ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

Cap. 20.

An Act to remove Doubts relative to the Appointment of Mr. *George Bishton* as a Commissioner under the *Pattingham* and *Patshull* Inclosure Act.

[1st *August* 1849.]

WHEREAS an Act was passed in the Thirty-ninth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for dividing, allotting, and inclosing the Arable Lands, intermixed Fields, Meadows, and Pastures, Commons and Waste Grounds, within the respective Manors of* Pattingham *and* Patshull *in the County of* Stafford: And whereas by the said Act, after reciting, amongst other things, that Sir *George Pigot* Baronet was Lord of the respective Manors of *Pattingham* and *Patshull*, and as such was seised of or entitled unto the said Soil of all and singular the Commons and Waste Grounds within the said respective Manors, and was also the Owner or Impropriator of the Great or Corn Tithes within the said Manor of *Pattingham*, and also of all the Great Tithes within the said Manor of *Patshull*, and was also seised of the Patronage and Presentation in and to the Perpetual Curacy or Vicarage of the Parish Church of *Patshull* aforesaid, it was, amongst other things, enacted, that *John Bishton* the younger, of *Kilsale* in the County of *Salop*, Gentleman, and his Successor, to be appointed in manner therein mentioned, should be and was thereby appointed the Commissioner 39 G. 3. c. 95.

missioner for dividing, inclosing, and allotting the said Arable Lands, intermixed Fields, Meadows, and Pastures, Commons and Waste Grounds, within the said Manors of *Pattingham* and *Patshull*, and also for carrying the several Powers and Purposes of the said Act into execution, provided that no Person should be capable of acting as a Commissioner or as a Surveyor in the Execution of the said Act until he should have taken and subscribed the Oath in the said Act mentioned or referred to; and it was further enacted, that the said *John Bishton* should be and he was thereby required (immediately after he should have taken and subscribed the Oath thereby directed to be taken and subscribed), by Writing under his Hand and Seal, to nominate and appoint a fit and proper Person (not interested in the said Inclosure) as his Successor, and in case the said *John Bishton* should die, or refuse or neglect to act as a Commissioner in the Execution of the said Act for the Space of Three Calendar Months after being thereunto required by Notice in Writing signed by any Three or more of the Persons interested in the said Commons or Waste Grounds, or any of them, and left at his last or usual Place of Abode, then in such Case the Person so nominated and appointed by the said *John Bishton* (having first taken and subscribed the Oath thereinbefore directed to be taken and subscribed) should be the Commissioner for carrying the said Act into execution, and should have the like Powers and Authorities as the said *John Bishton*, and should be subject to the like Rules, Orders, Regulations, and Restrictions, and should, by Writing under his Hand and Seal, nominate and appoint a Successor in manner aforesaid to be a Commissioner for carrying the said Act into execution, and so *toties quoties* whenever any Person so nominated and appointed as a Successor should become a Commissioner; provided always, and it was by the said Act further enacted, that if the Person acting as a Commissioner in the Execution of the said Act should not have nominated and appointed a Successor, or if such Successor, when so nominated and appointed, should die, or refuse or neglect to act in the Execution of the said Act for the Space of Three Calendar Months after being thereunto required in Writing signed by any Three or more of the Persons interested in the said Commons and Waste Grounds, or any of them, then and in such Case it should and might be lawful from Time to Time to and for the major Part in Value of the Owners and Proprietors of the Lands and Hereditaments for the Time being within the Manor of *Pattingham* aforesaid, or his, her, or their Agent or Agents, Attorney or Attornies, attending at a Meeting to be holden within the said Manor of *Pattingham* for that Purpose in manner therein mentioned, by Writing under their Hands to nominate and appoint a Person (not interested in the said intended Inclosure) to be a Commissioner to carry the said Act into execution, provided that Notice under the Hands of Three or more of the Proprietors of Lands within the said Manor of *Pattingham* be affixed on the South Door of the Parish Church of *Pattingham* aforesaid, and be also advertised in some *Birmingham* Newspaper, of the Time and Place of such Meeting, at least Fourteen Days before such Meeting should be holden, and every Commissioner to be nominated and appointed in such Manner should have the same Powers and Authorities as if he had originally been appointed by the said Act; and

and it was by the said Act further enacted, that the said Commissioner should in the next place set out and award unto and for the said Sir *George Pigot* One Fourteenth Part of the said Commons and Waste Grounds as an Equivalent and Compensation for the Right and Interest of the said Sir *George Pigot* as Lord of the said respective Manors of *Pattingham* and *Patshull*, and in or to the Soil of the said Commons or Waste Grounds within the said Manors; and it was further enacted, that the said Commissioner should in the next place set out and allot unto and for the Reverend *William Ellison*, Vicar of *Pattingham*, and his Successors Vicars of the said Parish of *Pattingham*, such Plot or Plots of the said Commons and Waste Grounds within the said Manor of *Pattingham* as in the Judgment of the said Commissioner should be a full Equivalent and Compensation (Quantity, Quality, and Situation considered,) for all Rights of Common belonging to the said Vicarage in, over, and upon the Commons and Waste Grounds within the said Manor of *Pattingham;* and it was further enacted, that the said Commissioner should and he was thereby required to set out and allot unto and for the said *John J'Anson Bromwich*, and his Successors Vicars of the Parish of *Patshull*, such Part or Parts of the old inclosed Lands of the said Sir *George Pigot* situate, lying, and being within the said Parish of *Patshull* as should in the Judgment of the said Commissioner be of the then present yearly Value of not less than Ten Pounds, and such Lands so allotted should be in lieu of and as a full Recompence and Satisfaction of all Vicarial and Small Tithes, Moduses, Compositions, and other Ecclesiastical Payments whatsoever (except *Easter* Offerings, Mortuaries, and Surplice Fees,) issuing, renewing, increasing, happening, or becoming due within the said Parish of *Patshull*, and that from and immediately after the Execution of the Award therein directed to be made by the said Commissioner, or at such other Time as he should appoint, all such Tithes, Moduses, Compositions, and other Ecclesiastical Payments whatsoever (except *Easter* Offerings, Mortuaries, and Surplice Fees,) arising, renewing, increasing, happening, or becoming due to the said Vicar of *Patshull* or his Successors within the said Parish of *Patshull*, should cease, determine, and be for ever thereafter extinguished; and it was further enacted, that the said Commissioner should and he was thereby authorized and required to set out and alllot unto and for the said Sir *George Pigot*, or the Impropriator of the Great or Corn Tithes, and Compositions in lieu thereof, within the said respective Manors of *Pattingham* and *Patshull*, such Parcel or Quantity of the Commons and Waste Grounds thereby directed to be divided, allotted, and inclosed within the said respective Manors as should in the Judgment of the said Commissioner be equivalent to and a full Satisfaction and Compensation for all the Great or Corn Tithes that might arise or grow due and payable out of or from the said Commons and Waste Grounds, and the said Commons and Waste Grounds should be and be deemed to be freed and discharged from all Great and Corn Tithes, and Compositions in lieu thereof; and it was further enacted, that the said Commissioner should in the next place mark and set out such Part and Parts of the said Commons and Waste Lands within the Manor of *Pattingham* (except such Parts thereof called *Copley Bank* and *Westbeech Common*) as in his Opinion would by Sale thereof raise a sufficient Sum

