said Mutiny Act passed in the present Session of Parliament may become and be in full Force in *India*, and from and after such Day as aforesaid the Articles of War made by Her Majesty in pursuance of the said repealed Act shall cease and determine; provided nevertheless, that full Effect shall be given to the Provisions herein-before contained respecting the Punishment of Offences against the said repealed Act and otherwise as herein-before is mentioned, and that, so far as may be necessary to give full Effect to such Provisions, the said repealed Act, and the Articles of War made in pursuance of the same, shall be deemed to be in full Force.

Not to affect certain Matters, &c. as to Native Indian Officers and Soldiers.

5. Nothing in this Act contained shall in any Manner prejudice or affect any Articles of War or other Matters made, enacted, or in force, or which may hereafter be made, enacted, or in force, under the Authority of the Government of *India*, respecting Officers or Soldiers or Followers in Her Majesty's *Indian* Army, being Natives of *India*.

CAP. XLIX.

An Act giving Power to sell and dispose of Lands, Parcel of the Possessions of the Duchy of *Cornwall*, and to purchase other Lands to be annexed thereto, and to regulate future Grants of Leases of the Possessions of the said Duchy; and for other Purposes. [13th *July* 1863.]

'WHEREAS by the original Constitution of the Duchy of *Cornwall* the Possessions thereof were so settled and limited that they should at no Time be in anywise separated or alienated therefrom: And whereas an Act was passed in the Second Session of Parliament held in the Fifth Year of the Reign of Her present Majesty, Chapter Two, by which the Power to make Leases and Grants of the Possessions of the said Duchy, upon the Terms and Conditions in that Act specified, was given or confirmed to His Royal Highness *Albert Edward* Prince of *Wales* and Duke of *Cornwall*: And whereas by an Act passed in the Session of Parliament held in the Seventh and Eighth Years of the Reign of Her present Majesty, Chapter Sixty-five, certain Powers of selling and exchanging Lands and enfranchising Copyholds, Parcel of the Possessions of the Duchy of *Cornwall*, and for purchasing other Lands, were conferred on the Council of His Royal Highness during His Minority: And whereas it is expedient with a view to the Consolidation and more advantageous Management of the Possessions of the Duchy of *Cornwall* that the Possessor for the Time being of the said Duchy should, subject to the Restrictions herein-after mentioned, have Power to make sale and dispose of the Possessions of the said Duchy, and to grant Leases thereof, and that certain Regulations regarding Leases of the Possessions of the said Duchy should be established by Law in the Manner herein-after appearing:' Be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

5 & 6 Vict. c. 2.

7 & 8 Vict. c. 65.

5 & 6 Vict. c. 2. and Sect. 4 of 11 & 12 Vict. c. 83. repealed.

1. The said Act of the Fifth Year of the Reign of Her present Majesty, Chapter Two, and the Fourth Section of an Act passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, Chapter Eighty-three, shall be and the same are hereby repealed.

Establishing a Seal to be called "The Seal of the Duchy of Cornwall."

2. There shall be a Seal, to be called "The Seal of the Duchy of *Cornwall*," which shall be held from Time to Time by the Personage for the Time being entitled to the Possessions of the Duchy of *Cornwall*, or by some Person lawfully appointed to be the Keeper thereof.

Power of Sale and Enfranchisement.

3. It shall be lawful for the Duke of *Cornwall*, and he is hereby authorized and empowered, at any Time or Times hereafter, within a Period of Thirty-one Years from the passing of this Act, to dispose of, either by way of absolute Sale, or for a limited Period, or by way of Enfranchisement of any Copyhold or Customary Tenements, to any Person any Part of the

Possessions of the Duchy of *Cornwall*, and any Sale, Disposal, or Enfranchisement may be made subject to any Reservations, Exceptions, and Restrictions, and in consideration of either a gross Sum of Money or an annual Sum, or partly of a gross Sum of Money and partly of an annual Sum, and where such Consideration shall consist either wholly or in part of an annual Sum of Money the same shall, in the Case of an absolute Alienation in Fee, be perpetual, and in case of an Alienation for a limited Period only, be payable during the Continuance of the Estate or Interest to be parted with, such annual Sum to be issuing and payable out of and charged and chargeable upon the Possessions which shall be the Subject of such Sale, Disposal, or Enfranchisement; and in determining the Amount of such Consideration the Circumstances attending any disputed Right or Claim, and the Outlay (if any) which may have been previously made in reclaiming, building upon, inclosing, or otherwise improving the Premises intended to be sold, disposed of, or enfranchised, may be taken into account, and an Abatement or Allowance made in respect thereof, as to the Duke of *Cornwall* shall seem fair and reasonable; and the aforesaid Power of Enfranchisement shall include the Enfranchisement of Copyhold Tenements held for a Life or Lives, and authorize the Conveyance of the Fee Simple of the Freehold thereof.

Mode of carrying Sales into effect.

4. On every such Sale, Disposal, or Enfranchisement, where the Consideration for the same shall be wholly or in part a Sum of Money in gross, the Amount thereof shall be paid into the Bank of *England*, and the Cashiers of the Bank of *England*, or One of them, shall, upon the Production of any Note signed by the Keeper of the Records of the Duchy of *Cornwall* or his Deputy, specifying the Sum to be so paid, and that it is to be so paid to the Account of the said Duchy, accept and receive the same, and carry the same to the Account aforesaid (which Account the Governor and Company of the Bank of *England* are hereby required to open), and give a Receipt for the same without Fee or Reward; and where the Consideration for such Sale, Disposal, or Enfranchisement shall be wholly or in part an annual Sum of Money, such annual Sum shall be considered and dealt with as forming Part of the Revenues of the Duchy of *Cornwall;* and such annual Sum may be made subject to Repurchase or Redemption at such Times and for such gross Sum of Money as to the Duke of *Cornwall* shall seem reasonable and expedient; and in the event of such Repurchase or Redemption the Money to be paid for the same shall be paid into the Bank of *England*, and dealt with in the same Manner as if the same had arisen from a Sale for a gross Sum of Money in the first instance.

Form of Assurance.

5. The Grant or other Assurance for carrying such Sale, Disposal, or Enfranchisement into effect shall be by Deed under the Seal of the Duchy of *Cornwall*, and where the Consideration for the same shall be wholly or in part a gross Sum of Money, a Memorandum shall be endorsed on such Deed, and signed by the Auditor for the Time being of the Duchy of *Cornwall* acknowledging that the Amount of such gross Sum of Money has been duly paid into the Bank of *England* in the Manner herein-before directed, and specifying the Date of Payment; and every such Deed, after the same shall have been enrolled in the Manner herein-after provided, shall be valid and effectual against the Duke of *Cornwall*, and sufficient to vest in the Person therein named as the Grantee the Possessions expressed to be thereby granted, disposed of, or enfranchised, either absolutely and in Fee Simple, or for such less Estate or Interest as shall be therein expressed to be parted with, subject only to such Reservations, Exceptions, Restrictions, and Conditions as shall be therein contained, to such Uses, and upon and for such Trusts (if any) as shall in and by such Grant or Assurance, or by reference therein to any other Instrument, be expressed or declared of or concerning the same, and shall be an effectual Discharge for the Purchase or Consideration Money in such Deed expressed to have been paid; and such Deed and the Memorandum of Acknowledgment (if any) to be endorsed thereon as aforesaid may be according to the Form applicable to the Case set forth in the Schedule annexed to this Act, or any other Form which may be deemed more convenient.

