



Duchy of Lancaster Act 1817

1817 CHAPTER 97

An Act for ratifying Articles of Agreement entered into by the Right Honourable *Henry Hall* Viscount *Gage*, and the Commissioners of His Majesty's Woods, Forests, and Land Revenues; and for the better Management and Improvement of the Land Revenues of the Crown. [10th July 1817]

WHEREAS Articles of Agreement, bearing Date the Fifteenth Day of *May* in this present Year of our Lord One thousand eight hundred and seventeen, have been made and entered into between the Right Honourable *Henry Hall* Viscount *Gage*, of the First Part; the Right Honourable *William Huskisson*, *William Dacres Adams*, and *Henry Dawkins*, Enquires, Commissioners of His Majesty's Woods, Forests, and Land Revenues, for and on the Behalf of His Majesty, of the Second Part; and the King's most Excellent Majesty, of the Third Part; in Substance and to the Effect following ; (that is to say), The said *Henry Hall* Viscount *Gage*, for himself, his Heirs, Executors, and Administrators, did thereby covenant, promise, and agree to and with the King's most Excellent Majesty, His Heirs and Successors to fell and dispose of, and the said Commissioners, Parties to the said Articles of Agreement (by and with the Consent and Approbation of the Commissioners of His Majesty's Treasury) for and on the Behalf of the King's Majesty, His Heirs and Successors, did thereby agree to Purchase and buy of and from the said *Henry Hall* Viscount *Gage*, his Heirs and Affigns, all those several Manors of *Staunton* and *Bicknor*, otherwise *English Bicknor*, situate in the Counties of *Gloucester* and *Monmouth*, or One of them, together with all Courts Leet, Courts Baron, Customary and other Courts, Profits and Perquisites of Courts, Fines, Chief or Quit Rents, Heriots, Fisheries, and all other Rights, Royalties, Privileges, and Appurtenances to the said Manors or either of them incident, appertaining or in anywise belonging; and all Right of Soil and other Rights of him the said *Henry Hall* Viscount *Gage*, his Heirs or Affigns, of and in all Waste Lands and Commons situate within or being Part and Parcel of the said Manors or either of them; and all Rights of Common and other Rights of him the said *Henry Hall* Viscount *Gage* in or upon the Forest of *Dean* or any Part thereof; and all that newly-erected Messuage or Dwelling House situate at *Braceland*, with the Out-buildings thereto belonging or in anywise appertaining; and all the Right of him the said *Henry Hall* Viscount *Gage* in or to the Pews in the Parish Church of *Newland*, to the late Mansion House of *High Meadow* belonging, or usually held, used, or occupied by the Owners or Proprietors of such Mansion House; and all those several Messuages, Dwelling Houses, Cottages, Farms, Arable, Meadow, Pasture, and Wood Lands of him the said *Henry Hall* Viscount *Gage*, situate, lying, and being in the several Parishes, Districts, or Places of *Bicknor*, *Staunton*, *Dixton*, and *Newland*, and each and every of them, in the said Counties of

