CAP. XXXV.

An Act for the Commutation of certain Manorial Rights in respect of Lands of Copyhold and Customary Tenure, and in respect of other Lands subject to such Rights, and for facilitating the Enfranchisement of such Lands, and for the Improvement of such Tenure. [21st *June* 1841.]

'WHEREAS it is expedient to provide the Means for an adequate Compensation for the Rents, Fines, and Heriots 'payable to the Lords of Manors in respect of Lands of 'Copyhold and Customary Tenure, and in respect of other 'Lands subject to such Payments, or any of them, and for 'facilitating the voluntary Enfranchisement of such Lands, 'and for improving such Tenure:' 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 "The Tithe Commissioners for *England* and *Wales*" for the Time being shall be the Commissioners for carrying this Act into execution; and that, should the same not be fully carried into effect before the Duties of the said Tithe Commissioners shall cease, it shall be lawful in such Case for One of Her Majesty's Principal Secretaries of State to appoint any Number of fit Persons to be Commissioners to carry this Act into execution, in the Place of such Commissioners so ceasing to act, and at pleasure to remove any One or more of the Commissioners so appointed, so that the Number of Commissioners shall never exceed Three; and upon every Vacancy in the Office of Commissioner some other fit Person shall be appointed to the said Office in like Manner; and until such Appointment it shall be lawful for the remaining Commissioners or Commissioner to act as if no such Vacancy had occurred.

Appointment of Commissioners.

Style of Commissioners.

II. And be it enacted, That the Commissioners acting in the Execution of this Act shall be styled "The Copyhold Commissioners," and shall have their Office in *London* or *Westminster*; and they, or any Two of them, may sit from Time to Time, as they deem expedient, as a Board of Commissioners for carrying this Act into execution; and the said Commissioners shall cause to be made a Seal of the same Board, and shall cause to be sealed or stamped therewith all Agreements and Awards or Apportionments confirmed by the said Commissioners in pursuance of this Act; and all such Agreements, Awards, Apportionments, and other Instruments proceeding from the said Board, or Copies thereof, purporting to be sealed or stamped with the Seal of the said Board, shall be received in Evidence without any further Proof thereof; and no Agreement, Award, or Apportionment shall be of any Force unless the same shall be sealed or stamped as aforesaid.

To have a Common Seal.

Instruments sealed to be received in Evidence.

III. And

Commissioners to report to Secretary of State.

III. And be it enacted, That the said Commissioners shall from Time to Time give to any One of Her Majesty's Principal Secretaries of State such Information respecting their Proceedings, or any Part thereof, as the said Principal Secretary of State shall require, and shall once in every Year send to One of the Principal Secretaries of State a General Report of their Proceedings; and every Year such General Report shall be laid before both Houses of Parliament within Six Weeks after the Receipt of the same by such Principal Secretary of State, if Parliament be sitting, or if Parliament be not sitting then within Six Weeks after the next Meeting thereof.

Annual Report to be laid before Parliament.

Power to appoint and remove Assistant Commissioners, Secretary, &c. 6 & 7 W. 4. c. 71.

IV. And be it enacted, That it shall be lawful for the said Commissioners from Time to Time to employ such of the Assistant Commissioners appointed under the Provisions of an Act passed in the Sixth and Seventh Years of the Reign of His late Majesty King *William* the Fourth, and intituled *An Act for the Commutation of Tithes in* England *and* Wales, as they shall see fit, or to appoint a sufficient Number of other Persons to be Assistant Commissioners, and also a Secretary, Assistant Secretaries, and all such Clerks, Messengers, and Officers as they shall deem necessary, and to remove such Assistant Commissioners, Secretary, Assistant Secretaries, Clerks, Messengers, or Officers, or any of them, and on any Vacancy in any of the said Offices to appoint some other Person to the vacant Office; and the Persons so employed or appointed shall assist in carrying this Act into execution at such Places and in such Manner as the said Commissioners may direct: Provided always, that the said Commissioners shall not appoint more than Ten such Assistant Commissioners to act at any One Time, unless the Lord High Treasurer, or any Three or more of the Commissioners of Her Majesty's Treasury, of the United Kingdom of *Great Britain* and *Ireland*, shall, in the Case of each such additional Appointment, consent thereto: Provided further that the Number of such Clerks, Messengers, and Officers shall be subject to the like Consent.

No Commissioner to sit in House of Commons.

V. And be it enacted, That no Commissioner or Assistant Commissioner appointed as aforesaid shall during the Continuance of such Office be capable of being elected or of sitting as a Member of the House of Commons.

Operation of Act as to Appointments limited to Five Years.

VI. And be it enacted, That no Commissioner or Assistant Commissioner, Secretary, or other Officer or Person so to be appointed, shall hold his Office for a longer Period than Five Years next after the Day of the passing of this Act, and thenceforth until the End of the then next Session of Parliament; and after the Expiration of the said Period of Five Years and the then next Session of Parliament so much of this Act as authorizes such Appointment shall cease.

Salaries and Allowances;

VII. And be it enacted, That the Salaries of the Commissioners, the Allowance to the Assistant Commissioners, and the Salary of the Secretary, Assistant Secretaries, Clerks, Messengers, and other Officers to be appointed under this Act, shall be from Time to Time regulated by the Lord High Treasurer,

or

or the Commissioners of Her Majesty's Treasury, or any Three of them: Provided always, that the Salary of a Commissioner shall not exceed the Sum of Two thousand Pounds a Year, including any Salary to which he may be entitled under the said Act of His late Majesty King *William* the Fourth; nor the Allowance to an Assistant Commissioner the Sum of Three Pounds for every Day that he shall be actually employed or travelling in the Performance of the Duties of his Office, including any Allowance to which he may be entitled under the said Act; nor the Salary of the Secretary the Sum of Eight hundred Pounds a Year; and that the Salaries of the Assistant Secretaries, Clerks, Messengers, and other Officers shall be in fit Proportion: Provided also, that the said Lord High Treasurer, or Commissioners of Her Majesty's Treasury, may allow to any Commissioner or Assistant Commissioner, Secretary, Assistant Secretary, Clerk, Messenger, or other Officer, any such reasonable travelling or other Expences as may have been incurred by him in the Performance of his Duties under this Act, in addition to his Salary or Allowance respectively.

to be paid out of Consolidated Fund.

VIII. And be it enacted, That the Salaries, Allowances, and travelling and other Expences of the Commissioners, Assistant Commissioners, Secretary, Assistant Secretary, Clerks, Messengers, and Officers as aforesaid, and all other incidental Expences of carrying this Act into execution not herein otherwise provided for, shall be paid by the Lord High Treasurer, or the Commissioners of Her Majesty's Treasury, out of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*.

Declaration of Commissioners, &c.

IX. And be it enacted, That every Commissioner shall, before he shall enter upon the Execution of his Office, make the following Declaration before One of the Judges of Her Majesty's Courts of Queen's Bench or Common Pleas, or One of the Barons of the Court of Exchequer; (that is to say,)

'I [*A.B.*] do solemnly declare, That I will faithfully, impartially, and honestly, according to the best of my Skill and Judgment, fulfil all the Powers and Duties of a Commissioner under an Act passed in the Fourth Year of the Reign of Queen *Victoria*, intituled [*here set forth the Title of this Act*].'

And that every such Assistant Commissioner shall, before he shall enter upon the Execution of his Office, make the like Declaration (substituting the Words "Assistant Commissioner" for the Word "Commissioner") before such Judge or Baron, or before any Two Justices of the Peace for the County, Riding, Division, Liberty, or Jurisdiction wherein such Assistant Commissioner shall be resident at the Time of his Appointment, or before a Master Extraordinary in Her Majesty's High Court of Chancery; and the Appointment of every such Commissioner and Assistant Commissioner, with the Time when, and the Name or Names of the Judge, Baron, Justices, or Master Extraordinary before whom, he shall have made the

the Declaration as aforesaid, shall be forthwith published in the *London Gazette.*

Commissioners may delegate Powers, &c.

X. And be it enacted, That the said Commissioners may delegate to their Assistant Commissioners, or to any One or more of them, such of the Powers hereby given to the said Commissioners as the said Commissioners shall think fit, except the Power to confirm Agreements, Awards, or Apportionments, or to frame Forms of Agreements and other Instruments, as herein-after provided, or to do any Act herein required to be done under the Seal of the said Commissioners; and the Powers so delegated shall be exercised under such Regulations as the said Commissioners shall direct; and the said Commissioners may at any Time recall or alter all or any of the Powers delegated as aforesaid, and, notwithstanding the Delegation thereof, may act as if no such Delegation had been made; and all Acts done by any such Assistant Commissioner in pursuance of such delegated Powers shall be obeyed by all Persons as if they had proceeded from the said Commissioners, and the Non-observance thereof shall be punishable in like Manner.

In case the Lord or Tenant of a Manor shall be under Disabilities.

XI. And be it enacted, That whenever the Lord or Tenant of a Manor, or any Person interested in any Question or Right connected with any Commutation or Enfranchisement under this Act, shall be a Minor, Idiot, Lunatic, Feme Covert, or under any other legal Disability, or shall be beyond the Seas, the Guardian, Trustees, Committee of the Estate, Husband, or Attorney of such Person respectively, or in default thereof, or in case the Party interested shall be unknown or not ascertained, then such Person as may be nominated for that Purpose by the said Commissioners under their Hands and Seal, after due Inquiry shall have been made by them, as to the Fitness of such Person, shall for the Purposes of this Act be substituted in the Place of such Lord, Tenant, or other Person: Provided always, that if any Lord, Tenant, or other Person interested as aforesaid, shall be a Trustee for charitable Purposes, and the annual Value of the Charity Estate shall exceed Fifty Pounds, such Trustee shall not sign any Agreement or Power of Attorney, or join in any Proceedings under this Act, without an Order of Her Majesty's High Court of Chancery, to be applied for by Petition; but on such Order being obtained, or if the annual Value of the Charity Estate shall not exceed Fifty Pounds, such Trustee may sign any Agreement or Power of Attorney, and otherwise join in any Proceedings under this Act, as if he had been beneficially interested in such Charity Estate.

Agent may be appointed by Power of Attorney.

XII. And be it enacted, That it shall be lawful for any Lord or Tenant of a Manor, or any other Person interested in any Commutation under this Act, by a Power of Attorney given in Writing under his Hand, or in the Case of a Corporation Aggregate under the Common Seal of such Corporation, from Time to Time to appoint an Agent to act for him in carrying into execution the Provisions of this Act; and all Things which by

by this Act are directed or authorized to be done by or in relation to any Person may be fully done by or in relation to the Agent so duly authorized of such Person; and every such Agent shall have full Power, in the Name and on behalf of his Principal, to concur in and execute any Agreement and vote in any Question arising out of the Execution of this Act, and make any Inspection and sign any Notice of Objection under the Provisions of this Act; and every Person shall be bound by the Acts of any such Agent, according to the Authority committed to him, as fully as if the Principal of such Agent had so acted; and the Power of Attorney under which the Agent shall have acted, or a Copy thereof authenticated by the Signature of Two credible Witnesses, shall at the First Meeting under the Act attended by such Attorney under such Power, or whenever requested by the Chairman or by any other interested Party present at such Meeting, be delivered to the Chairman for the Time being, and the same or any like Copy shall be appended to every Agreement executed by any such Attorney, and shall be sent with it to the Office of the said Commissioners as hereinafter provided: Provided always, that if any Person having made such an Appointment shall deliver Notice in Writing, or under a Common Seal, (as the Case may require,) of the Revocation thereof, to the Chairman at any such Meeting, no Act which shall be done by the Person so appointed after the Delivery of such Notice, without a fresh Appointment, shall bind the Principal; and any such Power may be in the Form following:

Revocation of Power of Attorney.

Form of Power of Attorney.

'Manor of in the County of .
'I *A. B.* of, *&c.*, Lord [*or* Copyholder, Customary Tenant, *or* 'Freeholder, *as the Case may be*,] of the said Manor, do 'hereby appoint *C. D.* of, *&c.*, to be my lawful Attorney, to act 'for me in all respects as if I myself were present and acting in 'the Execution of an Act passed in the Fourth Year of the 'Reign of Her present Majesty, intituled [*here insert the Title 'of this Act*]. Dated this Day of One thousand 'eight hundred and .

'(Signed) *A.B.*'

Meetings may be called of Lords or Tenants of Manors, on Twenty-one Days Notice, for the Purpose of agreeing on Terms of Commutation.

XIII. And be it enacted, That any Lord or Lords of any Manor whose Interest shall not be less than One Fourth of the whole annual Value of such Manor, or any Tenant or Tenants of any Manor to the Number of Ten, or when there shall not be so many Tenants as Ten, then One Half of the Tenants of such Manor, may call a Meeting of the Lords and Tenants of such Manor, by Notice thereof in Writing under his or their Hands, to be affixed at least Twenty-one Days before such Meeting on the principal outer Door of the Church of the Parish within the Limits of which the said Manor or the greater Part thereof in Value extends, or on the Door or on some conspicuous Part of some House or Building wherein the Courts for the said Manor are usually held, and to be twice at least within such Twenty-one Days inserted in some Newspaper (or once in each of Two Newspapers published in successive Weeks) generally

rally circulated in the County within which the said Manor or the greater Part thereof in Value extends, for the Purpose of making an Agreement for the general Commutation of the Rents, Fines, and Heriots thereafter to become due in respect of Lands holden of such Manor, and of the Lord's Rights in Timber; and every Lord and Tenant attending such Meeting shall bear his own Expences of Attendance; and the Lord and Tenants who shall be present at any such Meeting called as aforesaid, such Tenants not being less in Number than Three Fourths of the Tenants of such Manor, and the Interest of the Lord and the Interest of the Tenants in the Manor and Lands respectively not being less than Three Fourths of the Interest in the Value thereof respectively, computing the Interest of Tenants as herein-after is provided, may proceed to make and execute such an Agreement as is herein-after mentioned for the Commutation of the Rents, Fines, and Heriots thereafter to become due in respect of the Lands holden of the said Manor, and of the Lord's Rights in Timber; and if expressly agreed between such Lord and Tenants, the Commutation may be made to extend to Rights in Mines and Minerals, but otherwise shall not extend to or affect such Rights; and thereupon such Agreement shall be reduced into Writing, and a Memorandum or Minute thereof shall be signed by the Persons so agreeing to such Commutation or by their respective Agents.

At such Meetings the Lord and Three Fourths in Number of the Tenants and Three Fourths in Value of the Interests in the Manor may agree on Terms for the general Commutation of Rents, Fines, &c.