Remedy for Recovery of annual Sums.

6. Where the Consideration for any such Sale, Disposal, or Enfranchisement shall consist either wholly or in part of an annual Sum of Money, either perpetual or to continue for a limited Period only, the Duke of *Cornwall* shall and may have and exercise all such Powers and Remedies for the recovering and obtaining Payment of every such annual Sum as such Duke of *Cornwall* might have and exercise if such annual Sum were a Rent Service reserved

reserved on a Demise or Lease made by the Duke of *Cornwall* of the Possessions out of or in respect of which such annual Sum shall be reserved or made payable; and the Duke of *Cornwall*, on the Repurchase or Redemption of any such annual Sum or any Part thereof, may, by Deed under the Seal of the Duchy of *Cornwall*, release the whole, or, in the Case of a partial Repurchase or Redemption, a proportionate or other Part of the Land or Hereditaments chargeable therewith, from all future Payments of such annual Sum, or Part thereof, as the Case may be, and from all Claims and Demands in respect thereof.

Power to release a Portion of the Lands chargeable.

7. It shall be lawful for the Duke of *Cornwall* at any Time or Times hereafter to purchase any Manors, Lordships, Advowsons, Messuages, Lands, Mines, Minerals, Tenements, or Hereditaments in *England* in Fee Simple, or any Copyhold Lands or Tenements of Inheritance the Freehold of which shall be Parcel of the Possessions of the Duchy of *Cornwall*, or any Rents, Pensions, Annuities, Rights of Common or Mining, or other Charges or Rights, and all such Manors, Lordships, Advowsons, Messuages, Lands, Mines, Minerals, Tenements, and Hereditaments, Rents, Pensions, Annuities, Rights of Common and Mining, and other Charges and Rights so to be purchased, shall be conveyed, released, or surrendered to the Duke of *Cornwall*, and the Conveyance or other Assurance thereof may be either according to the Form for that Purpose set forth in the Schedule hereto annexed, or in any other Form which shall be more convenient; and all Manors, Lordships, Advowsons, Messuages, Lands, Mines, Minerals, Tenements, and Hereditaments which shall be so purchased, and shall not be extinguished by the Conveyance, Release, or Surrender thereof, shall, on the Completion of the respective Purchases thereof, become to all Intents and Purposes Part and Parcel of the Possessions of the Duchy of *Cornwall*, and be subject to the same Limitations, Provisions, Powers, and Authorities in every respect, including the Powers and Provisions in this Act contained, as the other Possessions of the said Duchy.

Power to purchase Lands.

8. All gross Sums of Money to arise and be received under the Authority of this Act for or in respect of any Sale, Disposal, or Enfranchisement of any of the Possessions of the said Duchy shall be applied in the Payment of the Expenses on the Part of the Duke of *Cornwall* of or relating to such Sale, Disposal, or Enfranchisement, and in Payment of the Purchase Monies of any Manors, Lordships, Advowsons, Messuages, Lands, Mines, Minerals, Tenements, Hereditaments, Rents, Pensions, Annuities, Rights of Common or Mining, or other Charges or Rights to be purchased under the Authority of this Act, and in Payment of the Expenses in or relating to such Purchases, or in the Redemption of Land Tax chargeable upon or affecting any of the Possessions for the Time being of the Duchy of *Cornwall*, and the Expenses attending the same; and all Contracts for such Redemption may be entered into by the Lord Warden for the Time being of the Stannaries in *Cornwall* and *Devon*, or such other Person as the Duke of *Cornwall* shall or may, by Sign Manual Warrant or otherwise, nominate or depute for that Purpose; and any Part of such gross Sums of Money may be from Time to Time advanced and applied for the Purpose of permanently improving the Possessions for the Time being of the Duchy of *Cornwall*, by Inclosure or by erecting Buildings or executing Drainage or other Works thereon: Provided always, that all Sums so to be advanced for Improvements shall be a Charge upon and be repaid from the Revenues of the said Duchy to the Account of the Duchy of *Cornwall* at the Bank of *England* by annual Instalments of not less than One Thirtieth Part thereof in every Year, and it shall be the Duty of the Receiver General of the Duchy of *Cornwall* and he is hereby required to see that such annual Instalments are paid accordingly; and such annual Instalments shall be applicable in like Manner as if the same had been Sums of Money arising by Sales of Parts of the Possessions of the Duchy for gross Sums under the Powers of Sale herein-before contained: Provided always, that the Amount advanced for Improvements as aforesaid, and not repaid, shall not at any One Time exceed the Sum of Thirty thousand Pounds.

Application of the Monies to arise from Sales, &c.

9. It shall be lawful for the Duke of *Cornwall* from Time to Time, on the Extinguishment, by Surrender or otherwise, of any Leasehold, Copyhold, Customary, or other outstanding Interest in any of the Possessions of the Duchy of *Cornwall*, to give and grant to the Lessee or other Person entitled to the Estate or Interest so to be extinguished, his Executors, Administrators, and Assigns, an Annuity or yearly Sum of Money, to be payable

Power to grant Annuities in lieu of Estates surrendered.

payable during the Period for which the Estate or Interest, if not so extinguished, would have continued, or for such other Period as to the Duke of *Cornwall* shall appear expedient, and to be issuing out of and chargeable upon the Possessions in which such Estate or Interest shall have existed, and the Deed for carrying such Arrangement into effect shall be under the Seal of the Duchy of *Cornwall*, and may be in the Form for that Purpose contained in the Schedule annexed to this Act, or in any other Form which shall be more convenient; and the Grantee of such Annuity or yearly Sum, his Executors, Administrators, and Assigns, shall have and may exercise the same Remedies for recovering and enforcing Payment thereof by Distress and Entry upon the Hereditaments to be charged therewith as if it had been a Rent Service reserved upon a common Demise of the same Hereditaments; but no Right of Action or Suit against the Duke of *Cornwall* shall accrue to any Person in consequence of the Nonpayment of any such Annuity or yearly Sum.

Provision as to Settlement of disputed Rights.

10. It shall be lawful for the Duke of *Cornwall* to make or sanction such Arrangement as may from Time to Time be considered expedient for the Settlement of any Question which may arise touching or concerning the Boundary or Extent of any of the Possessions of the Duchy of *Cornwall*, or the Title to any Property, or to any Right of Common, Right of Way, Water Right, or other Right whatsoever being or reputed or claimed to be Parcel of or appurtenant to the Possessions of the Duchy of *Cornwall*, or to any Right exercised or claimed to be exercised in, over, or upon any Part of the Possessions or reputed Possessions of the said Duchy, or touching or concerning any other Matter having relation to or affecting the same Possessions or any of them, and for that Purpose, by Deed under the Seal of the Duchy of *Cornwall*, in such Form as may be deemed expedient, to give up or relinquish or to admit the Title to any such Property or Right, and in case of any such Relinquishment or Admission to accept any Land, Tenements, or Hereditaments, or any Sum of Money in lieu of or by way of Consideration for the Property or Right the Title to which shall be so relinquished or admitted, and to authorize the Payment from Time to Time to any Person of any Rents or other Profits to be derived from, or any Purchase Monies to be received on account of the Sale of, any such Property or Right or any Portion thereof respectively, and any Person claiming to be entitled in possession, either for Life or for any greater Estate, and either at Law or in Equity, to the Rents and Profits or the Interest or Income or the Use and Enjoyment of any such Property or Right, may enter into any Agreement for any of the Purposes aforesaid; and when any Deed, Agreement, or Writing effecting or purporting to effect any such Arrangement as aforesaid shall have been enrolled as hereinafter mentioned, the same shall be binding and conclusive on the Duke of *Cornwall* and every Party in anywise interested or claiming to be interested in the Subject Matter thereof, and any Land, Tenements, Hereditaments, or Money so to be accepted by the Duke of *Cornwall* shall be considered and treated as Property purchased by the Duke of *Cornwall*, or, as the Case may be, as Money arising from a Sale for a gross Sum of the Possessions of the Duchy of *Cornwall* under the Powers of this Act.

