such Boundaries, and aid him in the Execution of this Act: Provided always, that as regards the Boundaries of any Royal or Parliamentary Burgh, City, or Town, the Magistrates and Council thereof shall, upon Application made to them by the Officer appointed by the Master General and Board of Ordnance as aforesaid, appoint a fit and proper Person or Persons to attend him for the Purposes aforesaid; and if any of the Persons to be so appointed by the Sheriff and Magistrates and Council respectively, and accepting the Appointment, shall neglect or refuse to attend and aid in the Execution of this Act in the Manner herein required, such Person shall be liable in the Penalties hereby imposed upon the Clerk of the Peace or other Person neglecting or refusing so to do in *England*.

Duration of Act.

XVIII. And be it enacted, That all the Powers in this Act contained shall cease and determine on the Thirty-first Day of *December* One thousand eight hundred and forty-six.

Act may be amended, &c.

XIX. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

CAP. XXXI.

An Act to provide for the Surrender of Premises formerly used for Court Houses, but no longer used for that Purpose, in *Ireland*. [21st *June* 1841.]

'WHEREAS by an Act passed in the Session of Parliament holden in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to consolidate and amend the Laws relating to the Presentment of Public Money by Grand Juries in* Ireland, it was among other things provided, that it might be lawful for any Grand Jury, without any previous Application to a Presentment Sessions, to present that any Sum not exceeding One thousand Pounds shall be raised off any County, and paid to the Lessor in any Lease of Premises held for any public Purposes, or the Representatives of such Lessor, as a Consideration for accepting a Surrender of such Lease: And whereas it is expedient to make more ample Provision for the like Purpose;' be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the Grand Jury of any County, (for a Court House of which County any Premises were formerly used which are now used no longer for that Purpose, but are held at a Rent which has been hitherto paid by means of Presentments of the Grand Juries of such County,) at any Assizes to be holden for such County in the present Year, or in the Year One thousand eight hundred and forty-two, or in the Year One thousand eight hundred and forty-three, to appoint a Committee, consisting of not

6&7 W. 4. c. 116. s. 88.

Committee of Grand Jurors may be appointed to contract for the Surrender of Premises, comprising former Court Houses no longer used.

not less than Five and not more than Seven of such Grand Jury as aforesaid, for the Purpose of effecting the Surrender of such Premises; and it shall be lawful for such Committee, or the major Part of them, or of the Survivors of them, to enter into an Agreement in Writing with the Person entitled to such Rent and to the Reversion of such Premises, to the Effect that the said Premises shall be valued, and that a Surrender thereof shall be effected, as directed by this Act; and such Agreement shall be thereupon deposited with the Clerk of the Crown for such County, and a true Copy, certified by such Clerk of the Crown, shall be deposited with the Sheriff of such County, One Month before the then next Assizes; and at such Assizes a Jury shall be empannelled before the Judges of Assize for such County, or one of them, consisting of Persons summoned to try Issues of Nisi Prius at such Assizes, and shall try and inquire who is the Person entitled to such Rent and Reversion, and what Rent is payable for the same and every Part thereof, by or on the Part of such County or the Grand Jury thereof, or any Trustee for such County or Grand Jury, and for what Term or Estate the said Premises are held, and in whom the same are vested in Trust for or on behalf of such County or the Grand Jury thereof, and what is the annual Value of such Premises, estimated at the Rent at which the same might be reasonably expected to let for the Term or Interest in respect of which such Rent is payable; and the Finding of such Jury shall be entered upon Parchment, and filed with the Clerk of the Crown of such County, and kept by him among the County Records; and in case such Jury shall not find that the Person by or on behalf of whom such Agreement shall be entered into under the Provisions of this Act is entitled to such Rent and Reversion, no further Proceedings shall be taken under this Act founded on such Agreement.

The Person entitled to the Rent, and the present annual Value of the Premises, to be ascertained by a Jury before a Judge of Assize.

