or Corporate, acting by virtue of or on the Credit or under the Authority of the said Act hereby repealed, or the said Act passed in the Forty-ninth Year of King *George* the Third, before referred to, or any other Act now in force, shall be as good, valid, and effectual as if the said Act hereby repealed had remained in force; and all Bonds, Mortgages, Assignments, Leases, Grants, Conveyances, Annuities, and other Securities granted to or held by the Guardians or any of them under the said Act hereby repealed, or the said Act passed in the Forty-ninth Year of King *George* the Third, shall from the Commencement of this Act be vested in the Guardians hereby appointed, and their Successors.

Books under the Act repealed to be Evidence.

VI. And be it further enacted, That every Book containing the Accounts and Proceedings of the Guardians appointed under the said recited Act hereby repealed, or containing any Orders or Agreements made or entered into by them, such Book being kept and signed in manner directed by such Act, shall and may be given in Evidence in all Cases of Appeal, and in all Prosecutions, Suits, and Actions whatsoever.

Incorporating the Guardians of the Poor.

VII. And be it further enacted, That such Person or Persons as at the Time of the Commencement of this Act shall be Guardians of the Poor of the said Parish of *Birmingham* under or by virtue of the said Act hereby repealed, and their Successors, to be elected and appointed in manner hereinafter directed, shall from and after the Commencement of this Act be and they are hereby declared to be one Body Politic and Corporate in Name, Fact, and Deed, by the Name of "The Guardians of the Poor of the Parish of *Birmingham*," and by that Name shall have perpetual Succession, and from thenceforth and for ever remain and continue to be one Body Politic and Corporate in Law to all Intents and Purposes, and shall have a Common Seal, and shall be enabled to sue and be sued by that Name in all Courts and Places of Judicature within these Realms, and by that Name shall and may from Time to Time, without Licence in Mortmain, purchase any Lands, Tenements, or Hereditaments for the Purposes of this Act, not exceeding Five Acres, and take or receive any Lands, Tenements, or Hereditaments, and take and receive the Gift, Alienation, and Devise of any Person or Persons, for any Estate or Interest whatsoever, and by that Name the said Corporation may and are hereby empowered, under their Common Seal, from Time to Time to convey, assign, release, transfer, or dispose of such Lands, Tenements, or Hereditaments, Stock in the Public Funds, Money, Securities for Money, Goods or Chattels, or any other Lands, Tenements, or Hereditaments vested in them by this Act, or which the said Corporation may hereafter acquire, purchase, or possess for the Purposes of this Act, as there shall be Occasion.

Members of Corporation.

VIII. And be it further enacted, That the said Corporation shall at all Times consist of One hundred and eight Persons, to be elected in manner

manner hereinafter directed, together with such other Persons as are or shall have become Churchwardens and Overseers of the Poor of the Parish of *Birmingham* within the Periods hereinafter mentioned.

For filling up Vacancies by Death, &c. of Members of Corporation.

IX. And be it further enacted, That in case at the Time of the Commencement of this Act the Number of Persons who shall be Guardians of the Poor of the said Parish under and by virtue of the said Act hereby repealed shall from Death or otherwise be fewer than One hundred and eight Persons, the Vacancies shall be forthwith filled up in the Manner hereinafter directed for the filling up of Vacancies occasioned by the Death of any of the Guardians of the Poor to be appointed by virtue of this Act, and the Persons so elected into the said Vacancies shall be Guardians of the Poor for the same Time, and with the same Power and Authority, as if they had been Guardians of the Poor at the Time of the Commencement of this Act.

Continuance of original Members.

X. And be it further enacted, That the several Persons who at the Time of the Commencement of this Act shall be Guardians of the Poor of the Parish of *Birmingham* by virtue of the said Act hereby repealed, or who shall be elected as herein-before is mentioned, shall be and continue Guardians of the Poor of the said Parish, and shall be Members of the Corporation hereby created, (unless they or either of them shall sooner die or be disqualified, as in this Act is provided,) until the Twenty-fifth Day of *March* which will be in the Year of our Lord One thousand eight hundred and thirty-four, on which Day the said Persons shall cease to be Guardians of the Poor of the said Parish and Members of the said Corporation.

Meetings of Rate Payers in 1834 and every Third Year afterwards, for electing Members.

XI. And be it further enacted, That a Meeting of the Rate Payers of the said Parish of *Birmingham* who shall be assessed and pay to the Relief of the Poor of the said Parish in respect of Property of the annual Value of Twelve Pounds or upwards shall be held at the Public Office, or some other convenient Place in the Town of *Birmingham*, to be specified as hereinafter mentioned, on the Twenty-fifth Day of *March* One thousand eight hundred and thirty-four, and on the Twenty-fifth Day of *March* in every third Year from and after the said Year One thousand eight hundred and thirty-four, at Ten o'Clock in the Forenoon, for the Purpose of electing and appointing One hundred and eight fit Persons, then being Rate Payers of the said Parish of *Birmingham*, and qualified as by this Act is directed, to be Guardians of the Poor of the said Parish for the Period of Three Years next ensuing every such Election and Appointment respectively, and no longer: Provided always, that when the said Twenty-fifth Day of *March* shall in any Year happen to fall on *Good Friday* or on a *Sunday*, then the said Election shall be holden on the first *Tuesday* after the said Twenty-fifth Day of *March*.

Notice of Election.

XII. And be it further enacted, That Notice of every Meeting of the Rate Payers of the said Parish of *Birmingham* for the Election and Appointment of such Guardians, specifying the Time and Place of such Meeting, shall be affixed upon the Doors of the several Parish Churches in the Town of *Birmingham* on the Two *Sundays* next preceding

preceding the Day on which such Election and Appointment is directed to be held, and shall also be inserted and published Twice by the said Guardians in some One or more public Newspaper or Newspapers printed and circulated in the said Town of *Birmingham*.

What Rate Payers entitled to vote.

XIII. And be it further enacted, That no Person shall be entitled to be present or to vote at any Meeting of Rate Payers for the Election of Guardians, or at any other Meeting of Rate Payers held under the Powers of this Act, who shall not have been assessed for the Space of Six Months prior to such Meeting in the Rates made for the Relief of the Poor in respect of Property of the annual Value of Twelve Pounds at the least, and who shall not have paid One Day previous to such Meeting the whole of the Sum charged upon him by all the Rates which shall have been duly made and published One Calendar Month before the said Meeting.

Certificate to be given on Payment of Rates.

XIV. And be it further enacted, That every Rate Payer duly paying the whole of the Sum charged upon him by any Rate for the Relief of the Poor duly made and published One Month before any such Meeting shall be entitled to receive, and the Overseers and Assistant Overseers for the Time being are hereby respectively required, upon the Receipt of such Rate, and the Application of such Rate Payer, to deliver or cause to be delivered to him a Certificate of such Payment having been made, to the Effect following; (that is to say),

'I do hereby certify, That *A. B.* of *Street, Birmingham*, District , has duly paid the whole Amount of the Rates made for the Relief of the Poor up to the Day of last. Dated the Day of One thousand eight hundred and .'

Clerk or Agent of a Corporation may vote.

XV. And be it further enacted, That in all Cases where any Corporation, or Body Politic or Corporate, or Company, shall be charged to the Rate for the Relief of the Poor of the said Parish, either in the Name of such Corporation, or of any Officer of the said Corporation or Company, it shall and may be lawful for the Clerk, Secretary, Steward, or other Agent of such Corporation, or Body Politic or Corporate, or Company, duly authorized for that Purpose, to be present at any Meeting of the Rate Payers for carrying this Act into execution; and such Clerk, Secretary, Steward, or other Agent as aforesaid, shall be entitled to vote at such Meeting in like Manner as by this Act any Rate Payer present at such Meeting may or ought to vote.

How Chairman to be appointed.

XVI. And be it further enacted, That the Rate Payers so assembled in pursuance of such Notice shall forthwith nominate and appoint, by a Majority of Votes, One of the Rate Payers then present to be Chairman of and to preside at such Meeting to be held for the Election of Guardians by virtue of this Act; and Minutes of the Proceedings and Resolutions of every such Meeting shall be fairly and distinctly entered into a Book, to be provided for that Purpose by the Guardians of the Poor for the Time being, and shall be signed by the Chairman and by such other of the Rate Payers present as shall choose to sign the same: Provided always, that the senior Church-

warden present, or, in the Absence of all the Churchwardens, One of the Overseers of the Poor, shall preside at the Election of the said Chairman.

Manner of voting.

XVII. And be it further enacted, That every Rate Payer of the said Parish so qualified as aforesaid, who shall vote at the Election of the Guardians of the Poor of the said Parish, shall and may, having first delivered to the Chairman appointed at such Meeting such Certificate of having paid his Rates as aforesaid, deliver in to the said Chairman the Christian and Surname, Residence, and Occupation of any Number of Persons, being Rate Payers of the said Parish, and qualified as is by this Act required, not exceeding One hundred and eight in the whole, fairly written or printed upon separate Pieces of Paper or Tickets; and the Chairman of such Meeting, or any Person or Persons whom he may nominate for that Purpose, shall ascertain what Number of Votes have been delivered in for each respective Person named on such Pieces of Paper or Tickets; and such One hundred and eight Persons, duly qualified as required by this Act, who shall upon such Examination as aforesaid be found and by Writing signed by the said Chairman shall be declared to have a Majority of Votes, shall be deemed duly elected; and the said One hundred and eight Persons shall be and are hereby constituted and shall be called "The Guardians of the Poor of the Parish of *Birmingham*," for carrying this Act into execution, and the several Powers and Authorities hereby given and granted: Provided always, that the said Lists shall be delivered to the said Chairman between the Hours of Ten o'Clock in the Forenoon and Three o'Clock in the Afternoon of the same Day.

Chairman to have a casting Vote.

XVIII. And be it further enacted, That in case of an Equality of Votes, including the Vote of the said Chairman, appearing for any Person named in the Lists, the Chairman shall have a double or casting Vote.

Guardians to continue for Three Years, and may be re-elected.

XIX. And be it further enacted, That the said Persons so elected and chosen to be Guardians of the Poor of the said Parish at such Meeting as aforesaid shall be and continue Guardians of the Poor and be authorized and empowered to act as such for and during the Period of Three Years from and after the said Election, and no longer: Provided always, that the said several Persons who shall go out of Office from Time to Time on the Expiration of such Three Years as aforesaid shall nevertheless be capable of being re-elected and appointed Guardians, if they shall be duly qualified as by this Act is directed.

Former Guardians to continue till new Guardians elected.

XX. And be it further enacted, in case any Election of the Guardians of the Poor of the said Parish shall not be completed on the said Twenty-fifth Day of *March* in any Year, That then and in such Case the Guardians of the Poor for the Time being shall continue to be such Guardians, and are hereby authorized and empowered to execute and perform all the Duties of the said Office, until such Election shall be completed, any thing in this Act to the contrary notwithstanding.

XXI. And

For supplying Vacancies in Cases of Death, Resignation, or Insolvency of Guardians.

XXI. And be it further enacted, That if any Guardian who shall be in Office at the Time of the Commencement of this Act, or who shall at any Time thereafter be elected under the Powers of this Act, shall die, or shall cease to be a Rate Payer of the Parish of *Birmingham*, or shall refuse to act or qualify within Six Months after such Election, or shall become bankrupt, or shall compound with his Creditors, or shall become disqualified or incapable of acting, or, by Writing under his Hand, delivered to the Clerk of the said Guardians for the Time being, shall resign his Office, it shall be lawful for the remaining Guardians, and they are hereby required, at their next Quarterly Meeting to be held after such Vacancy shall have arisen, at which Meeting not less than Twelve Guardians shall be present, to elect one other Person, being a Rate Payer of the said Parish, and duly qualified as by this Act is required, to supply the Place of each Guardian whose Place shall have become vacant as aforesaid, upon Notice in Writing, signed by the Clerk for the Time being of the said Guardians, of such Election, being previously given to or left at the House or last Place of Abode of each of the said remaining Guardians, Three Days at least, exclusive of the Day of delivering the same and of the Day of meeting; and every Person so elected is hereby invested with the same Powers for carrying this Act into execution, and shall and may and is hereby authorized and empowered to act, to all Intents and Purposes, in as full, large, and ample a Manner, and for the same Period of Time, and no longer, as the Person in whose Stead he shall be so elected would or might have acted: Provided always, that in case any Guardian shall not attend at least Twice in every Year, to be computed from the Twenty-fifth Day of *March* in every Year, at some of the Meetings of Guardians to be held for putting this Act into execution, then and in every such Case every such Guardian shall cease to be and is hereby declared to be disqualified from acting as a Guardian as aforesaid, and another Guardian shall and may, in manner aforesaid, be appointed in his Room, unless such Guardian shall have been prevented from attending as aforesaid by Absence from Home, Illness, or other sufficient Cause of Excuse, to be approved by the said Guardians: Provided also, that such Person so becoming disqualified as last aforesaid to act as a Guardian shall not thereby become incapable of being again appointed a Guardian of the Poor of the said Parish.

Churchwardens and Overseers to be Guardians by virtue of their Office.

XXII. And be it further enacted, That the Churchwardens and Overseers of the Poor of the said Parish for the Time being shall be and they are hereby declared by virtue of their Office to be Guardians of the Poor within the true Intent and Meaning of this Act, and shall continue to act as such Guardians until the Expiration of their said Offices respectively, and from thenceforth until the next Election of Guardians of the Poor of the said Parish: Provided always, that such Churchwardens and Overseers shall not after they go out of Office as aforesaid be compellable to act as Guardians.

Guardians invested with the same

XXIII. And be it further enacted, That the Guardians who shall be in Office at the Time of the Commencement of this Act, and all other

Powers as Overseers.

other the Guardians to be hereafter chosen and appointed, shall have full Power and Authority, and are hereby fully authorized and empowered, during the Time which they shall respectively continue to be Guardians of the Poor of the said Parish, to act as Overseers of the Poor of the said Parish in all things appertaining to the Office of Overseer of the Poor of the said Parish, except with regard to the making and collecting of Rates, though the same may not be particularly specified and mentioned in this Act, and in the same Manner in all Cases as if every such Guardian was regularly appointed an Overseer of the said Parish, and as fully and effectually to all Intents and Purposes as such Overseers of the Poor now have or hereafter shall have a Power to act by virtue of any Act of Parliament or otherwise howsoever.

Justices to proceed on Complaint of the Guardians in like Manner as upon the Complaint of the Churchwardens and Overseers.

XXIV. And be it further enacted, That in all Cases where One or more Justice or Justices of the Peace is, are, or may be empowered to proceed upon the Complaint of the Churchwardens and Overseers of the Poor of any Parish, it shall and may be lawful for such Justice or Justices of the Peace, and he and they is and are hereby required, to proceed on the Complaint of any of the said Guardians in such and the like Manner to all Intents and Purposes as if such Complaints had been made by such Churchwardens or Overseers, or any of them.

Guardians not exempt from being appointed Overseers.

XXV. Provided also, That nothing in this Act contained shall exempt or be construed to exempt any Guardian of the Poor, to be chosen and appointed in pursuance of this Act, from being appointed to or serving the Office of Overseer of the Poor of the said Parish, nor shall any thing in this Act contained, vesting a Power in such Guardians for the Time being to act as Overseers of the Poor of the said Parish as aforesaid, extend or be construed to extend to make any Guardian, unless he shall be actually appointed an Overseer of the Poor liable or compellable to receive or collect any Rate made or granted for the Relief of the Poor of the said Parish.