Sales, &c. to be made under Warrant from the Treasury.

11. No Sale, Disposal, or Enfranchisement under the Powers herein-before contained, nor any Charge, or Arrangement by way of Compromise, of, upon, or concerning any of the Possessions of the Duchy of *Cornwall*, nor any Repurchase or Redemption of an annual Sum reserved or made payable on any Sale, Disposal, or Enfranchisement under the Powers of this Act, nor any Purchase under the Powers of this Act, except where the Consideration payable upon such Purchase shall not exceed the Sum of Five hundred Pounds, shall be made, and no Capital Monies shall be applied for the Purpose of Improvements under the Power herein-before in that Behalf contained, without the previous Sanction and Approval of the Lord High Treasurer, or of the Commissioners of the Treasury for the Time being, or some Two or more of them, to be signified by some Warrant under his or their Hand or Hands; and such Sanction and Approval may be given either for any particular Class of Cases, or for any particular Sale, Disposal, Enfranchisement, Charge, Arrangement by way of Compromise, Purchase, or Outlay for the Purpose of Improvements, and either with or without any Condition or Restriction, as to the said Lord High Treasurer, or the Commissioners of the Treasury, or any Two of them, shall seem meet.

12. All

Payments to be made by Drafts on the Bank of England.

12. All Payments out of the Monies which shall have been paid into the Bank of *England* to the Account of the Duchy of *Cornwall* under the Authority of this Act, shall be made by Draft under the Hands of some Three Persons, or Three out of a larger Number of Persons (being Councillors in or about the Affairs of the said Duchy, or regular Officers of the said Duchy, who by virtue of their several Appointments and Offices are concerned in the general Superintendence and Management of the Revenues and Affairs of the said Duchy,) whom the Duke of *Cornwall* shall, by Sign Manual Warrant, authorize in that Behalf, and Drafts so drawn shall be sufficient Authority to the Governor and Company of the Bank of *England* to pay the Amount thereof to the Person or to the Order of the Person mentioned in such Drafts, or the Bearer of them.

Sums arising from Sales and not immediately wanted to be invested in the Three per Cents.

13. It shall be lawful for the Duke of *Cornwall* to cause any Monies to arise or be received from or in respect of any Sale, Disposal, or Enfranchisement of any of the Possessions of the said Duchy, and which may not be immediately wanted for any of the Purposes to which the same are hereby made applicable, to be laid out in the meantime in the Purchase of Three Pounds *per Centum* Bank Annuities, in the Name or to the Account of the Duchy of *Cornwall*, in which Name or to which Account the Governor and Company of the Bank of *England* are hereby authorized and required to permit Transfers to be made of the Annuities to be so purchased, and such Transfers may be accepted by some Officer of the said Duchy, or by some other Person authorized in that Behalf by the Duke of *Cornwall*.

Application of Dividends.

14. The Dividends on the Stocks and Annuities to be purchased as last aforesaid shall from Time to Time, as the said Dividends shall become due, be paid by the Governor and Company of the Bank of *England* to the Receiver General of the said Duchy, or his Deputy or lawfully authorized Attorney, and shall be deemed and taken to be Part of the Revenues of the said Duchy, and shall be from Time to Time accounted for, applied, and appropriated to such and the same Uses and Purposes as the other Revenues of the said Duchy.

Stocks purchased may be sold when Funds are required.

15. When and so often as it shall be necessary or expedient to raise any Sum of Money for any Purpose to which Monies to be received under the Authority of this Act from any Sale, Disposal, or Enfranchisement of the Possessions of the said Duchy are hereby made applicable, it shall be lawful for the Duke of *Cornwall* from Time to Time to direct the Sale of all or any Part of the said Bank Annuities so to be purchased in the Name or to the Account of the Duchy of *Cornwall* as aforesaid, and the Monies produced by the Sale of such Bank Annuities shall be paid into the Bank of *England*, and be placed to the Credit of the Duchy of *Cornwall*, and shall be applied and disposed of in the same Manner and for the same Purposes as and considered in all respects as Part of the Monies to be received under the Authority of this Act for or in respect of any Sale for a gross Sum of Money of any of the Possessions of the said Duchy.

Transfer of Stock may be made under Power of Attorney.

16. All Sums of Stock which shall be sold under the Provisions herein-before contained may be transferred by any Person to be appointed for that Purpose by any Letter of Attorney under the Hands and Seals of some Three of the Persons authorized to sign Drafts as aforesaid, and the Governor and Company of the Bank of *England* shall and they are hereby authorized and required to permit all such Transfers to be so made, and shall be and they are hereby exonerated and precluded from seeing or inquiring whether the Bank Annuities sold were duly and properly sold for the Purposes and in pursuance of this Act, or otherwise as to the Propriety or Regularity of the Sale or Transfer thereof.

Monies and Stock standing in the Name of the Duke of Cornwall at the Bank of England to be treated as arising under this Act.

17. All Monies which at the Time of the passing of this Act shall be standing to the Credit of the Account of the Duke of *Cornwall* at the Bank of *England*, or which shall be payable to the Credit of that Account, or may be received upon any Sale of any Part of the Possessions of the said Duchy under the Provisions of any other Act of Parliament, shall be considered as forming Part of the Monies arising from a Sale of the Possessions of the Duchy of *Cornwall* under the Provisions of this Act, and be carried over or placed to the Account of the Duchy of *Cornwall* at the Bank of *England*, and shall be dealt with accordingly; and all Bank Annuities which at the Time of the passing of this Act shall be standing in the Name of the Duke of *Cornwall* in the Books of the Governor and Company of

of the Bank of *England* shall be considered as having been purchased with Monies arising from a Sale of the Possessions of the Duchy of *Cornwall* under the Provisions of this Act, and be transferred to the Account of the Duchy of *Cornwall*, and be dealt with accordingly; and all Orders and Letters of Attorney which may be required by the Governor and Company of the Bank of *England* for effecting any such carrying over or Transfer may be under the Hands or under the Hands and Seals of some Three of the Persons authorized to sign Drafts as aforesaid.

Power to refer Disputes to Arbitration.

18. In case of any Difference between the Duke of *Cornwall* and any Person whomsoever as to the Terms of any Arrangement for the Settlement of any Question which may arise touching or concerning the Boundary or Extent of any of the Possessions of the Duchy of *Cornwall*, or the Title to any Property, or to any Right of Common, Right of Way, Water Right, or other Right whatsoever, being or reputed or claimed to be Parcel of or appurtenant to the Possessions of the Duchy of *Cornwall*, or the Title to any Right exercised or claimed to be exercised in, over, or upon any Part of the Possessions or reputed Possessions of the said Duchy, or touching or concerning any other Matter having relation to or affecting the same Possessions, or any of them, then and in every such Case, and so often as the same shall happen, it shall be lawful for the Duke of *Cornwall*, with such Sanction and Approval of the Lord High Treasurer or of the Commissioners of the Treasury as is hereinbefore mentioned, to authorize the same to be referred to the Arbitration or Arbitration and Umpirage of such One or more Person or Persons, and upon such Terms and in such Manner in all respects as the Duke of *Cornwall* shall think fit, and for that Purpose to authorize such Agreement for Reference to be entered into on behalf of the Duke of *Cornwall* as may be deemed advisable; and the Award to be made in pursuance of any such Reference, when enrolled as herein-after mentioned, shall be binding and conclusive on the Duke of *Cornwall* and every other Party to the Reference, and the Heirs, Executors, Administrators, and Assigns of such other Party.

