

ANNO QUINTO

VICTORIÆ REGINÆ.

Sess. 2.

****

CAP. XXVII.

An Act for better enabling Incumbents of Ecclesiastical Benefices to demise the Lands belonging to their Benefices on Farming Leases.

[18th *June* 1842.]

WHEREAS it would be advantageous to Ecclesiastical Benefices if the Incumbents thereof were empowered, with such Consent and under such Restrictions as are herein-after expressed, to demise the Lands of or belonging to the same for a Term of Years certain, for Farming Purposes: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the Incumbent for the Time being of any Benefice, from Time to Time after the passing of this Act, by Deed under his Hand and Seal, with the Consent of the Patron of such Benefice, and of the Bishop of the Diocese wherein the same is locally situated, and where the Lands proposed or intended to be leased are of Copyhold or Customary Tenure with the Consent also of the Lord for the Time being of the

Incumbents of Benefices empowered, with Consent of Bishop and Patron, to lease Lands belonging to their Bene-

fices for Fourteen Years, under certain Restrictions.

the Manor of which the same are holden, in any Case where the Lease proposed to be granted could not according to the Custom of the Manor be effectually made without the Licence of the Lord, such respective Consents to be testified by the Persons whose Consents are hereby required respectively being Parties to and signing and sealing such Deeds before the Execution thereof by such Incumbent, to lease any Part of the Glebe Lands or other Lands of or belonging to such Benefice, either with or without any Farmhouses, Cottages, Barns, or other Agricultural Buildings or Conveniences, Parcel of or belonging to such Benefice, to any Person whomsoever, for any Term of Years not exceeding Fourteen Years, to take effect in Possession, and not in Reversion or by way of future Interest, so that there be reserved on every such Lease, payable to the Incumbent for the Time being of such Benefice quarterly in every Year, during the Continuance of the Term thereby granted, the best and most improved yearly Rent that can be reasonably gotten for the same, without taking any Fine, Foregift, Premium, or other Consideration for granting such Lease, and so that no such Lessee be made dispunishable for Waste by any Clause or Words to be contained in such Lease, and so that the Lessee do thereby covenant with the Incumbent granting such Lease, and his Successors, for due Payment of the Rent thereby to be reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever which shall be payable in respect of the Premises thereby leased, and do further covenant with such Incumbent and his Successors, that he will not assign or underlet the Hereditaments comprised in such Lease, or any Part thereof, for all or any Part of the Term thereby granted, without the Consent of the Bishop of the Diocese for the Time being and the Patron and Incumbent for the Time being of the said Benefice, to be testified by their respectively being Parties to and sealing and delivering the Deed or Instrument by which any Assignment or Underlease of the same Premises, or any Part thereof, may be effected; and that he will in all respects cultivate and manage the Lands and Hereditaments thereby leased according to the most improved System of Husbandry in that Part of the Country where such Lands and Hereditaments are locally situated, so far as such System may not be inconsistent with any express Stipulation to be contained in such Lease; and that he will keep, and at the End of the Term leave, all the Lands comprised in such Lease, together with the Gates, Drains, and Fences of every Description, and other Fixtures and Things thereupon or belonging thereto, in good and substantial Repair and Condition; and that he will at all Times during the Continuance of the Term keep the Buildings comprised in such Lease, or to be erected during the Term upon the Lands thereby demised, or on any Part thereof, insured against Damage by Fire, in the joint Names of the Lessee, his Executors or Administrators, and of the Incumbent of the Benefice for the Time being, in Three Fourths at the least of the Value thereof; and that he will lay out the Money to be received by virtue of any such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating, under the Direction of a Surveyor to be for that Purpose appointed by the Incumbent of such Benefice for the Time being