Qualification of Guardians.

XXVI. And be it further enacted, That no Person shall be capable of being elected or acting as a Guardian of the Poor of the said Parish, in the Execution of this Act, except the Churchwardens and Overseers of the said Parish for the Time being, unless he shall be assessed in the Rates made for the Relief of the Poor of the said Parish at not less than Twenty Pounds *per Annum* for Lands, Tenements, or Hereditaments or Property within the said Parish of *Birmingham*, and shall pay the full Amount of the Sum charged upon him; and no Person during the Time he shall hold any Place of Profit under the said Guardians shall be capable of being elected or acting as a Guardian in execution of any of the Powers of this Act.

No Person to be capable of acting as a Guardian until he shall have made a Declaration.

XXVII. And be it further enacted, That no Person shall be capable of acting as a Guardian of the Poor in the Execution of this Act until he shall have subscribed before any Two or more of the said Guardians a Declaration in the Words or to the Effect following; that is to say,

'I *A. B.*

'I *A. B.* do hereby solemnly declare, That I will truly, impartially, and honestly execute the Duties incumbent upon me and the Trusts reposed in me as a Guardian of the Poor of the Parish of *Birmingham* by virtue of an Act passed in the Second Year of the Reign of His Majesty King *William* the Fourth, intituled [*An Act, et cetera, here set forth the Title of this Act.*] Dated the Day of Declaration.

'Witness,
'*C. D.*
'*E. F.* } Two Guardians.' *A. B.*'

XXVIII. Provided always, and be it further enacted, That if any Person, after Notice in Writing shall have been given to him by any Five or more of the said Guardians of his having become disqualified, shall continue to act as a Guardian in the Execution of this Act, without being duly qualified as aforesaid, or being disqualified for any of the Reasons herein-before stated, or not having subscribed the Declaration herein-before set forth, he shall for every such Offence forfeit the Sum of Fifty Pounds, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts at *Westminster*, by any Person or Persons who shall sue for the same, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed; and every Person so prosecuted or sued shall prove that he is qualified as aforesaid, or shall pay the said Penalty, upon Proof being given of his having acted as a Guardian in the Execution of this Act after having received such Notice as aforesaid. Penalty on Guardians acting not being qualified.

XXIX. And be it further enacted, That no Person elected and chosen as a Guardian of the Poor of the said Parish shall directly or indirectly hold or enjoy any Place of Profit or Advantage under this Act, nor enter into or be in any Manner interested or concerned, by himself, Partners or Agents, in any Contract or Agreement to be made or entered into under or by virtue of this Act, under the Penalty of One hundred Pounds, to any Person who may sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, by Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed. No Guardian to hold a Place of Profit or to be concerned in any Contract.

XXX. And be it further enacted, That the First Meeting of the said Guardians for putting this Act into execution shall be held at the Public Office in *Birmingham* aforesaid upon the second *Tuesday* after the Commencement of this Act, at the Hour of Ten in the Forenoon; and after every new Election of Guardians under the Powers of this Act a Meeting shall also be held at the Public Office aforesaid, or at some other convenient Place, on such Day and Hour as shall be fixed by the Chairman of the Meeting at which such Election shall take place, not exceeding Fourteen Days from the Day of such Election; and the Guardians then and there present shall and may take and adopt such Measures for putting this Act into execution as may appear requisite in that Behalf, and shall then and from Time to Time afterwards adjourn First Meeting of the Guardians.

adjourn their Meeting, and meet again at the same Place, or in such other convenient Place within the said Parish, and at such Time or Times, as the said Guardians, or the major Part of them present at the Meeting at which the Adjournment shall take place, shall from Time to Time think proper and convenient for the due Execution of this Act, Notice in Writing under the Hand of their Clerk for the Time being being given to or left at the last or usual Place of Abode of each Guardian Three clear Days before such Meeting.

If Meetings do not consist of 12 Guardians, an Adjournment to take place.

How Special Meetings shall be called.

XXXI. And be it further enacted, That every Meeting of Guardians for putting this Act into execution, except the Meetings of Committees hereinafter mentioned, shall consist of Twelve Guardians at the least; and if it shall happen that at any such Meeting, or any Adjournment thereof, such Number shall not be present, or if at any Time it should be thought necessary that a Special Meeting of the said Guardians should be holden on any earlier Day than the Day to which such Meeting shall have been adjourned, or for Want of a proper Adjournment at any Meeting of the said Guardians, and whenever a Special Meeting is required to be held by this Act, then and in every such Case the Clerk of the said Guardians (on an Order signed by Five or more of them, mentioning the Time, Place, and Purpose of such Meeting,) shall forthwith give Notice of a Meeting to be holden on such Day, and at such Time and Place, and for such Purpose as in the said Order shall be mentioned, such Day not being less than Three clear Days after such Notice.

No Act to be valid unless at a Meeting.

XXXII. And be it further enacted, That at all Meetings of the said Guardians, One of the Guardians present, to be elected and chosen by the major Part of the Guardians then present, shall preside as Chairman, and no Act done at any Meeting shall be valid unless the Majority of the Guardians present shall concur therein; and all Matters, Transactions, and Things which shall be disputed or come in question at any Meeting shall, if required by any One of the Guardians present, be settled and determined by Ballot; and in case at any Meeting there shall be an equal Number of Votes upon any Question, including the Vote of the Chairman, such Chairman shall have a double or casting Vote.

Guardians not to have a Voice where interested.

XXXIII. And be it further enacted, That in case any Difference shall arise between the said Guardians at any of their Meetings in respect of any Matter or Thing relating to the Execution of this Act, or the Matter herein contained, wherein any Guardian shall or may be concerned or interested, the Guardian so concerned shall have no Voice, but shall, after he or they shall have been adjudged by the major Part of the Guardians then present to be concerned or interested in any Matter relating to such Difference, withdraw during the Debate of such Difference, and in case he shall refuse or neglect so to do he shall forfeit any Sum not exceeding Five Pounds, to be levied as hereinafter is mentioned.

Power to appoint Committees.

XXXIV. And be it further enacted, That it shall be lawful for the said Guardians hereby appointed, and to be elected and appointed under

under this Act, for the Time being, and they are hereby required, at their First Meeting for putting this Act into execution, or some Adjournment thereof, to divide themselves into such and so many distinct Committees, to consist of such Number of Persons as the said Guardians shall think requisite; and it shall be lawful for the said Guardians to define the Duties to be performed by such Committees, and for such Committees to execute such Duties touching the Order, Management, Employment, Relief, and Maintenance of the Poor of the said Parish, and the Application of the Monies to be raised from Time to Time for those Purposes, and otherwise in carrying this Act into execution; and such Committees shall respectively deliver in to the Guardians at the several Quarterly Meetings to be held as directed by this Act a General Report in Writing of their Transactions, and of the State and Condition of the Department over which they shall preside, and the Expenditure in respect thereof; and all Acts and Payments done and made by the said respective Committees (except as to the usual and necessary Orders for Payment of Money for the Relief or Employment of the Poor) shall be subject to the Confirmation of the said Guardians: Provided always, that any Guardian is hereby authorized, if he shall think fit, to attend all or any of the Meetings of such distinct Committees, and to act, proceed, and vote at the said Meetings to all Intents and Purposes as if he were specially appointed upon such Committee: Provided also, that every Meeting of each Committee shall consist of at least Five Guardians, who shall choose a Chairman, and such Chairman shall have a casting or a double Vote, in case of an Equality of Votes upon any Question discussed by such Committee; and in case such Number do not assemble, an Adjournment shall take place, and the said Committee shall be summoned by the Clerk of the said Guardians to meet on some Day not more than Seven Days from such Adjournment.

Number to constitute a Committee Meeting.

XXXV. And be it further enacted, That the said Guardians shall have full Power and Authority at their Meetings to make Rules, Orders, and Regulations for the better governing, employing, and supporting the Poor of the said Parish, and for the carrying on any Trade that shall be established for the Employment of the said Poor, or for regulating the Conduct of their own Members, and for other the Ends and Purposes of this Act, and from Time to Time afterwards to repeal, alter, or amend such Rules, Orders, and Regulations, as to the said Guardians shall seem meet, so that such Rules, Orders, and Regulations are not repugnant to the Laws of the Land, or any thing in this Act contained: Provided always, that no such Rules, Orders, and Regulations shall be good, valid, and effectual until confirmed by a second or subsequent Meeting, at which Meeting Twelve Guardians at the least shall be present; and the Summonses for such Meeting for the making or Confirmation or repealing of such Rules, Orders, and Regulations, shall express that such Meeting is for that Purpose in particular.

Power to make Rules, Orders, &c.

No Rules, &c. to be valid till confirmed at a subsequent Meeting.

XXXVI. And be it further enacted, That the said Guardians shall, independently of all other Meetings, hold Four Quarterly Meetings in every Year, the first of which Meetings shall be holden upon the second

Guardians to hold Quarterly Meetings for

adjusting Accounts, &c.

second *Tuesday* next after the first of the quarterly Days hereinafter mentioned which shall first happen after the Commencement of this Act, and all future Quarterly Meetings shall be held upon the second *Tuesday* next after the respective Days following, *videlicet*, the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, at which Quarterly Meetings the Accounts of the Treasurer to the said Guardians, and all other Accounts relative to the Execution of this Act, shall be examined and adjusted, and signed, if approved of by the said Guardians, by the Chairman of the said Quarterly Meeting, and each of the said respective Committees shall deliver a General Report of the Business, Transactions, Matters, and Things done and ordered by them, and the Sums of Money by them ordered to be paid in respect thereof, and such Resolutions and Minutes shall be made as the Majority of the Guardians present shall think fit.

Books of Proceedings to be kept;

and to be Evidence.

XXXVII. And be it further enacted, That a Book or Books shall be kept by the said Guardians, in which fair and regular Entries shall be made of the Names of the several Guardians who shall be present at the respective Meetings, and of all the Rules, Orders, Regulations, Acts, Directions, and Proceedings of the said Guardians relative to the Execution of this Act, and the same shall be subscribed by the Chairman of the respective Meetings; and all such Entries, being so signed, shall be deemed Originals, and shall be allowed to be used in Evidence in all Courts whatsoever, in all Causes, Suits, and Actions touching any thing done in pursuance of this Act; and such Book and Books shall be kept by the Clerk of the said Guardians at the Workhouse for the Time being, in such secure Place or Places as the Guardians shall from Time to Time direct, and shall at every such Meeting, and at all other reasonable Times, be open and subject to the Inspection of the said Guardians and Rate Payers of the said Parish.

Guardians to appoint Treasurer, Clerk, and other Officers.

XXXVIII. And be it further enacted, That it shall be lawful for the said Guardians hereby appointed, and to be elected and appointed under this Act, at their First or any other Meeting, to appoint One or more Treasurer or Treasurers, Clerk or Clerks, Governor or Governors, Steward or Stewards, Matron or Matrons, Surgeon or Surgeons, and such other Officer or Officers, Servant or Servants as they shall think fit or from Time to Time find necessary, for the Purpose of carrying this Act into execution, and for the Government, ordering, Employment, and Regulation of the Poor maintained in the Workhouse, Asylum, or Infirmary of the said Parish, or employed by the said Guardians in the said Workhouse and Asylum, or elsewhere, and to fix such Salaries or other Remuneration as they shall think fit, and pay the same out of the Monies to be raised for the Relief of the Poor: Provided always, that it shall not be necessary to reappoint such Officers or Persons at each new Election of Guardians, and that it shall be lawful for the said Guardians for the Time being, at a Special Meeting to be called for that Purpose, to remove any such Officers or Persons as aforesaid as the said Guardians shall from Time to Time see Occasion, and thereupon, as also in the Event of the Resignation

or

or Death of any such Officers or Persons, to appoint others in their Stead.

Offices of Clerk and Treasurer not to be held by the same Person.

XXXIX. And be it further enacted, That it shall not be lawful for the Guardians to continue or appoint any Person or Persons who may be continued or appointed as their Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk of any Person in the Service or Employ of such Clerk, to be the Treasurer for the Purposes of this Act, or to continue or appoint any Person or Persons who may be continued or appointed a Treasurer for the Purposes of this Act, or the Partner or Partners of any such Treasurer, the Clerk to the said Guardians for executing this Act; and if any Person shall act in both the Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of any such Clerk, or the Clerk or any Person in the Service or Employ of any such Clerk, shall act as Treasurer, or being a Partner of any such Treasurer shall act as Clerk in the Execution of this Act, or if any such Treasurer shall hold any Place or Office of Profit or Trust under the said Guardians other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who may sue for the same, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager at Law, nor more than One Imparlance, shall be allowed.

Guardians required to take Security from Treasurer and Officers.

XL. Provided always, and be it further enacted, That the said Guardians shall and they are hereby required to take sufficient Security from every Treasurer to be appointed by virtue of this Act for the due and faithful Execution of his Office by the Bond of the Person who shall be so appointed, and of Two or more Persons as his Sureties, to be approved of by the said Guardians, before such Treasurer shall enter upon his Office, and if they shall so think proper shall and may also take Security from any other Officer to be appointed or continued under or by virtue of this Act.

Treasurer and other Officers to account.

XLI. And be it further enacted, That every Treasurer, Officer, and other Person who shall be appointed or continued by virtue of this Act or the said recited Act, and also every other Person to whom the Collection and Receipt of the Rates and other Monies hereby authorized to be raised shall under the Provisions herein contained belong, shall from Time to Time, whenever thereunto required by the said Guardians for the Time being, make out and deliver to the said Guardians, or the Clerk of the said Guardians, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him had, collected, or received for the Purposes of this Act, and how and to whom and for what Purpose the same and every Part thereof hath been disposed of, together with the Vouchers and Receipts for all such Payments, Disbursements, and Dispositions which shall have been or shall be alleged to have been made thereof; and every such Treasurer, Collector, Officer, and Person respectively shall and is hereby required to pay to the said Guardians, or such other Person as they shall at any Meeting of Guardians appoint to receive the

the same, all such Monies as upon the Balance of such Account shall appear to be due and owing from him on account of Monies authorized to be raised for the Purposes of this Act or the said recited Act, to the said Guardians; and if any such Treasurer, Officer, or Person shall refuse or neglect to render and deliver such Account as aforesaid, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required, or shall neglect or refuse to deliver to the said Guardians, or to such Person as they shall in manner aforesaid appoint, within Fourteen Days after being thereunto required by the said Guardians, or by any Order of any Meeting of Guardians, all Books, Papers, and Writings in his Custody or Power belonging to the said Guardians relating to the Execution of this Act, then and in every such Case Complaint being made by the said Guardians, or by any Person on the Behalf of the said Guardians, to any Two Justices of the Peace for the County, Riding, City, Town, or Place where such Treasurer, Officer, or Person so neglecting or refusing shall be living, or reside, or carry on Trade or Business, such Justices are hereby authorized and required, by Warrant under their Hands and Seals, to cause such Treasurer, Officer, or Person to be brought before them or any other Justices of the same County, Riding, City, Town, or Place, and such Justices are hereby authorized and required, upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and settle the said Account, if produced, in such Manner as the said Guardians might have done, and if upon the Confession of such Treasurer, Officer, or Person against whom such Complaint shall be made, or by the Account, if produced, it shall appear to any such Justices that any of the Monies which shall have been collected or received shall be in the Hands of or owing from such Treasurer, Officer, or Person, such Justices of the same County, Riding, City, Town, or Place may and are hereby authorized, upon Nonpayment thereof, by Warrant under their Hands and Seals to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Treasurer, Officer, or Person respectively; and if no Goods or Chattels can be found sufficient to answer or satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Treasurer, Officer, or Person shall not appear (without sufficient Excuse), or if appearing shall neglect or refuse to make out and deliver to the said Justices such Account in Writing as aforesaid, or to produce and deliver to the said Justices the several Vouchers and Receipts, or to deliver up as aforesaid all such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justices, or any Two other Justices of the same County, Riding, City, Town, or Place, are hereby authorized and required, by Warrant under their Hands and Seals, to commit such Treasurer, Officer, or Person to the Common Gaol or House of Correction of the County, Riding, City, Town, or Place where he shall be living or reside, or carry on Trade or Business as aforesaid, there to remain without Bail or Mainprize until he shall have delivered up the Vouchers and Receipts relating thereto, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale (if any) as shall in that respect

respect have been made, or until he shall have compounded with the said Guardians, and paid the Composition Money to the said Guardians, or to such Person as they shall appoint to receive the same (and which Composition the said Guardians are hereby empowered to make), and shall have delivered up as aforesaid such Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Guardians: Provided always, that no such Person who shall be committed for Want of a sufficient Distress only shall be detained in Prison by virtue of this Act for any longer Time than Six Calendar Months.