Purchasers, &c. not to be bound to see that Provisions of the Act have been complied with;

19. No Person claiming under any Deed, Instrument, or Assurance which shall be made or purport to be made under the Powers herein-before contained shall be bound to inquire whether the Provisions of this Act have been duly complied with or not, or whether the Transaction to which such Deed, Instrument, or Assurance shall relate has been in fact authorized by this Act or not, or whether it has or has not been within the Provisions and the true Intent and Meaning of this Act, but every such Deed, Instrument, or Assurance shall, when enrolled in the Manner herein-after provided, be good, valid, and effectual as against the Duke of *Cornwall* for the Purposes for which the same shall have been executed.

nor to see to the Application of the Purchase Money.

20. No Person paying any Sum of Money under the Authority or supposed Authority of this Act, or in pursuance of or purporting to be in pursuance of any Provision herein contained, shall be bound to see to the Application or be answerable for the Misapplication or Nonapplication of the Money so paid.

Power to grant Leases for 31 Years, without Fine.

21. It shall be lawful for the Duke of *Cornwall*, by Deed under the Seal of the Duchy of *Cornwall*, to demise or grant any Manors, Messuages, Parks, Lands, Tenements, or Hereditaments for the Time being, Parcel of the Possessions of the Duchy of *Cornwall*, (including Mines and Quarries, whether opened or not, with Power to the Grantee to work, get, carry away, and dispose of the Minerals found therein, and to do all Acts necessary or expedient for working, getting, carrying away, and disposing of the same Minerals, or any of them,) for any Term or Number of Years not exceeding Thirty-one Years in possession, but not in reversion, so that upon every such Demise, where the Subject Matter thereof shall consist of Land or Property other than Mines or Minerals, there shall be reserved the full and fair annual Rent of the Property to be comprised therein, to be incident to the immediate Reversion of or in the Premises to be thereby demised without taking any Fine or Consideration in the Nature of a Fine for the granting thereof; and where the Subject Matter of such Demise or Grant shall be Mines or Minerals, that then upon every such Demise or Grant there shall be reserved a reasonable Amount of Rent, Royalty, Dues, Toll, or Dish, without taking any Fine or Consideration in the Nature of a Fine for the granting thereof.

22. It

Power to grant Leases for 99 Years for Purposes of Improvement, without Fine.

22. It shall be lawful for the Duke of *Cornwall*, by Deed under the Seal of the Duchy of *Cornwall*, to demise any Lands, Tenements, or Hereditaments for the Time being, Parcel of the Possessions of the said Duchy, for any Term of Years not exceeding the Term of Ninety-nine Years in possession, but not in reversion, with a view to the Improvement thereof by the Erection of new Buildings or the Repair of existing Buildings thereon, or in the Case of open or unimproved or waste Lands, by the Inclosure or Cultivation thereof, or otherwise, so as that upon every such Demise there shall be reserved a fair annual Rent to be incident to the immediate Reversion of the Premises to be thereby demised, without taking any Fine or Consideration in the Nature of a Fine for the granting thereof, and so that in every such Demise there shall be contained a Covenant on the Part of the Lessee for the Execution or Performance of the particular Improvements in consideration of which such Demise shall be granted.

Fines may be taken in special Cases with the Consent of the Treasury.

23. Provided always, That the Restrictions herein-before contained against taking any Fine or Consideration in the Nature of a Fine on the granting of Leases of the Possessions of the said Duchy shall not apply to or affect any Disposal for a limited Period, in consideration wholly or in part of a gross Sum of Money, of any Part or Parts of the Possessions of the said Duchy which may be made in any special Case under the Powers herein-before contained, with such Sanction and Approval of the Lord High Treasurer or of the Commissioners of the Treasury as herein-before is mentioned, and under which the gross Sum received as the whole or in part of such Consideration will be treated as Capital Money.

Covenants in Leases to be as effectual as if the Duke of Cornwall had an absolute Estate.

24. All Covenants, Conditions, and Agreements contained in any Lease or Grant made in pursuance of the Powers given by this Act shall be as good and effectual in Law, according to the Words and Contents of the same, as if the Duke of *Cornwall* at the Time of making any such Lease or Grant were seised of an absolute Estate in Fee Simple in the Hereditaments to be thereby granted.

Leases not to be otherwise than for fixed Terms of Years except in certain Cases.

25. It shall not be lawful for the Duke of *Cornwall* at any Time hereafter to make any Grant of any Part of the Possessions of the Duchy of *Cornwall* for the Lives or Life of any Person or Persons, or for any Term of Years determinable with any Lives or Life other than the Lives or Life of some Person or Persons for whose Lives or Life some adjacent Lands, Parcel of the Possessions of the said Duchy, shall be held at the Time of the passing of this Act, and then not for any longer Term than Thirty-one Years, determinable with such last-mentioned Lives or Life.

New Leases may be granted on the Surrender of existing Interests.

26. Leases of any Part of the Possessions of the Duchy of *Cornwall* may be granted in consideration of the Surrender of any outstanding Estate held for Life, or for any Term of Years, either absolute or determinable with any Lives or Life, and in determining the Amount of Rent to be reserved in such new Lease the Value of the Interest to be surrendered may be taken into account, and the Acceptance of such Surrender shall not be considered as taking a Fine.

The Duke of Cornwall may accept a Surrender of any Lease and grant separate Leases.

27. It shall be lawful for the Duke of *Cornwall* to accept a Surrender of any Lease of any of the Possessions of the said Duchy, and by Deed under the Seal of the Duchy of *Cornwall* to grant separate Leases of the whole or any Part of the Hereditaments comprised in such surrendered Lease for the Residue of the Term for which such Hereditaments were held under such Lease, and to apportion the Rent thereby reserved.

Concurrence of Under-lessees not required on a Surrender for obtaining a new Grant.

28. Whenever a Surrender shall be made of any existing Lease of any of the Possessions of the said Duchy for the Purpose of taking a new Lease or Leases, the new Lease or Leases shall be taken to be a Renewal of the surrendered Lease within the Scope and Meaning of the Sixth Section of an Act passed in the Fourth Year of King *George* the Second, intituled *An Act for the more effectual preventing Frauds committed by Tenants, and for the more easy Recovery of Rents and Renewals of Leases*, so far as to render unnecessary the Surrender of any Under-lease previously to the granting of such new Lease or Leases, and to give full Effect to every such new Lease in all respects, notwithstanding any Under-lease may not be surrendered.

Severance of Reversion not to prejudice Condition of Re-entry, &c.

29. Where any of the Possessions of the Duchy of *Cornwall* which may be or have been sold, disposed of, or granted shall have formed Part of Property comprised in any Lease, all Rights under Covenants, and the Power of Re-entry and other Powers and Conditions contained in such Lease, shall remain in full Force, so far as the same may be applicable to the Residue of the Property comprised therein, and not be prejudicially affected by the Severance of the Reversion although no Apportionment of the Rent reserved on such Lease shall take place.

