

ANNO QUINTO

GEORGII IV. REGIS.

CAP. LXXVIII.

An Act to amend an Act of the Third Year of His present Majesty, for enabling His Majesty to lease Lands belonging to the Duchy of *Cornwall*, and to authorize the Sale and Purchase of the Prisage and Butlerage of Wines in the Ports of the County of *Cornwall*, and in *Plymouth*.

[17th *June* 1824.]

WHEREAS an Act passed in the Third Year of the Reign of His present Majesty, intituled *An Act to enable His Majesty to make Leases, Copies, and Grants of Offices, Lands, and Hereditaments, Parcel of the Duchy of* Cornwall, *or annexed to the same:* And whereas the Power of granting certain Leases under the said Act is by Mistake limited to Three Years or under, instead of Thirty-one Years: For the rectifying thereof be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the Leases or Grants made or to be made of any Manors, Messuages, Parks, Tenements, Lands, or Hereditaments, in Possession, may be made for Thirty-one Years or under instead

3 G. 4. c. 78.

Leases of Manors, &c. under recited Act may be made for 31

Years instead of Three Years.

instead of Three Years or under, as limited by the said recited Acts, any thing therein contained to the contrary notwithstanding.

43 G 3. c. 156.

II. And whereas an Act passed in the Forty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to enable the Commissioners of His Majesty's Treasury of* Great Britain *to contract for the Purchase of the Duties of Prisage and Butlerage of Wines:* And whereas it was in the recited Act enacted, that it should be lawful for the Commissioners of His Majesty's Treasury, then or for the Time being, or any Three or more of them, or the Lord High Treasurer for the Time being, on the Behalf of His Majesty, to treat, contract, and agree with the Council of His Royal Highness *George* Prince of *Wales* and Duke of *Cornwall*, on the Behalf of His said Royal Highness, and with the Lessee or Lessees of the said Duchy of *Cornwall*, for the absolute Purchase of all the Estate, Right, Title, and Interest of His said Royal Highness *George* Prince of *Wales* and Duke of *Cornwall*, and of such Lessee or Lessees, of and in the Prisage and Butlerage of all Wines brought into any Ports, Havens, Creeks, Rivers, and other Places within the County of *Cornwall*, and into the Port of *Plymouth* in the County of *Devon*, and of all the Rights, Privileges, Profits, and other Advantages whatsoever thereunto belonging, for such Annuity, to be charged upon and payable out of the Consolidated Fund, at such Times and in such Manner, and upon and subject to such Terms and Conditions for the Redemption thereof, or otherwise relating thereto, as the Council of His said Royal Highness *George* Prince of *Wales* and Duke of *Cornwall*, and the said Commissioners of His Majesty's Treasury now or for the Time being, or any Three or more of them, or the Lord High Treasurer for the Time being, shall agree upon: And whereas no Contract or Purchase was made under the Provisions of the said recited Act: And whereas other Rights and Interest in Butlerage and Prisage mentioned in the said Act have since been purchased, and it is expedient that the Prisage and Butlerage of Wines brought into any Ports, Havens, Creeks, Rivers, and other Places within the County of *Cornwall* or the Port of *Plymouth*, should also be purchased: Be it therefore enacted, That it shall be lawful for the Officers of the said Duchy of *Cornwall* for the Time being, who shall be duly authorized by Warrant under His Majesty's Sign Manual, countersigned by any Three or more of the said Commissioners of His Majesty's Treasury, under and according to the Provisions of the said recited Act of the Third Year aforesaid, to contract and agree with the said Commissioners of His Majesty's Treasury, or the Lord High Treasurer for the Time being, for the Sale and Surrender, and it shall be lawful for the said Commissioners of the Treasury for the Time being, or any Three or more of them, or for the Lord High Treasurer for the Time being, to contract and agree with the said Officers of the said Duchy of *Cornwall*, or any Lessee or Lessees, for the Purchase of all the Estate, Right, Title, and Interest, of, in, and to the Prisage and Butlerage of Wines brought into any Ports, Havens, Creeks, Rivers, and other Places within the County of *Cornwall*, and into the Port of *Plymouth* in the County of *Devon*, and of all Rights, Privileges, Profits, and Advantages whatsoever thereunto belonging, for such

Officers of the Duchy of Cornwall duly authorized may contract with the Treasury for the Sale, and the Treasury may purchase the Right to the Prisage and Butlerage of Wines in the Ports of Cornwall, and in Plymouth.

Annuity or Annuities, or for such Sum or Sums of Money, to be charged upon and payable out of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*, at such Time or Times, and in such Manner as shall be agreed upon by and between the said Officers of the Duchy, or any Lessee or Lessees, and the said Commissioners of His Majesty's Treasury for the Time being, or any Three or more of them, or the Lord High Treasurer for the Time being.