Accounts to be made out yearly, and inspected.

XLII. And be it further enacted, That in the Month of *June* in every Year a true Abstract shall be made and stated of all Money received and paid by the said Guardians during the preceding Year ending upon the Twenty-fifth Day of *March*, by virtue of this Act, and stating from what Sources the same have been received, and for what Purposes applied; and such Account, together with all Vouchers relating thereto, shall be deposited with the Clerk to the said Guardians, who shall permit any Person who shall have paid any Rate for the Relief of the Poor of the said Parish during the preceding Year to inspect the same, and to take Copies thereof at all seasonable Times, paying the Sum of One Shilling and no more for every such Inspection; and the said Clerk shall, upon Demand, forthwith give Copies of the same or any Part thereof, upon being previously paid at the Rate of Three-pence for every Seventy-two Words, and so in proportion for a less Number of Words; and such Abstract of Accounts shall be published in One or more Newspaper or Newspapers printed and circulated in the Town of *Birmingham*; and One Copy of such Abstract shall be also sent to each of the said Guardians.

Penalty on Clerk not permitting Inspection, and not giving Copies of Rates and Accounts.

XLIII. And be it further enacted, That in case the Clerk to the said Guardians shall not permit the Survey and Valuation hereinafter directed to be made of all Houses, Lands, Tenements, and Hereditaments within the said Parish of *Birmingham*, and every Rate made for the Relief of the Poor of the said Parish, and the Books containing the Proceedings of the said Guardians at their Meetings, and the Account of the Monies received and paid during the preceding Year, by virtue of this Act, and the Vouchers relating thereto, to be inspected at all seasonable Times by any Person who shall have paid any Rate for the Relief of the Poor of the said Parish, or shall neglect or refuse to give Copies of any such Survey or Valuation or Rate, or of any Entries in the said Books, or of the said Accounts and Vouchers, then and for every such Offence such Clerk shall forfeit and pay to the Party aggrieved the Sum of Five Pounds, to be recovered in such Manner as any Fines and Penalties may by this Act be levied and recovered.

Chaplain to be appointed.

XLIV. And be it further enacted, That it shall be lawful for the said Guardians, at their First or any other Meeting, to appoint a Clergyman, who shall be a Member of the Church of *England* as by Law established, to officiate as Chaplain in the Workhouse, Infirmary, or Asylum, on *Sundays* and other Days, and to instruct and assist in their

their Religious Duties the Poor who shall be in the said Workhouse, Infirmary, and Asylum; and the said Guardians are hereby authorized to pay the said Chaplain such Salary as they shall think right; and it shall be lawful for the said Guardians, at a Special Meeting to be called for that Purpose, to remove the said Chaplain, if they shall see Occasion; and thereupon, and also in the Event of his Resignation or Death, to appoint another in his Stead.

Poor may be visited by any other Clergyman or Minister.

XLV. And be it further enacted, That if any poor Person in the said Workhouse or Infirmary shall in case of Illness desire the Aid, at any reasonable Time, of any other Clergyman of the Church of *England*, or any Minister of any other Religious Persuasion, the Governor of the said Workhouse or Infirmary is hereby required to permit the Attendance of such Clergyman or Minister.

Guardians to appoint Assistant Overseers.

XLVI. And whereas the Inhabitants of the Parish of *Birmingham* in Vestry assembled have from Time to Time nominated and elected certain Persons to be Assistant Overseers, under the Powers of an Act of Parliament passed in the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to amend the Laws for the Relief of the Poor*, but owing to the great Population of the said Parish of *Birmingham* such Mode of Election has been found very defective; and it is expedient that the Guardians of the Poor of the said Parish should have Power to appoint such Assistant Overseers in future, and to remove all or any of the Assistant Overseers already appointed; be it therefore enacted, That it shall be lawful for the said Guardians at any Meeting, Three clear Days Notice of the particular Object of such Meeting having been previously given, to remove, or otherwise to continue, all or any of the Assistant Overseers already appointed, and from Time to Time, as often as it shall be deemed necessary, by Warrant under their Common Seal, to nominate and appoint such Number of Persons as they shall think expedient, not exceeding Twelve, to be Assistant Overseers, and to determine and specify the Duties to be by him or them executed or performed; and the said Guardians shall and they are hereby empowered from Time to Time to allot to each of the Persons who shall be so appointed Assistant Overseers such District or Districts of and belonging to the said Parish, or such Part or Parts thereof, as shall be deemed expedient and proper, and also to determine what Sum or Sums of Money shall be paid or allowed to the said Assistant Overseers respectively, by way of Salary or Poundage, for their Trouble in executing the Duties assigned to them; and every Person so appointed Assistant Overseer shall be and he is hereby authorized and empowered to execute all such of the Duties of the Office of Overseer of the Poor as shall in the Warrant of his Appointment be expressed, in like Manner, and as fully, to all Intents and Purposes, as the same may be executed by any ordinary Overseer of the Poor: Provided always, that all Persons so appointed Assistant Overseers shall before they proceed to act respectively give such sufficient and satisfactory Security by Bond, with Two or more Sureties, to the said Guardians, for the faithful Execution of their respective Offices, and Payment of the Money to be by them respectively received, and the Performance of the Duties of their Office, as the said Guardians shall require; and

Assistant Overseers to give Security.

in default thereof the Election and Appointment of such Person or Persons shall be void.

Power to remove Assistant Overseers.

XLVII. And be it further enacted, That it shall and may be lawful to and for the said Guardians, at any Meeting, Three clear Days Notice of the particular Object of such Meeting having been previously given, from Time to Time to displace and remove any of such Assistant Overseers so to be appointed as aforesaid, and as well in the Event of such Removal as in case any Assistant Overseer shall resign, die, or become incapable, either by reason of any mental or bodily Infirmity, to act further in the Execution of his Office, to nominate and appoint, in the Manner hereinbefore directed, some other Person in the Room or Place of every Assistant Overseer who shall be so removed, resign, die, or become incapable of acting as aforesaid: Provided nevertheless, that notwithstanding the Removal of any Assistant Overseer as aforesaid every Bond or Security given for the due Execution of the Office of such Assistant Overseer shall be as valid and binding until all Sums of Money due from such Assistant Overseer shall be duly accounted for as if such Removal had not taken place.

Assistant Overseers to pay over Money collected as often as the same amounts to 20*l.*

XLVIII. And be it further enacted, That every such Assistant Overseer shall from Time to Time as often as the Sums collected by him shall amount to Twenty Pounds pay over the same to the said Guardians, or their Treasurer, on account and for the Use of the said Guardians, without making any Deduction thereout for or on account or under the Pretence of any Salary or Poundage having accrued due thereon; and in case any such Assistant Overseer shall at any Time retain and have in his Hands any Sum or Sums of Money above the Sum of Twenty Pounds, which shall have been collected by virtue of this Act, for the Space of Seven Days, without paying over the same as aforesaid, every such Assistant Overseer shall, for every such Retention or Offence, forfeit and pay the Sum of Five Pounds, to be recovered either by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*, with full Costs of Suit, at the Suit of the said Guardians, in which Action or Suit no Essoign or Protection or Wager at Law, or more than One Imparlance, shall be allowed, or in such other Manner as any Fines and Penalties may by this Act be levied and recovered; and such Penalty shall be applied for the Purposes of this Act.

Guardians to have the Care of the Poor;

XLIX. And be it further enacted, That the said Guardians shall have the Care of and provide for the Maintenance of all the Poor of the said Parish, with Power to receive all such Persons into any Workhouse, Infirmary, or Asylum belonging to the said Guardians.

and with Power to employ the Poor.

L. And be it further enacted, That it shall be lawful for the said Guardians, or any Committee of the said Guardians, to cause any Person capable of Labour who shall apply for Relief, or who shall be received into any such Workhouse, Infirmary, or Asylum, to be employed in any Trade, Manufacture, or Employment, either in the said Workhouse or Asylum or elsewhere, as they shall think

proper, during the Time he shall continue to receive such Relief, or be in any such Workhouse, Infirmary, or Asylum; and shall and may for that Purpose only procure or purchase a sufficient Stock of Materials, and set up, use, and occupy any Trade, Mystery, or Occupation whatever in such Workhouse, Infirmary, Asylum, or other Buildings used therewith; and for the Purposes of this Act may sell and dispose of such Goods, Wares, and Merchandizes, or other Things, as shall be manufactured or made by such poor Persons, any Law, Usage, or Privilege to the contrary notwithstanding; and out of the Profits arising from any Work which shall be done by such poor Persons such Gratuities or Rewards may be distributed to the industrious and skilful, according to the Quality and Perfection of their Work, and of the Industry and good Character of the Persons executing the same, as to the said Guardians or any Committee of the said Guardians shall appear reasonable and proper, and the Remainder of the Profits shall be applied by the said Guardians to the Purposes of this Act.

Property in the Furniture to be vested in the said Guardians

Children of Persons receiving Relief to be taken care of.

LI. And whereas many Persons in the said Town of *Birmingham* who receive Parochial Relief would be enabled to provide for their Families by their Industry if their Children under Seven Years of Age could be taken care of during the Hours of Labour, and it would tend to diminish Crime and the Number of juvenile Offenders and Pauperism if such Children were placed during such Period in some Room or Place for their Protection: And whereas it would be beneficial if the Guardians had Authority to apply for the Purposes aforesaid a Portion of the Relief which such Persons would otherwise receive for their Children; be it therefore enacted, That it shall be lawful for the said Guardians to hire or rent from Year to Year, or to take on Lease for a Term of Years, such Rooms or Places as may be convenient for the Purpose, and to admit therein during the Day the Children under Seven Years of Age of such of the Poor of the Parish of *Birmingham* receiving Parochial Relief as may be willing to place them under the Protection of the said Guardians, and to be employed in such Way as the said Guardians may think most for their Benefit; and the said Guardians shall pay such Salaries to the Persons under whose Care such Children shall be placed as the said Guardians may think right: Provided always, that no Rooms or Places shall be hired or taken on Lease except by an Order made at a Special Meeting of Guardians to be called for the Purpose of considering the Expediency thereof, and the Rules and Regulations to which such Children shall be subject.

Overseers may bind out Apprentices.

Persons applying for Relief, though not Parishioners, compellable to go into the Workhouse.

LII. And be it further enacted, That where any Person, though not belonging to the said Parish, shall apply to the said Guardians or the Overseers of the Poor of the said Parish for Relief, it shall and may be lawful for the said Guardians and Overseers to compel all such Persons to come into, dwell, and inhabit in the Workhouse, Infirmary, or Asylum of the said Parish; and all such poor Persons shall be maintained therein during so long as he or they shall continue to be relieved by the said Parish; and during all such Time as such poor Person shall continue to be maintained in such Workhouse, Infirmary, or Asylum, he shall do and perform all such Work,

Labour,

Labour, Business, and Employment as the said Guardians of the Poor, by their Rules, Orders, and Regulations, shall in such Cases direct.

Property in the Furniture to be vested in the said Guardians.

LIII. And be it further enacted, That the Property of all Money, Securities for Money, Bonds, Bills of Exchange, Promissory Notes, Stock in the Public Funds, and all and every the Goods, Chattels, Furniture, Provisions, Clothes, Linen, and Wearing Apparel, Tools, Utensils, Materials, and Things whatsoever, at the Commencement of this Act had, bought, procured, and provided, or at any Time hereafter to be had, bought, procured, and provided, for the Use of the Poor of the said Parish, and for carrying into execution the several Purposes of this Act, shall be and the same are hereby vested in the said Guardians and their Successors, who are hereby authorized to bring any Action, or to prefer any Bill of Indictment relating to the same; and in such Action or Indictment it shall be sufficient to state the same to be the Property of the Guardians of the Poor of the Parish of *Birmingham*; and every Action and Indictment so laid shall be good in Law to all Intents and Purposes.

Appointment of Overseers.

LIV. And whereas the Number and Mode of appointing Overseers of the said Parish of *Birmingham*, directed by the said Act hereby repealed, has been found very beneficial; be it therefore enacted, That from and after the Commencement of this Act it shall be lawful for any Two of His Majesty's Justices of the Peace for the said County of *Warwick*, and they are hereby authorized and required, by Writing under their Hands and Seals, annually to nominate and appoint Twelve Persons, Inhabitants of the Parish of *Birmingham* aforesaid, to be Overseers of the Poor of the said Parish, Six of such Persons to be nominated and appointed on the Twenty-fifth Day of *March* in every Year, or within Fourteen Days next after the said Twenty-fifth Day of *March*, and the remaining Six of the said Persons to be nominated and appointed on the Twenty-ninth Day of *September* in every Year, or within Fourteen Days next after the said Twenty-ninth Day of *September*; and that every Person so to be appointed Overseer of the Poor shall continue to serve the Office of Overseer of the Poor for One Year from the Time of his Appointment; any Law or Custom to the contrary notwithstanding.

Overseers may bind out Apprentices.

LV. And be it further enacted, That it shall and may be lawful to and for the Overseers of the said Parish to be appointed as aforesaid, or any Five or more of them, to bind out as Apprentices any poor Children of the said Parish, according to the Directions of an Act passed in the Fifty-sixth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to regulate the binding of Parish Apprentices.*

Parish to be divided into Districts.

LVI. And be it further enacted, That it shall be lawful for the Overseers who shall be in Office at the Time of the Commencement of this Act, and for all future Overseers of the said Parish, to divide the said Town and Parish of *Birmingham* into such and so many separate Divisions or Districts as they shall think proper and convenient, for the

the more easy Collection of the Rates to be made for the Relief of the Poor therein.

A Survey and Valuation to be made of the Lands and Hereditaments within the Parish.

LVII. And be it further enacted, That the said Guardians, Churchwardens, and Overseers of the Poor of the said Parish of *Birmingham* shall from Time to Time cause a Survey and Valuation to be made of all Houses, Lands, Tenements, and Hereditaments within the said Parish of *Birmingham*, and of the annual Value thereof, and for that Purpose shall employ any Surveyor or Surveyors or other Person or Persons whom they shall deem competent for that Purpose, and out of the Monies to be received from the Rates for the Relief of the Poor shall pay such Sum or Sums of Money to every such Surveyor or Surveyors, or other Person or Persons so to be employed, for his or their Trouble, as shall be agreed upon between the said Guardians, Churchwardens, and Overseers, and such Person or Persons respectively.