Deeds, &c. to be enrolled.

30. Every Deed or Instrument whereby any Manors, Lordships, Messuages, Lands, Mines, Minerals, Tenements, or Hereditaments, Rents, Pensions, Annuities, Rights of Common or Mining, or other Charges or Rights, shall be purchased under the Powers of this Act, or any of the Possessions of the Duchy of *Cornwall* shall be sold, disposed of, enfranchised, exchanged, leased, licensed to be demised, granted, charged, or released, and every Agreement for Reference or Submission to Arbitration under the Powers of this Act, and every Award made pursuant to any such Reference or Submission to Arbitration shall within Six Months after the Date thereof respectively be enrolled in the Office of the Duchy of *Cornwall*.

Keeper of Records to enrol Deeds, &c. in order of Time, and to certify Enrolment.

31. The Keeper of the Records of the Duchy of *Cornwall* shall enrol every Deed and other Instrument hereby directed to be enrolled in the Office of the said Duchy in order of Time as the same shall respectively be brought to the said Office for that Purpose, and certify under his Hand, or under the Hand of his Deputy for the Time being, upon the said Deed or other Instrument when enrolled the Fact of such Enrolment having been made and the Date of such Enrolment.

Deeds, &c. so enrolled not to require Enrolment in Courts of Law, &c.

32. Every such Deed or other Instrument shall, when so enrolled as herein-before directed, without any Enrolment or Registration thereof in any Court of Law or Equity, be as good and available and of the like Force and Effect in all respects and to all Intents and Purposes as if the same had been or was enrolled or registered in Her Majesty's High Court of Chancery or in any other of Her Majesty's Courts at *Westminster*, any Act, Law, Practice, or Usage to the contrary notwithstanding; and the Memorandum of such Enrolment written on such Deed or other Instrument, and purporting to be signed by the Keeper of the Records of the said Duchy or his Deputy, shall be Evidence that the same has been duly enrolled according to the Purport and Effect of such Memorandum and to the Provisions of this Act.

Certain Enrolments may be made nunc pro tunc.

33. In all Cases where the Enrolment of any Deed or other Instrument in the Office of the Duchy of *Cornwall* has been or shall be omitted or delayed beyond the Period provided for the Enrolment thereof, either by this Act or otherwise, it shall be lawful for the Duke of *Cornwall*, or any Person whom the Duke of *Cornwall* shall by Sign Manual Warrant appoint to act in that Behalf, or, in the Absence of such Appointment, for the Keeper for the Time being of the Records of the Duchy of *Cornwall*, upon reasonable Cause being shown for the Omission or Delay, to direct or permit the making of any such Enrolment *nunc pro tunc*, and every such Enrolment when made shall be as valid and effectual as if made within the Period limited for that Purpose either by this Act or otherwise.

Power to appoint a Person to enter into Contracts.

34. It shall be lawful for the Duke of *Cornwall* at any Time and from Time to Time, by Sign Manual Warrant or otherwise, to nominate and depute any Person to enter into and make any Contract or Agreement touching or concerning any Matter or Thing to be done under the Authority of this Act, but the Party claiming as against the Duke of *Cornwall* under any Contract or Agreement relating to the Possessions of the Duchy of *Cornwall* shall only be entitled to enforce in Equity by Suit against the Keeper of the Records of the said Duchy a specific Performance of such Contract or Agreement, and the Duke of *Cornwall* shall not be personally liable to any Action, Suit, or other Proceeding in consequence thereof, or touching or concerning any other Matter or Thing done or purporting to be done under the Authority of this Act, or for any Omission or otherwise, and the Keeper of the Records of the said Duchy shall be indemnified out of the Revenues of the said Duchy against the Costs, Expenses, and Losses of and attending or incurred by any Suit against him as aforesaid.

35. ‘ And

Proviso as to Grants of Licences to demise.

35. ‘ And whereas by the Twenty-fifth Section of the said Act of the Seventh and ‘ Eighth Years of the Reign of Her present Majesty, Chapter Sixty-five, Power is given ‘ to His Royal Highness *Albert Edward* Prince of *Wales* and Duke of *Cornwall*, His ‘ Heirs and Successors, to grant Licences to Copyhold or Customary Tenants within ‘ any Manors Parcel of the Possessions of the Duchy of *Cornwall* to improve their ‘ Tenements and demise the same in manner therein mentioned, and by the Twenty-‘ seventh Section of the same Act it is enacted, amongst other things, that no Grant ‘ shall be made under the Powers of that Act without such Sanction and Approval on ‘ the Part of the Treasury as therein mentioned:’ Be it declared and enacted, That all Licences by the Twenty-fifth Section of the said Act of the Seventh and Eighth Years of Her present Majesty, Chapter Sixty-five, authorized to be granted, may be made and granted by the Steward of the Manor of which the Premises to which the same shall relate are Parcel, in such Manner as any Licence to demise may by the Custom of such Manor be made or granted; and that the Power thereby given is not intended to diminish or prejudicially affect the Power of granting Licences previously sanctioned by the Usage or Custom of the Manor, and that the Word “ Grant” contained in the Twenty-seventh Section of the same Act is not intended to apply to the Grant of any Licence granted under the Authority of that Act.

Power to grant Land for Sites of Churches, &c.

36. It shall be lawful for the Duke of *Cornwall*, at any Time or Times hereafter, out of the Lands and Possessions of the Duchy of *Cornwall*, to grant any Building proper to be used as or converted into a Church or Chapel or a School for the Education of poor Persons; and any Ground proper for the Site of any Church or Chapel, with or without a Cemetery or Burial Ground thereto; and any Ground proper for a Cemetery or Burial Ground to any Church or Chapel; and any House with its Appurtenances, and with or without a Garden thereto, proper for the Residence of the Spiritual Person who may serve any Church or Chapel, or of the Master or Mistress of any such School; and any Ground proper for the Site or Sites of any such Residence or School; and also to grant any Building or Site for a Building solely for the Celebration of Divine Service by any Denomination of non-conforming Christians, so that in every such last-mentioned Grant the Denomination of Christians to or for whom it shall be granted shall be specified: Provided that not more than One Acre nor Premises of greater Value than Two hundred Pounds be granted in any particular Parish or Place for any One of the Purposes aforesaid; but this Restriction shall not apply where the Excess in Value over the Sum of Two hundred Pounds shall be paid into the Bank of *England* in the Manner herein-before provided in the Case of a Sale for a gross Sum of Money, or where such Excess shall be compensated for by an annual Sum of Money reserved upon the Grant and made payable to the Duke of *Cornwall* as Part of the Revenues of the Duchy of *Cornwall*; and in estimating the Value of the Property to be granted, no Account shall be taken of the Value of any Building the Cost of which shall have been defrayed by public Subscription, or which may have been previously erected solely with the view of being used for the Purpose to which the same is proposed to be devoted by the Grant; and every Grant which shall be made by the Duke of *Cornwall* for any of the Purposes specified in this Section shall be made by Deed under the Seal of the Duchy of *Cornwall*; and every such Grant, when enrolled in the Office of the Duchy of *Cornwall*, shall be valid and effectual against the Duke of *Cornwall*, and sufficient to vest in the Person, Body Politic or Corporate, to be therein named as Grantee, the Premises expressed to be thereby granted; and every such Grantee, his or their Heirs, Executors, Administrators, or Successors, shall, by force of this Act, be adjudged, deemed, and taken to be in the actual Seisin or Possession of the Premises in such Grant specified, and shall have full Capacity and Ability to and shall take, hold, and enjoy the same, either absolutely and in perpetuity, or for such limited Estate, Term, or Interest, and under and subject to such Reservations of Rent or other Acknowledgments, Conditions, or Restrictions, as shall be specified, inserted, directed, or contained in any such Grant, any Law, Statute, or Usage to the contrary thereof in anywise notwithstanding: Provided always, that when a free Grant or any Grant for a limited Period shall have been made of any Property under the Provisions in this Section contained, and the same shall afterwards cease to be used for the Purpose for which the same shall have been so granted,

or shall be used for any other Purpose, such Property, if unconsecrated, shall revert to and again become Parcel of the Possessions of the Duchy of *Cornwall* in the same Manner as if no such Grant had been made; and no Grant shall at any Time hereafter be made under the Twenty-sixth Section of the said Act of the Seventh and Eighth Years of the Reign of Her present Majesty, Chapter Sixty-five, which shall be contrary to the Provisions herein-before contained.