and such Lessee, by some Writing under their respective Hands, such Messuages or Buildings as shall be destroyed or damaged by Fire; and so that there be inserted in every such Lease a Reservation for the Use of such Incumbent and his Successors of all Timber Trees and Trees likely to become Timber, and of all Saplings and Underwoods, and of all Mines and Minerals, except as is hereinafter provided; and also a Power of Re-entry, in case the Rent thereby to be reserved shall be unpaid for the Space of Twenty-one Days next after the same shall become due, or in case the Lessee shall be convicted of Felony, or shall become a Bankrupt, or shall take the Benefit of any Act or Acts of Parliament now in force or hereafter to be passed for the Relief of Insolvent Debtors, or shall compound his Debts, or assign over his Estate and Effects for Payment thereof, or in case any Execution shall issue against him or his Effects, or in case such Lessee shall not from Time to Time duly observe and perform all the Covenants and Agreements on his Part in such Lease to be contained; and so that the Lessee in each such Lease do execute the same or a Counterpart thereof: Provided always, that any Stipulation, Covenant, Condition, or Agreement in any such Lease to be contained, on the Part of the Lessee, for the Adoption and Use of any particular Mode or System of Cultivation, or for the Drainage or subdividing, or embanking or warping (in those Places where the System of Improvement of Land called warping is or may be practised), of all or any of the Lands comprised in such Lease, or for the Erection of any new or additional Farmhouses, Barns, or Outhouses, or other Farm Buildings, which the Condition or local Situation of the Lands to be comprised in such Lease may require or render expedient, or for putting in repair any Houses, Edifices, or Buildings to be comprised in any such Lease, or for making any substantial Improvements on the Premises, or for the Reservation or Payment of any additional Rent or Rents, or Penalty on Breach of any of the Covenants or Agreements contained in any such Lease, shall not be deemed or construed to be a Fine, Foregift, Premium, or Consideration for the granting of such Lease within the Meaning of this Act: Provided also, that nothing herein contained shall be construed to preclude the Lessor in any such Lease from covenanting that the Lessee shall be entitled to have or take from off the demised Premises Brick Earth, Stone, Lime, or other Materials for the Erection or Repair of any Buildings, or for the Construction or Repair of Drains, or for any other necessary Improvements, and sufficient rough Timber, to be assigned by the Incumbent for the Time being, or his Agent duly authorized, for any of the Purposes aforesaid, and for the making or Repair of Gates and Fences: Provided also, that the Custom of the Country as to outgoing Tenants shall apply to each Lease to be granted under this Act, except so far as the Lease shall contain any express Stipulation to the contrary: Provided also, that the Term to be granted by any such Lease as aforesaid may be Twenty Years in any Case where the Lessee shall covenant thereby to adopt and use any Mode or System of Cultivation more expensive than the usual Course, or to drain or subdivide, or embank and warp, at his Expence, any Part of the demised Premises, or to erect, at his own Expence, on the said Premises, any Buildings, or to repair in a more extensive Manner and

saving for Covenants respecting Cultivation, Improvements, &c.

In certain Cases Leases may be granted for Twenty Years.

and at a greater Expence than is usually required of Lessees of Farms any Buildings on the demised Premises, or in any other Manner to improve, at his Expence, the demised Premises or any Part thereof.

Parsonage House and Offices and Ten Acres of Glebe situate most conveniently for Occupation not to be leased, &c.

II. And be it enacted, That the Authority given by this Act shall not render valid any Lease to be granted in the Manner herein-before mentioned, unless the Parsonage House or other the House of Residence of or belonging to the Benefice, and all Offices, Outbuildings, Yards, Gardens, Orchards, and Plantations to such Parsonage House or other House of Residence adjoining and appurtenant, and which may be necessary or convenient for actual Occupation with such Parsonage House or other House of Residence, and also so much Glebe Land or other Land of or belonging to the Benefice, and situated the most conveniently for actual Occupation by the Incumbent, as, together with the Site of such Parsonage House or other House of Residence, Offices, and Outbuildings, and with such Yards, Gardens, Orchards, and Plantations as aforesaid, shall amount to Ten Acres at least, if there shall be Ten or more Acres of such Land situated within Five Miles from the Parsonage or other the House of Residence, or if there shall be less than Ten Acres so situated then the whole of such Land, shall be reserved out of or not be comprised in such Lease, and not be comprised in any subsisting Lease for the Time being which shall have been previously granted under the Authority of this Act: Provided always, that in any Case where the Lands comprised in any Lease granted under the Authority of this Act shall be situate Five Miles or upwards from the Parsonage House or other the House of Residence, or (in case there shall be no Parsonage House or other House of Residence) from the Church or Chapel of the Benefice to which such Lands shall belong, the Provision herein contained for the Reservation of a stipulated Number of Acres of the Glebe Land or other Land of or belonging to the Benefice shall not be applicable.