The Poor Rates to be made from such Survey and Valuation.

LVIII. And be it further enacted, That when the said Survey and Valuation shall be completed the same shall be entered in a Book or Books to be provided for that Purpose, which shall be placed in some secure Place in the Workhouse of the said Parish of *Birmingham*, in the Custody of the said Churchwardens and Overseers of the Poor; and the Sum which shall be inserted in the said Survey and Valuation as the annual Value of all Houses, Lands, Tenements, or Hereditaments within the said Parish shall be taken and held to be the annual Value thereof for all the Purposes of this Act; and all Rates to be from Time to Time made by the Churchwardens and Overseers of the said Parish for the Relief of the Poor, shall be made upon a fair and equal Pound Rate upon the annual Value of all the Lands, Tenements, and Hereditaments inserted in such Survey or Valuation.

How Alterations shall be made.

LIX. And be it further enacted, That no Alteration shall be at any Time made in such Survey or Valuation, except the major Part of the Overseers of the Poor shall concur therein at some Meeting of the Overseers, when all Amendments or Alterations which the same may require, and Additions of other rateable Lands, Tenements, or Hereditaments, shall be inserted therein, under the Direction of the said Overseers.

No Survey to be made oftener than once in Seven Years.

LX. And be it further enacted, That no such Survey and Valuation shall be repeated or made oftener than once in every Seven Years from the Time of making the first Survey and Valuation under the Authority of this Act; and that until the said Survey and Valuation shall from Time to Time be completed the Rates for the Relief of the Poor shall be assessed and made according to the Assessment previously used and adopted.

For rating Landlords of Houses under 12*l.* per Annum, or let into

LXI. And be it further enacted, That in all Cases where by the said Survey or Valuation any House, Tenement, Building, Land, or Hereditament within the said Parish, shall be assessed at a yearly Value not exceeding Twelve Pounds, or where any House, Tenement, Building, Land, or Hereditament within the said Parish, whatever

the

the yearly Value of the same may be, shall be let to any weekly or monthly Tenant or Tenants, or shall be let in separate Apartments, furnished or unfurnished, for any Period of Time whatever, then and in every such Case it shall and may be lawful to and for the Churchwardens and Overseers, and they are hereby authorized and empowered, in and by any Rate to be made for the Relief of the Poor of the said Parish, to rate and assess the Landlord or Owner of every such House, Tenement, Building, Land, or Hereditament (such Landlord or Owner being the immediate Lessor of the actual Occupier or Occupiers thereof), for the Payment of such Rate; and every such Landlord or Owner shall from thenceforth, and until the Expiration of the Period for which such Rate shall be made, be rated to, and from Time to Time shall pay, the Rates charged upon the same; and upon Nonpayment thereof, the said Overseers or Assistant Overseers are hereby respectively authorized, by Warrant under the Hand and Seal of any One or more Justice or Justices of the Peace in and for the County of *Warwick*, to levy the same by Distress and Sale of the Goods and Chattels of such Landlord or Owner, wheresoever the same may be found respectively: Provided always, that the Goods and Chattels of every Person renting or occupying any House, Tenement, Building, Land, or Hereditament, or any Part or Parts thereof, the Rate whereof the Landlord or Owner is hereby made liable and subject to as aforesaid, shall be liable at all Times to be distrained and sold for Payment of so much of the said Rates, and of all Arrears thereof, as shall be due upon the said Premises during the Time of his Occupancy only, but no such Occupier shall at any Time be required to pay or be subject or liable to pay any greater Sum for or towards the Discharge of any such Rate, and the Arrears thereof, than the Amount of the Rent actually due from such Occupier to the Landlord or Owner of the Premises at the Time when the said Rate shall be demanded: Provided also, that every Occupier who shall pay any such Rate, or any Arrear thereof, or upon whose Goods and Chattels the same shall be levied, shall and may from Time to Time deduct the Amount of the Sum which shall be so paid or levied from the Rent then due or at any Time thereafter to become due to such Landlord or Owner; and the Receipt for such Payment shall be a good and sufficient Discharge to such Occupier (or to his Landlord), for so much Money as he shall pay in manner directed by this Act: Provided always, that every Person receiving, either on his own Account or as the Agent of any other Person or Persons, Body Corporate or Collegiate, or claiming to be entitled to the Rents of every such House, Tenement, Building, Land, or Hereditament payable by the Tenants or Occupiers in the actual Possession thereof respectively, shall be deemed and taken to be the Landlord or Owner of the same for the Purposes of this Act, and shall continue to be rated to and liable to the Payment of every such Rate as aforesaid, until some other Person shall be rated to or pay the same.

separate Apartments.

Goods of Tenants liable to be distrained so far as the Amount of Rent actually due.

Person receiving Rent to be deemed the Landlord.

LXII. And be it further enacted, That if the Landlord or Owner of any House, Tenement, Building, Land, or Hereditament under the annual Value of Twelve Pounds shall be willing and agree to pay a reduced Rate for the same, whether such House, Tenement,

Power to compound for Rates.

Building, Land, or Hereditament shall be occupied or not, it shall be lawful for the said Churchwardens and Overseers, and they are hereby required, to compound with such Landlord or Owner for the Payment of the Rates charged thereon, by making the following Deductions from the Amount that would otherwise be due; *videlicet*, any Sum not exceeding Two Thirds of the Amount of each Rate when the annual Value of the Property assessed shall not exceed the Sum of Five Pounds, and any Sum not exceeding One Half of the Amount of each Rate when the annual Value of the Property assessed shall exceed the Sum of Five Pounds and shall not exceed the Sum of Eight Pounds, and any Sum not exceeding One Third of the Amount of each Rate when the annual Value of the Property assessed shall exceed the Sum of Eight Pounds and shall not exceed the Sum of Twelve Pounds; and such reduced Rates shall be recoverable in like Manner as the full Amount of such Rate might by this Act be recovered.

Arrears of Rates to remain a Charge upon the Premises.

LXIII. And be it further enacted, That in default or failure of Payment of any such Rate in respect of any House, Tenement, Building, Land, or Hereditament, the Landlord or Owner whereof shall be rated in pursuance of the Provisions herein contained, or any Part thereof, and shall have made or entered into such Composition as aforesaid, the same shall be and remain a Charge upon the Premises in respect whereof the same shall be so rated and assessed, and shall and may, after Five Days Notice left upon the Premises, not only be levied by Distress and Sale of the Goods and Chattels of any such Landlord or Owner, or of any Person inhabiting or occupying the same, or any Part thereof, subject to the Limitation herein-before contained, but also shall and may be sued for and recovered of and from such Landlord or Owner by Action of Debt, Bill, Plaint, or Information in any of His Majesty's Courts of Record at *Westminster*, in which it shall be sufficient for the said Churchwardens and Overseers to sue by the Name and Description of the Churchwardens and Overseers of the Poor of the Parish of *Birmingham*; in which Action no Protection, Essoign, or Wager of Law, nor more than One Imparlance, shall be allowed; and if the Plaintiff shall recover in any such Action of Debt, Bill, Plaint, or Information, he shall have full Costs, to be levied and recovered as other Monies upon Judgments are by Law now levied and recovered: Provided always nevertheless, that in case the Landlord or Owner of any House, Tenement, Building, Land, or Hereditament, who under the Provisions herein-before contained shall be assessed in respect of any such House, Tenement, Building, Land, or Hereditament, (and who shall not have compounded with the said Churchwardens and Overseers as aforesaid,) shall make it appear to the Satisfaction of any Two or more of His Majesty's Justices of the Peace of the said County of *Warwick* that he has been unable, either by reason of there being no sufficient Distress upon the Premises, or the absconding of any Tenant or Occupier of such House, Tenement, Building, Land, or Hereditament, or by reason of its having remained void and unoccupied for the whole or any Part of the Year for which he shall have been rated or assessed in respect thereof, to obtain Payment of any Part of the Rent which would

Justices empowered to remit any Portion of the Rate when Landlord has been unable to recover his Rent.

otherwise have been paid for the same, it shall and may be lawful to and for such Justice or Justices, and he and they are hereby authorized and required, having first duly summoned the Overseers or the Assistant Overseer of the District in which the Premises so rated shall be situated, and having in the Presence of such Overseers or Assistant Overseer, or in his or their Absence, if he or they shall neglect or refuse to attend at the Time and Place mentioned in such Summons, duly enquired into and investigated the Cause or Occasion of such Loss, and whether by due Diligence such Loss might have been prevented, to remit to such Landlord or Owner such Portion of the Rate charged upon the said Premises as shall have accrued due for the Period during which such Landlord or Owner shall by any or either of the Causes aforesaid have been unable to obtain Payment of his Rent.

Occupier to be rated instead of Owner, if required by the Occupier.

LXIV. Provided always, and be it further enacted, That in all Cases in which the Occupier of any House, Tenement, Building, Land, or Hereditament of the annual Value of Ten Pounds and upwards shall be willing and desirous to be assessed for and to pay the full Amount of the Rates to be from Time to Time made for the Relief of the Poor, the Churchwardens and Overseers are hereby required to assess such Occupier instead of the Landlord or Owner thereof, so long as such Occupier shall duly pay the whole Amount of the said Rates and no longer.

Act not to affect Agreement between Landlord and Tenant.

LXV. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to make void any Contract, Covenant, or Agreement already entered into or which may be entered into between any Landlord and Tenant relating to the Payment of any Rates for the Relief of the Poor within the said Parish.

Rates to be distrained for after Summons of Parties, and their not shewing sufficient Cause.

LXVI. And for the better and more effectually raising and levying the Rates authorized and directed to be made by this Act, be it further enacted, That in case any Person who shall be rated or assessed in any Rate made for the Relief of the Poor shall refuse or neglect to pay such Rate, or the Amount of any Composition which shall be made, laid, or assessed upon him under and by virtue of this Act, or any Arrears due thereon, or who shall be liable to pay any former Rate made under the Authority of the said Act hereby repealed, or any other Act or Acts now in force, it shall and may be lawful to and for any One or more of the Justices of the Peace for the said County of *Warwick*, and he and they is and are hereby authorized and required, upon Oath being made before him or them by any Overseer or Assistant Overseer of his having attended upon or at the Dwelling House or last or usual Place of Abode within the said Parish of the Person intended to be summoned, or at the Premises for which such Rate or Arrears shall remain due, and having demanded the same, and of such Person having neglected or refused to pay the same, to summon, by Writing under his or their Hand or Hands, every Person who shall have refused or neglected to pay as aforesaid to appear before such Justice or Justices at the Time and Place to be mentioned in such Summons; and it shall and may be lawful to and for the

the said Overseers or Assistant Overseers as aforesaid, or for any of the Constables of the said Parish, or any One or more of them, or other the Person to whom the same shall be addressed, to serve such Summons upon every Person refusing or neglecting to pay as aforesaid, either by delivering the same to the Person thereby intended to be summoned, or by leaving the same at his last or usual Place of Abode, or at the Premises for which the Rate mentioned in such Summons shall remain due and owing; and if any Person so summoned shall refuse or neglect to attend at the Time and Place mentioned in such Summons, then, upon due Proof of Service of the Summons, and that such Rate remains due and unpaid, or if he shall attend, and shall not shew good and sufficient Cause to such Justice or Justices why he is not chargeable with such Rate, or why the same should not be paid, then and in every such Case it shall be lawful for such Justice or Justices to order and adjudge every such Person to pay the Rate in respect of which such Summons was issued, and the reasonable Costs and Charges of such Summons, and to grant a Warrant under his or their Hand and Seal or Hands and Seals, authorizing and directing the said Overseers or Assistant Overseers, or any Constable or Constables of the said Parish, or any One or more of them, to collect and levy such Rate, and all Arrears thereof, and the Expence of the Summons and Warrant, by Distress of the Goods and Chattels of the Party so neglecting or refusing, which shall be found either within the said Parish, or otherwise within the said County, if removed therefrom; and if within Five Days next after any such Distress shall be made, the said Rate, with all Arrears due, shall not be paid, together with the reasonable Charges of the said Summons and Warrant, and of making such Distress, and keeping such Goods and Chattels, the said Overseers or Assistant Overseers, Constable or Constables, or any One or more of them, shall cause the said Goods to be appraised by One or more Appraiser or Appraisers, and the same, or such Part or Parts as shall be sufficient, to be sold by Auction or private Contract, and thereout to pay the said Rate, together with all Arrears due, and the reasonable Charges aforesaid, and the Charges of keeping, appraising, and selling the same, returning the Overplus (if any), upon Demand, to the Owner of such Goods and Chattels.

Form of Warrant of Distress.

LXVII. And be it further enacted, That every Warrant of Distress for the Nonpayment of any Rate to be made by virtue of this Act, may include Two or more Persons, and shall or may be in the Words or to the Effect following:

'County of *Warwick*.' To the Churchwardens and Overseers and Assistant Overseers appointed by virtue of an Act made and passed in the Second Year of the Reign of His Majesty King William the Fourth, intituled [*here insert the Title of this Act*], and to all Constables and other Peace Officers of the Parish of *Birmingham* in the County of *Warwick*:

'WHEREAS the under-mentioned Persons, now or late Inhabitants, Holders, Landlords, Tenants, or Occupiers of Houses, Tenements, Buildings, Lands, or Hereditaments, or Parts of Houses,

'Houses, Tenements, Buildings, Lands, or Hereditaments within 'the said Parish of *Birmingham* in the said County, were and are 'duly rated and assessed and liable to pay the Rate and Rates made 'by virtue of the above-mentioned Act: And whereas the said Per-'sons have refused or neglected to pay the several Sums of Money 'at and against their Names hereunto respectively set down, due 'from them respectively for or towards the Purposes mentioned 'in the said Act, and the said several Sums are still remaining 'due, in arrear, and unpaid, as appeareth upon Oath [*or* Affirm-'ation, *if a Quaker*,] to me [*or* us] of His 'Majesty's Justices of the Peace for the said County; and the said 'several Persons, having been summoned before 'to answer the Premises, as also appeareth to me [*or* us] the said 'Justice [*or* Justices] upon Oath, [*or* Affirmation, *if a Quaker*,] have 'not nor hath either of them shewn any sufficient Cause why such 'Sum or Sums of Money should not be paid: These are therefore in 'His Majesty's Name to will and require you, any or either of you, 'forthwith to levy the said several Sums due from the said Persons, 'and hereunder set opposite to their Names respectively, by Distress 'and Sale of their respective Goods and Chattels, (such Goods and 'Chattels being kept for the Space of Days before the same 'are sold,) rendering to them respectively the Overplus, (if any be,) 'the reasonable Charges of such Summons, Warrants, Distress, Sale, 'and Keeping being first deducted; and if no sufficient Distress can 'be had or taken, that then you certify the same to me [*or* us], to 'the end that such further Proceedings may be had therein as by 'Law directed: And I [*or* we] do hereby strictly charge and 'command all and singular the Constables and other His Ma-'jesty's Peace Officers for the said Parish of *Birmingham* in the 'said County to be aiding and assisting in all things relative to 'the Premises. Given under my Hand and Seal, [*or* under our 'Hands and Seals,] this Day of in the Year 'of our Lord

	Sums due.
A. B. Inhabitant or Occupier of Premises	
C. D. - Ditto - - - -	
E. F. The Landlord for divided Premises	
G. H. Landlord [*or* Receiver, *&c. as the Case may be*] - - - - -	
I. K. Tenant - - - - -	

For Recovery of Rates on Removal of Persons into other Parts of the Parish.