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Gloucester and Monmouth, then or late in the several Tenures or Occupations of him the said *Henry Hall Viscount Gage*, and of certain Persons in the said Articles of Agreement named, as Tenants to him. the said *Henry Hall Viscount Gage* all which said Lands and Premises contained together by Estimation Four thousand two hundred and fifty-seven Acres and Fifteen Perches, or thereabouts (be the same more or less); and all Timber and. other Trees, now growing, arising, or being in or upon any of the said Woods, Plantations, Farms, Lands, and Premises ; and all those Forges, Furnaces, Iron and Tin Works of him the said *Henry Hall Viscount Gage*, situate at *Redbrooke* and: *Lidbrook* in the Counties of *Gloucester* and *Monmouth* or One of them ; and all those Corn Mills situate at *Redbrook* and *Lidbrook* aforesaid; and all those Lime Kilns situate at *Cherry Orchard*, *Coldwell*, or elsewhere in or upon any of the Lands or Premises therein-before described; and all that Market House situate at *Coleford* in the said County of *Gloucester*, and all Tolls, Customs, Profits, Commodities, Advantages, and Appurtenances arising, from the Market of *Coleford*, or to the said Market belonging y and' all Waters, Fishings, Ways, Roads, Paths, Easements, Rights, Members,. Privileges, and Appurtenances whatsoever, to the said Manors,-Messuages, Dwelling Houses, and other Houses, Farms, Lands, and Premises, or any of them belonging or, in anywise appertaining, (except the Advowsons of the Rectory of *Staunton* and of the Vicarage of *Dixton*,) at or for the Price or Sum of £ One hundred and fifty-five thousand eight hundred and sixty-three Pounds Tiree Shillings, and Two-pence, to be paid at the Times, in the Proportions, and by the Instalments therein-after mentioned; (that is to say); the Sum of Thirty-one thousand one hundred, and seventy-two Pounds Twelve shillings and seven-pence, Part thereof, on the Second Day of *August* then and now next; the Sum of Thirty-one thousand one hundred and seventy. pro Pounds Twelve Shillings and Seven-pence (other Part thereof) oh the Second Day of *August* One thousand eight hundred and eighteen; the Sum of Thirty-one thousand one hundred and seventy-two Pounds Twelve Shillings and Seven-pence (other Part thereof) on the Second Day of *August* One thousand eight hundred and nineteen; 'the Sum of Thirty-one thousand one hundred arid seventy-two Pounds Twelve Shillings and Seven-pence (other Part thereof) on the Second Day of *August* One thousand eight hundred and twenty; and the Sum of Thirty-one thousand one hundred and seventy-two Pounds Twelve Shillings aha Ten-pence, Residue thereof, on the Second Day of *August* One thousand eight hundred arid twenty-one, together with Interest for the same several Sums, or so much thereof as should from Time to Time remain unpaid, at and after the Rate of Five Pounds *per Centum per Annum*, such Interest to be computed from the said Second Day of *August* then and now next, and to be paid by Half-yearly Payments until the whole of the said Principal Purchase Money should be fully paid and discharged; arid the said *Henry Hall Viscount Gage* did thereby:, for himself, his Heirs, Executors, Administrators, and Assigns, further covenant, promise, and agree to and with the King's Majesty, His Heirs arid Successors, that he the said *Henry Hall Viscount Cage*, his Heirs or Assigns; should arid would, within Two Calendar Months front the Date of the said Articles of Agreement, cause or procure to be made but arid delivered to the Commissioners' for the Time being of His Majesty's Woodsy Forests, and Land Revenues a complete and perfect Abstract of the Title of him the said *Henry Hall Viscount Gage*, or his Heirs, so the said Manors, Messuages, Dwelling Houses, and other Houses, Farms, Lands, arid all other the Hereditaments and Premises by the said Articles of Agreement Contracted to be fold, arid every Part thereof, and should and would thereby or therein make out and deduce a good and perfect Title to the Inheritance thereof in Fee Simple, free from all Incumbrances (save such as are herein-after mentioned, arid except that a small Part of the said Premises in *Dixton*, then late *Pritchard's*, Was Copyhold of Inheritance, with refpe6t to which only a Title as Copyhold of Inheritance was to be made out or required); and that he the said *Henry Hall Viscount Gage*, or his Heirs, arid all other necessary Parties, should and would, on or before the Second Day of *August* which would arid will be in the Year One thousand eight hundred and eighteen, by such good arid sufficient Conveyances and Assurances as the Law Officers of His Majesty, His Heirs or Successors, should reasonably advise or require, convey and assure the said Manors, Messuages, Dwelling Houses, and other Houses, Lands, and all arid singular other the Hereditaments arid Premises therein before contracted to be fold, with