XIV. And be it enacted, That such Agreement for a Commutation of the Rights of the Lord may be for the Payment of an annual Sum by way of Rent-charge, and of a small fixed Fine upon Death or Alienation, which shall in no Case exceed the Sum of Five Shillings, such Rent-charge to commence, either in whole or in part, according as the said Commissioners shall direct, from the Date herein-after mentioned (except where otherwise directed by the said Commissioners), and to be valued and variable (when such Rent-charge shall exceed Twenty Shillings) according to the Price of Corn, in like Manner as is mentioned and provided with regard to the Tithe Commutation Rent-charge in and by the said Act for the Commutation of Tithes in *England* and *Wales;* and the Amount of every such Rent-charge may be specifically stated in such Agreement, or separate Rent-charges may be therein agreed upon between the Lord and any One or more Tenants, Parties to the Agreement, or the Agreement may provide that the entire Rent-charge, though stated therein, shall be subject to Increase or Diminution by the Valuers to be appointed as herein-after mentioned to such an Amount *per Centum* as shall be therein expressed, or that such separate Rent-charges as aforesaid shall be subject to Increase or Diminution to a given Amount *per Centum*, in certain Events to be specified in the Agreement; and the Agreement may also determine the Apportionment for each Tenant, or it may provide that the entire Rent-charge, or the Apportionment thereof, shall be fixed by such Valuers, subject to the Approbation of the said Commissioners;

Terms on which Agreements may be made.

sioners; and it may be agreed that so much of the Rent-charge, to be apportioned as aforesaid in respect of the Lands of any Tenant, as shall be in lieu of Fines, or other Manorial Rights to which such Tenant would not be liable thereafter during his Tenancy, shall not commence until the Period of the next Act or Event on which a Fine or such other Manorial Right would have become payable or due, and that the Amount of such Rent-charge shall be then increased accordingly; but such Agreement shall not fix the Time for the Commencement of the Rent-charge to be apportioned in respect of the Lands of any Tenant who shall not be Party to such Agreement; and all other Provisions may be made for carrying into execution the Intention of the Parties and of this Act, so that nothing in such Agreement contained (unless every Tenant included therein shall be a Party thereto) shall exclude or prevent the Exercise of the Powers herein-after contained for apportioning the Rent-charge according to the particular Circumstances of each Tenement, and for the Relief of Tenants for Life and other Persons in the Cases herein-after provided for; and such Agreement may fix a Scale of Fees to be payable to the Steward from and after the Confirmation of the Apportionment, but so nevertheless as not to affect the Interests of any Steward in Office at the Time of the passing of this Act who shall hold his Office for Life or during good Behaviour, or of any Steward of a Manor so in Office as aforesaid where the Usage shall have been such as in the Opinion of the said Commissioners to lead to a just Expectation that the Steward will hold his Office during his Life or good Behaviour; and such Agreement may provide for the Costs of the Proceedings under this Act, subject to the Approbation of the said Commissioners: Provided always, that in case of Doubt or Difference as to the Sufficiency of Interest of the Parties to any such Agreement the Decision of the said Commissioners thereon shall be conclusive; and every Agreement so made and executed, and confirmed in manner herein-after mentioned, shall be binding on all Persons interested in such Manor or Lands.

Commutation may take place in consideration of a Fine on Death or Alienation, or at a fixed Period.

XV. And be it enacted, That such Agreement for a Commutation of the Rights of the Lord as aforesaid may also be for the Payment of a Fine on Death or Alienation, or at any fixed Period or Periods to be agreed upon by the Parties, every such Fine to be fixed by the Agreement or to be subject to Increase or Diminution by the Valuers, to be appointed as herein-after mentioned, to such an Amount *per Centum* as shall be expressed in such Agreement, but in either Case to be valued in Bushels of Wheat, Barley, and Oats in the same Manner as the Tithe Commutation Rent-charge, and to be subject, in like Manner as such Rent-charge, to Variation according to the Prices ascertained by the Advertisement provided for by the said Act for the Commutation of Tithes in *England* and *Wales*, to be published next before the Time of the happening of the Act or Event on which the Fine shall become payable.

XVI. And

Provisional Agreements may be made.

XVI. And be it enacted, That the said Lord and Tenants present at such Meeting shall elect a Chairman (the Vote of the Lord being reckoned as equal to One Third of the whole Number of Votes, and the Votes of the Tenants being reckoned individually), who shall forthwith proceed to ascertain the Number and Interest of the Lord and Tenants then present in Person or by their Agents; and in case it shall thereupon appear that the Persons present at such Meeting are not sufficient in Number and Interest, or a sufficient Portion are not willing to make and execute such an Agreement as shall be binding on all Persons interested therein, it shall be lawful, notwithstanding, for any Number of the Persons present to make and execute a provisional Agreement of the like Form and Tenor; and every such provisional Agreement which shall be executed within Six Calendar Months from the Day of such Meeting by such Persons as would have been sufficient in Number and Interest to make a binding Agreement at such Meeting shall be as binding as if the same had been sufficiently executed at such Meeting.

Proportional Interest how to be computed for Purpose of voting.

XVII. And be it enacted, That the proportional Interest of the Tenants, so far as relates to their Power to make such Agreement or provisional Agreement, or to appoint Valuers, or to give any Notice to the said Commissioners or Assistant Commissioners, as herein-after provided, shall be computed in manner herein-after mentioned; that is to say, the Interest of every Tenant liable to Fines arbitrary or uncertain in Amount shall be estimated according to the proportional Sum at which their Lands shall be rated to the Relief of the Poor in the Parish or Place wherein the same are situated, and if any Lands shall not be distinctly rated, then in respect of such Lands according to the Rules by which Property of the same Kind is in the said Parish rated to the Relief of the Poor; and when such rating cannot be ascertained, then the Interest in respect thereof shall be estimated at such Proportion, not exceeding Two Thirds of the last Fine arbitrary paid on Admission to the said Lands, as the Chairman at the said Meeting shall consider nearest in Amount to the yearly Value of the same Lands; the Interest of Tenants liable to Fines certain shall be estimated according to such Rule as shall be specially made for the Occasion by the said Commissioners on the Application of the Lord or Tenants by whom the Meeting shall have been called, or, for Want of such Rule, as if the annual Value of their respective Lands were One Half of the Amount of such Fine certain; the Interest of Tenants liable to Heriots in Kind shall in respect of such Liability be estimated according to such Rate as shall be specially made for the Occasion by the said Commissioners on such Application as aforesaid, or, for Want of such Rule, at One Fifth of the annual Value of their respective Lands, as nearly as the same can be estimated by the Chairman at any such Meeting; and the Interest of no Person shall be computed in respect of a Copyhold Estate who has not been admitted Tenant thereof according to the Custom

of the Manor, or who has made an absolute Surrender of all his Estate and Interest therein; and it shall be lawful for the said Commissioners to make special Rules respecting the Computation of the Interests of Tenants liable to Fines certain, Heriots, Rights in Timber, and other Manorial Rights (if any) which may be the Subjects of any proposed Commutation, on the Application or with the Consent of a Majority of the Parties interested, and previous to the Execution of any Agreement, and such Rules shall have the same Force as if made by this Act.

Meetings may be adjourned, Notice being given.

XVIII. And be it enacted, That in case an Adjournment of the said Meeting shall for any Cause be desired by a Majority in Number of the Persons attending such Meeting in Person or by Attorney as aforesaid, the Chairman shall adjourn the Meeting to any Time and Place then by him to be declared, and so from Time to Time in case the same shall be in like Manner desired by a Majority in Number of the Persons attending such Meeting as aforesaid; and Notice of every such adjourned Meeting shall be given under the Hand of the Chairman, and shall be affixed in a conspicuous Place on the Outside of the Building in which such Meeting, or the last Adjournment thereof, shall have been holden, and shall be once advertised in a Newspaper as aforesaid; and the like Order of Proceeding shall be observed at every such adjourned Meeting; and every thing done at any such adjourned Meeting shall be as valid as if done at the original Meeting.

Agreement to be in the Form which Commissioners shall direct.

XIX. And be it enacted, That every such Agreement shall bear Date on the Day on which the first Signature is attached thereto, or to the Memorandum or Minute thereof, and shall be in such Form as the Commissioners shall from Time to Time direct, or to the like Effect.

Commissioners to frame and circulate Forms, &c.

XX. And be it enacted, That the said Commissioners shall frame and cause to be printed, so soon as conveniently may be after their Appointment or beginning to act, Forms of Notices and Agreements, and such other Instruments as in their Judgment will further the Purposes of this Act, and supply all or any of such Forms to any Person or Persons requiring the same, or to whom the said Commissioners shall think fit to send the same, for the Use of any Lord or Copyholder or other Tenant desirous of putting this Act into execution.

Suits and Differences as to Rights or Boundaries may be referred to Arbitration.

XXI. And be it enacted, That if any Action or Suit shall be pending touching the Right to or Amount of any Fines, Heriots, or other Manorial Rights, or touching the Situation or Boundary of any Manor or Lands, or if any Difference shall arise whereby the making and executing of any such Agreement, or of any Enfranchisement under this Act, shall be hindered, it shall be lawful for the Lord and Tenants or Claimants, being Parties to such Action, Suit, or Difference, to submit the same to Reference by any Writing under their respective Hands, containing an Agreement that such Submission shall be made a Rule of any of Her Majesty's Courts of Law, upon such Terms of Reference as the said Parties may agree upon; and the

the Decision of the Arbitrator or Arbitrators named in the said Reference shall be final and conclusive on all Persons; and when such Arbitrator or Arbitrators shall be appointed for the Purpose of determining any unknown or disputed Boundary of any Manor or Lands, he or they shall and may have and exercise all the Powers which may be exercised by any Referee appointed under and by virtue of the Provisions of an Act passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to authorize the identifying of Lands and other Possessions of certain Ecclesiastical and Collegiate Corporations:* Provided nevertheless, that no Person, being Owner of an Estate in a Manor or Lands less in the whole than an immediate Estate of Fee Simple or Fee Tail, or corresponding Copyhold Estate, shall be empowered to submit to any such Reference, so as to bind any Person in Reversion, Remainder, or Expectancy, without the Consent of the said Commissioners; and that it shall be lawful for the said Commissioners, if they shall think fit so to do, but not otherwise necessary, to direct that any Person in Reversion, Remainder, or Expectancy whom they shall deem to be interested therein shall be made a Party to such Reference. 2 & 3 W. 4. c. 80.

Consents to be required to Agreements.

XXII. Provided always, and be it enacted, That in every Case in which any Manor or Lands shall be held under any Archbishop, Bishop, Dean, Dean and Chapter, Archdeacon, or any Ecclesiastical or other Corporation, or any Body Politic, and in every Case in which any such Person, Ecclesiastical or other Corporation, or Body Politic, or Patron of any Living, shall be interested in any Manor or Lands to the Extent of One Third of the Value thereof, computed as to such Lands as aforesaid, or if it shall appear to the said Commissioners that the Interests of such Person, Ecclesiastical or other Corporation, or Body Politic, would be affected by the Commutation or Enfranchisement under this Act, no Agreement to be made and executed under this Act shall be deemed to be executed by the said Lord and Tenants unless the Consent of such Person, Ecclesiastical or other Corporation, or Body Politic shall be given under the Hand or Seal of the Person, Ecclesiastical or other Corporation, or Body Politic, or Patron of such Living giving the same; and such Consent shall be annexed to the Agreement for Commutation or Enfranchisement, and taken as Part thereof.

Agreements to be confirmed by the Commissioners.

XXIII. And be it enacted, That every such Agreement, as soon as may be after it shall have been executed by the Lord and Tenants to the Number and Value as aforesaid, shall be sent by the Chairman of the Meeting, or by the Person in whose Custody it shall then be, to the Office of the said Commissioners; and the said Commissioners, by themselves or by some Assistant Commissioner, shall cause Inquiry to be made, and shall require such Proof as will be satisfactory to them, whether or not it ought to be confirmed; and if they shall be satisfied that it ought to be confirmed, the said Commissioners shall confirm the Agreement under their Hands and Seal, and

shall add to such Agreement the Date of the Confirmation, and shall publish the Fact of such Confirmation, and the Date thereof, within the Manor, in such Way as they shall deem fit; and every such confirmed Agreement shall be binding on all Persons interested in the said Manor and on all Persons interested in the said Lands, and shall not be liable to be invalidated by reason of any Doubt or Question as to the Sufficiency in the Number and Interest of the Parties entering into such Agreement: Provided always, that it shall be lawful for the said Commissioners, by themselves or by some Assistant Commissioner, at their Discretion, if the Circumstances of the Case shall in their Opinion require it, to direct that the Rent-charge to be paid by any particular Tenant or Tenants shall not commence until the Period of the next Act or Event on which the Fine or other Manorial Right for which such Rent-charge shall be commuted would have become due and payable, and that the Amount of such Rent-charge shall be then increased in such Proportions as the said Commissioners or Assistant Commissioner shall think proper.

Appointment of Valuers.

XXIV. And be it enacted, That at the said Meeting for Commutation, or at some Adjournment thereof, or at some other Meeting to be called in like Manner, either before or after the Confirmation of the Agreement, such Agreement not being an imperfected provisional Agreement, Valuers shall be appointed, in manner herein-after mentioned, for the Purpose of making such Valuations, Apportionments, and Schedules as shall be required for carrying the said Agreement into execution; and in case such Commutation shall be agreed to be made in consideration of a Rent-charge payable to the Lord, and fixed by the Agreement, the Tenants present at such Meeting shall appoint a Valuer or Valuers; and in case the Majority in respect of Number and the Majority in respect of Value (computed as aforesaid) shall not agree upon the Appointment, then they shall appoint Two or such other even Number of Valuers as shall be then agreed on by such Tenants, Half of such Number of Valuers to be chosen by a Majority in respect of Number and the other Half by a Majority in respect of Value (computed as aforesaid) of the Tenants then present in Person or by their Agents; but in case such Commutation shall be in consideration of a Rent-charge, the Amount whereof shall not be fixed by the Agreement, but shall be liable to Increase or Diminution by the Valuers, or shall be left to be determined by them, with the Approbation of the said Commissioners, then and in either of the said Cases one Half of the Number of Valuers shall be appointed by the Lord, or the Majority of the Lords in Value, and the other Half by the Tenants in manner aforesaid, or such respective Parties may concur in the Appointment of One or more Valuer or Valuers; and any Question which may arise as to the Regularity of the Appointment of such Valuer or Valuers shall be decided by the said Commissioners.

Valuation.