LXVIII. And whereas Persons frequently remove out of or quit the Possession of the Houses Tenements, Buildings, Lands, or Hereditaments in their Occupation, without paying the Rates assessed thereon, and other Persons enter and occupy the same for Part of the Year, or Houses, Tenements, Buildings, Lands, or Hereditaments may be void at the Time of making such Rates, and may afterwards become occupied, by reason whereof large Sums of Money may be lost; be it therefore further enacted, That in case any Person shall remove out of or from or quit the Possession of any House, Tenement, Building, Land, or Hereditament within the Parish of *Birmingham* aforesaid, before the Rates charged thereon by virtue of this Act shall be paid and discharged, or if any Person shall enter into

the Occupation of any House, Tenement, Building, Land, or Hereditament in the said Parish out of or from which any other Person shall have so removed before Payment of the said Rates, or which at the Time of rating the same as aforesaid shall be empty or unoccupied, then the Person so removing out of and from or quitting the Possession of, and the Person entering into the Occupation of, any such House, Tenement, Building, Land, or Hereditament, shall be respectively liable to the Payment of all such Rates in proportion to the Time such Persons respectively possessed or occupied the same, in like Manner as if the Person so removing or quitting as aforesaid had remained in the Possession or Occupation thereof, or the Person so entering into the Possession or Occupation thereof had been originally rated to such Rates or any of them; which Portion, in case of Dispute, shall be ascertained by any One or more of His Majesty's Justices of the Peace for the said County, on the Application of the Overseers or any Assistant Overseer who shall be appointed by virtue of this Act; and in case any Person shall come into the Occupation of any such House, Tenement, Building, Land, or Hereditament, by renting or taking the same from the last immediate Occupier, then and in such Case the Person so coming into the Occupation thereof shall be subject and liable to the Rates in arrear for any Period not exceeding Six Months preceding such his Occupation, as if he had been originally rated or assessed.

Distress not to be unlawful for Want of Form.

LXIX. And be it further enacted, That where any Distress shall be made for any Sum of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in any Proceeding relating thereto, nor shall the Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall afterwards be committed or done by the Party distraining, but the Person aggrieved by such Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case, but subject to such Regulations and Restrictions as are by this Act hereinafter provided touching any Action to be brought for or in respect of any Matter or Thing done by colour or in performance of this Act.

Lands mentioned in the Schedule to be henceforth vested in the Guardians, who may demise the same.

LXX. And be it further enacted, That from and after the Commencement of this Act all and singular the Messuages, Lands, Tenements, and Hereditaments mentioned and described in the several Schedules to this Act annexed, and the Fee Simple and Inheritance thereof, and all legal and equitable Estates and Interests whatsoever in the same, shall be and become vested in the Guardians of the Poor of the Parish of *Birmingham* aforesaid, and their Successors for ever, without any Conveyance or Assignment thereof, and shall be held by them upon and for the Intents and Purposes herein declared concerning the same; and it shall be lawful for the said Guardians, at any Time when they shall think it advantageous so to do, at some Special Meeting to be called and held in manner directed by this Act, to set out, plan, and allot the several Pieces of Land mentioned and comprised in the Second and Third Schedules to this Act annexed,

or

or to give Directions for that Purpose, in such Way and Manner as in their Discretion they shall judge most fit, proper, and advantageous for the Purpose of being built upon, and to set out and appropriate any Part or Parts of the same Pieces of Land for public Streets, Squares, and for any public or private Ways, Avenues, Roads, or Passages, and make Drains, Sewers, and Watercourses or other Easements for the more convenient Enjoyment thereof and of the Buildings to be erected thereon; and by Indenture under their Common Seal to demise or lease to any Person or Persons any Part or Parts of such Lands and Hereditaments for any Term not exceeding the Term of Ninety-nine Years, for the Purpose of building upon, subject to the Payment of the best improved yearly Rent which can be obtained for the same, without taking any Premium or Foregift for granting the same; and every such Lease shall be made to commence in Possession, and not in Reversion, or by way of future Interest; and shall contain a Proviso for Re-entry on Nonpayment of the Rent thereby reserved within a Time to be limited, and the Lessee or Lessees shall covenant to pay the Rent thereby reserved, and to lay out, within a Time to be stipulated, such Sum of Money as the said Guardians shall think right, in erecting good and substantial Messuages or other Buildings upon the said Land so to be demised, and to repair, and keep and deliver up the same in good and substantial Repair at the Expiration of the said Term, and to insure and keep insured from Fire all such Messuages, Buildings, and Erections; and every such Lease shall contain all other usual Provisoes, Conditions, and Covenants in Building Leases; and the Lessee or Lessees shall execute Counterparts thereof.

Application of the Rents.

LXXI. And be it further enacted, That from and after the Commencement of this Act all the Ground Rents which shall be reserved and made payable by every such Lease, and all the Rents, Issues, and Profits of the Messuages, Lands, and Hereditaments comprised in the several Schedules to this Act annexed, until the same shall be so demised or sold or conveyed under the Powers of this Act, shall at all Times hereafter be paid and applied by the said Guardians in aid of the Poor Rates of the said Parish of *Birmingham*, and accounted for in like Manner as if the same had been actually receved or levied under a Rate made for the Relief of the Poor of the said Parish.

Persons holding Lands not to be Guardians.

Guardians not to take Leases on their own Account.

LXXII. And be it further enacted, That no Person being Lessee, Assignee, or Tenant at Will, or in any Manner possessed, either for his own Use or others, or who shall hold under any such Lessee, Assignee, or Tenant at Will, any Part of the said Messuages, Lands, Tenements, or Hereditaments, shall be eligible to be elected a Guardian; and that no Guardian shall, at any Time whilst he continues in his Office, by himself, or by any other Person for or on his Account, directly or indirectly, take on Lease or become beneficially interested, immediately or remotely, in any Part of the said Lands, Tenements, or Hereditaments, except by Devise or Operation of Law, in which Case every such Guardian, not being an Overseer, shall resign his Office of Guardian within One Calendar Month next after he shall

shall become so interested; and every Lease granted to or taken or purchased by any Guardian whilst he continues in Office, and every Contract or Agreement for or in anywise relating thereto, shall be and the same is hereby declared to be void; and every Guardian who shall directly or indirectly take or become beneficially interested in any such Lease as aforesaid, and every Guardian (not being an Overseer) who shall become so interested by Devise or Operation of Law, and who shall not resign his Office within One Calendar Month as aforesaid, shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, such Penalty to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, by Bill, Plaint, or Information, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed: Provided always, that any Person holding or being interested in any Part of the said Messuages, Lands, Tenements, or Hereditaments shall nevertheless be capable of being appointed to and liable to serve the Office of Overseer of the Poor of the said Parish, but every Person so appointed Overseer shall cease to be a Guardian at the Expiration of the Year for which he shall be appointed an Overseer.

Lessees may be appointed Overseers.

The Guardians at a Special Meeting may order the Workhouse to be enlarged, or to be taken down, and a new One built, with Consent of the Rate Payers.

LXXIII. And be it further enacted, That in case the Guardians assembled at any Special Meeting to be called for that Purpose shall consider it expedient to enlarge the present Workhouse and Buildings belonging thereto, or the Building known by the Name of "The Asylum," or to erect and build another Workhouse or Asylum or other Building in lieu thereof, the said Guardians shall cause Notice in Writing to be given to each of the said Guardians, or to be left at their respective Dwelling Houses within Five Days after the holding of such Special Meeting, signifying the Opinion of the Meeting as to such Expediency, and that a second Special Meeting of the said Guardians will be held upon a Day to be appointed in such Notice, in order to take the same into consideration (One Calendar Month at least intervening between the Day so appointed and the Day of the Date of such Notice); and in case such Special Meeting, convened in the Manner and for the Purpose last mentioned, and consisting of not less than Fifty of the said Guardians, or the major Part of them so assembled, shall agree and resolve upon the Expediency of enlarging the present Workhouse and Buildings, or the said Asylum, then and in such Case it shall and may be lawful for the said Guardians to enlarge the present Workhouse and Buildings, and the said Asylum, and any of the Buildings belonging to the same respectively: Provided always, that in case the said Guardians shall resolve that it is expedient to purchase or to erect and build another Workhouse or Asylum, then such Resolution shall be submitted to the Rate Payers of the said Parish at a Meeting to be specially called for that Purpose; of which Meeting Fourteen Days Notice shall be given by the Clerk of the said Guardians in some One or more Newspaper or Newspapers printed and circulated in the Town of *Birmingham;* and in case the Majority of the Rate Payers present at such Meeting shall confirm such Resolution, then it shall and may be lawful for the said Guardians,

Guardians, and they are hereby required, to carry into effect such Resolution in such Manner as shall be directed by the said Meeting of Rate Payers.

Power to contract, &c.

LXXIV. And be it further enacted, That u pon and after any such Resolutions as aforesaid shall have been determined and agreed upon in manner herein-before mentioned, it shall and may be lawful for the Guardians, if they shall see fit, to contract and agree with any Person for enlarging the said present Workhouse or Asylum, and any of the Buildings belonging thereto, or for pulling down the said Workhouse or Asylum, and erecting a new Workhouse or Asylum, or for performing any Part or Parts of such Works as aforesaid, or for providing Materials for any Part or Parts thereof, upon such Terms as the said Guardians shall deem expedient.

Notice of entering into Contracts shall be given.

LXXV. And be it further enacted, That before any Contract shall be entered into by the said Guardians for any of the Purposes of this Act, Fourteen Days' Notice at the least shall be given in One or more Newspaper or Newspapers printed and circulated in the Town of *Birmingham*, of the Intention of the said Guardians to enter into such Contract, and of the general Nature and Objects thereof, in order that any Persons willing to undertake the same, may make Proposals for that Purpose, to be delivered to the said Guardians at a certain Time and Place to be mentioned in such Notice; and every Person who shall enter into any such Contract shall, if required, give Security to the said Guardians for the due Performance thereof; and Copies of all Contracts made in pursuance of this Act shall be entered into a Book or Books to be kept by the said Guardians for that Purpose.

Guardians may compound for Breach of Contract.

LXXVI. And be it further enacted, That it shall and may be lawful to and for the said Guardians, if it shall be so determined at any Special Meeting to be held for that Purpose, to compound and agree with any Person on account of any Breach or Nonperformance of any such Contract for such Sum or Sums of Money as they shall think proper, so as the Sum so compounded and agreed for be not less than the Injury or Damage sustained by the Breach or Nonperformance of such Contract or Contracts, and all Costs, Charges and Expences which shall be occasioned thereby.

Power to purchase Lands.

LXXVII. And be it further enacted, That it shall and may be lawful for the said Guardians to treat, contract, and agree with the Owner or Owners, or any Person or Persons interested in any Freehold or Copyhold Lands, Houses, Buildings, Tenements, Hereditaments, and Premises within the said Parish of *Birmingham*, and to purchase not exceeding Five Acres thereof for the Purpose of erecting and providing a Workhouse and other Buildings, and Offices, Yards and Gardens, for the Reception, Employment, and Maintenance of the Poor of the Parish; and it shall be lawful for all Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail, Tenants for Life, or for any Term or Number of Years determinable with any Life or Lives, or for any Term of Years absolute,

Incapacitated Persons empowered to sell.

Husbands,

Husbands, Guardians, Trustees, Feoffees in Trust, Committees, Executors, Administrators, and all other Trustees whatsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of the Person or Persons entitled in Reversion, Remainder, or Expectancy after them, and for and on behalf of their Cestuique Trusts, whether Femes Covert, Infants, or Issue unborn, Lunatics, Idiots, or other Person or Persons whomsoever under any Disability of acting for themselves, and to and for all Femes Covert who are or shall be seised of or interested in any such Lands, Houses, or Buildings, Tenements, Hereditaments, or Premises, to contract with the said Guardians for the Sale thereof, or for the Satisfaction to be made for the same, and to sell and convey, by Conveyance, Lease and Release, or Bargain and Sale enrolled, unto the said Guardians, all such Lands, Houses, Buildings, Tenements, Hereditaments, or Premises, or any Part thereof, for the Purposes aforesaid; and it shall and may be lawful to and for the said Guardians to hold such Lands, Houses, Buildings, Tenements, Hereditaments, or Premises so purchased without incurring or being subject to any of the Penalties or Forfeitures of the Statutes of Mortmain, or of any other Law or Statute whatsoever; and all Contracts, Agreements, Bargains, Sales, and Conveyances, which shall be so made by virtue and in pursuance of this Act, shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances and Assurances in the Law whatsoever, be good, valid, and effectual to and for such Ends, Intents, and Purposes, not only to convey the Estate and Interest of the Person or Persons conveying, but also to convey all Estate, Right, Interest, Use, Property, Claim, and Demand whatsoever of their said several and respective Cestuique Trusts, and all Persons claiming or to claim by, from, or under them, and of all Persons entitled in Remainder or Reversion, expectant on any particular Estate; and the same shall be deemed and considered to bar the Dower and Dowry of such Person or Persons, and all Estates Tail, and other Estates in Possession, Reversion, Remainder, or Expectancy, any Law, Statute, Usage, or any other Matter or Thing whatsoever, to the contrary thereof in anywise notwithstanding; and all such Bodies Politic, Corporate, or Collegiate, Corporations, whether Aggregate or Sole, Spiritual or Lay, Tenants in Tail or for Life or Lives, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees, and other Persons, are and shall be hereby indemnified for what they shall do by virtue and in pursuance of this Act as aforesaid.

Restraining the Guardians from purchasing more than Five Acres of Land from incapacitated Persons.

LXXVIII. Provided always, and be it further enacted, That it shall not be lawful for the said Guardians to purchase from any such Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in Tail, for Life, or for Years, determinable or absolute as aforesaid, Husbands, Guardians, Trustees, Feoffees in Trust, Committees, Executors, Administrators, or other Trustees whatsoever, more than Five Statute Acres; and in case the said Guardians shall afterwards sell the Whole or any Part of such Five Statute Acres so purchased, it shall not be lawful for the said Guardians to purchase, or for the same or any other Body or Bodies Politic, Corporate, or Collegiate, Corporations Aggregate or Sole, Tenants in

 Tail,

Tail, for Life, or for Years, determinable or absolute as aforesaid, Husbands, Guardians, Trustees, Feoffees in Trust, Committees, Executors, Administrators, or other Trustees whatsoever, to sell to the said Guardians any other Lands, Houses, Buildings, Tenements, Hereditaments, or Premises in lieu of or instead of those Five Statute Acres, or any Part thereof, so sold or disposed of by the Guardians.

Purchase Monies how and to whom to be paid.

LXXIX. And be it further enacted, That every Sum of Money or Recompence to be agreed for as aforesaid shall be paid out of any Monies by this Act authorized to be raised, to the Party respectively entitled thereto, or to his Agent, or into the Bank of *England*, in manner by this Act directed, as the Case may be; and upon such Payment to such Party or his Agent, or into the Bank of *England*, and after Three Calendar Months Notice thereof given to such Party or to his Agent, or left at his usual Place of Abode, or with the Tenant in Possession of such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises, then such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises respectively shall and may be taken and used for the Purposes of this Act, and all Persons whomsoever shall be divested of all Right and Title to such Lands and Hereditaments; and all the Estate, Right, Title, Use, Trust, Property, Claim, and Demand, in Law or Equity, of the Person or Persons respectively to whose Use such Payment shall be made, in, to, or out of such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises, shall vest in the said Guardians and their Successors for ever, for the Purposes of this Act.