Sum of Money to discharge the Charges and Expenses of obtaining and executing the said Act (save and except such Proportion of the said Charges and Expenses as in the Judgment of the said Commissioner ought to be borne and paid by the Owners and Proprietors of Lands and Tenements within the said Manor of *Patshull*), and such Lands, when so marked and set out, should and were thereby declared to be vested in the said Commissioner, and he was thereby required to sell the same to any Person or Persons, for the best Price or Prices that could be gotten for the same, by public Auction or Auctions (Notice in Writing of the Time and Place or Times and Places whereof being first affixed on the South Door of the Parish Church of *Pattingham* aforesaid, and inserted in One of the *Birmingham* Newspapers Fourteen Days at the least before such Auction or Auctions), and the Person or Persons so purchasing the same should immediately, by way of Deposit, pay into the Hands of the said Commissioner, or such other Person as he should appoint, One Tenth Part of his, her, or their Purchase Money, and should pay the Remainder thereof at such other Time as the said Commissioner should appoint, and in default thereof the Money so deposited should be forfeited, and be applied in carrying the said Act into execution, and the Allotment or Allotments for which the full Purchase Money should not be so paid should be again put up to Sale in manner aforesaid, and all and every Allotment and Allotments for which the full Purchase Money should be paid should immediately thereupon be absolutely discharged of and from all Common Right thereon, and of and from all Impropriate Great or Corn Tithes whatsoever, and Compositions in lieu thereof, and should be vested in Fee Simple in and be inclosed and thenceforth held in Severalty by the Purchaser or Purchasers thereof respectively, as his, her, or their private and absolute Property, and should be allotted accordingly by the said Commissioner in and by his Award, and the said Purchase Money should be applied by the said Commissioner for defraying the Charges and Expenses of obtaining and executing the said Act; and it was further enacted, that the said Commissioner should then assign the Residue and Remainder of the said Lands and Grounds thereby directed to be divided, allotted, and inclosed unto and amongst all and every Person and Persons, and Body and Bodies Politic, Corporate, or Collegiate, in such Shares and Proportions as the said Commissioner should adjudge and determine to be a full Satisfaction and Compensation for his, her, or their respective Rights and Interests therein; provided always, that the said Commissioner should set out and allot all that Piece or Plot of the said Commons and Waste Grounds called *Copley Bank* to and for the Owners and Proprietors of the Messuage situate at *Copley* in the said Manor of *Pattingham*, in the Possession of *Catherine Brown*, and should also set out and allot all that Piece or Parcel of the said Commons and Waste Grounds called *Westbeech Common* to and for the said Sir *George Pigot*, in part of the Allotments to be made to him as Lord of the said Manor of *Pattingham:* And whereas by the said Act, after reciting that the said Sir *George Pigot* was willing to enfranchise all and every Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments held of the said Manor of *Pattingham*, and also to extinguish all Fines, Heriots, Chief Rents, Reliefs,

Customs, and Services due and payable to the Lord of the said Manor out of or from such Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments, on being allowed an adequate Recompence and Compensation for the same, and that the several Owners and Proprietors of such Copyhold or Customary Messuages, Lands, Tenements, and Hereditaments were also desirous that the same might be so effected and carried into execution, it was therefore enacted, that the said Commissioners should assign, allot, and appoint unto the said Sir *George Pigot*, or the Lord or Lords of the said Manor of *Pattingham*, the whole, or such Proportions, Shares, or Parts of the Allotments of the said Commons and Waste Lands within the said Manor of *Pattingham* which the said Copyholders respectively should be entitled unto as in the Judgment of the said Commissioner should be a full and equivalent Compensation to the said Sir *George Pigot*, or the Lord or Lords of the said Manor of *Pattingham*, for all his or their Rights, Claims, Fines, Heriots, Chief Rents, Reliefs, Services, and Customs, as Lord of the said Manor, in and to any such Copyhold or Customary Estates so to be enfranchised as aforesaid; provided always, and it was further enacted, that in case the Owners of any such Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments should not be entitled to any Allotment of Land in the Commons and Waste Grounds by this Act intended to be divided, allotted, and inclosed, or being entitled the same should not be sufficient to make such Satisfaction and Compensation to the said Sir *George Pigot*, or the Lord or Lords of the said Manor of *Pattingham*, for the Enfranchisement of the Copyhold Estates of such Owners, and for extinguishing, releasing, exonerating, and discharging the same from Fines, Chief Rents, Heriots, Reliefs, Customs, and Services as aforesaid, then the said Commissioner should and he was thereby authorized, empowered, and required to set out and allot to the said Sir *George Pigot*, or the Lord or Lords of the said Manor, so much and such Plots or Parcels of the Lands of such Owners respectively, or of the Buildings or other Parts of the said Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments for that Purpose as should in the Judgment of the said Commissioner be sufficient to make up or as should be an Equivalent or full Satisfaction or Compensation for the Enfranchisement of the Copyhold Estates of such Owners, and for extinguishing, releasing, exonerating, and discharging such Copyhold or Customary Estates of and from all Fines, Chief Rents, Heriots, Reliefs, Customs, and Services as aforesaid, as to the said Commissioner should seem just and reasonable; provided always, and it was further enacted, that if the Owner of any Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments within the said Manor of *Pattingham* whose Lands within the said Manor, at the Time of passing of this Act, should not exceed Ten Statute Acres in the whole, should be desirous of making a Satisfaction and Compensation in Money for the Enfranchisement of his, her, or their Copyhold Estates, and for extinguishing, releasing, and discharging such Estates of and from all Fines, Chief Rents, Heriots, Reliefs, Customs, and Services as aforesaid, after his or her Share and Allotment in the said Commons or Waste Grounds should be set out and allotted in part of such Compensation and Satisfaction, and should cause Notice thereof