XXV. And be it enacted, That as soon as may be after the choosing such Valuers, and after the Confirmation of the said Agreement,

Agreement, the said Valuers shall apply to the said Commissioners for Instructions as to the Duties to be performed by them pursuant to such Agreement, and having received such Instructions shall proceed to make and send in to the said Commissioners such Valuations, Apportionments, and Schedules as they shall require; and whenever an even Number of Valuers shall be chosen, it shall be lawful for the said Commissioners, by any Writing under their Hands and Seal, (to be communicated either together with or as soon as conveniently may be after the said Instructions,) to appoint a fit and proper Person to be an Umpire between such Valuers; and the Decision of the Umpire on the Questions in difference between the Valuers shall be binding on them respectively, and shall be adopted by them respectively in their Valuation.

Valuers may enter on Lands, &c.

XXVI. And be it enacted, That the said Valuers and Umpires respectively (if as to such Umpires it shall become necessary for them to act respectively) and their Agents or Servants, at all reasonable Times, may, on producing an Authority under the Hand and Seal of the said Commissioners or Assistant Commissioners, enter upon any of the Lands and Premises affected by such Agreement, and make an Admeasurement, Plan, and Valuation or Inspection of the same, without being subject to any Action or Molestation for so doing: Provided always, that no Valuer or Umpire shall be capable of acting until he shall have made and subscribed before the said Commissioners or some Assistant Commissioner, or a Justice of the Peace or Master Extraordinary in Chancery, a solemn Declaration to the same Purport and Effect as the Declaration herein-before directed to be made by the said Commissioners, substituting only the proper Description of the Office held by such Person for that of a Commissioner; which Declaration it shall be lawful for the said Commissioners, Assistant Commissioner, Justice of the Peace, or Master Extraordinary to administer; and every such Declaration so made and subscribed shall be countersigned by the Person before whom the same shall have been made, and shall be sent by him to the Office of the said Commissioners.

Not to act until they have made a Declaration.

Stewards to furnish Information required by the Valuers or the Commissioners;

XXVII. And be it enacted, That for the Purpose of enabling the said Valuers to make such Valuations, Apportionments, and Schedules, and otherwise to facilitate Commutations under this Act, the Steward of the Manor for the Time being shall, on Request by the said Valuers, or any of them respectively, or the Chairman of any Meeting or Adjournment thereof, or of any Three Tenants having signed the Notice of an intended Meeting, make out, so far as his Information may enable him, within such Period and in such Manner as the said Commissioners shall direct, a correct Statement in Writing of the several Tenants of the said Manor, and of the respective Lands to which they shall respectively stand admitted for Life or otherwise, or which they shall hold subject to Fines, Heriots, or other Manorial Rights, and of the Amount to which the same Lands are rated to the Relief of the Poor, so far as he can distinguish

or estimate the same, and of the Amounts received by the Lords on account of the Three last Heriots in respect of any such Lands, and of any other Information which the said Commissioners shall from Time to Time direct, and which as such Steward he can procure and produce without Prejudice to the Rights and Interests of the Lord of the said Manor; and the said Steward shall produce the said Statement for Inspection at any such Meeting or Adjournment thereof, on being paid for the same as herein-after provided, and shall deliver to or allow any Extracts thereof as to such Rating to be taken by the Chairman of such Meeting, and shall, upon Request by the said Valuers, and being paid as aforesaid, deliver to them respectively a true Copy of such Statement or the Parts thereof required by them; and for preparing such Statement the said Steward shall receive from the Person requiring the same such a Remuneration as shall have been agreed upon, or, in case of Difference, such a Sum as the said Commissioners shall under their Hands and Seal order and direct, and for Copies or Extracts thereof the Sum of Four-pence for every Seventy-two Words; and the said Steward for the Time being, or, if there shall be no Steward, the Lord, shall within Three Calendar Months after the Signature of the said Agreement, or whenever required by the said Commissioners, make out and send to the said Commissioners such Information and in such Form as the said Commissioners shall from Time to Time require, and as the said Steward, or if there shall be no Steward, the Lord, can procure and produce, without Prejudice as aforesaid; and for the Purpose of ascertaining the Ages of any Tenants it shall be lawful for the Steward or Lord to apply personally, or by Letter sent by Post, and addressed to the particular Tenant at his usual Place of Abode, for such Information, and every Tenant refusing or neglecting for the Space of Twenty-one Days to give such Information shall not be entitled to have any Amendment made in such Schedule by reason of any Error the Steward may commit in inserting such Age, or to object to the Apportionment herein-after mentioned by reason of such Mis-statement of Age, unless the said Commissioners shall see Cause otherwise to direct; and any Tenant falsely stating his or her Age shall forfeit and pay such Sum, not exceeding the Sum of Ten Pounds, as the said Commissioners shall under their Hands order and direct, and which shall be added to the Amount to be payable by him or her under the Apportionment, and recoverable in like Manner, and applied in and towards the Costs of Apportionment or other Costs of Commutation as the said Commissioners shall direct, or shall be recoverable by Distress or Action as herein-after provided with respect to Costs payable under this Act; and the said Steward shall receive for the said Schedule, and the Expence of Application as to Ages and Rates, such Sum as the said Commissioners shall think fit and proper to allow for the same, with the other Costs of Apportionment; and in like Manner such Steward or Lord shall from Time to Time make out and send to the said Commissioners, upon

and make a Schedule or Statement as the Commissioners may direct.

Stewards may require Information from Tenants, &c.

Penalty on Tenant for Default.

Request, all Statements, Schedules, and Information, which they shall from Time to Time require, from the Court Rolls, Quit Rentals, and other Documents of the like Nature; and in case Default shall be made by the Steward or Lord in complying with any such Request he shall forfeit such Sum and Sums, not exceeding the Sum of Five Pounds, as the said Commissioners shall from Time to Time in their Discretion order and direct, and which Sums shall be deducted from any Compensation to be awarded or Sum to be allowed to him under this Act.

Valuers to take particular Circumstances of each Case into consideration.

XXVIII. And be it enacted, That when the said Valuers shall be so instructed by the said Commissioners, pursuant to such Agreement, they shall accordingly proceed in the Discharge of the Duty intrusted to them; and in every Case in which the Agreement shall have provided that the Rent-charge or (where the Commutation shall be for the Payment of a Fine on Death or Alienation) that the Commutation Fine shall be subject to Increase or Diminution by the Valuers, or that the Amount of the Rent-charge shall be fixed by them, the said Valuers shall proceed to determine, within the Limit prescribed by the Agreement, the Amount of Increase or Diminution, or shall ascertain the Amount to be paid by way of Rent-charge (as the Case may require); and the said Valuers shall afterwards, or where the Rent-charge shall be specifically stated in the Agreement, and shall not have been apportioned thereby, shall at once proceed to apportion the total Sum to be paid by way of Rent-charge; and in regulating the Amount of Rent-charge, and also in making such Apportionment, the said Valuer shall take into account the Facilities for Improvement and all other Circumstances relating to the Land which shall be included in such Commutation, and shall make due Allowance for the same; and shall also take into consideration the relative Situations of the Lord when Tenant for Life or having other limited Interest, and the respective Rights of such Lord and of those entitled in Remainder or Reversion to the Manor, and what Portion of such Rent-charge should be paid to such Lord, being Tenant for Life or having other limited Interest, and how the Residue thereof should be applied, and whether the whole of such Rent-charge, or whether only a Part thereof, should be paid to the Lord, being Tenant for Life, or having other limited Interest in the Manor; and when the Tenant shall have only a Life Estate or other limited Interest in his Land it shall be lawful for the said Valuers to state what Proportion (if any) of the Rent-charge to be paid in respect of such Land should be deferred until the next Act or Event in which a Fine would become due to the Lord; and the said Valuers shall also state generally whether, and in what Cases, in their Opinion, the Payment of the Rent-charge, or of Part thereof, should be deferred, and shall state such other Particulars as may enable the said Commissioners to defer Payment of the whole Rent-charge, or of any Part thereof, if they shall think fit; and the said Valuers shall state the Amount of the Fine

Fine (not exceeding Five Shillings) to be thereafter payable upon Death or Alienation in respect of each Tenement; and they shall, if so instructed by the Commissioners, make an Apportionment of the Costs of the Proceedings under this Act, subject likewise to the Approbation of the said Commissioners; and it shall also be lawful for the said Valuers to make such other Allowances as they shall deem just for the particular Circumstances of the several Tenements, so that such Allowances shall not be inconsistent with the said Agreement for Commutation, and the Instructions received from the said Commissioners.

Schedules of Valuation to be deposited for Inspection, and a Meeting appointed for hearing Objections.

XXIX. And be it enacted, That as soon as the Valuations, Apportionments, or Schedules to be so made by the said Valuers as aforesaid shall have been sent to the said Commissioners, they shall cause a Copy of the same to be deposited in the Hands of the Steward for the Time being of the Manor, or if there shall be no Steward with the Lord of the said Manor, or with such Person as they shall see fit, for the Inspection of all Persons interested therein within the Manor, or within a Parish wherein Part of the Manor is situated, and shall forthwith cause Notice to be given, through such Steward or Lord, or in such Manner as to the said Commissioners shall seem fit, of such Copy being so deposited for Inspection, and which Inspection shall at all reasonable Times, up to the Meeting after mentioned, be allowed by such Steward or Lord without Fee (and for every Neglect to allow which such Steward or Lord shall forfeit such Sum not exceeding Twenty Shillings as the said Commissioners shall order and direct, and which shall be deducted from the Sums payable to such Steward or Lord under this Act); and in such Notice such Place and Time, or Places and Times, shall be fixed as the said Commissioners shall think fit (the first not earlier than Twenty-one Days from the first giving such Notice) for holding a Meeting for hearing and determining Objections to the said Valuation, or the Amount of Costs claimed by the said Valuers, or to the said Steward's Schedule, by any Parties interested; and the said Commissioners, or some Assistant Commissioner, (to whom respectively such Steward or Lord shall on the Day before or previous to the Commencement of such first Meeting, as required, deliver such Copy of the said Valuations, Apportionments, or Schedules, with all Notices received as herein-after provided,) shall at such Meeting or Meetings hear and determine any Objection which may then and there be made against the said Valuations, Apportionments, or Schedules respectively, or any Part thereof, or adjourn the further Hearing thereof, if they or he shall think proper, to a future Time, and may, if they or he shall see Occasion, direct any further Valuations, Apportionments, or Schedules, Inquiries or Statements, to be made, and from Time to Time fix further Meetings for the hearing and determining Objections, of which further Meetings, when not holden by Adjournment, Notice shall be given in manner herein-before directed with regard

Hearings may be adjourned.

to the original Meeting; provided that, unless upon Cause shown to the Satisfaction of the said Commissioners, no Person shall be entitled to make any Objection to any such Valuations, Apportionments, or Schedules, who, being the Lord of the said Manor, shall not have left Notice in Writing of such intended Objection at the Office of the said Commissioners Ten Days before the Time fixed for any such Meeting, exclusive of the Day of leaving such Notice, but inclusive of the Day of Meeting, or who, being any Person other than the Lord of the said Manor, shall not have left Notice in Writing of such intended Objection with or for the Steward or Lord of the said Manor with whom such Copies shall be deposited, at the Place of Deposit thereof, Ten Days before the Time fixed for any such Meeting, exclusive of the Day of leaving such Notice, but inclusive of the Day of meeting, Forms of which Notices shall be forwarded by the said Commissioners to the said Steward or Lord or other Person, and shall be by him delivered to any interested Party requiring the same; and which last-mentioned Notices the said Steward or Lord or other Person shall, immediately on Receipt thereof, annex to such Copies or one of them, and shall note such Objection on the Copy to which the same relates, and allow the Inspection of the said Notices, in like Manner and under the like Penalty as aforesaid; and any Default in any of the several Matters and Things herein-before required shall also subject such Steward or Lord or other Person to the like Penalty; and when the said Commissioners or Assistant Commissioners shall have heard and determined all such Objections they and he are and is hereby required to cause such Valuations, Apportionments, or Schedules to be amended as Occasion shall require, and also from Time to Time, whether at such Meeting or not, to amend the Steward's Schedule, so as to show all Deaths and Alterations in Ages of the Tenants or otherwise taking place after making out the same, and before the Apportionment herein-after provided for, on being satisfied by the Affidavit or Declaration, as the Case may be, of the Steward, sworn or taken before a Master Extraordinary in Chancery, or by such other Proof as they or he may deem sufficient, that such Amendments and Alterations are required.

Expences of Proceedings under the Act.

XXX. And be it enacted, That the Expences of the Proceedings for effecting any Commutation under this Act shall (except in Cases where from special Causes the said Commissioners shall direct otherwise, and then as they shall direct, and except in Cases where the Parties to the said Agreement shall therein otherwise provide, and then as they shall have provided,) be payable in manner following; (that is to say,) where the Valuers shall be appointed by the Tenants, the Costs of the Valuations, Apportionments, and Schedules shall be paid by the Tenants included in the Commutation, in rateable Proportion to the Sum charged on their Land respectively under and by virtue of this Act; but where the Valuers shall be appointed by the Lord and Tenants as aforesaid, then if not more

more than Two shall be appointed the Lord shall pay Half the Costs, and the Tenants as aforesaid shall pay Half; and where more than Two Valuers shall be appointed the Lord shall pay One Third, and the Tenants as aforesaid shall pay Two Thirds; and in all Cases of Dispute or Difference as to the Amount of the Costs, or the Persons on whom any Costs should fall, the Commissioners have Power to decide the same.

Schedule to be made by the Commissioners.

XXXI. And be it enacted, That forthwith after the Receipt of the Valuations, Apportionments, or Schedules so settled, the said Commissioners shall cause a Schedule of Apportionment to be made, wherein shall be stated the Name or Description, and the true or estimated Quantity in Statute Measure of the several Lands to be comprised in the Apportionment, and shall set forth the Names and Descriptions of the several Proprietors and Occupiers thereof, and the Schedule of Apportionment shall also state the Amount of Rent-charge charged upon the said several Lands, or, where the Commutation shall be for a Fine payable on Death or Alienation, the Amount of Commutation Fine to become payable in respect thereof upon Death or Alienation, and the Periods at which the several Rent-charges shall become due and payable; and in Cases of Commutation for a Rent-charge such Schedule shall also state the Amount of Fine (not exceeding Five Shillings) to be thenceforth payable upon Death or Alienation in respect of each Tenement; and such Schedule shall further state to whom and in what Right the same shall be respectively payable; and the said Schedule shall contain all such other Awards, Orders, and Declarations as shall be required for carrying the Provisions of this Act into execution.

Schedule of Apportionment to be inspected, Errors pointed out, and Schedule then confirmed.