Application of Purchase Monies amounting to 200*l.*

LXXX. And be it further enacted, That if any Money shall be paid or agreed to be paid for the Purchase of any Lands, Houses, Buildings, Tenements, or Hereditaments to be purchased by virtue of the Powers of this Act, for the Purposes thereof, which shall belong to any Body Politic, Corporate, or Collegiate, Tenant in Tail, for Life, or for Years, determinable or absolute as aforesaid, or to any Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trust, or to any Person whose Lands, Tenements, or Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the Guardians of the Poor of the Parish of *Birmingham*, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster, *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made upon a Petition to be preferred

1 G. 4. c. 35.

preferred to the said Court in a summary Way by the Person who would have been entitled to the Rents and Profits of the said Lands, Houses, Buildings, Tenements, or Hereditaments, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Payment or Discharge of any Debts or other Incumbrances affecting the same Lands, Houses, Buildings, Tenements, Hereditaments, or Premises standing settled therewith, or to the same or the like Uses, Trusts, Intents, and Purposes as the said Court of Exchequer shall authorize to be purchased, redeemed, paid, or discharged, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out in a summary Way, by Order of the said Court, in the Purchase of other Lands, Houses, Buildings, Tenements, Hereditaments, and Premises, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the like Manner, as the Lands, Houses, Buildings, Tenements, Hereditaments, and Premises which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance or Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Order can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Bank Annuities, or Government or Real Securities, shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities, or Government or Real Securities, shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises so hereby authorized to be purchased, conveyed, and settled.

When less than 200*l.* and not less than 20*l.*

LXXXI. Provided always, and be it further enacted, That if any Money so agreed to be paid for any Lands, Houses, Buildings, Tenements, Hereditaments, and Premises to be purchased for the Purposes aforesaid, and belonging to any Corporation, or to any Person under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in such Cases the same shall, at the Option of the Person for the Time being entitled to the Rents and Profits of the Lands, Houses, Buildings, Tenements, and Hereditaments so purchased, taken, or used, or of his Guardian or Committee, in case of Infancy, Idiotcy, or Lunacy, or other Incapacity, with the Approbation of the said Guardians, to be signified in Writing under their Common Seal, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner hereinbefore directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the Person who

who for the Time being would be entitled to the Rents and Profits of the Lands, Houses, Buildings, Tenements, Hereditaments, and Premises so to be purchased and settled, such Nomination to be approved of by the said Guardians, and such Nomination and Approbation to be signified in Writing under the Hands of the Parties nominating such Trustees, and under the Common Seal of the said Guardians; and the Money so paid to such Trustees, and the Dividends arising thereon, shall be by them applied in like Manner as is hereinbefore directed with respect to the Money so to be paid into the Bank in the Name of the Accountant General of the Court of Exchequer, but without obtaining or being required to obtain any Order of the said Court touching the Application thereof.

When less than 20*l.*

LXXXII. Provided always, and be it further enacted, That where such Money so agreed to be paid as next before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be paid to the Person who would for the Time being have been entitled to the Rents and Profits of the Lands, Houses, Buildings, Tenements, Hereditaments, and Premises so purchased, taken, or used for the Purposes of this Act, for his own Use and Benefit, or, in case of Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid to his Guardian or Committee, to and for the Use and Benefit of such Person.

Where any Question shall arise as to Title to Money to be paid, the Person in Possession to be deemed entitled thereto.

LXXXIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, Houses, Buildings, Tenements, Hereditaments, and Premises, or of any Estate, Right, Title, or Interest in any Lands, Houses, Buildings, Tenements, Hereditaments, and Premises to be purchased in pursuance of this Act, for the Purposes aforesaid, or to any Bank Annuities or Government or Real Securities to be purchased with any such Money, or the Dividends or Interests of any such Bank Annuities or Government or Real Securities, the Person who shall have been in possession of such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises respectively at the Time of such Purchase, and all Persons claiming under such Person, shall be deemed and taken to have been lawfully entitled to such Lands, Houses, Buildings, Tenements, Hereditaments, and Premises respectively, according to such Possession, until the contrary shall be shewn to the Satisfaction of the said Court; and the Dividends or Interest of the Bank Annuities or Government or Real Securities to be purchased with such Money, and also the Capital of such Bank Annuities or Government or Real Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to such Lands, Houses, Buildings, Tenements, Hereditaments, or Premises, or to some Estate or Interest therein.

Court of Exchequer may order reasonable Expences of Purchases to be paid by the Guardians, &c.

LXXXIV. Provided always, and be it further enacted, That where by reason of any Disability or Incapacity of the Person or Corporation entitled to any Lands, Houses, Buildings, Tenements, Hereditaments, and Premises to be purchased, taken, or used under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the said Court of Exchequer, or be applied in the Purchase of other Lands, Houses, Buildings, Tenements, Hereditaments, and Premises, to be settled to the like Uses in pursuance of this Act, it shall and may be lawful to and for the said Court to order the Expences of all Purchases from Time to Time to be made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Guardians out of the Monies to be received by virtue of this Act, who shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Mortgagees to convey.

LXXXV. And be it further enacted, That every Mortgagee of any Lands, Houses, Buildings, Tenements, Hereditaments, and Premises which shall be so contracted for and purchased as aforesaid in pursuance of this Act, his Heirs, Executors, Administrators, and Assigns respectively, on having Two Months Notice in Writing given to him from the said Guardians, or the Clerk of the said Guardians, for paying off the Principal Money and Interest which shall be then due on such Mortgages respectively, shall, at the Expiration of the said Two Months after such Notice, upon Payment or Tender of the Principal Money and Interest which shall be then due, convey and assign his Estate and Interest in and to the said mortgaged Premises to the said Guardians and their Successors, for the Uses or Purposes of this Act, or to such Person or Persons as the said Guardians shall nominate or appoint, in Trust for the said Guardians and their Successors, for the Uses and Purposes of this Act; and if any such Mortgagee, his Heirs, Executors, Administrators, or Assigns, shall refuse so to do, then all Interest on every such Mortgage, from the Expiration of the said Two Months after any such Notice, shall cease and determine; any Law or Custom to the contrary notwithstanding.

Empowering the Guardians in certain Cases to dispose of the present Workhouse and the Lands mentioned in the Schedules.

LXXXVI. And be it further enacted, That if the said Guardians and Rate Payers shall agree and resolve, under the Powers of this Act, to erect a new Workhouse or Asylum, as herein-before mentioned, and in case the said Guardians, under the Provisions of this Act, shall purchase any Lands, Tenements, or Hereditaments, Part of which may not be necessary for the Purposes of this Act, it shall and may be lawful for the said Guardians, and they are hereby authorized and required, either by Public Auction or Private Contract, and at such Times as they shall think fit, to sell and dispose of, and by Indenture under their Common Seal to grant and convey by way of absolute Sale in Fee Simple, or for such Estate and Interest as they shall have therein, all or any Part of the present Workhouse and Buildings thereunto belonging, and of the Site thereof, and the Ground thereunto belonging, and also, at the Discretion of the said Guardians, all or any of the Messuages, Lands, and

and Hereditaments mentioned and comprised in the Second and Third Schedules to this Act annexed, and all other Lands and Hereditaments which are or shall belong to or which are or shall be vested in the said Guardians, subject to such Leases or other Incumbrances as may affect the same Premises, and also all or any Part of such Lands, Tenements, or Hereditaments as shall or may be purchased under the Powers of this Act, or as shall belong to and be vested in the said Guardians by virtue of this Act, and as shall not in the Judgment of the said Guardians be wanted or be necessary to be retained for the Purpose thereof, as they the said Guardians, at some Special Meeting of the said Guardians, shall deem expedient, to such Person as shall be willing to treat for the same, to such Uses, upon such Trusts, in such Manner, and for such Considerations as the said Guardians shall consider advantageous and convenient; and upon Payment of the Money which shall arise by or from the Sale of such Lands, Tenements, or Hereditaments, or any Part thereof, it shall and may be lawful for the Treasurer for the Time being of the said Guardians to sign and give Receipts for the Monies for which the same shall be sold; which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Monies for which such Lands, Tenements, or Hereditaments shall be so sold, or for so much thereof as in such Receipt shall be expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Losses, Misapplication, or Nonapplication of such Purchase Money or any Part thereof.

Monies to be received from the Sales to be applied in rebuilding the Workhouse.

LXXXVII. And be it further enacted, That the Money arising from the Sale of such Messuages, Lands, Tenements, and Hereditaments shall be applied and disposed of for or towards defraying the Expences of and attending the purchasing of Land, and the enlarging or rebuilding of the said Workhouse and Asylum on their present Sites, or in the Erection of a new Workhouse and Asylum on another Site, and the Residue thereof in the Purchase of other Lands, which shall be held by the Guardians for the Purposes of this Act.

Power to raise Money.

LXXXVIII. And be it further enacted, That if it shall appear expedient to the said Guardians to borrow and take up at Interest the Whole or any Part of the Sum of Money required for the Purpose of enlarging or rebuilding the said Workhouse and Asylum on their present Sites, or in the Erection of a new Workhouse or Asylum, and of purchasing the Sites of Land for that Purpose, instead of selling the Messuages, Lands, and Hereditaments comprised in the said Schedules, or any Part thereof, or if it shall appear advantageous to sell a Portion of the said Messuages, Lands, and Hereditaments, and to borrow and take up any Sum of Money on the Credit of the Rates to be made for the Relief of the Poor, or on Mortgage of the said Messuages, Lands, and Hereditaments comprised in the said Schedules, or partly on the Credit of the said Rates and partly on Mortgage of the said Messuages, Lands, and Hereditaments, it shall and may be lawful for the said Guardians for the Time being so to do, and, at any Special Meeting to be called for that Purpose from Time to Time to borrow and take up at Interest any Sum of Money for the

the Purposes of this Act upon the Credit of the Rates to be from Time to Time made for the Relief of the Poor of the said Parish, not exceeding the Sum of Twelve thousand Pounds; and by Writing under their Common Seal to assign all or any Part of the said Rates to such Person or Persons as shall lend or advance any Money thereon, or to his or their Trustee or Trustees, as a Security for the Principal Money to be advanced, with lawful Interest for the same; and the Costs and Expences of such Assignment thereof, to be made as hereafter mentioned, shall be from Time to Time defrayed by the said Guardians out of Monies to be so borrowed; and every such Assignment shall be in the Words or to the Effect following:

Form of Assignment.

'THE Guardians of the Poor of the Parish of *Birmingham*, appointed by or in pursuance of an Act passed in the Second Year of the Reign of King *William* the Fourth, intituled [*here set forth the Title of this Act*], in consideration of the Sum of advanced and lent by *A. B.* upon Credit of the Rates to be made for the Relief of the Poor, do hereby grant and assign unto the said *A. B.*, [*or* to his Trustee or Trustees, *as the Case may require*,] his Executors, Administrators, and Assigns, such Proportion of the Rates to be made for the Relief of the Poor of the said Parish of *Birmingham* as the said Sum of doth or shall bear to the whole Sum which may at any Time be borrowed or become due and owing or be charged upon the Credit of the said Rate for those Purposes, to be holden from this Day of until the said Sum of with Interest at *per Centum per Annum* for the same, shall be repaid and satisfied. In witness whereof the said Guardians have affixed their Common Seal, the Day of in the Year .'

And every such Security shall be good, valid, and effectual, and shall entitle the Person to whom the same shall be made, his Executors, Administrators, and Assigns, to the Payment thereof, and to all Interest and Advantage thereon, according to the true Intent and Meaning of this Act.

Power to raise Money on Annuities.

LXXXIX. And be it further enacted, That in case the said Guardians shall think it advisable or more advantageous to raise all or any Part of the Money to be borrowed under this Act, for the Purposes aforesaid, by granting Annuities for Lives, instead of Assignments as aforesaid, it shall be lawful for the said Guardians, at any Special Meeting to be called for that Purpose, and they are hereby authorized and empowered, by Writing under their Common Seal, to grant Annuities to any Person who shall contribute, advance, and pay into the Hands of the Treasurer to the said Guardians any Sum of Money which the said Guardians shall deem right and proper, for the absolute Purchase of any Annuity to be paid and payable during the natural Life of every such Contributor, or the natural Life of such Person as shall be nominated by or on the Behalf of such Contributor at the Time of Payment of his Contribution or Purchase Money; and the Expence of every such

Grant

Grant shall be defrayed by the said Guardians; and the Grant of every such Annuity shall be in the Words or to the Effect following; (that is to say,)

Form of Security for Grant of Annuity.

'THE Guardians of the Poor of the Parish of *Birmingham*, appointed by or in pursuance of an Act passed in the Second Year of the Reign of King *William* the Fourth, intituled [*here set forth the Title of this Act*], in consideration of the Sum of paid by *A. B.* to *C. D.* the Treasurer appointed in pursuance of the said Act, do hereby grant unto the said *A. B.* an Annuity or yearly Sum of out of the Rates made by virtue of the said Act for the Relief of the Poor of the said Parish, which Annuity or yearly Sum of shall be paid to the said *A. B.* or his Assigns during the Term of his natural Life [*or* to the said *A. B.*, his Executors, Administrators, or Assigns, during the natural Life of *E. F.* *as the Case may be*], by Two half-yearly Payments, upon the Day of and the Day of in every Year, during the natural Life of the said , at the Workhouse in *Birmingham*, the first half-yearly Payment thereof to be made on the Day of then next ensuing the Date hereof; together with a proportionate Part of such Annuity from the last half-yearly Day of Payment to the Day of the Death of the Annuitant or his Cestuique Vie. In witness whereof the said Guardians have hereunto affixed their Common Seal, the Day of in the Year .'

And every such Grant shall be good, valid, and effectual in the Law to all Intents and Purposes, without any Enrolment or Registry of any Memorial thereof; and every Annuity so granted as aforesaid shall be and is hereby charged upon, and shall be payable and paid by the Treasurer to the said Guardians out of the said Rates for the Relief of the Poor, and other Money to be received by virtue of this Act, according to the Grant of such Annuity.

Power to transfer Securities.

XC. And be it further enacted, That it shall and may be lawful to and for all Persons entitled to any of the Securities for the Money to be borrowed as aforesaid, or to be raised by the granting of Annuities as aforesaid, and their respective Executors, Administrators, and Assigns, (as the Case may be,) at any Time by Writing under their Hands and Seals to transfer such Securities to any Person whomsoever; which Transfer may be in the Words or to the Effect following:

Form of Transfer.

'I *A. B.* being entitled to the Sum of or an Annuity of secured to and his Assigns [*or* his Executors, Administrators, or Assigns, *as the Case may be*,] by virtue of an Assignment or Grant of Annuity bearing Date the Day of under the Common Seal of the Guardians of the Poor of the Parish of *Birmingham*, by virtue of an Act passed in the Second Year of the Reign of King *William* the Fourth, intituled [*here set forth the Title of this Act*], upon the Credit of the Rates for the Relief of the Poor, do hereby transfer

' all my Right and Title in and to the same Sum or Annuity, and ' all Interest and other Money now due and owing thereon, unto ' his Executors, Administrators, and Assigns. Dated ' this Day of .'

Copy of Transfer to be entered by the Clerk.