thereof in Writing to be given to the said Commissioner before he should have proceeded to set out and allot any of his or her other Lands, to make up the Value of such Compensation for all such Fines, Chief Rents, Heriots, Reliefs, Customs, Services, and Enfranchisements, then and in every such Case it should and might be lawful to and for the said Commissioner, and he was thereby authorized, empowered, and directed, to ascertain, fix, and determine what Sum or Sums of Money should be paid by every such Copyholder giving Notice as aforesaid as and for a full and equivalent Compensation and Satisfaction for the Enfranchisement of such Copyhold or Customary Estates, and for extinguishing, releasing, and discharging such Estates of and from all Fines, Chief Rents, Heriots, Reliefs, Customs, and Services as aforesaid, and such Compensation in Money should be received and taken in lieu of an Allotment out of such Copyholder's Customary Messuages, Lands, Tenements, or Hereditaments, and such Sum or Sums of Money should be paid to the said Commissioner at such Place or Places and at such Time or Times as the said Commissioner should appoint, and the Receipt and Receipts of the said Commissioner should be a sufficient Discharge for all and every Sum and Sums of Money so to be paid to the said Commissioner as aforesaid, and such Sum or Sums of Money so received by the said Commissioner should be by him applied and disposed of in manner by the said Act directed; and it was further enacted, that the said Commissioner should and he was thereby authorized and required to set out and allot unto and for the Impropriator of the Great or Corn Tithes within the said Manor of *Pattingham* so much and such Part or Parts, Parcel or Parcels, of the Lands and Hereditaments (except Buildings) of each respective Owner or Proprietor within the said Manor, as should in the Judgment of the said Commissioner be equivalent to and a full Satisfaction and Compensation for all the Impropriate Great or Corn Tithes, and Compositions in lieu thereof, increasing or growing due or payable out of or from all or any of the several Lands and Grounds of every such Owner and Proprietor respectively, which Allotment or Allotments should be taken, held, and enjoyed by the said Impropriator of the Great or Corn Tithes and Compositions in lieu thereof as and for a full Satisfaction and Compensation for the same; provided always, and it was further enacted, that if any Owner or Proprietor of Lands within the said Manor of *Pattingham* whose Lands within the said Manor at the Time of passing the said Act should not exceed Ten Statute Acres in the whole should be desirous of making a Satisfaction and Compensation in Money for such Impropriate Great or Corn Tithes and Compensations in lieu thereof, and should cause Notice thereof in Writing to be given to the said Commissioner before he should have proceeded to set out and allot a Compensation in Land for such Impropriate Great or Corn Tithes and Compositions in lieu thereof, then and in every such Case it should and might be lawful to and for the said Commissioner, and he was thereby authorized, empowered, and directed, to ascertain, fix, and determine what Sum or Sums of Money should be paid by every such Owner or Proprietor giving Notice as aforesaid as and for a full and equivalent Compensation and Satisfaction for the exonerating of the Estates of such Owners within the said Manor of *Pattingham* of and from all such Impropriate Great or Corn Tithes and Compositions

positions in lieu thereof, and such Sum or Sums of Money should be paid to the said Commissioner at such Place or Places, Time or Times, as the said Commissioner should appoint, and the Receipt and Receipts of the said Commissioner should be a sufficient Discharge for all and every Sum and Sums of Money so to be paid to the said Commissioner as aforesaid, and such Sum or Sums of Money, when so received by the said Commissioner, should be by him applied and disposed of in manner in the same Act mentioned and directed, and the same Lands and Hereditaments within the said Manor of *Pattingham* of every Owner or Owners, after such Compensation and Satisfaction should be set out or allotted, or a Money Compensation paid as aforesaid, should for ever thereafter be exonerated and discharged of and from all Impropriate Great or Corn Tithes whatsoever, and Compositions in lieu thereof; and it was further enacted, that the Lands to be assigned, allotted, and appointed for the Enfranchisement of the said Copyhold or Customary Messuages, Lands, Tenements, or Hereditaments, and in lieu of Fines, Heriots, Reliefs, Chief Rents, Customs, and Services as aforesaid, should stand limited and settled to, for, and upon such and the same Estates, Uses, Trusts, Intents, and Purposes as the said Manor of *Pattingham* should stand limited and be subject and liable to, and all such Lands so allotted in lieu of and in exoneration of the Impropriate Great or Corn Tithes and Compositions in lieu thereof should stand limited and settled to, for, and upon such and the same Estates, Uses, Trusts, Intents, and Purposes as the Impropriate Great or Corn Tithes and Compositions in lieu thereof should then stand limited and be subject and liable to; and it was further enacted, that all and every such Copyhold or Customary Messuages, Tenements, Lands, and Hereditaments so enfranchised as aforesaid should at all Times, from and after making and executing the said Award or other Instrument by the said Commissioner for that Purpose, for ever thereafter be held and enjoyed by the several and respective Person and Persons entitled to the same enfranchised and as Freehold Estates of Inheritance, freed and discharged of all Fines, Heriots, Chief Rents, Reliefs, Customs, and Services whatsoever, and the same should from and after such Enfranchisement be granted, bargained, sold, released, conveyed, or assured by Deed or devised by Will in the same Manner as other Freehold Estates of Inheritance were conveyed and devised, and on the Death of any Person who should be the absolute Owner of such Estates without a Will the same shall descend to his or her Heir or Heirs at Law, in such Manner as other Freehold Estates descend; and it was further enacted, that it should and might be lawful to and for the said Commissioner, at any Time or Times before the Execution of the said Award, by Writing under his Hand, to be affixed on the South Doors of the Parish Churches of *Pattingham* and *Patshull* aforesaid, to order and direct all or any Part of the Rights of Common in, over, or upon the said Commons and Waste Grounds thereby intended to be divided, allotted, and inclosed, or any Part thereof, to be extinguished, and the Exercise thereof to be suspended for and during such Time and Times as should be expressed in such Writing, and that all such Rights as the said Commissioner should by such Writing order and direct to be extinguished, or the Exercise thereof suspended as aforesaid, should from the Time of affixing such Writing on the said Church Doors