Proviso.

Before any Lease is granted a Surveyor to be appointed, who is to make Maps, Certificates, Valuation, and Reports respecting such intended Lease.

III. And be it enacted, That whenever any Lease is intended to be granted under the Authority of this Act a competent Land Surveyor shall be appointed by the Bishop of the Diocese and the Patron and Incumbent of the Benefice, by some Writing under their respective Hands; and such Surveyor shall make a Map or Plan under an actual Survey of the Lands proposed or intended to be leased, and of the other Lands of or belonging to the Benefice, or of such Part or Parts of the said other Lands as will sufficiently show to the Bishop of the Diocese and the Patron of the Benefice the relative Positions or local Situations and Quantities of the Lands proposed or intended to be leased, and of the Lands (if any) intended to be reserved, and as will enable them to form an accurate Judgment of the Situation and Convenience for actual Occupation of the Lands intended to be reserved; and such Surveyor shall certify that the Lands intended to be leased, and such Buildings and other Hereditaments (if any) as are intended to be leased therewith, are proper to be leased to a Tenant under the Provisions of this Act, and (in any Case where the Provision herein-before contained respecting the Reservation of a stipulated Number of Acres

Acres may be applicable) that the Lands which are intended to remain unlet are such Part of the Glebe Land or other Land of or belonging to the Benefice as is situated the most conveniently for actual Occupation by the Incumbent thereof; and such Surveyor shall also make a Valuation on actual Survey of the Lands and Hereditaments proposed or intended to be leased, and shall report what is the best yearly Rent which ought to be reserved upon a Lease of such Lands and Hereditaments under the Circumstances under which such Lease is proposed or intended to be granted, and shall state the Course of Husbandry or Management of such Lands and Hereditaments which ought in the Opinion of such Surveyor to be adopted by the Tenant thereof; and in any Case where it is proposed that the Lease shall contain special Covenants on the Part of the Lessee for the Drainage or subdividing, or embanking or warping, of all or any of the Lands to be comprised in the Lease, or for the Erection of any new or additional Farmhouses, Barns, or Outhouses, or other Farm Buildings, or for putting in repair any Houses, Edifices, or Buildings to be comprised in the Lease, or for making any substantial Improvement in the Premises, such Surveyor shall certify that in his Opinion the Covenants for those Purposes are proper Covenants to be entered into by the Lessee under the Circumstances of the Case, and he shall state the Amount by which the yearly Rent to be reserved by the proposed Lease ought in his Judgment to be diminished in respect or on account of the Lessee entering into such Covenants; and in any Case where it is proposed that the Lessee shall be entitled to have or take from off the demised Premises Brick Earth, Stones, Lime, or other Materials, or rough Timber, for any of the Purposes herein-before mentioned, he shall also certify that in his Opinion Covenants on the Part of the Lessor for those Purposes are proper to be entered into, and that he has taken the Matter into his Consideration in estimating the Amount of Rent to be reserved by the proposed Lease; and such Surveyor shall in all Cases also report upon and state such other Matters or Things (if any) connected with such intended Lease, or the Lands and Hereditaments proposed or intended to be therein comprised, as he shall, by such Bishop, Patron, and Incumbent, or any of them, be directed to report upon; and the Map or Plan, Certificate, Valuation, and Report of such Surveyor shall be respectively signed by such Surveyor, and verified by his Declaration to be made before any Justice of the Peace, and shall, immediately upon the Completion thereof, respectively be delivered to the Bishop of the Diocese: Provided always, that in all Cases in which there shall be in the Possession of the Bishop of the Diocese, or of the Patron or Incumbent of any Benefice, or of the Parish Officers of the Parish in which such Benefice may be comprised, any Map or Plan made under an actual Survey of the Parish, or of such Part thereof as shall include the Lands proposed or intended to be demised, a Copy of or an Extract from such Map or Plan may be substituted for the Map or Plan herein-before directed to be made by any such Surveyor as aforesaid.