Treasury by Warrant to direct the Auditor of the Exchequer to pass Debentures for Payment of the Purchase Money by Annuity or otherwise.

III. And be it further enacted, That the said Commissioners of the Treasury or any Three or more of them, or the Lord High Treasurer for the Time being, shall, by Warrant under their or his Hands or Hand, direct the Auditor of the Receipt of the Exchequer for the Time being, to make forth and pass Debentures from Time to Time, for paying any such Annuity or Annuities as shall be agreed upon, and as the same shall from Time to Time become due and payable, or for the Payment of any Sum or Sums of Money as shall have been so agreed upon, without any Fees or Charges to be demanded or taken for paying the same or any Part thereof; which said Warrant, and the Debentures to be made forth and passed thereupon, shall be a sufficient Authority to the several and respective Officers of the Receipt of the Exchequer for the Time being, for the Payment of any such Annuity or Annuities, or Sum or Sums of Money, to the Receiver General for the Time being of the Duchy of *Cornwall*, or any Lessee or Lessees who shall for the Time being be entitled thereto, without any further or other Warrant to be sued for, had, or obtained in that Behalf.

Warrant of Treasury not to be revocable.

IV. And be it further enacted, That after signing such Warrant, the same shall be good, valid, and effectual in Law, according to the Purport and true Meaning thereof and of this Act; and shall not be determinable or revocable upon the Demise of His Majesty (whom God long preserve) or any of His Heirs or Successors, or upon the Death or Removal of any of the said Commissioners of the Treasury, or the Lord High Treasurer, or by or upon the Determination of the Power, Office, or Offices of them, or any of them.

No Fee to be charged.

V. And be it further enacted, That the said Commissioners of the Treasury now or for the Time being, or any Three or more of them; and the Lord High Treasurer of the Treasury for the Time being, Chancellor and Under Treasurer, Chamberlain, and Barons of the Exchequer, and all other Officers and Ministers of the Court of Exchequer, and of the Receipt thereof, now and for the Time being, shall and they are hereby authorized and strictly enjoined and required to do, without Fee or Reward, all such Acts, Matters, and Things as are herein-before directed and required, or shall be necessary to be done and performed by them or any or either of them, in order to render this Act, and all Payments to be made in pursuance of any Agreement made under this Act, effectual.

Acquittance of Receiver General of the Duchy of

VI. And be it further enacted, That the Acquittance or Acquittances or Receipt or Receipts of the Receiver General of the said Duchy

Cornwall a sufficient Discharge for Payments.

Duchy of *Cornwall* for the Time being, or of any Lessee or Lessees who may be entitled to any Annuity or Payment under any Agreement made under the Authority of this Act, shall be a good and sufficient Discharge for any such Payment or Payments, without any further or other Warrant to be sued for or obtained in that Behalf.

Purchase Money of the Right of Prisage and Butlerage to be paid to His Majesty, &c.;

VII. And be it further enacted, That out of any Sum or Sums of Money which shall, under any Contract made under the Provisions of this Act, be charged upon and made payable out of the Consolidated Fund, so much and such Part thereof as may be the Value of such Estate, Right, Title, or Interest, as might be granted or might have been granted of such Prisage and Butlerage under the Provisions of the said recited Act of the Third Year of the Reign of His present Majesty, shall be paid to His Majesty if such Contract shall be completed during the Period of the Duchy of *Cornwall* being vested in His Majesty, or to the Person in whom the said Duchy shall be vested at the Time of the Completion of any such Contract; and

and the Remainder of the Money arising by this Act to be laid out in the Purchase of Three per per Cent. Annuities.

the Remainder of such Sum or Sums of Money shall be laid out, by Order of the regular Officers of the said Duchy for the Time being, or any Three or more of them, in the Purchase of Three Pounds *per Centum* Bank Annuities, in the Name of the Duke of *Cornwall*, in which Name the Governor and Company of the Bank of *England* are hereby authorized and required to permit Transfers to be made out of the Annuities, Funds, or Stocks so to be purchased; and such Transfers to be accepted by the Receiver General of the Duchy of *Cornwall*, or his Deputy, for and in the Name of the Duke of *Cornwall*, and the said Receiver General, or his Deputy, is hereby required to accept the same accordingly; and that all and singular the Annuities so to be purchased and accepted shall remain invested in the Name of the Duke of *Cornwall*, and shall not be transferred or transferrable to any Person or Persons whomsoever; and that all the Dividends which shall from Time to Time be paid by the said Governor and Company into the Hands of the said Receiver General of the Duchy of *Cornwall* for the Time being, or his Deputy, and shall by force and virtue of this Act be deemed and taken by Law to be Part of the Revenues of the said Duchy of *Cornwall*, and shall be from Time to Time answered, accounted for, applied, and appropriated to such and the same Uses and Purposes as the other Revenues of the Duchy of *Cornwall*.