Doors respectively cease, determine, and be extinguished, or the Exercise thereof should be suspended, any Law, Usage, or Custom to the contrary notwithstanding; and it was further enacted, that it should and might be lawful to and for the Trustee or Trustees, Feoffee or Feoffees, and also for any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate, who were or should be Proprietors or Owners of Messuages, Buildings, Lands, Grounds, or other Hereditaments lying within the said Manors of *Pattingham* and *Patshull*, or either of them, or in any Manor or Parish adjoining thereto, and also to and for the Husbands, Guardians, Committees, and Trustees of any of the said Owners and Proprietors, being under Coverture, Minors, Idiots, Lunatics, or beyond the Seas, or otherwise incapable of acting for themselves, and also to and for all Persons acting as Guardians, Trustees, or Committees of any such Owners or Proprietors being under any Disability whatsoever, whether such Owners or Proprietors be Tenants in Fee Simple, Tenants for Life, with or without Impeachment of Waste, Tenants in Fee Tail, General or Special, Tenants by the Courtesy of *England*, Tenants for Years determinable on any Life or Lives, or otherwise, from Time to Time to Time to exchange all or any of his, her, or their Messuages, Buildings, old Inclosures, Lands, Grounds, or other Hereditaments within the said Manors of *Pattingham* and *Patshull*, or either of them, or any adjoining Manor or Parish, so that all and every such Exchange and Exchanges be made by and with the Consent and Approbation of the said Commissioner, and should be ascertained, specified, and declared in his said Award, or in some other Instrument or Instruments in Writing to be executed by the said Commissioner for that Purpose, either before or after the Execution of the said Award, and all and every such Exchange and Exchanges should be made at the Expense of the Parties interested therein, and should be good and valid in the Law to all Intents and Purposes whatsoever; provided always, that no Exchange should be made by virtue of the said Act of any Lands, Tenements, or Hereditaments holden in right of any Church or Chapel without the Consent in Writing of the Diocesan and of the Patron or Patrons; and it was further enacted, that the several Allotments and Compensations to be made unto and for the several Persons who by virtue of the said Act should be entitled to the same should be a full Bar and Satisfaction for his, her, and their several Part and Parts, Share and Shares, of the Lands and Grounds thereby directed to be divided, allotted, and inclosed, and also of and for all Rights of Common, Rights of Soil, and all other Rights, Interests, or Property for which any Allotment or Allotments should have been made by virtue of the said Act, belonging to or to be claimed by such Person or Persons in, over, or upon the said Lands and Grounds hereby directed to be divided, allotted, and inclosed, and all such Rights, Interests, and Property from and immediately after the Execution of the said Award should cease, determine, and be for ever extinguished; provided always, that nothing in the said Act contained should extend or be construed to extend to revoke, make void, alter, or annul any Will or Settlement, or to prejudice any Person or Persons having any Right or Claim of Dower, Jointure, Portion, Debts, Rents, or Incumbrances out of, upon, or affecting any of the Messuages, Lands, or Grounds to be

divided, allotted, inclosed, or exchanged as aforesaid, or any Part or Parts thereof respectively, but that the respective Persons to whom any Lands or Hereditaments should be allotted or given in exchange by virtue of the said Act should stand and be seised thereof to such and the same Uses, and for such and the same Estates, and subject to such and the same Wills, Jointures, Rents, Charges, and Incumbrances, and no other, as the Messuages, Buildings, Lands, Grounds, and Hereditaments whereof such Persons were seised or possessed at or immediately before the Execution of the said Award, or for which or in respect whereof such Allotment or Exchanges should be made, would have been subject to, charged with, or affected by, in case the said Act had not been made; and it was by the said Act further enacted, that as soon as conveniently might be after the said Commissioner should have completed and finished the Division and Allotment of the Lands and Grounds therein directed to be divided and allotted he should form and draw up an Award or Instrument, which said Award or Instrument was to contain the Particulars in the same Act mentioned and directed, and the said Award, and the several Allotments, Partitions, Exchanges, Orders, Directions, Matters, and Things therein contained, should be and were thereby declared to be binding and conclusive unto and upon all and every the several Parties interested in and entitled unto the several and respective Premises so to be divided, allotted, inclosed, and exchanged as aforesaid, their several and respective Heirs and Assigns; and it was further enacted, that the Costs, Charges, and Expenses incident to and attending the obtaining and passing of the said Act, and of the surveying and valuing of the several Messuages and Lands within the said Manors of *Pattingham* and *Patshull* respectively, and allotting of the said Lands and Grounds, and the forming and making of the public Roads, and the Charges of the said Commissioner for his Trouble and Expenses, and of the Clerks, Surveyors, and other Persons employed by him, and for preparing and depositing Duplicates of the said Award, and all other Matters and Things requisite and proper for the carrying the said Act into execution, should be defrayed and discharged in manner therein and herein-after mentioned, (that is to say,) such Part of the said Costs, Charges, and Expenses as the said Commissioner should judge reasonable should be defrayed and discharged by and out of the Monies arising from the Sale of such Part or Parts of the said Commons and Waste Grounds within the said Manor of *Pattingham* as should be allotted for that Purpose, as therein is directed and herein-before is mentioned, and in case any Surplus should remain of the said Monies after all the Purposes aforesaid have been satisfied, the same should be divided amongst the several Persons interested in the said Commons and Waste Grounds within the said Manor of *Pattingham* in such Shares and Proportions as the said Commissioner should think equitable, and by any Writing or Writings under his Hand direct, but in case the Purchase Money arising from any such Sale or Sales as aforesaid should be insufficient to defray all the Charges and Expenses therein-before intended to be provided for, then and in such Case the Deficiency should be made up by the Persons interested in the said Lands and Grounds within the said Manor of *Pattingham* (except the Vicar of *Pattingham* for the Time being) in proportion to their respective Shares and

Interests, and such Part of the said Costs, Charges, and Expenses as the said Commissioner should judge reasonable should be defrayed and discharged by the several Persons (except the Vicar of *Patshull* for the Time being) interested in the said Commons and Waste Grounds within the Manor of *Patshull*, in proportion to their respective Shares and Interests therein, and all such Shares and Proportions should be ascertained by the said Commissioner, and should be paid by and to such Person or Persons and at such Time or Times as the said Commissioner should by any Writing or Writings under his Hand order, direct, and appoint: And whereas on or about the Third Day of *August* One thousand seven hundred and ninety-nine the said *John Bishton* the younger duly took and subscribed the said Oath as required by the said Act, which said Oath was duly enrolled as required by the same Act, and the said *John Bishton* in other respects proceeded to carry the Powers and Provisions of the said Act into execution: And whereas from a Manuscript Book deposited with the Award and other Documents relating to the said Inclosure in the Church of *Pattingham* aforesaid, and which said Manuscript Book is headed "*Pattingham* and *Patshull* Inclosure," it appears, amongst other things, that the said *John Bishton* the younger, as such Commissioner as aforesaid, perambulated and fixed, as required by the said Act, the Boundaries of the said respective Manors of *Pattingham* and *Patshull*, and of the Common and Waste Grounds within the same, and that the said Commissioner, as also required by the said Act, directed that all Rights of Common in, over, and upon the Commons and Waste Grounds intended and directed by the said Act to be divided, allotted, and inclosed should be extinguished from the Twenty-eighth Day of *November* One thousand seven hundred and ninety-nine, and that the said Commissioner, as also required by the said Act, set out the Roads and Ways in, over, and upon the said Lands and Grounds by the said Act directed or intended to be divided, allotted, and inclosed, and that the said Commissioner also directed the Course of Husbandry to be pursued on the said Lands and Grounds, and that the said Commissioner also sold by public Auction certain Allotments, for the Purpose of raising and defraying the Expenses of the said Inclosure: And whereas in the said Manuscript Book is contained a Minute or Entry signed by the said *John Bishton*, and which said Minute or Entry is in the Words following; (that is to say,) "At the *Pigot's Arms* in *Pattingham*, the " Day of *March* One thousand eight hundred and one: " Memorandum: That I the said Commissioner attended at the " Time and Place above mentioned, pursuant to Notices affixed on " the Church Doors of the Parish Churches of *Pattingham* and " *Patshull*, in order to show the Parties interested in the Division " and Inclosure of the Lands and Grounds in and by the said Act " directed to be divided, allotted, and inclosed their several and " respective Allotments, as set out and intended to be awarded by " me, at which Attendance the several and respective Parties inte- " rested were put into possession of such their several and respective " Allotments: At this Attendance I have fixed the several Sums of " Money to be paid by the several Persons herein-after mentioned " as a Compensation by a Money Payment for the Enfranchisement " and Exoneration of Tithes of their respective Messuages, Lands,