their and every of their Appurtenances (except as aforesaid), and charged nevertheless with the due Payment of whatever Part or Parts of the said Purchase Money should then remain unpaid, and Interest for the same, unto and to the Use of the King's Majesty, His Heirs or Successors, or unto and to the Use of such Person or Persons, and upon such Trust or Trusts and in such Manner and Form as the Commissioner's of His Majesty's Treasury for the Time being, or any Three or more of them, or the said Commissioners, Parties to the said Articles of Agreement, or the Commissioners for the Time being of His Majesty's Woods, Forests, and Land Revenues, should direct or appoint, free from the Land Tax (the same having been redeemed), and from all other Charges and Incumbrances whatsoever, (save and except certain annual Sums payable to Colonel *Berkeley*, to the Duke of *Beaufort*, to the Stampers at *Redbrook*, to *Wyrhall* Spinster, and to the Poor of *Staunton*, as specified in the Survey of the said Estate, and which altogether amounted to the annual Sum of Sixteen Pounds Sixteen Shillings and Five-pence, but did not exceed that Sum, and also except Three Heriots payable to Colonel *Berkeley*, and the Rents, Customs, and Services thereafter to become due to the Lord of the Manor of which the said Copyhold Premises were holden); and that the said *Henry Hall* Viscount *Gage*, his Heirs, Executors, or Administrators, should and would in and by such Conveyance covenant and declare, that the Lands called *Mailscott Wood*, containing Seven hundred and twenty-seven Acres Three Roods and Fifteen Perches, then in the Tenure of him the said *Henry Hall* Viscount *Gage*, and the Lands containing Fifteen Acres One Rood and Ten Perches, then in the Tenure of *John Delaney*, Parts of the said Premises thereby agreed to be fold, were extra-parochial, and warrant the same so to be: And the said Commissioners, Parties to the said Articles of Agreement, did thereby, for and on the Behalf of the King's Majesty, His Heirs and Successors, and by and with the Consent and Approbation of the Commissioners of His Majesty's Treasury, testified as aforesaid, further covenant, promise, and agree, to and with the said *Henry Hall* Viscount *Gage*, his Heirs, Executors, Administrators, and Affigns, that the said Sum of One hundred and fifty-five thousand eight hundred and sixty-three Pounds Three Shillings and Two-pence, the Purchase Money aforesaid, should be paid by and out of the Land Revenues of the Crown to the said *Henry Hall* Viscount *Gage*, his Heirs, Executors, Administrators, or Affigns, at such Times, by such Instalments or Proportions, and with such Interest as therein-before in that Behalf mentioned, in case the said *Henry Hall* Viscount *Gage*, his Heirs or Affigns, should make out and shew a good and perfect Title to the said Manors, Messuages, Dwelling Houses, and other Houses, Farms, Lands, Hereditaments, and Premises, and every Part thereof, and make and execute such Conveyance thereof as therein before mentioned, according to the true Intent and Meaning of the said Articles of Agreement: And after agreeing in what Manner, in what Proportions, and by whom the Expences of the necessary Deeds, Conveyances, Abstracts for, and the further Expences incurred in the completing and perfecting the Purchase or Contract by the said Articles of Agreement made and entered into, it is by the said Articles of Agreement further agreed, that all Outgoings for the said Premises should be borne, paid, and defrayed by the said *Henry Hall* Viscount *Gage*, his Heirs or Affigns, up to the said Second Day of *August* then and now next; and that His Majesty, His Heirs and Successors should be entitled to the Possession of such Parts of the said Premises as were then in Hand on the said Second Day of *August* then and now next, and to receive the Rents, Issues, and Profits of the Remainder of the said Premises as and from that Day; and after reciting that the Lands and Woods in the Parish of *Dixton*, Parts of the said Premises, had been valued to the Crown, in the Computation of the said Purchase Money, as being exempt from all Rectorial and Vicarial Tithes, it was further agreed, that if the said *Henry Hall* Viscount *Gage*, his Heirs or Affigns, should not make out and deduce a clear and satisfactory Title to the Tithes of the said last-mentioned Lands and Woods, or to an Exemption from the Payment thereof, then and in such Case the said *Henry Hall* Viscount *Gage*, his Heirs or Affigns, should either deduct or allow unto the King's Majesty, His Heirs or Successors; Out of the said Purchase Money, the Sum of One thousand five hundred and eleven Pounds Five Shillings, or to the Satisfaction of the said Commissioners indemnify His Majesty, His Heirs and Successors, from any Loss, Damage, Cofts, Charges, or Expences on account of such Tithes, or any Claims or Demands in respect thereof; and it was by the Articles