XXXII. And be it enacted, That the said Commissioners shall forthwith after making such Schedule cause a Copy thereof to be deposited with the Steward, Lord, or other Person as aforesaid, for Inspection, within the Manor, or within some Parish where Part of the Manor is situate, by any Parties interested, and give Notice of such Power to inspect, and which Inspection during such Period as the said Commissioners shall direct shall be allowed as aforesaid, under the Penalty aforesaid, recoverable as aforesaid; and at the Expiration of that Period the said Steward, Lord, or other Person as aforesaid shall return the same Copy or Copies to the said Commissioners, together with any Notice he may have received during that Period, pointing out any Errors therein, and a Statement of any Errors which he may have discovered therein; and the said Commissioners shall forthwith inquire into and rectify any such Errors therein, and shall cause the said Schedule of Apportionment to be engrossed on Parchment or Paper, and annex thereto any Agreements, Schedules, Maps, Plans, or other Documents or Writings required for Elucidation thereof, and shall confirm such Apportionment under their Hands and Seals, and shall add thereto the Date of such Confirmation.

Copies to be deposited with

XXXIII. And be it enacted, That Two Copies of every confirmed Instrument or Schedule of Apportionment and confirmed

firmed Agreement, and Schedules to be annexed thereto or written in the same Book therewith, shall be made, and sealed with the Seal of the said Commissioners, and one such Copy shall be delivered to the Steward of the Manor, to be deposited and kept with the Court Rolls thereof, and the other Copy shall be deposited with the Clerk of the Peace for the County or Jurisdiction within which the said Manor or the greater Part thereof in Value, computed as aforesaid, shall be situated, to be by him and his Successors in Office kept with the Papers and Books of the Clerk of the Peace for the Time being; and all Persons interested therein may have Access to the said Copies respectively, and shall be furnished with Copies of or Extracts from any such Copy, on giving reasonable Notice to the Party having the Custody of the same, and on Payment of Two Shillings and Sixpence for each Inspection, and after the Rate of Two-pence for every Seventy-two Words contained in such Copy or Extract; and every Recital or Statement in, or Agreement, Schedule, Map, Plan, Document, or Writing annexed to such confirmed Apportionment, shall be deemed satisfactory Evidence of the Matters therein recited or stated, or of the Accuracy of such Map or Plan; and such Deposit shall be notified by an Advertisement or otherwise as the said Commissioners may from Time to Time direct.

the Steward of the Manor and the Clerk of the Peace.

XXXIV. And be it enacted, That the said Commissioners, if they shall see fit, before confirming any Agreement, Valuation, Assessment, Schedule, or Apportionment, may require Notice thereof to be given in such Manner as they shall direct to the Person next in Remainder, Reversion, or Expectancy of an Estate of Inheritance in any Manor or Lands, or any other Person to whom they may think Notice ought to be given, and may by themselves or by some Assistant Commissioner hear and determine any Objection made to such Confirmation by any Person so interested therein.

Notice to Parties.

XXXV. And be it enacted, That it shall be lawful for the said Commissioners to correct or supply any manifest Error or Omission in any Agreement, Valuation, Assessment, Schedule, or Apportionment at any Time after the same shall respectively have been made or confirmed, with the Consent in Writing of all the Parties affected by such Error or Omission, but not otherwise.

Commissioners may correct Errors, with Consent.

XXXVI. And be it enacted, That from the First Day of *January* next following the Confirmation of every such Apportionment the Lands of the said Manor shall be absolutely discharged from the Payment of all the Lord's Rents, Fines, and Heriots, (save and except, in the Case of a Commutation for a Rent-charge, a fixed Fine not exceeding the Sum of Five Shillings, to be stated in every such Apportionment as aforesaid, and which shall be payable to the Lord in every Case of Death or Alienation,) and from the Lord's Right of Timber, and any other Right of the Lord which may be the Subject of Commutation, and instead thereof there shall be payable thenceforth, or from such Time as shall be fixed by the said Commissioners, to the Person in that Behalf mentioned in the

Lands to be discharged from Rents, Fines, and Heriots now payable, and a Rent-charge and fixed Fine to be paid in lieu thereof.

the said Apportionment, the yearly Sum of Money mentioned therein, where the same shall not exceed Twenty Shillings, and in other Cases a yearly Sum of Money which shall be deemed to be of the Value of such Number of Imperial Bushels and Decimal Parts of an Imperial Bushel of Wheat, Barley, and Oats respectively as such Sum would have purchased if equal Third Parts thereof had been invested in the Purchase of those respective Descriptions of Grain at the Prices ascertained by the Advertisement provided for by the said Act for the Commutation of Tithes in *England* and *Wales* next preceding the passing of this Act; that is to say, at the Price (for Wheat) of Six Shillings and Eleven-pence Three Farthings *per* Bushel, for Barley of Four Shillings and One Penny *per* Bushel, and for Oats of Two Shillings and Ten-pence Three Farthings *per* Bushel, such respective yearly Sum to be payable instead of the said Rents, Fines, and Heriots, and other Rights as aforesaid, in the Nature of a Rent-charge issuing out of the Lands charged therewith; and such yearly Sum shall be payable by Two half-yearly Payments on the First Day of *July* and the First Day of *January* in every Year, the first Payment (except where deferred by the said Order of the said Commissioners) being made on the First Day of *July* next after the Lands shall have been discharged from Rents, Fines, and Heriots, and other Rights as aforesaid; and such Rent-charge may be recovered, at the Suit of the Person entitled thereto, by Distress and Entry, as herein-after mentioned; and after every First Day of *January* the yearly Sum of Money thenceforth payable in respect of such Rent-charge, where it shall exceed the Sum of Twenty Shillings, shall vary so as always to consist of the Price of the same Number of Bushels and Decimal Parts of a Bushel of Wheat, Barley, and Oats respectively, according to the Prices ascertained by the then next preceding Advertisement; and any Person entitled from Time to Time to any such varied Rent-charge shall have the same Powers for enforcing Payment thereof as are herein-after contained concerning the original Rent-charge; and that whenever the Commutation shall be in consideration only of a Fine to be payable upon Death or Alienation, the Amount of the Fine to be mentioned in the Apportionment (if the same shall not exceed Twenty Shillings), and in other Cases the Value of the respective Quantities of Wheat, Barley, and Oats, which equal Third Parts of such Fine would have purchased at the respective Prices *per* Bushel herein-before set forth, such Value to be ascertained by the Prices stated in any such Advertisement so provided for as aforesaid, next preceding the Event or Act upon which the Fine shall have become payable, shall be paid to the Person in that Behalf mentioned or described in the Apportionment, and shall be recoverable by him in like Manner as any Fine upon Death or Alienation is now by Law recoverable.

Schedule to specify in what

XXXVII. Provided always, and be it enacted, That in every Case in which by the Agreement entered into as aforesaid

said any Rent-charge or Rent-charges shall have been left subject, in certain Events, to Increase or Diminution, the Schedule of Apportionment shall set forth the Events on the happening of which such Increase or Diminution is to take place, and the Amount or Rate of Increase or Diminution respectively.

Event a Rent-charge is to be increased or diminished.

XXXVIII. And be it enacted, That if, upon the Expiration of Six Calendar Months after the Confirmation of any Agreement to be made as herein-before mentioned, no Valuers shall have been appointed, or their Valuation, Apportionments, or Schedules (as the Case may be) respectively shall not have been made, and sent to the Office of the said Commissioners, or if any Valuer appointed under or by virtue of this Act shall die or become incapable of acting, it shall be lawful for the said Commissioners from Time to Time to appoint such competent Person or Persons as they shall deem fit as Valuer or Valuers, with the like Powers and Duties, and whose Costs and Expences shall be payable in like Manner, as is herein-before provided with respect to Valuers to be appointed and acting under any such Agreement for Commutation as aforesaid.

If Valuers be not appointed within Six Months, or Valuation be not made within that Period, Commissioners may appoint.

XXXIX. And be it enacted, That if any Action or Suit shall be depending touching the Right to or Amount of any Fines or other Manorial Payments or Incidents (except Mines and Minerals), or any Question shall arise thereon, it shall be lawful for the said Commissioners or Assistant Commissioner to appoint a Time and Place in or near the Manor for hearing and determining the same, and to inquire into, hear, and determine such Right or Amount, or such Question or Questions as aforesaid; and the Decision of the said Commissioners or Assistant Commissioner at such Meeting, or any adjourned or renewed Meeting, shall, subject to the Provisions herein-after contained, be binding and conclusive on all Persons to whom Twenty Days Notice of the Time, Place, and Intent of such Meeting shall have been given, or left at their usual Place of Abode, or left with the occupying Tenant of the Lands to which such Meeting shall relate, his, her, and their Heirs, Executors, Administrators, and Assigns, and the Successors of any Body Politic or Corporate; and such occupying Tenant shall forthwith send such Notice by Post or otherwise to the Party for whom the same was left, and in default of so doing shall be liable to the Penalty of not less than Five Pounds and not more than Twenty Pounds, to be recovered before Two of Her Majesty's Justices of the Peace on summary Application in manner herein-after mentioned, and shall also be liable to pay and make good to such Party all Damage which he may sustain by such Default, to be recovered, with full Costs of Suit, in an Action in any of Her Majesty's Courts of Law at *Westminster*: Provided always, that if any such Decision shall directly or indirectly affect any Right to Mines or Minerals, such Decision, so far as it relates to any such Right, shall be null and void, and of no Effect whatever, either at Law or in Equity.

Commissioners may hear and determine Disputes.

Proviso as to Rights to Mines or Minerals.

XL. Pro-

Persons dissatisfied with Decision may appeal by Issue at Law or on Case stated.

XL. Provided always, and be it enacted, That any Person claiming to be interested in any Lands, who shall be dissatisfied with any such Decision of the said Commissioners or Assistant Commissioner, may, if the yearly Value of the Payment to be made or withholden according to such Decision shall exceed the Sum of Twenty Pounds, cause an Action to be brought in any of Her Majesty's Courts of Law at *Westminster* against the Person in whose Favour such Decision shall have been made, within Three Calendar Months next after such Decision shall have been notified in Writing, in such Manner as the said Commissioners or Assistant Commissioner shall direct, to the Parties interested therein, or to their known Agents, in which Action the Plaintiff shall deliver a feigned Issue, whereby such disputed Right may be tried, and shall proceed to a Trial at Law of such Issue at the Sittings after the Term or at the Assizes then next or next but One after such Action shall have been commenced to be holden for the County within which the Lands or the greater Part thereof are situated, with Liberty nevertheless for the Court in which the same shall have been commenced, or any Judge of Her Majesty's Courts of Law at *Westminster*, to extend the Time for going to Trial therein, or to direct the Trial to be in another County, if it shall seem fit to such Court or Judge so to do; and every Defendant in any such Action shall enter an Appearance thereto, and accept such Issue; but in case the Parties shall differ as to the Form of such Issue, or in case the Defendant shall fail to enter such Appearance or accept such Issue, then the same shall be settled under the Direction of the Court in which the Action shall be brought, or by any Judge of Her Majesty's Courts of Law at *Westminster*, and the Plaintiff may proceed thereon in like Manner as if the Defendant had appeared and accepted such Issue; and the Parties in such Action shall produce to each other, their respective Attornies or Counsel, at such Time and Place as any Judge may order, before Trial, and also to the Court and Jury upon the Trial of any such Issue, all Books, Deeds, Papers, and Writings, Terriers, Maps, Plans, and Surveys, relating to the Matters in Issue, in their respective Custody or Power; and it shall be lawful for the Judge by whom any such Action shall be tried, if he shall think fit, to direct the Jury to find a Verdict subject to the Opinion of the Court upon a Special Case; and the Verdict which shall be given in any such Action, or the Judgment of the Court upon the Case subject to which the same may be given, shall be final and binding upon all Parties thereto, unless the Court wherein such Action shall be brought shall set aside such Verdict, and order a new Trial to be had therein, which it shall be lawful for the said Court to do if it shall see fit: Provided also, that in case any such Decision shall involve a Question of Law only, and the Parties in difference shall be agreed upon the Facts relating thereto, and whereon such Decision shall have been founded, the said Commissioners or Assistant Commissioner, at the Request of the Person dissatisfied (such Request to be made in Writing within

within Three Calendar Months after such Decision, and at least Fourteen Days previous Notice in Writing of such Request to be given in like Manner to the other Parties in difference, or to their known Agents), shall direct a Case to be stated for the Opinion of such one of Her Majesty's Courts of Law at *Westminster* as the said Commissioners or Assistant Commissioner shall think fit, which Case shall be settled by them or him, or under their or his Direction, in case the Parties differ about the same, and may be set down for Argument, and be brought before the Court in like Manner as other Cases are brought before the Court; and the Decision of such Court upon every Case so brought before it shall be binding upon all Parties concerned therein: Provided always, that after such Verdict given, and not set aside by the Court, or after such Decision of the Court, the said Commissioners or Assistant Commissioner shall be bound by such Verdict or Decision; and the Costs of every Action, or of stating such Case, and obtaining a Decision thereon, shall be in the Discretion of the Court in or by which the same shall be decided, which may order the same to be taxed by the proper Officer of the Court, and the like Execution may be had for the same as if such Costs had been recovered upon a Judgment of Record of the said Court.

Verdict to be final.

Costs.

XLI. And be it enacted, That no Proceedings of or before the said Commissioners or Assistant Commissioner, or in any Action, or in any Case stated, or Reference, in pursuance of this Act, shall abate or cease by reason of the Death of any Person interested therein.

Proceedings not to abate by Death of Parties.

XLII. And be it enacted, That if any Person in whose Favour any such Decision of the said Commissioners or any Assistant Commissioner shall have been made shall die before any such Action shall have been brought or Case stated, and before the Expiration of the Time herein-before limited for that Purpose, it shall be lawful for any Person who might have brought such Action, or have had such Case stated, against the Person so dying, to bring or have the same within the Time so limited as aforesaid nominally against such Person as if living, and to serve the said Commissioners or Assistant Commissioner with Process and Notices relating thereto in the same Manner as the Person deceased might have been served therewith if living; and it shall be lawful for every Person entitled to the Benefit of such Decision as aforesaid, or in case of any such Person being a Minor, Idiot, Lunatic, Feme Covert, beyond the Seas, or labouring under any other legal Disability, the Guardian, Trustee, Committee of the Estate, Husband or Attorney respectively, or in default thereof such Person as may be nominated for that Purpose by the said Commissioners, and whom they are hereby empowered to nominate under their Hands and Seal, to appear and defend such Action or argue such Case; and Proceedings shall be had therein in the like Manner, and the Rights of all Persons shall be equally bound and concluded by the Event of such Action or the Decision of such Case, as if such Person had been living or free from Disability;

In case of Death of Parties before Actions brought, &c. the same to be brought and carried on in their Names.

ability; and the Costs of every such Action or Case shall be in the Discretion of the Court as aforesaid.