" and Hereditaments within the said Manor of *Pattingham*, and I " have directed the Clerk to write to each individual Person, in- " forming him or her of the Amount of his or her Compensation " Money, and to request the same may be paid at my next Atten- " dance, which I hereby fix for the Thirty-first Day of *March* next, " and direct Notice thereof to be affixed on the South Doors of the " Parish Churches of *Pattingham* and *Patshull* on *Sunday* the " Fifteenth Day of *March* next, and the like Notice to be inserted " in *Aris's Birmingham Gazette* of the Sixteenth *March* next :" And whereas in the said Manuscript Book so deposited as aforesaid is also contained another Minute or Entry, also signed by the said *John Bishton* the younger, and which said Minute or Entry is in the Words following; (that is to say,) " At the *Pigot's Arms*, Thirty-first *March* " One thousand eight hundred and one: Memorandum: That I the " said Commissioner attended at the Time and Place above men- " tioned, pursuant to the Notices directed to be given at my last " Attendance, in order to receive the several pecuniary Compen- " sations from the several Persons stated in the List entered upon the " Proceedings of my last Attendance, when the same (which amounted " together to One thousand nine hundred and eighty-seven Pounds " Ten Shillings) were paid to and received by me accordingly, to be " applied for the Purposes mentioned in the said Act, and whereupon " I gave the several Persons paying such pecuniary Compensations " Discharges and Receipts for the same accordingly :" And whereas under or by virtue of certain Indentures of Lease and Release and Settlement bearing Date respectively the Nineteenth and Twentieth Days of *June* One thousand seven hundred and ninety-six, the Release being made or expressed to be made between Sir *Robert Pigot* Baronet of the First Part, Sir *George Pigot* Baronet, therein described as *George Pigot* Esquire, eldest Son and Heir Apparent of the said Sir *Robert Pigot*, of the Second Part, the Honourable *John Monckton* and the said Dame *Mary Ann Pigot*, then *Mary Ann Monckton* Spinster, and therein described as Second Daughter of the said *John Monckton*, of the Third Part, the Honourable *Edward Monckton* and *Claud Russell* Esquire of the Fourth Part, and the Right Honourable *Edmund Boyle* commonly called *Edmund* Viscount *Dungarvon*, and *Thomas Partington* Esquire, of the Fifth Part, and *James Bourchier* Esquire and *Edward Boodle* Gentleman of the Sixth Part, being the Settlement made previously to the Marriage then intended to be and soon afterwards solemnized between the said Sir *George Pigot* and *Mary Ann Monckton*, and by means of the Death of the said Sir *Robert Pigot* and other Events the said Manors of *Patshull* and *Pattingham*, and the said Great or Corn Tithes within the said Manor of *Pattingham*, and also the said Great Tithes within the said Manor of *Patshull*, and other the Hereditaments in respect whereof the said Sir *George Pigot* was entitled to Allotments under the said recited Inclosure Act and Award, stood limited and assured at the Time of the passing of the said Inclosure Act, subject nevertheless to certain annual and other Charges and Terms of Years, and other Estates for securing the same, to the Use of the said Sir *George Pigot*, for the Term of his natural Life, without Impeachment for Waste, with a Limitation to the Use of the said *Edward Monckton* and *Claude Russell* and their Heirs during

Marriage Settlement of Sir George Pigot, dated 20th June 1796.

during the Life of the said Sir *George Pigot*, upon trust to preserve the contingent Remainders, with Remainder, after the Limitation in use of a Term of Five hundred Years, to the said *James Bourchier* and *Edward Boodle*, their Executors, Administrators, and Assigns, without Impeachment of Waste, upon the Trusts in the same Indenture mentioned, for raising Portions for the younger Children of the said then intended Marriage, to the Use of the First and every other Son of the said Sir *George Pigot* and Dame *Mary Ann* his Wife, according to their respective Seniorities in Tail Male, with divers Remainders over, and under and subject to certain Powers and Provisoes, and amongst other such Powers and Provisions were contained such Powers for the said *Edward Monckton* and *Claud Russell*, and the Survivor of them, and his Heirs, to sell and exchange the said Estates by the said Indenture settled as are usual in Settlements of a like Nature: And whereas by Indentures of Lease and Appointment and Release bearing Date respectively the Second and Third Days of *June* One thousand eight hundred, the Appointment and Release being of Four Parts, and made between the Right Honourable *Charles* Earl of *Shrewsbury* of the First Part, the said *Edward Monckton* and *Claud Russell* of the Second Part, the said *John Bishton*, therein described as the sole Commissioner named in an Act of Parliament passed in the Thirty-ninth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for dividing, allotting, and inclosing the Arable Lands, intermixed Fields, Meadows, and Pastures, Commons and Waste Grounds, within the respective Manors of* Pattingham *and* Patshull *in the County of* Stafford, of the Third Part, and the said Sir *George Pigot* and Dame *Mary Ann* his Wife of the Fourth Part, divers Pieces or Parcels of Land and Hereditaments therein particularly mentioned and described, situate in the Parish of *Albrighton* in the said County of *Salop*, being a Parish adjoining the said Parish of *Patshull*, and the Appurtenances thereto belonging, were, with the Consent and Approbation of the said Sir *George Pigot* and Dame *Mary Ann* his Wife and *John Bishton*, and according to the Power for that Purpose contained in the said Act of Parliament of the Thirty-ninth Year of the Reign of His said late Majesty, granted and conveyed by the said *Charles* Earl of *Shrewsbury* unto the said *Edward Monckton* and *Claud Russell*, their Heirs and Assigns, to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to such and the same Powers, Provisoes, Declarations, and Agreements, as are declared and contained in the said Indenture of Release and Settlement of the Twentieth Day of *June* One thousand seven hundred and ninety-six touching and in regard to Estates to be acquired by such Exchange as therein mentioned, in exchange for the Pieces or Parcels of Land and Hereditaments granted in exchange by the said *Edward Monckton* and *Claud Russell*, as therein-after mentioned; and by the same Indenture divers Pieces or Parcels of Ground and Hereditaments therein particularly mentioned and described, situate in the said Parish of *Albrighton*, with their Appurtenances, being Part of the Hereditaments and Premises comprised in the said Indenture of Release and Settlement of the Twentieth Day of *June* One thousand seven hundred and ninety-six, were, with the Consent and Approbation of the said Sir *George Pigot* and Dame *Mary Ann* his Wife, and according to the

Indentures, dated 2d and 3d June 1800.