An existing Map of the Lands may be used.

IV. And be it enacted, That the Receipt in Writing of the Incumbent by whom any Lease shall be granted under the Authority

Lessor's Receipt for Counterpart

or attested Copy of Lease to be Evidence of its Execution;

of this Act, acknowledging that he has received the Counterpart, or an attested Copy in all Cases where there shall be only One Part, of such Lease, and signed by such Incumbent, and endorsed on the Lease, shall be conclusive Evidence that the Counterpart or Lease (as the Case may be) has been duly executed by the Lessee, and also in all Cases where there shall be only One Part of such Lease that the attested Copy is a true and faithful Transcript of the original Lease; and the Execution by the Bishop and Patron, whose Consents are hereby made requisite, of any Lease to be granted under the Authority of this Act, shall be conclusive Evidence that the Lease does not comprise any Lands which ought not to be leased under the Provisions of this Act, and that a proper Portion of the Glebe Land remains unleased, and that the Rent reserved by such Lease is the best and most improved Rent that could be reasonably gotten for the Lands and Hereditaments comprised therein at the Time of granting such Lease, and that all the Covenants contained in such Lease are proper Covenants.

and Execution by Bishop and Patron to be Evidence that the Lands are proper to be leased, &c.

Surrenders of Leases.

V. And be it enacted, That no Surrender of any Lease which shall have been made under the Authority of this Act shall be valid to any Purpose whatsoever unless the Bishop of the Diocese and the Patron and Incumbent of the Benefice to which the Lands or Hereditaments comprised in such Lease shall belong shall respectively be made Parties to and execute the Deed or Instrument by which such Surrender shall be made; and every such Surrender shall have Operation from the Time only when such Deed or Instrument as aforesaid shall have been executed by all the Persons whose Execution thereof is herein-before required.

In Cases of Peculiars belonging to Bishops, such Bishops to exercise, within their Peculiars, the Powers given by this Act.

VI. And whereas there are within divers Dioceses certain exempt Jurisdictions called Peculiars, belonging to the Archbishops and Bishops of other Dioceses, and it is expedient that all the Powers, Authorities, and Duties by this Act given to or imposed upon the Bishop of the Diocese should, as to such Peculiars, be given to and imposed upon the Archbishop or Bishop to whom the same respectively belong; be it therefore enacted, That all the Powers, Authorities, and Duties by this Act given to or imposed upon the Bishop of any Diocese shall, with respect to the several Peculiars locally situated within such Diocese, be exercised and performed by the Archbishop or Bishop to whom such Peculiars shall respectively belong, and not by the Bishop within whose Diocese such Peculiar shall be locally situated, but that with respect to all Peculiars belonging to any other Person than Archbishops or Bishops such Powers, Authorities, and Duties shall be exercised and performed by the Bishop of the Diocese within which such Peculiars shall be locally situated.

Provision where Patron or Lord of Manor is under Incapacity or beyond Seas.