II. And be it enacted, That it shall be lawful for any Guardian, Husband, or Committee of any Infant, Feme Covert, Idiot, or Lunatic, to apply, if he shall think fit, in a summary Way, by Petition to Her Majesty's Court of Chancery or Exchequer in *Ireland*, for Leave to enter into any Agreement or Agreements under this Act; and the Court shall have Power to inquire into the Propriety of giving such Leave, and to make such Order on any such Petition as to the Court shall seem meet; and if the Court shall give such Leave as aforesaid then it shall be lawful for the Person who shall have presented the Petition to enter into any such Agreement or Agreements, and the same shall be as binding and effectual, to all Intents and Purposes whatsoever, as if the Person giving the same had been the sole absolute Proprietor of the Land, Premises, or Rent, and Reversion, in respect of which such Agreement or Agreements shall be entered into.

Guardians, Husbands, and Committees of Infants, Femes Covert, and Lunatics empowered to contract, with Leave of the Court of Chancery.

III. And be it enacted, That it shall be lawful for such Committee, or the major Part of them, to agree with the Person entitled to such Rent and Reversion for the Surrender of such Premises, for any Sum which the said Committee, or the

Committee empowered to agree for the Surrender of the Premises; the Amount to be paid for such

Surrender not to exceed 20 Years Purchase of the Difference between the yearly Rent of the Premises and the annual Value found by the Jury.

the major Part of them, shall deem reasonable, not exceeding Twenty Years Purchase of the Amount of the Difference between such yearly Value to be so found by such Jury, and the Amount of the Rent at which such Premises shall be so held; and it shall be lawful for the Grand Jury of such County, at the same Assizes at which such Finding shall be had, or at the next ensuing Assizes, to consider such Agreement as last aforesaid, and to approve or reject the same, and, if they shall think fit, to present, with the Approbation of the Judges of Assize, or one of them, the Sum so agreed on, and the Costs and Expences of any necessary Proceedings for carrying this Act into execution in relation to such Premises; and such Sum shall be paid or lodged, as by this Act directed, by the Treasurer of such County, as directed by the said Committee; and upon Payment of the Sum so agreed on to the Person who by such Finding of the Jury shall be found so entitled to such Rent or Reversion, or on the Payment or Lodgment thereof in Court as herein-after directed, such Rent shall cease, and the Estate or Interest in respect of which such Rent is now payable shall vest in such Person so interested as aforesaid, as if the same were duly surrendered to him, or in some Person as a Trustee for him, to be named for that Purpose in such Agreement as last aforesaid; and such County, and the Grand Jury thereof, and any Person who is or heretofore was the Lessee of such Person on behalf of or in Trust for such County or the Grand Jury thereof, and his Heirs, Executors, and Administrators, shall thenceforth be exonerated from all Liability to such Rent, or any Covenants contained in any Lease of such Premises: Provided always, that it shall be lawful for such Commissioners to pay or cause to be paid the Amount so agreed to be paid as aforesaid into the Court in which any such Petition shall be presented, on which Petition any such Order shall be made, and to lodge the same to the Credit of the Matter or the Cause in which such Order may be made, to be dealt with as to such Court shall seem meet, according to the Interests of the Parties entitled to such Rent and Reversion; and such Payment and Lodgment shall be deemed a valid Payment in pursuance of such Agreement as last aforesaid: Provided also, that such Committee as aforesaid, or any Member or Members thereof, shall not be personally answerable or liable in any Manner upon or by reason of any such Contract or Agreement.

The Amount may be paid into the Court in which the Petition shall be presented.

Committee not to be personally liable.

Interpretation Clause.

IV. And be it enacted, That whenever this Statute hath used Words importing the Singular Number or the Masculine Gender only, it shall be understood to include several Matters as well as one Matter, and several Persons as well as one Person, and Females as well as Males, and Bodies Corporate as well as Individuals, unless it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Act may be amended, &c.

V. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this present Session of Parliament.