Power to examine Witnesses, call for Papers, &c.

XLIII. And be it enacted, That the said Commissioners or any Assistant Commissioner may, by Summons under their or his Hands or Hand, require the Attendance of all such Persons as they or he may think fit, to examine upon any Matter brought before them or him, or respecting which they or he have or hath Power to act as herein-before mentioned, relating to any such Commutation as aforesaid, or to any Enfranchisement in pursuance of the Provisions herein-after contained, and also make any Inquiry and call for any Answer or Return as to such Matter, and also administer Oaths, and examine all such Persons upon Oath, and cause to be produced before them or him, upon Oath, all Deeds, Documents, and Writings, Books, Court Rolls, Rentals, Contracts, Agreements, Accounts, Writings, Papers, Maps, Plans, and Surveys, or Copies thereof respectively, in anywise relating to any such Matter: Provided always, that no such Person shall be required, in obedience to any such Summons, to travel more than Ten Miles from the Place of his Abode to give Evidence, or produce any Deeds, Papers, or Writings relating to the Title of any Lands, unless such Production shall appear to the said Commissioners or Assistant Commissioner essentially requisite in making the Inquiries to be made under this Act.

Expences of Witnesses, &c.

XLIV. And be it enacted, That the said Commissioners or Assistant Commissioner, in any Case where they or he may see fit, may order such Expences of Witnesses, and of the Production of any Books, Deeds, Court Rolls, Contracts, Accounts, or Writings, Maps, Plans, and Surveys, or Copies thereof, and all other Expences (except the Salaries or Allowance to any of the said Commissioners or Assistant Commissioner provided for as aforesaid) incurred in the Settlement of any Suit or Difference, or in the hearing or determining any Objection, Valuation, Schedule, or Apportionment before the said Commissioners or Assistant Commissioner, to be paid by such Parties interested in the Production thereof respectively, or in the Event of such Suit, Difference, or Objection, and to such Person or Persons and in such Proportions as the said Commissioners or Assistant Commissioner may think fit and reasonable.

Tenant paying Rent-charge to be allowed the same in account with his Landlord.

XLV. And be it enacted, That every Tenant or Occupier who shall pay any such Rent-charge as aforesaid, or any Expences legally chargeable under this Act upon the Land of which he shall be such Tenant or Occupier, shall be entitled to deduct the Amount from the Rent payable by him to his Landlord, and shall be allowed the same in account with his said Landlord.

Lands exempted from Provisions of this Act in certain Cases.

XLVI. Provided always, and be it enacted, That in every Case in which any Tenant or Occupier shall show to the Commissioners that he holds Copyhold Lands for a Term of Years of a Tenant of any Manor at a lower Rent than the Sum about to be imposed on the same for Commutation or Enfranchisement, or for the Expences incurred under the Provisions of this

this Act, it shall be lawful for the said Commissioners to declare all Agreements entered into under the Authority of this Act null and void so far as regards such Lands, and such Lands shall be exempted from the Provisions of this Act, unless the Tenant on the Court Roll shall give such Security, for the Payment of all Sums so to be charged on such Lands, as shall be satisfactory to the said Tenant or Occupier, and to the Commissioners.

When Rent-charge is in arrear for Twenty-one Days after half-yearly Days of Payment, the Person entitled thereto may distrain.

XLVII. And be it enacted, That in case the said Rent-charge shall at any Time be in arrear and unpaid for the Space of Twenty-one Days next after any half-yearly Day of Payment, it shall be lawful for the Person entitled to the same, after having given or left Ten Days Notice in Writing at the usual or last known Residence of the Tenant in possession, to distrain upon the Lands liable to the Payment thereof or any Part thereof for all Arrears of the said Rent-charge, and to dispose of the Distress when taken, and otherwise to act and demean himself in relation thereto as any Landlord may for Arrears of Rent reserved on a common Lease for Years, provided that not more than Two Years Arrears shall at any Time be recoverable by Distress.

When Rent-charge is in arrear for Forty Days after half-yearly Days of Payment, and no sufficient Distress on the Premises, Writ to be issued directing Sheriff to summon Jury to assess Arrears.

XLVIII. And be it enacted, That in case the said Rent-charge shall be in arrear and unpaid for the Space of Forty Days next after any half-yearly Day of Payment, and there shall be no sufficient Distress on the Premises liable to the Payment thereof, it shall be lawful for any Judge of Her Majesty's Courts of Record at *Westminster*, upon Affidavit of the Facts, to order a Writ to be issued directed to the Sheriff of the County in which the Lands chargeable with the Rent-charge are situated, requiring the said Sheriff to summon a Jury to assess the Arrears of Rent-charge remaining unpaid, and to return the Inquisition thereupon taken to some One of Her Majesty's Courts of Law at *Westminster* on a Day therein to be named, either in Term Time or Vacation; a Copy of which Writ, and Notice of the Time and Place of executing the same, shall be given to the Owner of the Land, or left at his last known Place of Abode, or with his known Agent, Ten Days previous to the Execution thereof; and the Sheriff is hereby required to execute such Writ according to the Exigency thereof; and the Costs of such Inquisition shall be taxed by the proper Officer of the Court; and thereupon the Owner of the Rent-charge may sue out a Writ of Habere facias possessionem, directed to the Sheriff, commanding him to cause the Owner of the Rent-charge to have Possession of the Lands chargeable therewith until the Arrears of Rent-charge found to be due, and the said Costs, and also the Costs of such Writ, and of executing the same, and of cultivating and keeping Possession of the Lands, shall be fully satisfied: Provided always, that not more than Two Years Arrears, over and above the Time of such Possession, shall be at any Time recoverable.

Account how to be rendered.

XLIX. And be it enacted, That it shall be lawful for the Court out of which such Writ shall have issued, or any Judge

at Chambers, to order the Owner of the Rent-charge who shall be in possession by virtue of such Writ from Time to Time to render an Account of the Rents and Produce of the Lands, and of the Receipts and Payments in respect of the same, and to pay over the Surplus (if any) to the Person for the Time being entitled thereunto, after Satisfaction of such Arrears of Rent-charge and all Costs and Expences as aforesaid, and thereupon a Writ of Supersedeas to issue to the said Writ of Habere facias possessionem, and also by Rule or Order of such Court or Judge from Time to Time to give such summary Relief to the Parties as to the Court or Judge shall seem fit.

Powers of 4 & 5 W. 4. c. 22. to extend to Rent-charges under this Act.

L. And be it enacted, That the several Provisions of an Act passed in the Fifth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to amend an Act of the Eleventh Year of King* George *the Second respecting the Apportionment of Rents, Annuities, and other periodical Payments*, shall extend to all Rent-charges payable under this Act.

Rents, &c. due before the 1st Jan. next following the Confirmation not to be affected.

LI. And be it enacted, That nothing in this Act contained shall affect any Right to any Rents, Fines, or Heriots, or any other Manorial Right proposed as the Subject of Commutation, which shall have become due or have accrued on or before the First Day of *January* next following the Confirmation of the Apportionment.

Power to effect a voluntary Commutation.

LII. And be it enacted, That it shall be lawful for the Lord of any Manor, and any One or more Tenant or Tenants of such Manor, (whatever may be their respective Interests,) to enter into an Agreement, with the Consent of the Commissioners, for the Commutation of the Lord's Rights to Rents, Fines, and Heriots, or of any such Rights respectively, and any other of the Lord's Rights affecting the Land which shall be included in such Agreement; and such Agreement may include an Apportionment of the Rent-charge or other Consideration for the Commutation, and of the Costs and Expences of and attending the same, and may fix a Scale of Fees to be payable to the Steward from and after the Confirmation of the Agreement, but so nevertheless as not to affect the Interests of any Steward in Office at the Time of the passing of this Act who shall hold his Office for Life or during good Behaviour, or of any Steward of a Manor so in Office as aforesaid where the Usage shall have been such as in the Opinion of the said Commissioners to lead to a just Expectation that the Steward will hold his Office during his Life or good Behaviour; and every such Commutation may be made in consideration of a Rent-charge to commence and (where it shall exceed the Sum of Twenty Shillings) to be variable as aforesaid, and of a Fine certain (not exceeding in any Case the Sum of Five Shillings) upon Death or Alienation, or may be made in consideration of the Payment of a Fine on Death or Alienation; and every such Rent-charge, or, where the Commutation shall be a Fine on Death or Alienation, every such Fine, may be made subject to a certain Increase or Diminution, to be stated in the Agreement, or to be afterwards fixed by Valuers, (as the Case may be,) in any Event which may be provided

provided for by the Agreement; and whenever so many as Twelve Persons, being Tenants or all the Tenants of any Manor, shall at the same Time agree with the Lord for any such Commutation, and the Agreement shall not include Apportionment, it shall be lawful to effect such Commutation by a Schedule to be prepared by the Steward, and delivered by him to the said Commissioners, and to be confirmed and sealed by such Commissioners under this Act; and all the Provisions herein-before contained for carrying into effect a Commutation Apportionment made by Valuers, and for the Deposit of Copies thereof, shall be applicable to the Case of a Commutation agreed upon between the Lord and such Number of his Tenants as aforesaid, save that the said Commissioners shall not make any Alterations or Amendments in such Schedule, or the Terms of such Commutation, without the Consent of the Parties interested therein: Provided always, that whenever the Estate of any Party to such Commutation shall be less than an Estate of Fee Simple in Possession, or corresponding Copyhold or Customary Estate, Notice in Writing shall be given by or on behalf of such Party to the Person entitled to the next Estate of Inheritance in Remainder or Reversion in the Manor or Land to be affected by such Commutation, so that the Assent or Dissent or Acquiescence of such Person entitled in Remainder or Reversion may be stated in Writing to the said Commissioners when such a Schedule of Apportionment as aforesaid shall be sent to them, but the said Commissioners shall notwithstanding cause such further Notices to be given and such other Inquiries to be made as they shall deem fit before confirming such Apportionment; and in all Cases, if the Parties shall think fit, a Commutation may be effected, with the Consent of the said Commissioners, by such Conveyance, Deed, or Assurance as would or might be adopted for carrying into effect such Commutation if the Lord were seised of the Manor for an absolute Estase of Inheritance in Fee Simple in Possession, or by any Agreement to be enrolled or entered on the Court Rolls of the Manor, a Copy thereof delivered to the Tenant, as in Cases of Admission to Lands Copyhold of the Manor. **Proviso.**

Power of Lords of Manors to recover Commutation Fines.

LIII. And be it enacted, That the Lord of any Manor shall, in addition to other his Remedies for enforcing Admittances and for Recovery of the Fine thereon now possessed in respect of Fines arbitrary, be entitled to adopt and take in all Cases of Commutation Fines, and the Admittance of any Person whomsoever to Lands held subject thereto, the like Proceedings as are authorized in the Admittance of Infants, Femes Coverts, and Lunatics, and Recovery of Fines in such Admittances, in and by an Act passed in the Session of the Eleventh Year of the Reign of His late Majesty King *George* the Fourth and the First Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for the consolidating and amending the Law relating to Property belonging to Infants, Femes Coverts, Idiots, Lunatics, and Persons of unsound Mind.* **11 G. 4. & 1 W. 4. c. 65.**

Power to effect supplemental or substituted Commutation.

LIV. And be it enacted, That from and after any Commutation to be effected under this Act which shall not comprise all the Manorial Rights under which the Lands the Subject thereof shall be held, it shall and may be lawful for the Lord and Tenants for the Time being, and in like Manner as aforesaid, from Time to Time to commute any Rights not previously commuted, and either in consideration of a Rent-charge and Fines limited as aforesaid, or of Fines payable on Death or Alienation, and whether the original Commutation was in the one Mode or the other; also to provide that such additional Payments shall, if of the same Class, be added to and increase the Payments under the original Commutation or be made separately payable; also that it shall be lawful in like Manner, and at any Time after any such Commutation or supplemental Commutation, to substitute a Commutation at a Rent-charge and Fines limited in Amount as aforesaid for a Commutation under this Act at Fines payable on Death or Alienation.

Apportionment of Rents and Fines.

LV. And be it enacted, That after any Commutation Apportionment shall have been effected under this Act, any Apportionment of the Commutation Rents or Fines, whether on the Subdivision of the Lands subject thereto, or whenever otherwise required, shall and may be effected by an Entry of Apportionment on the Court Rolls in like Manner and with the like Consent as is now used and adopted in Apportionment of Quit Rents; and which Entry the Steward for the Time being is hereby directed to make, whenever required and authorized so to do, by a Warrant or Authority in Writing under the Hands of the Lord and Tenant for the Time being, stating the Terms of Apportionment, and requiring the Entry of Apportionment on the Court Rolls.

Power to Lords and Tenants to effect voluntary Enfranchisements.