VII. And be it enacted, That whenever the Consent or Concurrence of the Patron of any Benefice, or of the Lord for the Time being of any Manor, is hereby required, and the Patron of such Benefice, or the Lord for the Time being of such Manor, (as the Case may be,) shall happen to be a Minor, Idiot, Lunatic, or Feme Covert, or beyond Seas, it shall be lawful for the Guardian, Committee,

mittee, Husband, or Attorney (as the Case may be) of such Patron or Lord (but in the Case of a Feme Covert not being a Minor, Idiot, or Lunatic, or beyond Seas, with her Consent in Writing,) to execute the Instrument by which such Consent or Concurrence is to be testified, in testimony of the Consent or Concurrence of such Patron or Lord; and such Execution shall, for the Purposes of this Act, be deemed and taken to be an Execution by the Patron of the Benefice or by the Lord of the Manor (as the Case may be).

Provision where the Patronage of any Benefice is in the Crown.

VIII. And be it enacted, That in any Case in which the Consent or Concurrence of the Patron of any Benefice is hereby required, and the Patronage of such Benefice shall be in the Crown, the Consent or Concurrence of the Crown shall be testified in the Manner herein-after mentioned; (that is to say,) if such Benefice shall be above the yearly Value of Twenty Pounds in the King's Books, the Instrument by which such Consent or Concurrence shall be testified shall be executed by the Lord High Treasurer or First Lord Commissioner of the Treasury for the Time being; and if such Benefice shall not exceed the yearly Value of Twenty Pounds in the King's Books, such Instrument shall be executed by the Lord High Chancellor, or Lord Keeper or Lords Commissioners of the Great Seal, for the Time being; and if such Benefice shall be within the Patronage of the Crown in right of the Duchy of *Lancaster*, such Instrument shall be executed by the Chancellor of the said Duchy for the Time being; and the Execution of such Instrument by such Person or Persons shall be deemed and taken, for the Purposes of this Act, to be an Execution by the Patron of the Benefice.

Provision where the Patronage is attached to the Duchy of Cornwall.

IX. And be it enacted, That in any Case in which the Consent or Concurrence of the Patron of any Benefice is hereby required, and the Right of Patronage of such Benefice shall be Part of the Possessions of the Duchy of *Cornwall*, the Consent or Concurrence of the Patron of such Benefice to the Exercise of such Power shall be testified in the Manner herein-after mentioned; (that is to say,) the Instrument by which such Consent or Concurrence is to be testified shall, whenever there shall be a Duke of *Cornwall*, whether he be of full Age or otherwise, be under his Great or Privy Seal, or if there be no Duke of *Cornwall*, and such Benefice shall be in the Patronage of the Crown in right of the Duchy of *Cornwall*, such Instrument shall be executed by the Person or Persons who is or are authorized to testify the Consent or Concurrence of the Crown; and such Instrument, being so sealed or executed, shall be deemed and taken, for the Purposes of this Act, to be an Execution by the Patron of the Benefice.

Corporate Bodies may act by their Common Seal.

X. And be it enacted, That in any Case in which the Consent or Concurrence of the Patron of any Benefice or of the Lord of any Manor is hereby required, and the Patronage of such Benefice, or (as the Case may be) the Lordship of such Manor, shall belong to any Dean and Chapter, or Collegiate or other Corporate Body having a Common Seal, the Consent or Concurrence of such Dean and Chapter, or Collegiate or other Corporate Body, shall be testified by the

the sealing of the Instrument by which such Consent or Concurrence is to be testified with the Common Seal of such Dean and Chapter, Collegiate or other Corporate Body.

Person who for the Time being would be entitled to present shall be considered the Patron.

XI. And be it enacted, That the Person or Persons (if not more than Two), or the Majority of the Persons (if more than Two), or the Corporation, who or which would for the Time being be entitled to the Turn or Right of Presentation to any Benefice if the same were then vacant, shall, for the Purposes of this Act, be considered to be the Patron thereof: Provided nevertheless, that in the Case of the Patronage being exercised alternately by different Patrons, the Person or Persons (if not more than Two), or the Majority of the Persons (if more than Two), or the Corporation, who or which would for the Time being be entitled to the Second Turn or Right of Presentation to any Benefice, if the same were then vacant, shall, for the Purposes of this Act, jointly with the Person or Persons or Corporation entitled to the First Turn or Right of Presentation, be considered to be the Patron thereof.