Interpretation of Terms.

37. In this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, over and above their several ordinary Meanings, unless there shall be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Person" shall include a Body Politic, Corporate, or Collegiate, and every other Corporation aggregate or sole:

The Words "Duke of *Cornwall*" shall include His Royal Highness *Albert Edward* Prince of *Wales* and Duke of *Cornwall*, also all succeeding Dukes of *Cornwall*, and also the Queen's most Excellent Majesty, Her Heirs and Successors, for the Time being entitled to the Lands and Possessions of the Duchy of *Cornwall*, or the Revenues thereof, during such Time as the Possessions of the said Duchy shall be vested in the Crown:

The Words "Possessions of the Duchy of *Cornwall*," and the Word "Possessions" applied to the Duchy of *Cornwall*, shall include Regalities, Hundreds, Castles, Honours, Lordships, Manors, Advowsons, Forests, Chases, Woods, Parks, Messuages, Lands, Buildings, Rights of Common, Mines, Minerals, Rights of Entry, or other Rights in respect of Mines or Minerals, Rentcharges in lieu of Tithes, Fixtures, Services, Rents, Pensions, Annuities, annual Sums reserved on any Sale, Disposal, orEnfranchisement made under the Powers of this Act, Rights, Privileges, Easements, Possessions, Tenements, and Hereditaments whatsoever, whether in possession or reversion, Parcel or reputed or claimed to be Parcel of the Duchy of *Cornwall*, or annexed to the same:

The Word "Minerals" shall include all Minerals, whether metallic or not, Stone, and Substrata of every Description.

Proviso for Exercise of Powers when a Duke of Cornwall is under 21 Years of Age.

38. The Rights, Powers, Privileges, and Authorities hereby made exerciseable by the Duke of *Cornwall*, or which shall otherwise be exerciseable by the Duke of *Cornwall*, shall be exerciseable during such Time as any future Duke of *Cornwall* shall be under the Age of Twenty-one Years, in the Name and on behalf of such Duke of *Cornwall*, by the Sovereign of the United Kingdom for the Time being as Guardian of such Duke, or by any Persons acting under the Authority of the Sovereign of the United Kingdom for the Time being; and all Acts, Matters, and Things to be done in the Name and on behalf of the Duke of *Cornwall* for the Time being who shall be under the Age of Twenty-one Years by the Sovereign of the United Kingdom as such Guardian, or by any Person or Persons acting under the Authority of the Sovereign in pursuance of and in conformity with the Powers or Authorities to them in that Behalf committed by the Sovereign, shall be good, valid, and effectual in Law as if the same had been and were done, and the same shall to all Intents and Purposes be taken to have been done, by such Duke of *Cornwall* himself in his own proper Person, and at his full Age of Twenty-one Years; and the Appointment of the Persons to act as aforesaid in the Name and on behalf of any such Duke of *Cornwall* may be from Time to Time made by the Sovereign, by Warrant under the Royal Sign Manual, to be countersigned by any Three or more of the Commissioners of the Treasury of the United Kingdom: Provided always, that all Offices, Appointments, and Employments relating to the Duchy of *Cornwall*, or the Possessions thereof, given or bestowed during such Time as any Duke of *Cornwall* shall be under the Age of Twenty-one Years, which may by Law be given or bestowed during Pleasure, shall be determinable by such Duke of *Cornwall* at any Time after he shall attain the Age of Twenty-one Years.

Proviso for Exercise of Powers when the Duchy of Cornwall is

39. Whenever there shall not for the Time being be any Duke of *Cornwall*, it shall be lawful for the Sovereign for the Time being from Time to Time, by Warrant under the Royal Sign Manual, to be countersigned by any Three or more of the Commissioners of the Treasury of the United Kingdom, to authorize such and so many of the regular Officers

Officers of the said Duchy, who by virtue of their several Appointments and Offices may be concerned in the general Superintendence and Management of the Revenues and Affairs of the said Duchy, or any other Persons, being not more than Five and not less than Three in Number, as the Sovereign may think fit, in the Name and on behalf of the Sovereign, to exercise all or any of the Rights, Powers, Privileges, and Authorities which are by this Act made exerciseable or which shall otherwise for the Time being be exerciseable by the Sovereign in relation to the said Duchy, and to commit to any One or more of the regular Officers authorized to act in the Name and on behalf of the Sovereign as aforesaid the Custody of the Seal of the said Duchy. vested in the Crown.

40. Nothing in this Act contained shall take away, alter, or prejudice, further or otherwise than as the same are hereby expressly rescinded or altered, any Powers or Provisions contained in the said recited Act of the Seventh and Eighth Years of the Reign of Her present Majesty, or an Act passed in the Session of Parliament held in the Seventh and Eighth Years of the Reign of Her present Majesty, Chapter One hundred and five, or "The Acts for the Inclosure, Exchange, and Improvement of Land," or any other Act of Parliament heretofore passed and now in force touching or concerning or which may in any way affect the Possessions of the Duchy of *Cornwall*, or the Revenues or Management thereof, and not hereby expressly repealed. This Act not to interfere with existing Powers except where expressly altered.

41. It is hereby expressly declared and enacted, That the Powers vested in the Inclosure Commissioners for *England* and *Wales* by "The Acts for the Inclosure, Exchange, and Improvement of Land," for effecting Exchanges of Land, shall, as to any Exchange affecting the Possessions of the Duchy of *Cornwall*, be deemed and construed to authorize a Dealing for the Purpose of such Exchange with Mines and Minerals, and Rights in respect of Mines and Minerals, either with or without any Dealing with the Ownership of the Surface. Authorizing Exchanges of Minerals under Inclosure Acts.

42. This Act may for any Purpose be cited as "The Duchy of *Cornwall* Management Act, 1863." Short Title.

SCHEDULE to which this Act refers.

Form of Conveyance on Sale in consideration of a gross Sum of Money.