Powers

Powers vested in the said *Edward Monckton* and *Claud Russell* for that Purpose, granted and conveyed by the said *Edward Monckton* and *Claud Russell* unto the said *Charles* Earl of *Shrewsbury*, his Heirs and Assigns, to the Uses in the said Indenture of Release of the Third Day of *June* One thousand eight hundred mentioned, in exchange for the Pieces or Parcels of Land and Hereditaments granted in exchange by the said *Charles* Earl of *Shrewsbury*, as therein before is mentioned: And whereas upon the Sale by Auction of the said Allotments, Lands, or Grounds by the said *John Bishton* the younger, as such Commissioner as aforesaid, for raising and defraying the Expenses of the said Inclosure, as herein-before is mentioned, the said Sir *George Pigot* became the Purchaser of the Allotments numbered respectively 163, 179, and 180 on the Plan marked A. annexed to the herein-after recited Award, and containing together Forty-two Acres and Eight Perches, at the Price of Seven hundred and sixty Pounds, as in the herein-after recited Award also is mentioned: And whereas by a Deed Poll or Instrument in Writing bearing Date on or about the Thirty-first Day of *July* One thousand eight hundred and ten, and under the Hands and Seals of *John Walford*, *Thomas Dethick*, *Edward Curtis*, *William Simmons*, *William Rudge*, *William Matthews*, *Thomas Lockley Meire*, and *Francis Holyoake*, after reciting, amongst other things, that the said *John Bishton* the younger, soon after the passing of the said Act, (that is to say,) on or about the Third Day of *August* One thousand seven hundred and ninety-nine, took and subscribed the said Oath in and by the said Act directed to be taken and subscribed before the Honourable *Edward Monckton*, One of His Majesty's Justices of the Peace in and for the said County of *Stafford*, and thereby took upon himself the Execution of the said Act, and that the said *John Bishton* not having nominated and appointed a fit and proper Person (not interested in the said Inclosure) as his Successor, immediately after he had taken and subscribed the said Oath, as by the said Act he was required to do, a Meeting of the Owners and Proprietors of the Lands and Hereditaments within the Manor of *Pattingham* aforesaid had been holden on the said Thirty-first Day of *July*, at the Dwelling House of *Elizabeth Hollies* called or known by the Name of the *Pigot's Arms* Inn, within the said Manor of *Pattingham*, in pursuance of Notice under the Hands of the said *John Walford*, *Thomas Dethick*, and *Edward Curtis*, being Three of the Proprietors of Lands within the said Manor of *Pattingham*, and affixed on the South Door of the Parish Church of *Pattingham* on *Sunday* the Eighth Day of *July* One thousand eight hundred and ten, before Divine Service, and also advertised in *Aris's Birmingham Gazette* on the Ninth and Sixteenth Days of *July* One thousand eight hundred and ten, for the Purpose of nominating and appointing a Person (not interested in the said intended Inclosure) to be a Commissioner to carry the said recited Act into execution, as a Successor to and in the Place and Stead of *John Bishton*, the Commissioner originally appointed by the said Act, and that the said *John Walford*, *Thomas Dethick*, *Edward Curtis*, *William Simmons*, *William Rudge*, *William Matthews*, *Thomas Lockley Meire*, and *Francis Holyoake*, being the major Part in Value of the Owners and Proprietors of the Lands and Hereditaments within the Manor of *Pattingham* aforesaid who were present

Appointment of George Bishton, by Deed Poll, dated 31st July 1810, as Commissioner in the Place of John Bishton the younger.

present and attended such Meeting, did resolve and agree to nominate and appoint *George Bishton* of *Wraxhill* in the Parish of *Donnington* in the County of *Salop*, Gentleman, to be such Commissioner, it was by the said Deed Poll now in recital made known that the said *John Walford*, *Thomas Dethick*, *Edward Curtis*, *William Simmons*, *William Rudge*, *Edward Matthews*, *Thomas Lockley Meire*, and *Francis Holyoake*, being the major Part in Value of the Owners and Proprietors of the Lands and Hereditaments within the Manor of *Pattingham* aforesaid who were present and attended such Meeting as aforesaid, have, in virtue and pursuance of the Power and Authority to them given and granted in and by the said recited Act, nominated and appointed, and by the said Deed Poll now in recital did, in virtue and pursuance of the Powers of the said Act, nominate and appoint the said *George Bishton* as a fit and proper Person (not interested in the said Inclosure) to be a Commissioner for further carrying into execution the Powers of the said recited Act, and as a Successor to and in the Place and Stead of the said *John Bishton*, the original Commissioner therein nominated and appointed: And whereas the said *John Bishton* the younger, the Commissioner expressly named in the said Act, departed this Life on the Twenty-eighth Day of *August* One thousand eight hundred and ten: And whereas on the Eighteenth Day of *September* One thousand eight hundred and ten the said *George Bishton* took and subscribed the Oath required by the said Act to be taken and subscribed, and proceeded to execute the other Powers and Directions in the said Inclosure Act contained: And whereas, amongst divers other Acts and Things made, done, and performed by the said *George Bishton* in his Character of Commissioner as aforesaid, and purporting to be made, done, and performed pursuant to the said recited Inclosure Act, divers Exchanges of Lands were effected by the said Sir *George Pigot* with other Persons and Corporations, with the Consent and Approbation of the said *George Bishton* as such Commissioner, such Consent and Approbation being testified by the said *George Bishton* being a Party to and executing the Deeds by which such Exchanges were perfected: And whereas by an Entry or Minute in the said Manuscript Book, dated in the Year One thousand eight hundred and ten, and signed by the said *George Bishton*, it appears that the said *George Bishton*, having carefully, attentively, and impartially examined, weighed, and considered the several Acts and Things done by his late Predecessor *John Bishton* deceased, did approve of and confirm the same: And whereas by another Minute or Entry in the said Manuscript Book, and made at the *Pigot's Arms* in *Pattingham* the Third Day of *December* One thousand eight hundred and ten, and also signed by the said *George Bishton*, it appears that the said *George Bishton* attended at the *Pigot's Arms* in *Pattingham* on the said Second Day of *December* One thousand eight hundred and ten, pursuant to Notice, according to the Directions of the Act, at which Attendance, no Applications being made to him respecting the several Allotments and Exchanges, he the said *George Bishton* did therefore order and direct that no Applications respecting the same should thereafter be received or attended to, but that the several Allotments and Exchanges should stand as already made, and in order to be confirmed by him in and by his Award or other Instrument in Writing to be thereafter made

Minute of Confirmation of Acts of John Bishton the younger, dated 1810.