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of Agreement expressly agreed, that nothing therein contained should extend or be construed to charge the Commissioners, Parties thereto, in their own Persons, or their or any of their own proper Lands or Tenements, Goods or Chattels, with or for the Performance of any of the Covenants or Agreements in the said Articles of Agreement contained, but that such Covenants or Agreements should only be enforced as Session the Land Revenues of the Crown ; and that all Cofts, Charges, and Expences which should or might become payable by reason or means of any such Covenants or Agreements, or any Breach or Non-performance thereof, should be enforced, raised, levied, and recovered by, from, or out of such Revenues only, any Thing in the said Articles of Agreement contained to the contrary in any wife notwithstanding : And after further reciting that it was intended to apply to Parliament in the then and now present Session for an Act to confirm the said Agreement, and to enable the Commissioners of His Majesty's Woods, Forests, and Land Revenues to raise the Sums requisite to pay the several Instalments of the Purchase Money before-mentioned, as they should reflectively become due, by Sales of competent Parts of the Land Revenues of the Crown, it was thereby expressly provided and declared, that if such Act of Parliament as aforesaid should not be passed in this present Session of Parliament, then the said Articles of Agreement and the Contract thereby made, and every Thing therein contained, should cease, determine, and be wholly void: And whereas from the Quantity of thriving Oak Timber now growing on the said Estates, Manors, Lands, Tenements, and Hereditaments by the said Articles of Agreement agreed to be fold and disposed of, and the Facility of conveying the Timber growing thereon when cut to the Government Dock Yards by Water Carriage, and from the Contiguity of the said Estate, Manors, Lands, Tenements, and Hereditaments to the Royal Forest of *Dean*, whereby the same may be managed as the Crown Lands by the Officers of the said Forest at a small Expence, the same appears to be a desirable Purchase, and it is therefore expedient to make Provisions for enabling the said Commissioners, Parties to the said Articles of Agreement, to make good the Contract thereby entered into on Behalf of His Majesty, and to carry the same into Effect; and in order to have a Fund ready for the Payment of the several Instalments of the said Purchase Money as they shall respectively become due, it is expedient that the Commissioners for the Time being of His Majesty's Woods, Forests, and Land Revenues should be authorized and empowered to fell and dispose of certain Parts and Possessions of the Land Revenues of the Crown, to raise the Monies which will be requisite to pay the said Instalments as they shall become payable, and should be enabled to apply the Monies so to be in the Payment thereof accordingly: And whereas by an Act passed in the First Year of the Reign of Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household, and of the Honour and Dignity of the Crown*, it was amongst other Things enacted and declared, that all and every Grant, Lease, or other Assurance, which from and after the Twentieth Day of *March* One thousand seven hundred and two, should he made or granted by the said Queen, Her Heirs or Successors, Kings or Queens of this Realm, under any of the Seals therein mentioned, or by Copy of Court Roll, or otherwise howsoever, of airy Manors, Messuages, Lands, Tenements, Tithes, Woods, or other Hereditaments (Advowsons, Churches, and Vicarages only excepted), to any Person or Persons, Body Politic or Corporate whatever, whereby arty Estate or Interest should pass from the said Queen, Her Heirs or Successors, should be void and of none Effect, unless the same should be made for some Term or Estate not exceeding Thirty-one Years or Three Lives, and unless there should be reserved by such Grants, Leases, or Assurances such Rents as in the said Act is expressed ; in which said Act is contained a Proviso, that where the greatest Part of the yearly Value of any Tenements or Hereditaments which belonged to the said Queen, Her Heirs and Successors, should, at the Time of making any Lease or Grant thereof, consist of the Building or Buildings thereupon which might want to be repaired or re-edified, in every such Cafe, to encourage the Rebuilding or Reparation thereof, it was declared and enacted, that it should be lawful for the said Queen, Her Heirs and Successors, at any Time after the said Twentieth Day of *March* One thousand seven handled and two, to demise or grant such Tenements or Hereditaments to any Person or Persons for any Term or Estate, so as such Term or Estate did not exceed Fifty Years or Three Lives, and so as such Lease or Grant should be made to commence from the; Date or making thereof; or if such Grantor