And a Copy of every Security or Assignment, and of every Grant or Annuity which shall have been made in pursuance of this Act, and of every Transfer thereof respectively, shall be entered in a Book to be kept for that Purpose by the Clerk to the said Guardians, within Fourteen Days after such Securities shall have been made, to which Book any Person interested shall at all seasonable Times have Access, and have free Liberty to inspect the same, without Fee or Reward; and for the Entry of every such Transfer the said Clerk shall be paid, by the Person to whom such Transfer shall be made, the Sum of Two Shillings and Sixpence, and no more; and every such Transfer, after Entry thereof as aforesaid, shall entitle the Person to whom the Transfer shall be made, and his Executors, Administrators, and Assigns, to the Benefit of the Security thereby transferred, without any other Registry or Enrolment whatsoever.

Manner of Proceeding for Recovery of Principal or Interest.

XCI. And be it further enacted, That it shall be lawful for any Person who shall advance or lend any Money upon the Credit of said Rates, in default of Payment of the Principal Money they shall so lend, or the Interest thereof, or in default of due Payment of any Annuities that shall be secured to them thereupon, (after Demand made at any Meeting of the said Guardians,) to collect, gather, and receive such Proportion of the Rates made by virtue of this Act as the Sum by them lent or advanced doth or shall bear to the whole Money to be borrowed by virtue of this Act on the Security of the said Poor Rates, and shall continue to receive the same until all Principal Money and Interest, as also all such Sum or Sums of Money as shall be due by way of Annuity, (as the Case may be,) shall be repaid; and such Person is hereby vested with the same Power for recovering and receiving the same as is hereby given to the Churchwardens and Overseers of the said Parish.

For preventing improvident Grants of Annuities.

XCII. And for preventing any improvident Grants of Annuities, be it further enacted, That the Amount of every Annuity to be granted by virtue of this Act shall be regulated according to the Price of Three Pounds *per Centum* Consolidated Bank Annuities at the Time of granting the same, and at a Rate not exceeding more than One Fifth the Rate prescribed by an Act passed in the Tenth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to enable the Commissioners for the Reduction of the National Debt to grant Life Annuities, and Annuities for Terms of Years.*

Power for the Guardians to raise Money on Mortgage of the Lands and Hereditaments.

XCIII. And be it further enacted, That it shall and may be lawful for the Guardians from Time to Time, at a Special Meeting to be called for that Purpose, to borrow and take up at Interest, for the Purposes aforesaid, upon Mortgage of the said Messuages, Lands, and Hereditaments, or any Part thereof, any Sum or Sums of Money which they shall think right, and by Writing under their Common Seal to grant and demise all or any Part of the said Messuages, Lands, and

Hereditaments to such Person or Persons as shall lend and advance any Sum of Money thereon, as a Security for the Repayment of the Money so to be advanced, with Interest for the same; and all which Securities or Mortgages shall be in the Words or to the Effect following; (that is to say,)

Form of Mortgage.

'BY virtue of an Act passed in the Second Year of the Reign of His Majesty King *William* the Fourth, intituled *An Act* [*here set forth the Title of this Act*], the Guardians of the Poor of the Parish of *Birmingham*, for and in consideration of the Sum of to the Treasurer of the said Guardians in hand paid, as appears by the Receipt of the Treasurer hereupon endorsed, do hereby grant and demise unto *A. B.* of all [*here describe the Premises*]; to have and to hold the same unto the said *A. B.*, his Heirs and Assigns, from the Day of the Date hereof, until the said Sum of , with Interest at the Rate of *per Centum per Annum*, shall be paid and satisfied, [*if any Leases shall have been granted, add*] subject nevertheless to a certain Indenture of Lease bearing Date, *&c.* [*set forth the same shortly.*] In witness whereof the said Guardians have hereunto fixed their Common Seal, this Day of .'

Copy of Mortgage to be entered in a Book.

And every such Mortgage shall be good, valid, and effectual in the Law; and Copies of such Securities or Mortgages shall be entered in a Book or Books to be kept for that Purpose, by the Clerk of the said Guardians, within Fourteen Days next after such Securities shall have been made; and every Person to whom such Security or Mortgage shall be made as aforesaid, or who shall be entitled to the Money thereby secured, may from Time to Time transfer his Right, Title, or Interest therein to any Person whomsoever; and every such Transfer shall or may be in the Form or to the Effect following; (that is to say,)

Form of Transfer of Mortgage.

'I *A. B.*, being entitled to the Principal Sum of , by virtue of a Mortgage bearing Date the Day of , under the Common Seal of the Guardians of the Poor of the Parish of *Birmingham*, upon the Credit and for the Purposes of an Act of Parliament passed in the Second Year of the Reign of King *William* the Fourth, intituled [*here state the Title of this Act*], do hereby, in consideration of the Sum of to be paid by of , transfer the said Principal Sum of , and all Interest due and to become due thereon, and all my Right, Title, Security, Interest, Claim, and Demand in, to, for, or in respect of the same, unto the said , to hold to him, his Executors, Administrators, and Assigns, for his and their absolute Use and Benefit. As witness my Hand and Seal, this Day of , in the Year of our Lord One thousand eight hundred and .'

Which Transfer shall be produced and notified to the Clerk to the said Guardians, who shall, within Fourteen Days next after such Production and Notification, cause a Copy thereof to be entered in a Book to be kept for that Purpose, for which the said Clerk shall be paid the

the Sum of Two Shillings and Sixpence, and no more; and after such Entry, and not till then, such Assignment shall entitle such Assignee, his Heirs, Executors, Administrators, and Assigns, to the Benefit thereof and Payment thereon; and every such Assignee may from Time to Time assign again; and it shall not be in the Power of the Person making such Assignment to make void, release, or discharge the same; and all Money so to be advanced and lent, and the Interest thereof, shall be and are hereby charged upon the said mortgaged Lands and Hereditaments, and shall be paid and payable out of the same, and the Rents and Profits thereof.

Guardians may borrow Money at a lower Rate to pay off Securities bearing a higher Rate of Interest.

XCIV. Provided always, and be it further enacted, That in case the said Guardians can at any Time borrow or take up any Sum of Money for the Purposes of this Act at a lower Rate of Interest than any Securities which shall then be in force shall bear, it shall be lawful for the said Guardians from Time to Time to charge the said Poor Rates, and also the said Messuages, Lands, and Hereditaments, in such Manner and with such Restrictions as herein mentioned, with such Sum or Sums of Money as they shall think proper, and the Interest thereof at such lower Rate as aforesaid, to pay off and discharge any Security bearing a higher Rate of Interest, according to the Regulations and Directions herein prescribed for paying off such Securities.

In case of the Death of Officers the Executors to deliver up Books and pay Balances, &c.

XCV. And be it further enacted, That if any Treasurer, Assistant Overseer, Collector, Officer, or other Person appointed, employed, or authorized to collect or receive any of the Rates or Sums of Money hereby authorized to be raised shall die before the Expiration of his Office, or before he shall have fully accounted for, paid, and satisfied all the Monies by him received, then and in every such Case his Executors and Administrators, or other legal Representative or Representatives, shall, within Fourteen Days next after his Decease, deliver over all Deeds, Papers, Writings, Books of Account, and Things concerning his Office, to such Person or Persons as the said Guardians for the Time being, at any General or Special Meeting, shall appoint for that Purpose.

Removal, Prosecution, or Commitment of any Officer not to discharge Securities.

XCVI. And be it further enacted, That neither the Removal, Prosecution, or Commitment of any Clerk, Treasurer, Assistant Overseer, Collector, or Officer appointed by virtue of this Act, or any Proceedings against him, or his Executors or Administrators, shall acquit or discharge any Security or Surety that shall or may have been taken by or given to the said Guardians for the due and faithful Execution of the Office of such Clerk, Treasurer, Assistant Overseer, Collector, or other Officer, or the Payment of the Money to be by him received as aforesaid; but such Security or Surety shall be discharged when the Terms or Conditions of such Security shall have been fulfilled or satisfied.

Mode of recovering Fines and Penalties.

XCVII. And be it further enacted, That all Fines, Penalties, Forfeitures, and Sums of Money imposed or recoverable by this Act or the said recited Act hereby repealed, and which shall have been incurred and remain unpaid at the Time of the Commencement of

of this Act, (the Manner of levying or recovering whereof is not otherwise hereinbefore particularly provided for,) may, in case of Nonpayment thereof, be recovered in a summary Way by Order and Adjudication of Two or more Justices of the Peace for the said County of *Warwick*, on Complaint to them for that Purpose made; and such Justices, or any Two other Justices of the said County, are hereby authorized and required to summon the Party against whom such Complaint shall be made, by Notice in Writing given to him, or left at his usual or last Place of Abode, and to summon and examine any Witness upon Oath, or Affirmation in case such Witness shall be of the People called *Quakers*, of and concerning such Offences, Matters, and Things, and to hear and determine the same; and such Fines, Penalties, Forfeitures, and Sums of Money shall and may afterwards be levied, on Nonpayment, as well as the Costs of such Proceedings, by Distress and Sale of the Goods and Chattels of the Offender or Person liable to pay the same, by Warrant under the Hands and Seals of any Two such Justices; and the Overplus (if any) of the Money so levied or incurred, after discharging the Fine, Penalty, or Forfeiture for which such Warrant shall be issued, and the Costs and Expences of recovering and levying the same, shall be returned to the Owner of the Goods or Chattels so seized or distrained; and in case such Fines, Penalties, Forfeitures, and Sums of Money shall not be forthwith paid upon Conviction, then it shall and may be lawful for any Two such Justices to order the Offender so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant of Distress, unless the same Offender shall procure sufficient Sureties, to the Satisfaction of any Two of such Justices, for his Appearance before them, or any Two other of such Justices, on such Day as shall be appointed for the Return of such Warrant of Distress, such Day not being more than Seven Days from the Time of taking any such Security, and which Security any Two such Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress can be had thereupon, it shall be lawful for any Two Justices of the Peace as aforesaid, and they are hereby authorized and required, by Warrant under their Hands and Seals, to cause such Offender to be committed to the Common Gaol or House of Correction of the said County of *Warwick*, there to remain, without Bail or Mainprize, for any Term not exceeding Three Calendar Months, unless such Fines, Penalties, Forfeitures, and Sums of Money, and all reasonable Charges, shall be sooner paid and satisfied; and such Penalties, Forfeitures, and Sums of Money, when so levied (the Application whereof is not otherwise directed), shall be paid to the Treasurer of the said Guardians, and wholly applied to the Purposes of the said respective Acts, and to or for no other Use or Purpose whatsoever.

XCVIII. And be it further enacted, That in all Cases where any Person shall be convicted of any Offence committed against this Act, or any Matter in pursuance thereof, the Conviction shall be in the Words or to the Effect following:

Form of Conviction.

'County of *Warwick*.' BE it remembered, That on the Day of in the Year of our Lord *A. B.* is convicted before me [*or* us] of His Majesty's Justices of the Peace for the County of *Warwick*, by virtue of an Act passed in the Second Year of the Reign of King *William* the Fourth, intituled *An Act* [*here set forth the Title of this Act*], for that he the said *A. B.* did on the Day of in the Year of our Lord [*here state the Offence*], by reason whereof I [*or* we] do hereby adjudge the said *A. B.* to have forfeited [*if the Offender is to be fined*] the Sum of [*insert the Penalty*] together with the Sum of for Costs and Charges [*if any given*]; or [*if to be imprisoned, then*] do adjudge the said *A. B.* to be committed to the [*naming the Gaol*] for the Space of [*insert the Time, and if the Commitment be for the Nonpayment of a Penalty, then add*, unless the said Sum of shall be sooner paid]. Given under my [*or* our] Hand and Seal [*or* Hands and Seals], the Day and Year first above written.'

Justices to proceed by Summons in recovery of Penalties.

XCIX. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture imposed is made recoverable by Information before a Justice or Justices of the Peace, it shall and may be lawful for any Justice or Justices of the Peace to whom Complaint shall be made of any Offence against this Act to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice or Justices; and all such Proceedings by Summons without Information shall be as good and effectual to all Intents and Purposes as if an Information in Writing was exhibited.

Convictions &c. not to be quashed for Want of Form, nor be removable by Certiorari.

C. And be it further enacted, That no Warrant, Order, Judgment, Conviction, or other Proceedings touching or concerning any of the Matters aforesaid, or touching or concerning the Conviction of any Offender under this Act, or any Order made or other Matter or Thing to be done or transacted in or relating to the Execution of this Act, shall be vacated or quashed for Want of Form only, or be removed or removable by Certiorari, or any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster*; nor shall any other Order made, or any other Matter or Thing done or transacted, in or relating to the Execution of this Act, be vacated or quashed for Want of Form only; any Law or Statute to the contrary notwithstanding.

Appeal.

CI. And be it further enacted, That in all Cases where any Body Politic, Corporate, or Collegiate, or any Person or Persons, shall think himself aggrieved by any Survey or Valuation, or any Rate for the Relief of the Poor, or by any Order or Conviction, or any other Matter or Thing which shall be made, had, or done in pursuance of this Act or of the said Act hereby repealed, it shall and may be lawful to and for such Body Politic, Corporate, or Collegiate, or Person, to appeal to the Justices of the Peace of the said County of *Warwick*

at the General or Quarter Sessions of the Peace which shall be holden in and for the said County within Four Months next after such Survey or Valuation, or Demand made of any such Rate, or next after any such Order, Conviction, Matter, or Thing being made, had, done, or committed, (as the Case may be,) such Appellant first giving or causing to be given Fourteen Days Notice at least in Writing of his Intention to bring such Appeal, and of the Nature and Ground thereof, as well to the said Guardians, Churchwardens, and Overseers for the Time being, and to such other Person as shall be intended to be affected by such Appeal, as also (in case of every Appeal against any Conviction or other Proceedings had, made, or done by or before any Justice or Justices of the Peace,) to the Justice or Justices of the Peace by or before whom such Conviction or Proceedings shall have been had, made, or done, and further, within Five Days next after giving or causing to be given such Notice as aforesaid entering into a Recognizance before such Justice or Justices, or some other Justice of the Peace for the said County, with Two sufficient Sureties, in such reasonable Sum or Sums of Money as such Justice or Justices shall direct, conditioned to try such Appeal and to abide such Order as shall thereupon be made, and to pay such Costs as shall be awarded by such Justices at such General or Quarter Sessions as aforesaid; and it shall be lawful for the said Justices, and they are hereby required, at such General or Quarter Sessions, or at some Adjournment thereof, upon due Proof of such Notice as before directed having been given, and of the entering into such Recognizance as hereinbefore is mentioned, to hear and finally determine the Causes and Matters of every such Appeal in a summary Way, and to award such Restitution, Damages, and Costs to the Appellant or Respondent, not exceeding the Amount of the Sum or Sums of Money, Charges, and Expences which shall have been actually recovered and received by any Person or Persons in pursuance of this Act, together with such reasonable Costs, Charges, and Expences of prosecuting or defending such Appeal, as the said Justices shall think proper; which Determination of the said Justices at such General or Quarter Sessions, or Adjournment thereof, as aforesaid, shall be final, binding, and conclusive to all Intents and Purposes whatsoever: Provided always, that in case there shall not be Time to give the said Fourteen Days Notice before the holding of such next General or Quarter Sessions of the Peace as aforesaid, then such Appeal shall and may be made, heard, and determined at the first General or Quarter Sessions prior to the holding of which there shall have been Time to give such Notice as aforesaid, such Recognizance having been previously given and entered into as aforesaid.

Justices may amend the Rates upon Appeal.