LVI. And be it enacted, That for the Purpose of enabling Lords and Tenants of Manors to effect either general or partial Enfranchisements, it shall be lawful for the Lord of any Manor, whatever may be his Estate or Interest therein, with the Consent of the said Commissioners under this Act, at any Time or Times after the passing of this Act, to enfranchise all or any of the Lands holden of his Manor, in consideration of such Sum or Sums of Money, whether payable forthwith or at a future Time, as shall be agreed, to be paid by the Tenant or Tenants whose Lands are to be enfranchised; and it shall be lawful for any Tenant, whatever may be his Estate or Interest, with the like Consent of the said Commissioners under this Act, to accept such Enfranchisement on the Terms so agreed on; and whenever so many as Twelve Persons, being Tenants or all the Tenants of any Manor, shall at the same Time agree with the Lord for the Enfranchisement of their Lands, then it shall be lawful to effect such Enfranchisement by a Schedule of Apportionment which shall have been specifically agreed upon between the Lord and Tenants, and where none such shall have been agreed upon, then by a Schedule of Apportionment to be prepared by the Steward and delivered by him to the said Commissioners, such Schedule to be in either Case afterwards

wards confirmed and sealed by such Commissioners; and such Schedule shall state the Sums to be paid for Enfranchisement by the several Tenants, or charged on their respective Lands, and the Periods of the Payment of the Principal Money respectively, or the Commencement of Interest, either pursuant to some Apportionment to be made by Valuers to be appointed by the Lord and Tenants, Parties to the Agreement, or as shall seem just to the said Commissioners, having regard to all the Circumstances of the Case; and where any Compensation shall have been agreed to be paid to the Steward or other Officers of the Manor for the Loss he or they may sustain by such Enfranchisement, which Compensation shall in all Cases be provided for where a Steward shall hold his Office by Patent or other Instrument for the Term of his Life or during good Behaviour, or where, in the Absence of such Patent or other Instrument, the Usage shall have been such as in the Opinion of the said Commissioners to lead to a just Expectation that the Steward will hold his Office during Life or good Behaviour, the Schedule shall contain an Apportionment of the Sum agreed to be paid; and every such Schedule shall contain all such other Matters as shall be requisite for carrying into effect the Provisions of this Act; and all the Provisions herein-before contained for carrying into execution a Commutation Apportionment made by Valuers shall, so far as the same are capable of Application, be deemed and taken to be applicable to the Case of an Enfranchisement under the Provisions herein contained, save that the said Commissioners shall not make any Alterations or Amendments in such Schedule without the Consent of the Parties interested therein: Provided always, that whenever the Estate of any Party to such Enfranchisement shall be less than an Estate of Fee Simple in Possession, or corresponding Copyhold or Customary Estate, Notice in Writing shall be given by or on behalf of such Party to the Person entitled to the next Estate of Inheritance in Remainder or Reversion in the Manor or Land to be affected by such Enfranchisement, so that the Assent or Dissent or Acquiescence of such Person entitled in Remainder or Reversion may be stated in Writing to the said Commissioners, when such a Schedule of Apportionment as aforesaid, or when such Conveyance, Deed, or Assurance as herein-after mentioned, shall be sent to them, but the said Commissioners shall notwithstanding cause such further Notices to be given and such other Inquiries to be made as they shall deem fit before confirming such Apportionment, or consenting to such Conveyance, Deed, or Assurance: Provided also, that in case the Person so next entitled in Remainder or Reversion as aforesaid shall be a Minor, Idiot, Lunatic, Feme Covert, or under any other legal Disability, or shall be beyond the Seas, such Notice as aforesaid shall be given to the Guardian, Trustees, Committee of the Estate, Husband, or Attorney of such Person respectively, or in default thereof, or in case the Person so entitled shall be unknown or not ascertained, then such Notice shall be given to some Person,

Proviso.

son, to be nominated for that Purpose by some Writing under the Hands and Seal of the said Commissioners, after due Inquiry shall have been made by them as to the Fitness of such Person to judge of the Propriety of assenting to or dissenting from any such Agreement; and that in every Case in which Dissent in Writing shall have been expressed, the Commissioners shall withhold their Confirmation of the Apportionment, or their Consent to the Conveyance, Deed, or Assurance hereinafter mentioned, until upon further Inquiry they shall be satisfied that the Agreement is not fairly open to Objection.

For effecting such Enfranchisement if Agreement not entered into by all the Tenants, or their Number be less than 12.

LVII. And be it enacted, That if such Agreement for Enfranchisement shall not be entered into by all the Tenants of the Manor, or their Number shall be less than Twelve, or, whatever may be their Number, if the Parties shall think fit, an Enfranchisement may be effected, with the Consent of the said Commissioners, by such Conveyance, Deed, or Assurance as would or might be adopted for effecting such Enfranchisement if the Lord were seised of the Manor for an absolute Estate of Inheritance in Fee Simple in Possession.

Commissioners, before giving their Consent, to satisfy themselves of the Title to the Manor; and the Expences of the Investigation, as well as the general Expences, to be borne by the Parties as may be agreed upon, and in default as the Commissioners shall direct.

LVIII. And be it enacted, That in every Case in which any such Agreement for Enfranchisement shall be so entered into, and shall be proposed to be carried into effect by a Schedule of Apportionment, the said Commissioners, before they shall signify their Consent thereto, shall, upon the written Request of any Three or more Tenants, Parties to the Agreement, but not otherwise, satisfy themselves, in such Way and by such Evidence as they shall see fit, of the Title of the Lord to the Manor; and the Expence of investigating the Title to the Manor, and the other Expences attending every such Agreement, whether carried into effect by a Schedule of Apportionment or otherwise, and the Confirmation thereof and the Schedule of Apportionment (if any), shall be borne by the Lord and Tenants, Parties to such Agreement, in such Proportions as they may agree, or in default of Agreement as the said Commissioners may direct: Provided always, that the Expences payable by Lords of Manors having particular Interests or being Trustees shall, with any other Expences they may reasonably incur in or about any such Agreement (the Amount of such last-mentioned Expences being subject to the Approval of the said Commissioners), be paid out of the first Monies to be received out of the Enfranchisements to be effected under this Act: Provided always, that if the Lord shall refuse to afford such Information as may enable the Commissioners to be satisfied of his Title, or if the Commissioners shall for any other Reason not be satisfied of such Title, the said Agreement so entered into shall be null and void.

Payment of Enfranchisement Money where the Lord's Interest is a partial one, &c.

LIX. And be it enacted, That in all Cases in which the Lord for the Time being shall be only entitled to the Manor for a limited Estate or Interest therein, or shall be under any legal Disability, the Sum or Sums of Money to be paid for Enfranchisement shall be paid and applied in manner herein-after provided for.

LX. And

Tenants may defer, in certain Cases, the Payment of a Portion of the Consideration for Enfranchisement until the next Event at which a Fine would be payable.

LX. And be it enacted, That whenever by any such Agreement as aforesaid which shall be proposed to be carried into effect by a Schedule of Apportionment it shall have been stipulated that any Tenant shall be at liberty to defer the Payment of a Portion of the Sum charged in respect of his Lands or any Portion thereof, and such Tenant shall give Notice under his Hand to the Steward or Lord, as herein-before directed with respect to Notices in Cases of Commutation, of his Desire to defer Payment accordingly, at any reasonable Time after the Execution of any such Agreement for Enfranchisement, and before the Delivery of the Schedule to the Commissioners, it shall be lawful for the said Commissioners in their Schedule of Apportionment in every such Case, and also (with the Consent of the Lord) in the Case of any such Tenant giving Notice as aforesaid, although no Stipulation shall have been made by the Agreement, to award that so much of the Sum apportioned to any such Tenant as shall have been charged for Enfranchisement from Fines or other Manorial Rights to which such Tenant, if he possessed a Life or other limited Interest, would not have been liable thereafter during his Tenancy, shall not be paid until the Period of the next Act or Event on which a Fine or other such Manorial Right would have become payable or due to the Lord if the said Lands had remained unenfranchised, and that within Six Months after such Act or Event the said Sum shall become payable, with such Addition thereto as the said Commissioners shall direct.

When such Sum becomes due the Lord to be entitled to the Rent and Profits of the Land, and may proceed to obtain Possession, &c.

LXI. And be it also enacted, That as soon as the said Sum, with such Addition thereto, shall become payable, the Lord or other Person for the Time being entitled to the Benefit thereof shall become entitled to the Rents and Profits of the Land in respect of which the same shall be due, unless and until he shall have received Notice that such Sum is become payable so that he may proceed to recover the same; and it shall be lawful for such Lord or other Person to proceed to obtain Possession of the said Rents and Profits, in like Manner as if the said Land had been lawfully seised into the Hands of the Lord for some Default of the Tenant; provided that Notice in Writing stating the Nature of such Act or Event as aforesaid, delivered by or on behalf of the Tenant to the Lord or other Person entitled, or the Clerk of the Peace or other Persons having the Custody of the Schedule of Apportionment, shall be deemed sufficient Notice that the said Sum is payable; and as soon as the said Sum is become payable the Land in respect of which the same shall be due, and the beneficial Owner thereof for the Time being, shall be subject to the like Remedies for the Recovery thereof, and such Sum shall become applicable in like Manner, subject to any such Allowance thereout as herein-after provided, as if such Land had not been previously enfranchised, and the Payment for the same had not been deferred.

Power for other Tenants to defer Payment of Consideration for Enfranchisement.

LXII. And be it enacted, That for the Purpose of freeing other Tenants from the Inconvenience to which in certain Cases they might be subjected by an immediate Liability to the Payment

ment of the Sums to be agreed to be paid to the Lord of the Manor for Enfranchisement under this Act, it shall be lawful for such Tenant, at any reasonable Time after the Execution of any such Agreement for Enfranchisement as aforesaid (to be fixed by the said Commissioners, and in default of their fixing any other Limit at any other Time, or until within Ten Days next previous to the Delivery by the Steward to the Commissioners of the Schedule of such Apportionment), to declare, by Notice under his Hand, to be delivered to the Lord or Steward as herein-before provided with respect to Notices in Cases of Commutation, his Desire that such Compensation Money should remain a Charge on the Lands affected thereby for any Number of Years not exceeding Fourteen Years, or, if a Tenant for Life, for the whole Period of his Life and One Year longer, and which Notice the Steward shall forthwith, or with the said Schedule of Apportionment, send to the said Commissioners; and thereupon the said Commissioners, with the Consent of the Lord, but not otherwise, shall insert in a Column of such Apportionment to be appropriated to such Purpose the Number of Years or Period for which such Charge is to be continued, and thereupon (subject as after mentioned) no Proceedings shall be instituted during such Time or Period to enforce Payment of the Principal Money so apportioned: Provided nevertheless, that Interest after the Rate of Four Pounds *per Centum per Annum* thereon shall be payable and paid half-yearly on the Days to be mentioned in such Apportionment, or, if not mentioned, then at the Expiration of each Half Year computed from the Date thereof; and nothing herein contained shall extend to protect any Tenant or other Person from such Proceedings, in case Interest for One Year and a Half shall remain due on the Principal Sum apportioned or awarded or on any Part thereof to the Amount of One Half: Provided also, that during the Term or Period so fixed the Lord shall not be compellable to receive Payment of the Principal Money without receiving Twelve Calendar Months Notice of the Intention to pay off the same; and in case the Interest on such Principal Sum or any Part thereof shall at any Time be in arrear or unpaid for Thirty Days after any half-yearly Payment shall be due as aforesaid, it shall be lawful for the Lord or Party entitled for the Time being to receive such Interest Money to levy the same by Distress and Sale of the Goods on the Lands and Tenements enfranchised and affected by such Enfranchisement, or any of them, as fully and in like Manner as if the same had been Rent in arrear, and subject to Recovery by Distress.

Where Payments are deferred by Tenants, Provision to be made for such Lords as are only Tenants for Life.

LXIII. And be it enacted, That where the Lord of the Manor shall be only entitled for a limited Estate or Interest therein, and the said Commissioners shall have deferred Payment of any Sum or Sums for Enfranchisement under the Powers herein-before contained, so that instead of such Lord receiving a certain Sum, or the Interest thereon, forthwith, he, or the Lord for the Time being, shall become entitled at a future Period to the said deferred Sum, with an Addition thereto

thereto on account of the Fine which would have become payable on the Act or Event fixing such Period, or with an Addition thereto on any other Account, it shall be lawful for the said Commissioners to award and direct that out of the Money payable or chargeable forthwith for Enfranchisement of any Lands in such Manor a certain Sum of Principal Money shall be paid to or charged in favour of such Lord as if he were absolutely seised as Tenant in Fee Simple in Possession of such Manor, and such Principal Sum shall be paid or charged accordingly; and in case it shall happen that there shall be no Money payable forthwith for Enfranchisement, or not sufficient for making such Allowance to the Lord as aforesaid, or with the Consent of the Lord in any Case, it shall be lawful for the said Commissioners to award and direct that so much of the Sum payable at a future Period as they shall think adequate to his Interest shall become his absolute Property, and shall be paid or charged accordingly.

Substituted Titles.

LXIV. And be it enacted, That all Lands which shall be enfranchised under this Act shall be deemed to be held under the same Title as that under which the same were held at the Time of such Enfranchisement, and shall not be subject to any Estates, Rights, Titles, Interests, Incumbrances, Claims, or Demands affecting the Manor of which the same were holden.

General Expences.

LXV. And be it enacted, That the Expences of Valuations, including the Expence of making Copies of Apportionments, Schedules, and all other Documents required under the Provisions of this Act, and all other Expences necessary in the making any Commutation or Enfranchisement as aforesaid, except when otherwise provided by this Act, shall be paid by the Tenants, or by the Tenants and Lords, in such Proportions as the said Commissioners shall in the confirmed Apportionment, or otherwise, under their Hands and Seal, direct; and that if any Difference shall arise touching the Amount of the said Expences, or the Share thereof to be paid by or to any Person, it shall be lawful for the said Commissioners or Assistant Commissioner to certify under their or his Hands or Hand the Amount to be paid by or to such Person; and in case any Person shall refuse or neglect to pay the Amount so certified or specified in such Apportionment to be payable from him immediately after Notice thereof, then, upon Production of such Certificate, or of either of the deposited Copies, under Seal, of the said Apportionment, before Two of Her Majesty's Justices of the Peace for the County, Riding, Division, or Jurisdiction wherein the Manor to which the same relates, or the greater Part thereof in Value as appearing in such Apportionment, is situate; and on Proof of such Refusal or Neglect such Justices are hereby authorized and empowered, by Warrant under their Hands and Seals, to cause the same, and the Costs of Application and Distress, to be levied by Distress and Sale of the Goods of the Person liable to pay the same, and to render the Surplus (if any), after deducting the Costs of Distress and Sale, to the Person distrained upon.

LXVI. And

Action for Expences.

LXVI. And be it enacted, That if such Expences shall not be levied under the said Distress within Two Months after the said Warrant shall be granted it shall be lawful for the Person entitled to the said Expences (if the same shall, with the Costs of Application to such Justices, amount to Forty Shillings or upwards), and his Executors or Administrators, to recover the same Expences and Costs, with full Costs of Suit, in an Action of Debt in any of Her Majesty's Courts of Law at *Westminster* against the Party named in such Warrant and Certificate or Apportionment as aforesaid, his Executors or Administrators, in which Action such Certificate or deposited Copy of Apportionment shall be satisfactory Evidence of the Amount of such Expences so awarded by the said Commissioners or Assistant Commissioner, and of the same being due for and to the Parties therein named; and the Certificate of such Justices under their Hands on such Warrant shall in like Manner be Evidence of the Amount of Costs of such Application; and the Production of such Warrant (which in all such Cases shall be allowed, and such Certificate given by such Justices,) shall be satisfactory Evidence of the Non-recovery of such Expences and Costs respectively under a Distress.

Expences of Trustees.