Minute of 3d Dec. 1810.

made and executed for that Purpose: And whereas by an Award, or Instrument in Writing purporting to be an Award, bearing Date the Twelfth Day of *March* One thousand eight hundred and eleven, and under the Hand and Seal of the said *George Bishton*, and purporting to be executed or made pursuant to the said Inclosure Act, after reciting, amongst other things, that the said *John Bishton* the younger had taken upon himself the Office of Commissioner, and that the said *John Bishton* having from Indisposition become incapacitated for the Space of Three Calendar Months and upwards before the Appointment of a Successor to him (therein-after stated) of proceeding further in the several Trusts and Powers reposed in him as Commissioner as aforesaid by the said therein and herein-before recited Act, and the said *John Bishton* the younger not having nominated a Successor, as thereby directed, it became necessary to nominate another Person, and also reciting the said herein-before recited Deed Poll, and also reciting as herein-before is mentioned to be recited in the said Deed Poll, the said *George Bishton* did by the said Award or Instrument in Writing now in recital allot and award, or express to allot and award, unto the said Sir *George Pigot* divers Allotments or Parcels of Land in respect of his several Rights and Interests in, over, or upon the said Commons or Waste Grounds, (that is to say,) Numbers 98 and 176 on the Plan marked A. annexed to the said Award, containing together Eleven Acres and Twenty-five Perches, as an Equivalent and Compensation for all his Right and Interest as Lord of the said Manor of *Pattingham* in and to the Soil of the said Commons or Waste Grounds, Numbers 96, 174, and 175 on the said Plan marked A., containing together Twenty-seven Acres One Rood and Fourteen Perches, as the Impropriator of the Great or Corn Tithes and Compositions in lieu thereof within the said Manor of *Pattingham*, and as and for an Equivalent to and full Satisfaction and Compensation for all the Great or Corn Tithes that might arise or grow due and payable out of and from the said Commons and Waste Grounds within the said last-mentioned Manor, Numbers 163, 179, and 180 on the same Plan, containing together Forty-two Acres and Eight Perches, which Allotments the said Award declares "were "by the said *John Bishton*, in pursuance of the Directions of the "said recited Act, sold by public Auction to the said Sir *George* "*Pigot* for Seven hundred and sixty Pounds, being the best Price "which could be obtained for the same, and which Sum was paid by "him, and received by the said *John Bishton* for the Purposes men-"tioned in the said Act, and was partly applied by him and was "partly paid over by his personal Representatives to me," Numbers 1, 5, 7, 10, 12, 22, 24, 27, 32, 41, 44, 62, 68, 72, 78, 82, 84, 93, 94, 97, 99, 119, 123, 124, 129, 164, 167, 169, on the same Plan, containing together One thousand two hundred and thirty-one Acres Three Roods and Thirty Perches, which Allotments the Award declared were so allotted and assigned to the said Sir *George Pigot*, and the same had been and were thereby agreed to be taken and accepted by the said Sir *George Pigot* as well as and for an Equivalent or full Satisfaction and Compensation for the Enfranchisement of all and every the Copyhold Messuages, Lands, and Hereditaments within the said Manor of *Pattingham*, and for extinguishing, releasing, exonerating, and discharging the same of and from all Fines, Chief Rents, Heriots, Reliefs,

Award, dated 12th March 1811.

Reliefs, Customs, and Services as aforesaid due and payable to the said Sir *George Pigot* as Lord of the said Manor, and for all the Impropriate Great or Corn Tithes and Compositions in lieu thereof increasing or growing due and payable out of or from all and singular the Hereditaments of each respective Owner or Proprietor within the said Manor of *Pattingham*, except where a Money Composition had been paid for such Enfranchisement and Exoneration of Tithes, and which were particularly mentioned and set forth in the Third Schedule to the said Award, as also for all other the Right and Interest of him the said Sir *George Pigot* of, in, and to the Residue and Remainder of the said Lands and Grounds within the said Manor of *Pattingham*, in and by the said Act directed to be divided, allotted, and inclosed as aforesaid, save and except with respect to his Right as Lord of the said Manor of *Pattingham*, and as entitled to the Tithes of the said Commons and Waste Lands within the same Manor, and for and in lieu of which same Rights Allotments had been made to the said Sir *George Pigot*, as therein and herein-before is mentioned, Numbers 183, 184, 185, 187, and 189 on the Plan marked B. annexed to the said Award, amounting to One thousand seven hundred and seventy-eight Acres and One Perch, and comprising the entire Parish of *Patshull* (with the Exception of Twelve Acres and Thirty Perches allotted to the Vicar of *Patshull*), as well as and for an Equivalent to or full Satisfaction and Compensation for all the Right and Interest of the said Sir *George Pigot*, as Lord of the said Manor of *Patshull*, of, in, and to the Soil of the Common and Waste Ground within the said Manor, and for all the Impropriate Great or Corn Tithes and Composition in lieu thereof that might arise or grow due and payable out of and from the said Common and Waste Ground within the same Manor of *Patshull*, and also as and for a full Satisfaction and Compensation for all his Right and Interest in and to the Residue and Remainder of the said Lands and Grounds within the said Manor of *Patshull*, in and by the said Act directed to be divided, allotted, and inclosed as therein-before mentioned, and by the said Award or Instrument in Writing now in recital the said *George Bishton* did allot and award or express to allot and award unto the said Vicar of *Patshull* the Allotments numbered 188 and 186 in the said Plan marked B. annexed to the said Award, and containing together Twelve Acres and Thirty Perches, and being of the yearly Value of not less than Ten Pounds, out of the old inclosed Lands of the said Sir *George Pigot* in the said Parish of *Patshull*, in satisfaction of all Vicarial and Small Tithes (except *Easter* Offerings and Surplice Fees) within the same Parish, and the said *George Bishton* did by the said Award allot the Residue of the said Lands and Grounds in and by the said Act directed to be divided, allotted, and inclosed to the several Persons in the same Award mentioned or referred to: And whereas previously to the Enfranchisement in the Manner authorized or directed by the said recited Act of the Copyhold or Customary Hereditaments held of the said Manor of *Pattingham*, the same Hereditaments were held by the respective Tenants thereof according to the Customary Tenure of Borough *English*: And whereas, under or by virtue of an Indenture of Bargain and Sale and Appointment, bearing Date on or about the Twenty-sixth Day of *November* One thousand eight hundred and twenty-two, and made or expressed to be