CII. And be it further enacted, That in Cases of Appeal to the Justices of the Peace for the County of *Warwick* against or relating to any Survey or Valuation, or Rate for the Relief of the Poor, made under or by virtue of this Act, the said Justices upon hearing such Appeal, where they shall see just Cause of Relief, shall and are hereby empowered to correct, alter, and amend such Survey or Valuation, or Rate, in such Manner only as shall be necessary for giving Relief to the Person so appealing, without quashing or wholly setting aside

aside the same Survey or Valuation, or Rate respectively: Provided always, that if the Court shall think it proper and necessary for giving such Relief to the Person appealing, that the Survey or Valuation, or Rate, should be wholly quashed, then and in such Case the Court may wholly quash the same, and order a new Survey and Valuation, or Rate, to be made.

Inhabitants to be deemed competent Witnesses.

CIII. And be it further enacted, That no Inhabitant of the said Parish of *Birmingham* shall be deemed an incompetent Witness in any Suit, Action, Information, Complaint, Appeal, Prosecution, or other Proceeding to be had, made, prosecuted, or carried on under the Authority of this Act, by reason of such Person being rated or assessed, or liable to be rated or assessed, under or by virtue of this Act.

Attendance of Witnesses may be compelled.

CIV. And be it further enacted, That it shall and may be lawful for any Justice or Justices, who is and are hereby empowered and required to hear and determine any Complaint under or by virtue of this Act, to issue a Summons under his or their Hand and Seal or Hands and Seals to any Person to attend as a Witness, and to give Evidence upon Oath or solemn Affirmation, before any such Justice or Justices, touching any Matter or Fact contained in any Information or Complaint for any Offence against this Act, or against any Rule or Order made in pursuance thereof, whether on the Part of the Prosecutor or of the Person complained of, and which Summons such Justice or Justices is and are hereby required to issue upon being applied to; and if such Person or Persons so summoned as aforesaid, upon being paid or tendered a reasonable Sum for his, her, or their Costs, Charges, Trouble, and Attendance, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, without a reasonable Excuse for such Refusal or Neglect, to be approved of by such Justice or Justices, or appearing shall refuse to be examined on Oath or solemn Affirmation, and give Evidence, before such Justice or Justices, then and in every such Case every such Person shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Serving of Notices, &c.

CV. And be it further enacted, That all Notices and Summonses which are directed and required to be given by this Act, or which are or may be directed or required to be given by any Rule, Order, or Regulation to be made in pursuance of this Act, or which shall or may be necessary for carrying into execution any of the Powers of this Act, or any or either of such Rules, Orders, or Regulations, of which the Manner of serving the same is not particularly directed by this Act, shall be printed or written, and shall or may be served, either by delivering the same personally to the Person or Persons to whom such Notices respectively are to be given, or by leaving the same with some Inmate at his usual or last known Place of Abode, and with respect to the said Guardians, by leaving the same with the Clerk, or in his Absence with any other Officer of the said Guardians, at the Workhouse in or belonging to the said Parish, and being so respectively given or left shall be deemed to be given and served according to the Meaning of this Act.

CVI. Pro-

Union of St. Martin, St. Philip, and St. George, for the Purposes of this Act.

CVI. Provided always, and be it enacted, That the Parishes of *Saint Martin*, *Saint Philip*, and *Saint George* within the said Town of *Birmingham* shall, as to any Rates to be made under or by virtue of this Act, or the Appointment of any Assistant Overseers or Collectors, and all and every other Matters and Things herein contained, be deemed and taken to be One Parish, without any Distinction or Separation of Parishes whatsoever.

All Meetings of the Inhabitants or Rate Payers to be held in the Town Hall.

CVII. And be it further enacted, That all Meetings of the Inhabitants of the said Parish in Vestry assembled upon a Requisition signed by the Rector, Minister, or Church or Chapel Wardens of or in any of the Parishes in *Birmingham*, and addressed to and delivered to the Clerk of the Commissioners for carrying the Act herein-after mentioned into effect, Three clear Days before the said Meeting, and also all Meetings of Rate Payers to elect Guardians upon a Requisition signed by the major Part of the Churchwardens and Overseers of the said Parish for the Time being, to be addressed and delivered as aforesaid, shall, when the same shall have been built, be held in the Town Hall to be erected under and by virtue of an Act passed in the Ninth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for better paving, lighting, cleansing, and otherwise improving the Town of* Birmingham *in the County of* Warwick, *and for regulating the Police and Markets of the said Town*, and not in the Parish Churches or elsewhere; any Law, Usage, or Custom, or any Provision herein contained to the contrary notwithstanding: Provided always, that none of the said Meetings shall be held during the Period in which the said Town Hall is by the said Act placed under the Controul and Direction of the Committee of Governors of the General Hospital in *Birmingham* aforesaid, and that nothing herein contained shall abridge or alter the Powers or Authorities by the said Act vested in them.

9 G. 4. c. 54.

Limitation of Actions.

CVIII. Provided always, and be it further enacted, That no Action or Suit shall be brought against the said Guardians, or any Person, for any thing done under colour of or in pursuance of this Act, except it be brought within Six Months next after the Fact shall have been committed out of which the Cause of such Action shall have arisen; and every such Action shall be laid and brought in the County or Place where the Cause of Action shall have arisen, and not elsewhere: Provided also, that no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other Proceeding, unless Notice in Writing shall have been given to the said Guardians or Person against whom the same is intended to be brought, or left at his last or usual Place of Abode, Twenty-one Days before such Action shall be commenced, signed by the Attorney for the Plaintiff, specifying the Cause of such Action, nor shall the Plaintiff recover in such Action if Tender of sufficient Amends shall be made by or on behalf of the said Guardians, or the Party who shall have committed or caused to be committed the said Fact, before such Action brought; and in case no such Tender shall have been made, it shall and may be lawful for the Defendant in any such Action, by Leave of the Court where such an Action shall depend, to pay into

Court such Sum of Money as he shall think fit, whereupon such Proceeding, Order, and Judgment shall be had, made, or given in and by such Court as in other Actions where the Defendant is allowed to pay Money into Court: Provided also, that the Defendant in every such Action may plead the General Issue, and give this Act and the special Matter in Evidence, at the Trial to be had thereupon, and that the same was done in pursuance of and by Authority of this Act; and if upon the Trial of such Action it shall appear to have been so done, or that such Action shall have been brought before the Expiration of Twenty-one Days next after such Notice shall have been given as aforesaid, or after a sufficient Satisfaction made, tendered, or paid into Court as aforesaid, or after the Time limited for bringing the same as aforesaid, then and in every such Case the Jury shall find for the Defendant; and if the Plaintiff shall become nonsuited, or shall discontinue his Action, or if a Verdict shall be found against the Plaintiff, or if upon Demurrer Judgment shall be given against the Plaintiff, then and in every such Case the Defendant shall and may recover his Costs, and have the like Remedy for the same as any Defendant has for Costs of Suit in other Cases of Law.

General Issue may be pleaded.

CIX. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *Abraham Spooner*, *John Mander*, *Thomas Pemberton*, *Walter Tippin*, *Randolph Bradborne*, *Sampson Loyd*, *Joseph Bradnock*, *John Gisborne* senior, *Joseph Farmer*, *Thomas Ashwell*, *Thomas Holford*, *George Davies*, and *Richard Banner*, the Trustees named in the said Indenture of the Seventeenth Day of *April* One thousand seven hundred and thirty-four, and their Heirs and Assigns; and also *Samuel Galton* the elder, *Joseph Jukes*, *Joshua Allison*, *Michael Lakin*, *William Hutton*, *Thomas Robinson*, *William Walker*, *Robert Blyth*, *Thomas Willmere*, *Benjamin Blyth*, *Thomas Archer*, *William Ryland*, *Samuel Ryland*, *Joseph Fearon*, *John Buchanan*, *William King*, *Richard Jeffcoate*, *James Timmins*, and *Joseph Marston*, the Trustees named in the said Indenture of the Fifth Day of *April* One thousand seven hundred and eighty-eight, their Heirs and Assigns; and also *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Nevill*, *Thomas Osler*, *William Pearsall*, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, the Trustees named in the Two several Indentures of the Fifteenth Day of *November* One thousand eight hundred and twenty-eight, hereinbefore respectively recited, their Heirs and Assigns; and also *John Culcope Bond*, *Richard Cadbury*, *Charles Cope*, *Benjamin Guest*, *Roger Williams Gem*, *Paul Moon James*, *Thomas Lowe*, *Joseph Lycett*, *George Frederick Muntz*, *James Pearson*, *Richard Pratchet*, *Samuel Rawlins*, *Timothy Smith*, *Joshua Scholefield*, and *John Turner*, the Trustees named in the said Indenture of the Third Day of *April* One thousand eight hundred and twenty-four; and also the said *Paul Moon James*, *Timothy Smith*, *John Lawrence*, *James Pearson*, *William Nevill*, *Thomas Osler*, *Thomas Beilby* the younger, *Richard Brinton*, *Samuel Allport*, *Thomas Fiddian*, *Charles Hancock*, and *John Linwood*, the

Saving Clause.

the Trustees named in the said Indenture of the Twenty-fifth Day of *January* One thousand eight hundred and twenty-four, their Heirs and Assigns; and all and every other Person and Persons whomsoever claiming or to claim any Estate, Right, Title, or Interest of, in, to, or out of the said Hereditaments respectively comprised in the said Three Schedules to this Act annexed, by, through, or under the said several Trustees respectively named in this present Exception, or any of the same Trustees respectively; and also the Guardians of the Poor of the Parish of *Birmingham* under the said Act of the Twenty-third Year of His late Majesty King *George* the Third, hereby repealed, their Heirs and Assigns,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the same Hereditaments comprised in the said Three Schedules to this Act annexed, as they, every or any of them, had before the passing of this Act, or would, could, or might have had, held, or enjoyed if this Act had not been passed.

General Construction of this Act.

CX. And be it further enacted, That wherever in this Act the Singular Number is used it shall be construed to include any Number of Persons, Matters, and Things; and wherever the Masculine Gender is used it shall be construed to include Females as well as Males, and also Bodies Politic, Corporate, and Collegiate.

Expences of the Act to be paid.

CXI. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and incurred in relation thereto, and which may be hereafter incurred in carrying the same into execution, shall be borne, paid, and discharged out of the first Monies which shall arise or be collected by the Churchwardens and Overseers out of any Rate made or to be made for the Relief and Maintenance of the Poor of the said Parish of *Birmingham*.

Public Act.

CXII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.

The

The SCHEDULES to which this Act refers.

The First SCHEDULE.

All that Messuage, Tenement, or Dwelling House, with the Infirmary, Lying-in Asylum, Offices, Outbuildings, Courtyards, and Appurtenances thereto belonging, (being the present Workhouse and Infirmary,) situate and being in and fronting to Lichfield Street in Birmingham aforesaid, and bounded at the Back Part thereof by Steelhouse Lane in Birmingham aforesaid; and also all that Piece or Parcel of Land whereon the said Buildings and Premises are erected, and which said Piece or Parcel of Land, including the Site of the said Buildings, contains by Admeasurement Three thousand seven hundred and seventy-four square Yards or thereabouts; all which Hereditaments and Premises are comprised in and were conveyed by the said Indentures bearing Date the Sixteenth and Seventeenth Days of April One thousand seven hundred and thirty-four, and the Fourth and Fifth Days of April One thousand seven hundred and eighty-eight, the first-recited Indentures bearing Date the Fourteenth and Fifteenth Days of November One thousand eight hundred and twenty-eight, and the secondly-recited Indentures bearing Date the said Fourteenth and Fifteenth Days of November One thousand eight hundred and twenty-eight.

The Second SCHEDULE.

All that Messuage, Tenement, or Dwelling House, with the Offices, Outbuildings, Courtyards, and Appurtenances thereto belonging, being the present Asylum and Buildings, situate in and fronting to Summer Lane in Birmingham aforesaid; and all that Messuage, Tenement, or Cottage, with the Appurtenances thereto belonging, situate in and fronting to Walmer Lane in Birmingham aforesaid; and also all that Piece or Parcel of Land now in Gardens, upon Part whereof the said Messuage, Tenement, or Dwelling House, Cottage, Buildings, and Premises are erected, bounded on the West by Summer Lane aforesaid, on the East by Walmer Lane, on the North by a Road or Highway leading from Summer Lane to Walmer Lane, and on the South by Land belonging to Scot's Trust; and which said Piece or Parcel of Land, including the Site of the said Buildings, contains by Admeasurement Three Acres One Rood and Eighteen Perches or thereabouts; all which said Hereditaments are comprised in and were conveyed by the said Indentures

Indentures bearing Date the Second and Third Days of April One thousand eight hundred and twenty-four.

And also all that Piece or Parcel of Land, now in Gardens, with the Building thereon erected, used as a Bath, situate and being in and fronting to Summer Lane in Birmingham aforesaid, and containing by Admeasurement One Rood and Thirty-two Perches or thereabouts; and also all that Piece or Parcel of Land, Part of which is in Gardens, bounded on the South and West by Land of Miss Colmore, on the North by Land of Messieurs Grafton and Company, and on the East by Summer Lane aforesaid, and containing by Admeasurement Five Acres Two Roods and Twenty-three Perches or thereabouts; all which said last-mentioned Hereditaments are comprised in and were conveyed by the said Indentures bearing Date the Twenty-fourth and Twenty-fifth Days of January One thousand eight hundred and twenty-four.

The Third SCHEDULE.

The following are the Lands allotted to the Guardians of the Poor of the Parish of Birmingham under the Inclosure Act of the Thirty-eighth George Third hereinbefore recited: —

All that Piece or Parcel of Land situate and being at Winson Green in the Parish of Birmingham, pointing on the West to a Road leading from the Sand Pits to Nineveh, bounded on the South by a Plantation belonging to the Birmingham Canal Company, and on the North and East by Land belonging to Piddock's Charity; which said Piece or Parcel of Land contained by Admeasurement Two Acres and Thirteen Perches or thereabouts.

And also all those Three other Pieces or Parcels of Land lying together, situate and being at a Place called Birmingham Heath in the said Parish of Birmingham, bounded on the South by the Turnpike Road leading from Birmingham to Dudley, on the West by Land belonging to Miss Caroline Colmore, on the North by a Plantation belonging to the Birmingham Canal Company, and on the East by Land now or late belonging to Messieurs Lloyds and Harford, and which said Three Pieces or Parcels of Land contain together by Admeasurement Fifteen Acres and Twenty-four Perches, or thereabouts.

And also all that Piece or Parcel of Land situate and being at Birmingham Heath aforesaid, fronting on the North to a Road or Highway called the Lodge Road, leading from a Place called Hockley to Winson Green aforesaid, and abutting on the South upon the Towing Path of the Birmingham Canal Navigation, bounded on the West by Land of William Phillips Inge Esquire and the Lords of the Manor of Birmingham, and on the East

by Land of Sir Thomas Gooch; which said Piece or Parcel of Land contains by Admeasurement Five Acres and Fourteen Perches or thereabouts.

And also all that other Piece or Parcel of Land situate and being at Key Hill in the said Parish of Birmingham, bounded on Part of the West by a Road or Highway leading from the Sand Pits to Handsworth, on the East by a private Carriage Road and by Land and Buildings of the late Mr. John Home, on the North by a Road or Highway leading from and out of the Turnpike Road from Birmingham to Handsworth to Little Hockley Pool, and on the South by Land of Sir Thomas Gooch; which said Piece or Parcel of Land contains by Admeasurement Eight Acres One Rood and Two Perches or thereabouts.

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