KNOW all Men by these Presents, That we [*here insert the Titles of the Possessor for the Time being of the Duchy of Cornwall*] under the Authority of "The Duchy of Cornwall Management Act, 1863," in consideration of the Sum of by *A.B.* of, *&c.*, paid into the Bank of England to the Account of the Duchy of Cornwall, do by these Presents grant unto and his Heirs [*or* Successors, *as the Case may be,*] all [*here describe either in Detail or by Reference the Property sold*], together with [*insert here the general Words applicable to the particular Description of Property, and in the Case of any Exception or Reservation out of the Grant, add,* excepting, nevertheless, and reserving unto the Personage for the Time being entitled to the Duchy of Cornwall [*here insert the Particulars of the Mines, Minerals, or other Matter or Thing intended to be excepted or reserved, with appropriate Rights and Powers*]], to have and to hold the Premises hereby granted, or expressed so to be, unto the said and his Heirs [*or* Successors, *as the Case may be; and here state the Uses, Trusts, or Purposes of the Conveyance as the Case may require; and if the Sale is to be subject to any Restriction or Condition state,* but subject to the Condition that, *here insert the Particulars of the Restriction or Condition; and if the Sale is of a Rent, annual Sum, Right, or Charge which is intended to be extinguished, in the Place of the Habendum, insert,* to the Intent that the said, *here insert the Particulars of the Rent, annual Sum, Right, or Charge,* shall cease and be extinguished, and the said, *describe shortly the Premises which the Rent, annual Sum, Right, or Charge is charged upon or extends over,* be absolutely freed and for ever discharged from the same.] In witness whereof we have caused the Seal of the Duchy of Cornwall to be duly affixed and set hereto the Day of in the Year of our Lord .

The foregoing Form may be used for the Purpose of a free Grant, such Alteration being made therein as the Circumstances of the Case may require.

Form

Form of Grant for a limited Period in consideration of a gross Sum of Money.

KNOW all Men by these Presents that we [*insert the Titles of the Possessor for the Time being of the Duchy of Cornwall as in the previous Form of Conveyance*] under the Authority of "The Duchy of Cornwall Management Act, 1863," in consideration of the Sum of by *A.B.* of, *&c.*, paid into the Bank of England to the Account of the Duchy of Cornwall, do by these Presents grant unto all [*here describe either in Detail or by Reference the Property to be granted*], together with [*insert here the general Words applicable to the particular Description of Property, and add any Exception or Reservation to which the Grant is intended to be subject, as directed in the previous Form of Conveyance*], to hold the Premises hereby granted, or expressed so to be, unto , his Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] for the Term of Years from the Day of One thousand eight hundred and [*here state any Trusts or Purposes, and any Restriction or Condition as directed in the previous Form of Conveyance, and add any Covenants which the Circumstances of the Case may require*]. In witness whereof we have caused the Seal of the Duchy of Cornwall to be duly affixed and set hereto this Day of in the Year of our Lord .

Form of Conveyance on Sale in consideration of an annual Sum of Money.

To all to whom these Presents shall come, *&c.* [*insert the Titles of the Possessor for the Time being of the Duchy of Cornwall as before directed*]. Now these Presents witness that [*here insert the short descriptive Title of such Possessor*] under the Authority of "The Duchy of Cornwall Management Act, 1863," in consideration of the annual Sum of to be paid as herein-after mentioned, doth hereby grant unto and his Heirs [*or* Successors, *as the Case may be,*] all [*here describe either in Detail or by Reference the Property sold*], together with [*insert here the general Words applicable to the particular Description of Property, and add any Exception or Reservation out of the Grant, as previously directed*], to hold the Premises hereby granted, or expressed so to be, unto the said , his Heirs and Assigns, [*or* Successors and Assigns, *as the Case may be*], to the Use, Intent, and Purpose that the Personage for the Time being entitled to the Duchy of Cornwall may receive and take a clear annual Sum of to be chargeable upon, and yearly issuing and payable out of the Premises hereby granted, or expressed so to be, and to be paid into the Hands of the Receiver General for the Time being of the Duchy of Cornwall or his Deputy, by equal half-yearly Payments, without any Deduction in respect of Land Tax or other Taxes, Rates, Charges, and Impositions whatsoever, except Property or Income Tax, on the Day of and the Day of in every Year, the first of such half-yearly Payments to be made on the Day of and subject thereto, to the Use [*here state the Uses, Trusts, or Purposes of the Conveyance, and add any Restriction or Condition as the Case may require*]. And the said , for himself, his Heirs, Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] doth hereby covenant with [*insert the short descriptive Title as before*], his Heirs, Successors, and Assigns, that he, the said , his Heirs, Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] will henceforth pay the said annual Sum of at the Times and in manner herein-before appointed for Payment thereof, without any Deduction whatsoever, except as aforesaid. In witness whereof to these Presents the Seal of the Duchy of Cornwall hath been duly affixed and set, and the said hath affixed his Seal and subscribed his Name.

Form of Grant for a limited Period in consideration of an annual Sum of Money.

To all to whom, *&c.* [*as in the previous Form, inserting the Titles of the Possessor for the Time being of the Duchy of Cornwall, as previously directed*]. Now these Presents witness that [*here insert the short descriptive Title of such Possessor*], under the Authority of "The Duchy

Duchy of Cornwall Management Act, 1863," in consideration of the Rent and Covenants herein-after reserved and contained, doth hereby grant unto all [*here describe the Property, adding the general Words applicable thereto and any Exception or Reservation as previously directed*], to hold the Premises hereby granted unto the said his Executors, Administrators, and Assigns, [*or* Successors and Assigns, *as the Case may be,*] for the Term of Years from the Day of , yielding and paying therefor during the said Term unto the Personage for the Time being entitled to the Revenues of the Duchy of Cornwall the clear annual Sum of free from all Deductions whatsoever, the same to be paid into the Hands of the Receiver General for the Time being of the Duchy of Cornwall or his Deputy in equal Sums half-yearly on the Day of and the Day of in every Year, the first of such half-yearly Payments to be made on the Day of next [*insert the Particulars of any Restriction or Condition, and add a Covenant for Payment, as directed in the previous Form, with such Alteration and such other Covenants as the Circumstances of the Case may require*]. In witness whereof to these Presents the Seal of the Duchy of Cornwall hath been duly affixed and set, and the hath affixed his Seal and subscribed his Name.

Form of Enfranchisement in consideration of a gross Sum of Money.

KNOW all Men by these Presents that we [*insert the Titles of the Possessor for the Time being of the Duchy of Cornwall as previously directed*], under the Authority of "The Duchy of Cornwall Management Act, 1863," in consideration of the Sum of by *A.B.* of, *&c.*, paid into the Bank of England to the Account of the Duchy of Cornwall, do by these Presents grant and enfranchise unto all [*here describe either in Detail or by Reference the Premises to be enfranchised, including any Rights of Common, &c. intended to be comprised in the Grant,*] and all Heriots, Quit Rents, Duties, Suits and Service of Court, and all other Customs and Services due and payable for or in respect of the same Premises, or any of them, together with [*insert the general Words applicable to the particular Description of Property,* excepting and reserving nevertheless unto the Personage for the Time being entitled to the Duchy of Cornwall, *here insert the Particulars of the Mines and Minerals or other Matter or Thing intended to be reserved, with appropriate Rights and Powers*], to hold the Premises hereby granted, or expressed so to be, unto the said and his Heirs, in free and common Socage freed and absolutely discharged from the Copyhold [*or* Customary] Tenure thereof, and of and from all Rents, Fines, Payments, Heriots, Suits, Customs, and Services incident thereto, or by Custom, Prescription, or otherwise howsoever to be paid, rendered, or performed to the Personage for the Time being entitled to the Duchy of Cornwall for or in respect of the same [*if the Enfranchisement is to be subject to any Restriction or Condition add,* but subject to the Condition that, *here insert the Particulars of the Restriction or Condition,* and so subject], to the Use of the said his Heirs and Assigns, for ever [*or to any other Use to which the Grant is intended to enure*]. In witness whereof we have caused the Seal of the Duchy of Cornwall to be duly affixed and set hereto this Day of in the Year of our Lord .