Indenture of Bargain and Sale, dated 26th Nov. 1822.

be made between the said Sir *George Pigot* and Dame *Mary Ann Pigot* his Wife of the First Part, the said Sir *Robert Pigot*, then *Robert Pigot* Esquire, and the then eldest Son and Heir Apparent of the said Sir *George Pigot*, of the Second Part, *Francis Hicks* Gentleman of the Third Part, *William Hepburn* Gentleman of the Fourth Part, *John Drummond* Esquire and *Peter Bellinger Brodie* Esquire of the Fifth Part, *Edward Monckton* and *William Lacon Childe* Esquire of the Sixth Part, and the Honourable *George Harry Grey* commonly called Lord *Grey*, and *John Cotes* Esquire, of the Seventh Part, and duly enrolled in the High Court of Chancery, and of Common Recoveries duly suffered in *Michaelmas* Term in the Third Year of the Reign of His late Majesty King *George* the Fourth, and under or by virtue of certain Indentures of Lease and Release and of Revocation and new Appointment bearing Date respectively the First and Second Days of *July* One thousand eight hundred and thirty-nine, the Release being made or expressed to be made between the said Sir *George Pigot* of the First Part, the said Sir *Robert Pigot* (then Mr. *Robert Pigot*) of the Second Part, and Sir *Hugh Pigot* of *Foley Place* in the Parish of *Saint Marylebone* in the County of *Middlesex*, Knight, a Rear Admiral in Her Majesty's Service, and *Edward Basil Farnham* Esquire, of the Third Part, the same Indentures being made and executed in pursuance of Powers for that Purpose in the said recited Indenture of Bargain and Sale contained, and by means of the Death of the said Sir *George Pigot*, and of certain other Deeds and Assurances, and of certain other Events and Acts in the Law, all and singular the said Lands or Grounds which by the said recited Award were expressed to be so allotted to the said Sir *George Pigot* as aforesaid (except those which were conveyed away in exchange), and the said Lands received in exchange, and divers other Lands or Grounds, Parts of the said Lands so intended to be inclosed and allotted as aforesaid, and which were purchased or received in exchange by the said Sir *George Pigot*, and by the said Trustees of the said Indentures of Lease and Release and Settlement of the Nineteenth and Twentieth Days of *June* One thousand seven hundred and ninety-six have been conveyed and assured and now stand limited (subject, nevertheless, to divers Mortgages in Fee and for Terms of Years, and other Charges and Incumbrances affecting either the whole or Parts only of the same Hereditaments,) to the Use of such Persons, for such Estates, Interests, Intents, and Purposes, and subject to such Powers, Provisions, Declarations, and Agreements, or without being so subject, and in such Manner and Form, as the said Sir *Robert Pigot*, by Deed or Instrument in Writing, with or without Power of Revocation and new Appointment, to be sealed and delivered by him in the Presence of and attested by Two credible Witnesses, or by his last Will and Testament, or any Codicil thereto, by him legally executed, should at any Time direct, limit, or appoint, and in default thereof to the Use of the said *Robert Pigot* and the Heirs Male of his Body lawfully begotten, with divers Remainders over: And whereas the said Sir *George Pigot* departed this Life on or about the Twenty-fourth Day of *June* One thousand eight hundred and forty-one: And whereas Doubts have lately been raised respecting the Validity of the Appointment of the said *George Bishton* as Commissioner as aforesaid, inasmuch as there are no Means of proving the

giving, as required by the said Inclosure Act, of a Notice to the said *John Bishton* the younger requiring him to act as a Commissioner in the Execution of the Act, and the Refusal or Neglect for the Space of Three Calendar Months after such Notice of the said *John Bishton* the younger to act in the Execution of the said Inclosure Act, and in case such Appointment could not be sustained it is apprehended that all Acts done by him in the Character of such Commissioner would be considered invalid: And whereas it is conceived that divers of the said Acts, Matters, and Things herein-before mentioned or referred to as made, done, executed, or performed by the said *John Bishton* the younger as such Commissioner as aforesaid, and of other Persons, were, under the Provisions of the said recited Inclosure Act, perfectly valid, and could not by Law be now avoided, even if the Appointment of the said *George Bishton* as such Commissioner as aforesaid could not be sustained, but in case such Appointment could not be sustained it may be considered doubtful how far and to what Extent some of the said Acts of the said *John Bishton* the younger were complete without the Confirmation thereof by an Award, pursuant to the said Inclosure Act, or otherwise made and executed by a Commissioner duly appointed: And whereas it is expedient and desirable that the aforesaid Doubts should be removed; but the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it 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 from and immediately after the passing of this Act all and every the said herein-before mentioned Acts, Deeds, Matters, and Things, and all and every other Acts, Deeds, Matters, and Things, made, done, executed, or performed, or purporting to be made, done, executed, or performed by or with the Consent and Approbation of the said *George Bishton*, as Commissioner under the said recited Act, and which by the said recited Inclosure Act were authorized to be made, done, executed, or performed by or with the Consent and Approbation of a Commissioner duly appointed under the same Act, shall be as good, valid, binding, and effectual to all Intents and Purposes as the same would have been if the Appointment of the said *George Bishton* as a Commissioner had been duly made pursuant to the Powers and Provisions of the said Inclosure Act, and all and every the same several Acts, Deeds, Matters, and Things so made, done, executed, and performed, or purporting to be so made, done, executed, and performed by or with the Consent and Approbation of the said *George Bishton* as aforesaid, be and are hereby ratified and confirmed accordingly from the Time of the making, doing, executing, and performing thereof respectively.

Acts of George Bishton as Commissioner confirmed.

General Saving of Rights.

II. Saving, nevertheless, to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Body and Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, other than and except the several Persons and Corporations to whom any Allotment or Allotments were expressed to be or ought to have been made by or by virtue of the said recited Inclosure Act and Award, or either of them, for and in respect of such Rights and Interests as were by

the said Act intended to be barred and destroyed, and all Persons respectively claiming under them or in remainder after them, and other than and except all and every other, if any, the Persons and Corporations who were excepted from the saving Provision in the said recited Inclosure Act contained, and which said several Persons and Corporations, and all Persons claiming or to claim by, through, under, or in trust for them or any of them, are also intended to be excepted from the Benefit of this present saving Provision, all such Right, Title, and Interest as they, every or any of them, could or ought to have had or enjoyed of, in, to, or out of the said Lands and Grounds by the said recited Inclosure Act directed to be divided and inclosed, as in the same Act and herein-before is mentioned, in case this Act had not been passed.

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

III. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1849.