Lease should be made to take Effect in Reversion or Expectancy, that then the same, together with the Estate or Estates in Possession of and, in the same Tenements or Hereditaments, should not exceed Fifty Years or Three Lives from the Date or making thereof as aforesaid, and so as the same should not be made dis-punishable of Waste, and so as there should be reserved and payable upon every such Lease or Grant during such Term, not exceeding Fifty Years or Three Lives, as much Rent as was by tile said' Act required to be reserved; for the same Tenements or Hereditaments respectively in case of a Lease note exceeding One-and thirty Years or Three Lives, and not otherwise: Ands whereas since the passing of the said Act certain Parts and Portions of the Lands and Land Revenues of the Grown, which from their unimprovable Nature, inconvenient Situation, or other Circumstances, were not desirable to be held or, retained, have from Time to Time been fold and disposed of under the Authority of divers Acts of Parliament passed fop that Purpose; and some Part of the Monies which have been produced thereby have: been applied in the Redemption of the Land Tax charged, on the Crown Estates or have been set apart and appropriated for that Purpose, and some Parts thereof have been disposed of in; the Purchase of other Estates of.-a, more improvable Nature, which have been conveyed or fettled so as to form and become Part of the Possessions of the Crown and other Parts of such Monies have been appropriated to ameliorate and improve divers Parts of the Grown Estates: And whereas it would greatly tend to the better Management and Improvement of the Land Revenues of the Grown, if the Commissioners of His Majesty's Woods, Forests, and, Land Revenues were authorized and empowered to purchase and buy, with the Consent and Approbation of the Lord High Treasurer of the United Kingdom of *Great Britain and Ireland*, or the Commissioners of His majesty's Treasury of the United Kingdom of *Great Britain and Ireland* for the Time being, for and on the Behalf of his Majesty, form Time to Time as advantageous Opportunities may arise or occur, any Estates , Manors, Lands, Tenements, or Hereditaments, (to become part of the Land Revenues of the crown, and to be placed within the Government and under the ordering and Survey of the Court of Exchequer,) which can be procured on fair and reasonable Terms, which may be situate adjoining of near to any of the Royal forests, of to any extensive Estates already forming Part of the Possessions of the Crown, arid which from their Situation of other Circumstances may be conveniently placed wholly or principally under the management of the Officers of Agents having already the Care, of such, forests or other Estates of the Crown, under the Superintendence and Controul of the; Commissioners for the Time being of His Majesty's Woods, Forests, and Land Revenues, and which in their Judgment shall be desirable, to be purchased for and on the Behalf of His Majesty, His Heirs and Successors; and that for raising the Funds necessary for effecting such Purchases, the said Commissioners of His Majesty's Woods, Forests, and Land Revenues should be authorized arid empowered from Time to Time, by and with the Consent and Approbation of the said Lord High Treasurer, of Commissioner's of the treasury for the time being, to make Sale, and dispose of any Part or Parts of the Possessions or Land Revenues of the Crown within the Ordering arid Survey of the Court of Exchequer, which shall in their Judgement be desirable to be fold, and which' shall be sufficient to raise the necessary Purchase Monies for effecting and completing, such Purchases ; and it is also expedient to make other Provisions for the Benefit and Improvement of the Land Revenue of the Crown :

Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual arid Temporal, and Commons, in this present Parliament assembled, and by the Authority of the, same,