LXVII. And be it enacted, That every Tenant, being a Trustee, or not beneficially interested in the Lands of which he stands admitted Tenant to be affected by any Commutation or Enfranchisement under this Act (save as against an unadmitted Mortgagee), shall be entitled to recover in like Manner, by Distress or Action respectively, all Expences, Costs, and Charges which he may have to pay under or by reason of any such Certificate, Apportionment, Distress, or Action, from the Person beneficially interested at the Date of such Apportionment in the said Lands, his Executors, Administrators, or Assigns, or by a like Distress on the said Lands, and the Occupier thereof shall be entitled to deduct any such Payments out of any Rent then or subsequently due; and should any Dispute arise as to any Trusteeship or Right to such Recovery, the same shall be determined by the said Commissioners or Assistant Commissioner in like Manner as is herein-before provided with respect to other Causes of Dispute or Difference arising under this Act, and their or his Certificate shall be deemed satisfactory Evidence of the Facts therein stated; and the like Evidence shall be produced before such Justices or in such Action as is herein-before provided in other Cases of Distress.

Copyholders having limited Interests may charge Costs on the Lands in certain Cases.

LXVIII. And be it enacted, That any Tenant having a limited Interest, and who shall pay any such Expences or Costs, may, with the Consent of the said Commissioners under their Hands, and by a simple Entry on the Court Rolls of the Manor (and for which Entry the Steward shall only charge Thirteen Shillings and Four-pence, and which shall not be subject to any Stamp Duty,) charge such Expences and Costs, with Interest thereon at the Rate of Four Pounds *per Centum per Annum*, on the Copyhold Lands to which the same shall relate, but so nevertheless that the principal Charge on such Lands shall be lessened

lessened in every Year following such Charge by One Twentieth Part at least of such original Charge thereon, and shall be subject to previous Mortgages.

Expences payable by Lords of Manors may be charged on the Manors.

LXIX. And be it enacted, That any Lord of a Manor having a particular Interest, or being a Trustee, and who shall (in the Case of a Commutation) pay any such Expences or Costs, may, with the like Consent of the said Commissioners, charge such Expences and Costs, together with the Expences he may reasonably incur in employing Agents to protect his Interests or otherwise, with Interest thereon at the Rate of Four Pounds *per Centum per Annum*, on the Manor to which the same may relate, but so nevertheless that the principal Charge on such Manor shall be lessened in every Year following such Charge by One Twentieth Part at least of such original Charge thereon, and shall be subject to previous Mortgages: Provided always, that the Amount of such last-mentioned Expences shall have been previously submitted to and shall have received the Approval of the said Commissioners or of an Assistant Commissioner.

Lands to be charged with Enfranchisement Considerations as on Mortgage in Fee.

LXX. And be it enacted, That from and immediately after the Date of the final Confirmation of the Apportionment, in the Case of any such Enfranchisement as aforesaid, or from the Date of the Conveyance, Deed, or Assurance by which the Enfranchisement shall be effected, (as the Case may be,) the several and respective Lands shall stand charged and chargeable with the respective Sums mentioned in such Apportionment to be payable to the Lord and Steward or other Officers respectively, with lawful Interest for the same from the Day mentioned in the said Apportionment until Payment thereof respectively; and until such respective Payment or Payments the Person or Persons for the Time being seised of the Manor shall be deemed to stand seised of the said Lands as Mortgagee in Fee thereof, for the Benefit of the Lords as to the Sum payable to them, and of the said Steward or other Officers as to the Sums payable to him or them, and subject to the Power of continuing the Charge as herein-before provided; and that it shall and may be lawful for the Person so seised, or the Lords or Stewards respectively in his Name, from Time to Time to adopt such Means and Proceedings as a Mortgagee in Fee of Freehold Lands is entitled to for the enforcing Payment of such Principal Sums and Interest, with the like Right to obtain Payment of all attendant and incident Costs and Expences; and the Lord shall have Power to distrain on the Lands in respect of which the said Sum or Sums shall be payable for the Purpose of recovering Payment of the Interest that shall be due thereon, as fully and in like Manner as if the same had been Rent in arrear.

Such Sums to be first Charges on the Lands.

LXXI. And be it enacted, That every such last-mentioned Sum by this Act charged on any Lands shall be a first Charge on such Lands, and shall have Priority over all Mortgages, Charges, and Incumbrances whatsoever affecting such Lands, Tithe Rent-charge excepted, notwithstanding such Mortgages, Charges,

Charges, and Incumbrances shall have been or shall be respectively made and created before such Sums respectively shall be charged on such Lands.

Power to mortgage.

LXXII. And be it enacted, That it shall be lawful for any Tenant whose Lands shall be enfranchised under this Act to charge the same (or any of them, provided he shall hold the whole thereof under the same Right and the same Estate,) with the Payment of such Sums as aforesaid (and the Costs of such Charges), and lawful Interest thereon respectively, to any Person who shall advance and lend such Sums on the Security of the Lands so to be charged, and his Executors, Administrators, and Assigns, and for securing the Payment thereof, with such Interest, to demise the said Lands by way of Mortgage for any Term of Years to the Person who shall lend such Sums, his Executors, Administrators, and Assigns, or to such other Person as he or they shall appoint, so as such Demise be made with a Proviso or Condition declaring that such Term shall be void on Payment of the Amount thereby secured, with Interest thereon, at a Time to be therein appointed; and such Charge shall have the like Priority with the original Charge under this Act, and with the Powers and Rights to which a first Mortgagee would as Mortgagee by Demise be entitled.

To whom Monies for Enfranchisement from Lords Rights to be paid.

In case of a limited Estate, or Disability, the Money, if amounting to 200*l.* to be paid into the Bank of England under 1 G. 4. c. 35.

LXXIII. And be it enacted, That all Monies to be paid under this Act for Enfranchisement from the Lord's Right shall be paid to the Lord of the Manor, his Heirs or Assigns, where he shall be absolutely seised as Tenant in Fee Simple in Possession of the Manor, or where, as Trustee for Sale or otherwise, he has Power to give an effectual Discharge for such Monies; and where such Lord for the Time being shall be only entitled for a limited Estate or Interest therein, or shall be under any legal Disability, such Money, subject to any Allowance which may be made thereout in respect of deferred Payments hereinbefore mentioned, shall, in case the same shall in the whole 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 Copyhold Commissioners," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for 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, therein remain, until the same shall, by Order of the said Court, made in a summary Way upon Petition to be presented to the said Court by the Person or Persons who would have been entitled to the Rents and Profits of the said Manor had no such Enfranchisement been made as aforesaid, be applied in the Purchase of or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Manor,

Manor, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way as aforesaid, in the Purchase of Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes as the said Manor, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking effect; and in the meantime and until such Purchase can be made the same 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 Bank Annuities or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Manor had no Enfranchisement been made as aforesaid.

When less than 200*l.* and exceeding 20*l.*

LXXIV. Provided always, and be it enacted, That if any Money to be paid for the Enfranchisement from the Lord's Rights shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, after such Allowance for deferred Payments as aforesaid, then the same shall, at the Option of the respective Parties for the Time being entitled to the said Manor the Right of which shall be enfranchised, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option, to Two Trustees, to be nominated by the respective Parties exercising such Option, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties; and the Money so paid to such Trustees, and the Dividends and Produce so arising therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When not exceeding 20*l.*

LXXV. Provided also, and be it further enacted, That when any Money so to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds for all the Enfranchisements in such Manor, the same shall be paid, if the said Commissioners shall so direct, to the respective Parties for the Time being entitled to the said Manor, for his own Use and Benefit,

or,

or, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees; and in case any Dispute shall arise as to the proper Application, Appropriation, or Investment of any Enfranchisement Money, according to the Intention of this Act, it shall be lawful for the said Commissioners to decide such Question, and their Decision shall be final and conclusive thereon.

In case Enfranchisement Money be paid to a Lord not entitled thereto.

LXXVI. Provided always, and be it enacted, That if any Principal Money shall be paid for Enfranchisement to the Lord of any Manor not entitled by the Provisions of this Act to receive the same, the Land in respect of which such Principal Money shall have been so paid shall continue charged with the Payment thereof in favour of the Person legally or equitably entitled to the same, but with such Remedies against the Person who shall have wrongfully received such Money as Purchasers are entitled to by the Rules of Law or Equity.

Payments to Stewards.

LXXVII. And be it enacted, That all Sums payable under this Act for Compensation to the Steward shall be paid to him, his Executors or Administrators.

Receipts to be sufficient Discharges.

LXXVIII. And be it enacted, That the Receipts of the Persons to whom any Sums of Money shall be paid pursuant to this Act shall be sufficient Discharges for the same, and the Person making such Payment shall not be liable to see tothe Application of any such Sums, or be answerable for the Misapplication or Nonapplication thereof; and for the better evidencing such Payment the Steward for the said Manor for the Time being shall, as to Steward's Compensation forthwith after Payment thereof, and as to the Payments for Enfranchisements from the Lord's Rights forthwith after Production of Receipt for the same, signed by the Party entitled to sign the same, enter on the Copy Apportionment to be deposited with him as aforesaid a Memorandum of such Payment, and which Memorandum shall, in like Manner as such Receipt, be deemed sufficient Evidence of such Payment, and discharge the Lands and the Person paying the same from the Sums mentioned to be paid.

After Confirmation of the Apportionment, &c. in Cases of Commutation the Customary Modes of Descent to cease, and the Lands to descend, and to be subject to Dower and Curtesy, in like Manner as Freehold Lands.

LXXIX. And be it enacted, That from and after the final Confirmation of the Apportionment, in the Case of any Commutation under this Act, or upon the Execution of the Deed whereby any voluntary Commutation may have been effected, the several Lands included in such Commutation shall be held by Copy of Court Roll, and shall be conveyed by Surrender and Admittance, in all Cases in which the same shall have been previously so held and conveyed respectively, and in all other Cases shall be held and conveyed in such Manner as the same are now by Custom held and conveyed, and shall continue Parcel of the same Manors as such Lands would have been held of if such Commutation had not taken place, but the same Lands shall thenceforth cease to be subject to the Customs of Borough English or Gavelkind, or to any other Customary Mode of Descent, or to any Custom relating to Dower

or Freebench or Tenancy by the Curtesy of *England;* and all the Laws relating to Descents, or to Estates of Dower, or Estates by the Curtesy of *England*, which shall for the Time being affect and be applicable to Lands held in Free and Common Soccage, shall thenceforth affect and be applicable to the Lands included in every such Commutation: Provided always, that nothing herein contained as to Curtesy or Dower or Freebench shall extend or be applicable to the Case of any Husband or Widow who shall have been or shall be married before the final Confirmation of the Commutation Apportionment, or the Execution of such Deed as aforesaid, or to alter or lessen, or in any way affect, any Right which the Husband or Widow of any Person who shall be Tenant of a Manor at the Time of the Confirmation of the said Apportionment would or might have had if such Commutation had not been made. Proviso.

LXXX. Provided always, and it is hereby expressly enacted and declared, That nothing in this Act contained shall extend, or be held, deemed, or construed to extend, in any respect to affect, alter, or vary the Custom of Gavelkind as the same now exists and prevails in the County of *Kent*, but the same Custom shall in every respect prevail and continue to prevail and be exercised in the said County, in the same Manner and to the same Extent, in all Respects and Particulars, after this Act shall have passed, as it has prevailed and existed heretofore, any thing herein contained notwithstanding. Gavelkind exempted from Operation of Act.

LXXXI. And be it enacted, That in the Case of any Enfranchisement under this Act, from and after the final Confirmation of the Apportionment, or the Execution of the Conveyance, (as the Case may be,) the several Lands therein respectively comprised and enfranchised shall become and be in all respects of Freehold Tenure, but subject to the Payment of the Enfranchisement Consideration in favour of the Lords and Steward or other Officer as aforesaid; and all Mortgages affecting the same shall be deemed and become Mortgages of the Freehold of the same Lands for a corresponding Estate, if such Enfranchisement Consideration shall be paid off, and if not so paid off, Mortgages of the Equity of Redemption thereof, subject to such Mortgage Interest as aforesaid for securing such Consideration: Provided always, that nothing herein contained shall operate to deprive any Tenant of any Commonable Right to which he may be entitled in respect of such Lands, but such Right shall continue attached thereto notwithstanding the same shall become Freehold: Provided also, that no such Enfranchisement or Conversion into Freehold shall affect, except as aforesaid, any Mortgage, or defeat the beneficial Limitations of any Will or Settlement theretofore executed, or alter the Descent or Distribution of any Estate or Interest in Land on the Decease of any Tenant or Person entitled thereto in Possession or Remainder at the Time of such Enfranchisement or Conversion. Lands to become Freehold, subject to the Payment of the Enfranchisement Consideration. Commonable Rights to remain. Proviso for Mortgages, Wills, &c.

LXXXII. And be it enacted, That no Commutation under this Act shall operate to affect any Rights of Lords of Manors Other Rights of Lords not to be affected.

to Escheats, Fairs, Markets, Appointments, Franchises, Royalties, Rights, Liberties, and Privileges of Chase and Free Warren, Hunting, Hawking, Fowling, and of chasing and killing Game and Beasts of Chase and Free Warren, and all ancient Piscaries, Fisheries, and Rights of Fishing, or any Rights in any Mines and Minerals or Quarries within or under the said Lands and Hereditaments, or any other Manorial Rights whatever, unless expressly commuted under this Act: Provided always, that nothing in this Act contained shall operate to authorize or empower any Lord of any Manor to enclose any Common or Waste Lands or any Part thereof.

Restrictions as to this Act.

LXXXIII. And be it enacted, That nothing herein contained shall operate to prevent any Commutation or Enfranchisement which may be made independently of this Act; and that nothing in this Act contained shall revive any Right to Fines or other Manorial Claims which now or hereafter shall be barred by any Law in force for the Limitation of Actions or Suits.

Power to Tenants to grant Rights of Way, &c. to Lords of Manors for Mining Purposes.

LXXXIV. And be it enacted, That, in aid of the Reservation of the Lord's Rights in Mines and Minerals lastly hereinbefore contained, it shall be lawful for the Tenants, upon any Commutation or Enfranchisement under this Act, to grant to the Lord of the Manor such Rights of Entry and Way, and other Easements, in or upon and through their respective Lands, as may be requisite for the Purpose of enabling the said Lord, or his Agents or Workmen, the more effectually to win and carry away any Mines or Minerals under the Lands of such Tenants or any of them; and that, for the Purposes of such Grant, it shall be sufficient, in the Case of a Commutation, to state the Fact of such Grant, and the Consideration (if any) to be payable for the same, in the Agreement for Commutation; but in the Case of an Enfranchisement of Lands (subject to the Lord's Rights in Mines and Minerals) such Rights of Entry and Way, and other Easements, shall be reserved and granted in the Enfranchisement Conveyance.

Courts of Equity may decree a Partition of Lands of Copyhold or Customary Tenure.