In Cases where Certificates of Purchase of Lands have been lost, Surveyor General to grant fresh Certificates, and to order Receipts for the Purchase Money to be

VIII. And whereas under the Powers of the Acts passed for the Redemption of the Land Tax, divers Manors, Messuages, Lands, Tenements, Rents, Hereditaments, or other Revenues of the Duchy of *Cornwall*, have been sold, by Certificate under the Hand of the Surveyor General of the said Duchy, and the Purchase Monies have been duly paid into the Bank of *England*; and the Certificate of such Purchases have been brought to the Office of the Duchy of *Cornwall* to be enrolled: And whereas there is reason to apprehend that the Auditor of the said Duchy, or his Deputy, may not have enrolled the said Certificate, or, having enrolled the same, may have neglected to enrol the Receipt of the said Cashier of the Bank of *England*

England to the same, or to specify the Name of such Cashier: And whereas some Certificates granted by the said Surveyor General may have been lost or destroyed by Accident: And whereas in some Instances the Manors, Messuages, Lands, Tenements, Rents, Hereditaments, or other Revenues sold under the said Acts as aforesaid, or some Estate or Interest therein, may, by Descent, Conveyance, Sale, Settlement, Devise, or otherwise, have come into the Possession of, or become charged for the Benefit of Persons claiming by, from, through, or under the original Purchasers: And whereas by the said Acts, or some of them, it is enacted, that if any Person or Persons with whom the Surveyor General of the Duchy of *Cornwall* shall contract for the Sale of any of the Manors, Messuages, Lands, Tenements, Rents, Hereditaments, or other Revenues of or belonging to the said Duchy, should neglect to enrol such Certificate, and the Cashier's Receipts for the Purchase Money, according to the Directions of the said Acts, for the Space of Forty Days, to be computed from the Day on which such Contract shall have been made, the said Contract shall be void: And whereas it is expedient that such Errors and Defects be amended, and that the Title of the several Purchasers be confirmed; be it therefore further enacted, That when the Purchase Money for any Manor or Manors, Messuages, Lands, Tenements, Rents, Hereditaments, or other Revenues belonging to the said Duchy, sold under the said Acts, or any of them, shall have been duly paid into the Bank of *England*; and it shall be shewn to the Satisfaction of the Surveyor General of the said Duchy for the Time being, that the Certificate of the Surveyor General hath been so lost or destroyed, it shall be lawful for the Surveyor General of the said Duchy to grant a fresh Certificate, of the same Tenor as the Certificate so lost or destroyed, and according to the Form and Date prescribed by the said Acts, and to order a Receipt for the Purchase Monies to be indorsed thereon, and signed with the Name of the Cashier (whether living or dead) who received the original Purchase Money, and to order such fresh Certificate and Receipt to be enrolled in the Office of the said Duchy; and in every other Case where, by any Neglect or Omission, any Error or Mistake hath been made, either at the Bank of *England* or in the Office of the said Duchy, touching any Certificate heretofore granted as aforesaid, or any Receipt for the Consideration Money, or any Enrolment thereof, or otherwise, it shall be lawful for the Surveyor General aforesaid, and he is hereby required to cause the Error or Mistake to be rectified; and every Contract in respect of which any fresh Certificate shall be granted pursuant to this Act, or in respect of which any such Error or Mistake as aforesaid shall be rectified, shall from and after the granting such new Certificate, or the Amendment of such Error or Mistake as aforesaid, be valid and effectual in the Law; and all such Manors, Messuages, Lands, Tenements, Rents, and Hereditaments, thereby to be certified and conveyed, shall from the Date of such new Certificate, or the due Enrolment of any former Certificate, in pursuance of the Directions of this Act, be vested in such Person or Persons, and for such Estates and Interests, as he or they would have held the same had no such Error or Mistake been made; and all

indorsed thereon, and signed with the Name of the Cashier who received it.

Mistakes at the Bank or the Duchy Office to be rectified by the Surveyor General.

all Conveyances, Assurances, Charges, and Devises made subsequent to such Contract, and depending in point of Title on the due Enrolment of such Certificate and Receipt as aforesaid, shall be of the same Effect as if such Certificate and Receipt had been originally duly enrolled pursuant to the said Acts.

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