Memorandum of Acknowledgment to be endorsed on any Deed of Conveyance, Grant, or Enfranchisement in consideration of a gross Sum of Money.

I HEREBY acknowledge that the Sum of in the within-written Deed mentioned to have been paid into the Bank of England, was so paid to the Credit of the Account of the Duchy of Cornwall on the Day of 18 .

As witness my Hand,

E.F.
Auditor of the Duchy of Cornwall.

Form

Form of Enfranchisement in consideration of an annual Sum of Money.

To all to whom these Presents shall come [*inserting the Titles of the Possessor for the Time being of the Duchy of Cornwall, as previously directed*] sends greeting: Now these Presents witness that [*here insert the short descriptive Title of such Possessor*], under the Authority of "The Duchy of Cornwall Management Act, 1863," in consideration of the annual Sum of to be paid as herein-after mentioned, doth by these Presents grant and enfranchise unto and his Heirs all [*here describe the Premises, adding the Words* and all Heriots, *&c., with the necessary general Words stating any Exception or Reservation*], to hold the Premises hereby granted, or expressed so to be, unto the said and his Heirs, in free and common Socage, freed and absolutely discharged from the Copyhold [*or* Customary] Tenure thereof, and of and from all Rents, Fines, Payments, Heriots, Suits, Customs, and Services incident thereto, or by Custom, Prescription, or otherwise howsoever, to be paid, rendered, or performed to the Personage for the Time being entitled to the Duchy of Cornwall for or in respect of the same Tenure, to the Use, Intent, and Purpose, *&c.* [*complete the Reservation as in the Form of Conveyance on Sale in consideration of an annual Sum of Money, and state as directed in that Form the Particulars of any Restriction or Condition to which the Enfranchisement is to be subject*], and, subject thereto, to the Use of the said his Heirs or Assigns for ever [*or to any other Use, as directed in the previous Form of Enfranchisement, adding a Covenant for Payment, as in the previous Form of Conveyance on Sale in consideration of an annual Sum of Money*]. In witness whereof to these Presents the Seal of the Duchy of Cornwall hath been duly affixed and set, and the said hath affixed his Seal and subscribed his Name, the Day of in the Year of our Lord .

Form of Conveyance of any Land or Property on a Purchase by the Duke of Cornwall.

KNOW all Men by these Presents that I, *A.B.* of, *&c.*, in consideration of the Sum of paid to me [*or* into the Bank of England with the Privity of the Accountant General of the Court of Chancery, *as the Case may be*], under the Provisions of "The Duchy of Cornwall Management Act, 1863," do by these Presents, by virtue of the said Act, grant and convey unto [*here insert the Titles of the Possessor for the Time being of the Duchy of Cornwall as previously directed*], his Heirs and Successors, all [*here describe either by Reference or in Detail the Property purchased*], together with [*insert general Words applicable to the particular Description of Property*], to hold the Premises hereby granted, or expressed so to be, unto [*here insert the short descriptive Title of such Possessor*], his Heirs and Successors, for ever, as Parcel of the Possessions of the Duchy of Cornwall, [*or if the Purchase is of a Rent Right of Common or other Incorporeal Hereditament, or Right intended to be extinguished, in the Place of the Habendum, insert* to the Intent that the said, *here insert the Particulars of the Subject Matter,* shall cease and be extinguished, and the said *describe shortly the Premises which the same is charged upon or extends over,* be absolutely freed and for ever discharged from the same, *here insert any qualifying Words which the Circumstances of the Case may require, and Covenants for Title or other Covenants*]. In witness whereof, I, the said *A.B.*, have hereunto set my Hand and Seal this Day of in the Year of our Lord .

Form of Receipt for Purchase Money where not paid into Court to be endorsed.

RECEIVED on the Day of the Date of the within-written Deed the Sum of , being the Consideration Money therein expressed to be paid to me,

A.B.

Witness, *C.D.*

Form

Form of Grant of Annuity on the Surrender of an outstanding Estate to be charged upon the Premises surrendered.

THIS Indenture, made the Day of between *A.B.* of, *&c.* of the one Part, and [*insert the Titles of the Possessor for the Time being of the Duchy of Cornwall as previously directed*] of the other Part: Whereas [*here insert such Recitals as may be requisite to show the Particulars of the Property proposed to be surrendered, and the Circumstances of the Tenure*]: Now this Indenture witnesseth that, in consideration of the Annuity or yearly Rentcharge or Sum of intended to be hereby secured, and upon the Acceptance of [*inserting the short descriptive Title of such Possessor*], testified by the Seal of the Duchy of Cornwall being hereto affixed, the said *A.B.* doth by these Presents surrender and yield up unto [*inserting the short descriptive Title as before*] all and singular [*here describe either by Reference or in Detail the Premises to be surrendered or granted*], and all the Estate, Right, Title, Interest, Benefit, Property, Claim, and Demand whatsoever of him the said *A.B.*, in, to, out of, or upon the same Premises, and every Part thereof, to the End and Intent that [*describe shortly the Nature of the Estate or Interest to be surrendered*] may merge in the Reversion, Freehold, and Inheritance of the Premises, and be thereby extinguished [*here insert the necessary Covenants for Title*]; and this Indenture further witnesseth, and in consideration of the Premises [*here insert the short descriptive Title as before*], pursuant to the Provision in this Behalf contained in "The Duchy of Cornwall Management Act, 1863," doth hereby give and grant unto the said *A.B.* One Annuity or clear yearly Rentcharge or Sum of of lawful Money of the United Kingdom, to be payable and paid for and during [*here state the Period for which the Annuity is intended to be granted*] and to be charged and chargeable upon and yearly issuing and payable out of the [*here describe by Reference or in Detail the Premises intended to be charged with the Annuity*], to have, hold, receive, and take the said Annuity or yearly Rentcharge or Sum of unto the said *A.B.* and his Assigns for and during [*state shortly the Period of Duration of the Annuity*], to be paid and payable at the common Dining Hall of the Middle Temple in the City of London, by Two equal half-yearly Payments, (that is to say,) on the Day of and the Day of in every Year, without any Deduction or Abatement in respect of Land Tax or any other Taxes, Charges, Assessments, or Impositions whatsoever (except the Property or Income Tax), the first half-yearly Payment of the said Annuity or yearly Rentcharge or Sum of to be made on the Day of 18 [*and if the Annuity is granted for any Period depending on Life add*, if the said shall be then living. And if the said Annuity or yearly Rentcharge shall determine before the said Day of or subsequently on any Day other than One of the said half-yearly Days of Payment, a proportionate Part thereof to be paid for the Period which shall have elapsed of the then current Half Year, *and add a Covenant for Proof from Time to Time of the Existence of the Life on which the Annuity depends*]. In witness whereof to these Presents the Seal of the Duchy of Cornwall hath been affixed and set, and the said *A.B.* hath affixed his Seal and subscribed his Name.

CAP. L.

An Act to continue the Powers of the Commissioners under the Salmon Fisheries (*Scotland*) Act until the First Day of *January* One thousand eight hundred and sixty-five, and to amend the said Act. [13th *July* 1863.]

'WHEREAS an Act was passed in the Twenty-fifth and Twenty-sixth Years of the 'Reign of Her present Majesty, intituled *An Act to regulate and amend the Law* 25 & 26 Vict. 'respecting the Salmon Fisheries of* Scotland; and in the Sixteenth Section thereof it is c. 97. 'enacted, that "the Commissioners shall on or before the First Day of *January* One