LXXXV. 'And whereas it is expedient that Facilities 'should be afforded by Courts of Equity to Parties desirous of 'obtaining a Partition of their Lands of Copyhold or Customary 'Tenure, but Doubts are entertained whether by the Practice 'of such Courts the same can now be obtained;' be it enacted and declared, That from and after the passing of this Act, it shall be lawful for any Court of Equity, in any Suit to be thereafter instituted therein for the Partition of Lands of Copyhold or Customary Tenure, to make the like Decree, for ascertaining the Rights of the respective Parties to the Suit in such Lands, and for the Issue of a Commission for the Partition of the same Lands, and the Allotment in Severalty of the respective Shares therein, as, according to the Practice of such Court, may now be made with respect to Lands of Freehold Tenure.

Lords of Manors, or their Stewards, may,

LXXXVI. And be it enacted, That, after the Thirty-first Day of *December* One thousand eight hundred and forty-one, it shall

shall be lawful for the Lord of any Manor, or his Steward, or the Deputy of such Steward, to hold a Customary Court for such Manor, notwithstanding at the Time of holding the same there shall not be any Person who shall hold Lands of such Manor by Copy of Court Roll, and also notwithstanding, if there shall at the Time of holding such Court be any Person or Persons who shall hold Lands of such Manor by Copy of Court Roll, there shall not be any such Person present at such Court, or there shall not be more than One such Person present at such Court; and every Court so holden shall be deemed and taken for all Purposes whatsoever to be a good and sufficient Customary Court: Provided always, that no Proclamation made at any Court so holden shall affect the Right, Title, or Interest of any Person not present at the same unless Notice of such Proclamation having been made shall be duly served, within One Month after such Meeting shall have been holden, on the Persons whose Right, Title, or Interest may be affected by such Proclamation.

after 31st Dec. 1841, hold Customary Courts, although no Copyhold Tenant be present.

LXXXVII. And be it enacted, That after the Thirty-first Day of *December* One thousand eight hundred and forty-one, it shall be lawful for the Lord of any Manor, or his Steward, or the Deputy of such Steward, to grant, at any Time and at any Place, either within or out of such Manor, and without holding a Court for such Manor, any Lands, Parcel of such Manor, to be held by Copy of Court Roll, or according to the Custom of the said Manor, which such Lord shall for the Time being be authorized or empowered to grant out to be held by Copy of Court Roll, or according to such Custom, so nevertheless that such Lands be granted for such Estate only, and to such Person only, as such Lord, Steward, or Deputy shall for the Time being be authorized or empowered to grant the same.

Lords, or their Stewards, may, after 31st Dec. 1841, make, out of the Manors and out of Court, Grants of Lands to be held by Copy of Court Roll.

LXXXVIII. And be it enacted, That after the Thirty-first Day of *December* One thousand eight hundred and forty-one, it shall be lawful for the Lord of any Manor, or his Steward, or the Deputy of such Steward, to admit, at any Time and at any Place, either within or out of such Manor, and without holding a Court for such Manor, any Person as Tenant to any Lands, Parcel of such Manor, to be held by Copy of Court Roll, or according to the Custom of such Manor, to and for which such Person shall for the Time being be entitled to be admitted.

Lords, or their Stewards, may, after 31st Dec. 1841, grant Admissions out of the Manors and out of Court.

LXXXIX. And be it enacted, That after the Thirty-first Day of *December* One thousand eight hundred and forty-one, every Surrender and Deed of Surrender which the Lord shall be compellable to accept or shall accept, and also every Will and Codicil a Copy of which respectively shall be delivered to the Lord of the Manor of which the Lands affected by such Surrender, Deed of Surrender, Will and Codicil are Parcel, or to his Steward, or the Deputy of such Steward, either at any Court holden for such Manor at which there shall not be any Homage assembled, or out of Court, and also every Grant and Admission by the Lord of any Manor, or his Steward, or the Deputy of such Steward, pursuant to this Act, shall be forthwith

After 31st Dec. 1841 every Surrender, &c. delivered to the Lord or Steward, and every Fact proved to the Lord or Steward, at any Court whereat a Homage shall not be assembled, shall be forthwith entered on the Court Rolls.

with entered on the Court Rolls of the Manor by such Lord, or Steward, or Deputy; and every Entry made on the Court Rolls of any Manor pursuant to this present Clause shall for all Purposes whatsoever be deemed and taken to be an Entry made in pursuance of a Presentment made at a Court holden for such Manor by the Homage assembled thereat; and the Steward, or his Deputy, shall be entitled to the same Fees and other Charges for making such Entry on the Court Rolls as he would have been entitled to in respect of such Entry in case the same had been made in pursuance of a Presentment made at a Court holden for such Manor by the Homage assembled thereat.

After 31st Dec. 1841 Presentment by the Homage shall not be essential to the Validity of an Admission.

XC. And be it enacted, That, after the Thirty-first Day of *December* One thousand eight hundred and forty-one, it shall not be essential in any Case to the Validity of the Admission of any Person as Tenant of any Lands held of any Manor by Copy of Court Roll, or according to the Custom of such Manor, that a Presentment shall be made by the Homage assembled at any Court holden for such Manor of the Surrender, Will, or other Instrument, or Fact, in pursuance or in consequence of which such Admission shall have been granted.

Lords of Manors in certain Cases not to grant Common or Waste Lands without Consent of Homage of the Manor.

XCI. Provided always, and be it enacted, That where by the Custom of any Manor the Lord of such Manor is authorized, with the Consent of the Homage of such Manor, to grant any Common or Waste Lands of such Manor to be holden of the Lord by Copy of Court Roll, nothing in this Act contained shall operate to authorize or empower the Lord to grant any such Common or Waste Lands without the Consent of the Homage assembled at a Customary Court holden for such Manor, nor shall any Court holden for such Manor be deemed or taken to be a good or sufficient Customary Court for such Purpose unless the same shall have been duly summoned and holden according to the Custom of such Manor in such Cases used and accustomed before the passing of this Act, and unless there shall be present at such Court a sufficient Number of Persons holding Lands of such Manor by Copy of Court Roll to constitute according to such Custom a Homage assembled at such Court.

Power to Lords to grant Licences to Tenants to alienate their ancient Tenements in Portions, where they are now restrained by the Custom from so doing.

XCII. 'And whereas by the Custom of certain Manors the 'Lords are restrained from granting Licences to their Te- 'nants to alien their ancient Tenements otherwise than by 'Entireties;' be it enacted, That from and after the passing of this Act it shall be lawful for any Tenant of any such Manor, by and with the Licence of the Lord of the Manor, or the Steward thereof, (which Licence such Lord is hereby authorized to give, or to empower the Steward to give, by any Writing under his Hand, to be afterwards entered upon the Rolls of the Manor,) to dispose of his ancient Tenement, or any Part thereof, by Devise, Sale, Exchange, or Mortgage, in such Parcel or Parcels as he shall think proper, but subject to the Payment of such Portion or Portions of the yearly Customary Lord's Rent payable for the whole of such ancient Tenements as shall be set and apportioned upon such Parcel

or

or Parcels by the Lord of the Manor of which such ancient Tenement is holden, or his Steward, or the Deputy of such Steward; and such Parcel or Parcels shall, except so far as the Tenure or Descent thereof shall be affected by this Act, be held of the Lord of the same Manor in all respects, and shall be from Time to Time conveyed in such Manner, as any such original Tenement has by Custom been held and conveyed.

Awards, &c. not liable to Stamp Duties.

XCIII. And be it enacted, That no Agreement, Award, Schedule of Apportionment, or Power of Attorney, made or confirmed or used under this Act, shall be chargeable with any Stamp Duty.

False Evidence to be deemed Perjury.

XCIV. And be it enacted, That if any Person under the Provisions of this Act shall wilfully give false Evidence he shall be deemed guilty of Perjury; and if any Person shall make or subscribe a false Affidavit or Declaration for the Purposes of this Act he shall suffer the Penalties of Perjury; and if any Person shall wilfully refuse to attend in obedience to any lawful Summons of any Commissioner or Assistant Commissioner, or to give Evidence, or shall wilfully alter, withhold, destroy, or refuse to produce any Book, Deed, Contract, Agreement, Account, or Writing, Terrier, Map, Plan, or Survey, or any Copy of the same, which may be lawfully required to be produced before the said Commissioners or Assistant Commissioner, he shall be deemed guilty of a Misdemeanor.

Withholding Evidence a Misdemeanor.

Limitation of Actions against Commissioners, Assistant Commissioners, Justices, &c.

XCV. And be it enacted, That no Action or Suit shall be commenced against any Commissioner, Assistant Commissioner, Justice of the Peace, Valuer, Umpire, or Surveyor for any thing done under the Authority of this Act, until Twenty-one Days Notice thereof shall have been given in Writing to the Party against whom such Action or Suit is intended to be brought, or after sufficient Satisfaction or Tender of Amends shall have been made to any Party aggrieved, or after Three Calendar Months shall have expired from the Commission of the Act for which such Action or Suit shall be so brought; and every such Action shall be brought, laid, and tried in the County or Place where the Cause of Action shall have arisen, and not in any other County or Place; and if it shall appear that such Notice of Action or Suit was brought before Twenty-one Days Notice thereof given as aforesaid, or that sufficient Amends were made or tendered as aforesaid, or if any such Action or Suit shall not be commenced within the Time before limited in that Behalf, or such Action shall be laid in any County or Place other than as aforesaid, then the Jury shall find a Verdict for the Defendant therein, or the Court, upon summary Application by Motion in any such Suit, may dismiss the same against such Defendant; and if a Verdict shall be found for such Defendant, or such Suit shall be dismissed upon Application as aforesaid, or if the Plaintiff in such Action or Suit shall become nonsuit, or suffer a Discontinuance of such Action, or if upon any Demurrer in such Action or Suit Judgment shall be given for the Defendant therein,

then such Defendant shall have Costs, Charges, and Expences as between Attorney and Client.

Proceedings under this Act not to be quashed for Want of Form nor removed by Certiorari.

XCVI. And be it enacted, That no Order, Adjudication, or Proceeding made or had by or before the said Commissioners or any Assistant Commissioner under the Authority of this Act, or any Proceeding to be had touching any Offender against this Act, shall be quashed for Want of Form, or be removed or removeable by Certiorari, or any other Writ or Process, into any of Her Majesty's Courts of Record at *Westminster* or elsewhere.

Certain Provisions of this Act to extend to Crown Manors and Lands.

XCVII. And be it enacted, That the Provisions of this Act enabling Tenants to grant Rights of Way or Entry and other Easements to the Lord of the Manor in or upon and through their respective Lands for Mining Purposes; for enabling Courts of Equity to decree a Partition of Lands of Copyhold or Customary Tenure; for enabling Lords of Manors or their Stewards to hold Customary Courts although no Copyhold Tenant be present, and for enabling Lords or their Stewards to make, out of the Manors and out of Court, Grants of Lands to be held by Copy of Court Roll; for enabling Lords or their Stewards to grant Admissions out of the Manors and out of Court; and for requiring every Surrender, Will, and Codicil, a Copy of which shall be delivered to the Lord or Steward, and every Fact proved to the Lord or Steward at any Court whereat a Homage shall not be assembled, to be forthwith entered on the Court Rolls; and determining that Presentment by the Homage shall not be essential to the Validity of an Admission, shall extend and apply to Manors or Lands vested in Her Majesty in right of Her Crown and the Duchy of *Lancaster*, and to any Enfranchisement of Lands held of such Manors to be effected under the Powers given by any existing Act or Acts of Parliament, and to the Stewards and Tenants for the Time being of such Manors.

Act to apply to Crown Lands only where expresslyprovided.

XCVIII. And be it enacted, That, subject as is herein-before expressly provided, nothing in this Act contained shall be taken to apply to any Manors or Hereditaments vested in Her Majesty in right of Her Crown or of the Duchy of *Lancaster*.

Act not to extend to the Duchy of Cornwall.

XCIX. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to, or to prejudice or derogate from, the Estate, Right, Title, Interests, Privileges, or Authority of the Queen's most Excellent Majesty, Her Heirs and Successors, in right or in respect of Her Duchy of *Cornwall*, or the Possessions thereof, or of the Duke of *Cornwall* for the Time being, nor at any Time or Times be admitted in any Court of Law or Equity, or otherwise construed as Evidence upon any Occasion to be admitted against or to affect in any Manner such Estate, Right, Title, Interest, Privileges, or Authority of Her Majesty, Her Heirs and Successors, in right or in respect of Her said Duchy of *Cornwall* or the Possessions thereof, or of the Duke of *Cornwall* for the Time being.

Limits of Act.

C. And be it enacted, That this Act shall extend only to *England*, *Wales*, and *Ireland*.

CI. And

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

CII. And be it enacted, That in the Construction and for the Purposes of this Act, unless there be something in the Subject or Context repugnant to such Construction, the Word "Manor" shall extend to a Manor or reputed Manor, of whatever Tenure the same may be, or to such Portion or Portions of a Manor as the said Commissioners shall, by any Order in Writing under their Hands and Seals, with the Consent of the Lord of the Manor, signified by Writing under his Hand and Seal, direct to be considered as a Manor for the Purpose of effecting any Commutation or Enfranchisement under this Act; the Words "Lord" and "Steward" shall include the Person or Persons for the Time being filling those respective Characters, or acting in those respective Capacities, whether those Persons shall be rightfully or lawfully entitled to fill such Characters or act in such Capacities, or not, and the Word "Steward" shall also include the Clerk of any Manor; the Words "Tenant" or "Tenants" shall comprise all Persons holding by Copy of Court Roll, or as Customary Tenants, or holding Lands subject to any Manorial Rights, and whether holden to them and their Heirs, or whether granted to Two or more to be holden in Succession, or holden for Life or Lives or Years; the Words "Land" or "Lands" shall extend to and comprise Lands holden by Copy of Court Roll, or by Custom of any Manor, and Lands holden of any Lord of a Manor in Ancient Demesne, and whether in Fee or for Life or Lives, or for Years, and shall also comprise all Lands holden of a Manor subject to any Manorial Rights, and shall extend to Messuages, Tenements, and corporeal or incorporeal Hereditaments subject to Manorial Rights, or any undivided Part or Share therein; the Word "Enfranchisement" shall extend to and include the Discharge of Freehold Lands from Heriots and other Manorial Rights; the Word "Heriots" shall include Money Payments in lieu thereof; the Word "Rents" shall include "Reliefs" and "Services," not being Service at the Lord's Court; and the Word "Person" shall mean and include any Body Politic or Corporate or Collegiate as well as an Individual; and every Word importing the Singular Number only shall mean and include several Persons or Parties as well as one Person or Party, and several Things as well as one Thing respectively, and the converse; and every Word importing the Masculine Gender only shall mean and include a Female as well as a Male. Interpretation Clause.