Provision where any Person shall sustain more than One of the Characters of Bishop, Patron, and Incumbent.

XII. And be it enacted, That in all Cases in which any Person shall sustain any more than One of the aforesaid Characters of Bishop of the *Diocese*, Patron, Lord of the Manor, and Incumbent, in respect of any Benefice to which the Provisions of this Act extend, every such Person shall or may at any Time act in both or all of the Characters which he shall so sustain as aforesaid, and execute and do all and every or any of such Deeds and Acts as are hereby authorized to be executed and done, as effectually as different Persons, each sustaining One of those Characters, could execute and do the same.

The Power of the Act to extend to Lands, &c. held in Trust for Corporations.

XIII. And be it enacted, That whenever any Lands or Hereditaments proposed to be leased under the Provisions of this Act are or shall be vested in any Trustee or Trustees, in Trust for or for the Benefit of any Incumbent hereby empowered to grant Leases as aforesaid, in such a Manner as that the net Income or Three Fourth Parts at the least of the net Income of such Lands and Hereditaments is, are, or shall be payable for the exclusive Benefit of such Incumbent, all the Powers of this Act which, in case such Lands and Hereditaments had been legally vested in such Incumbent for the sole and exclusive Benefit of such Incumbent, might have been exercised by such Incumbent in relation to or affecting the same Lands and Hereditaments, shall or may be exercised by such Incumbent in the same or the like Manner as the same might have been exercised by such Incumbent in case the same Lands and Hereditaments were legally vested in such Incumbent as aforesaid; but in order to give legal Effect to any Lease to be executed in relation to any such Lands and Hereditaments, in pursuance of this Act, the Trustee or Trustees of the Premises intended to be affected thereby shall be made a Party or Parties to such Lease (in addition to the other Parties whose Concurrence is hereby declared to be requisite to any such Lease), and shall join in the Demise intended to be thereby made; and the Trustee or Trustees of any such Lands or Hereditaments

ments is and are hereby directed and required at all Times to execute any Lease to which he or they may be made a Party or Parties, with a view to give legal Effect to any such Lease as aforesaid, as soon as the same may be tendered to him or them for Execution, after the same shall have been duly executed by the Incumbent beneficially entitled to such Premises, and the Bishop and Patron, whose Consents are hereby declared to be requisite to the Validity of any Lease granted by such Incumbent; and the Fact that any such Lease is executed by the said other Parties shall be a sufficient Authority for the Execution thereof by the Trustee or Trustees of the same Premises, and it shall not at any Time afterwards be necessary for such Trustee or Trustees, or for any other Person or Persons, to prove that such Deed was executed by such other Parties, or any of them, prior to the Execution thereof by such Trustee or Trustees; provided that no Trustee shall by virtue of or under this Provision be compellable to execute any Lease whereby he shall render himself in any way liable, further than by a Covenant for quiet Enjoyment by any Lessee against the Acts of the Trustee executing such Deed.

Incumbent's Part of all Instruments, and all Maps, &c. shall be deposited in the Bishop's Registry, except as to Peculiars belonging to Bishops.

XIV. And be it enacted, That the Part of every Lease granted under this Act, which shall belong to any Incumbent, or, in case there shall not be more than One Part of any such Lease, an attested Copy thereof, and every Surrender to be made under this Act, together with the Writing by which a Surveyor shall have been appointed as aforesaid, and the Map or Plan, or Copy of or Extract from a Map or Plan, (as the Case may be,) Certificate, Valuation, and Report herein-before directed to be made before the granting of such Lease, shall, within Six Calendar Months next after the Date of such Lease, be deposited in the Office of One of the Registrars of the Diocese wherein such Benefice shall be locally situated, to be perpetually kept and preserved therein, except where the Benefice shall be under the Peculiar Jurisdiction of any Archbishop or Bishop, in which Case the several Documents before mentioned shall be deposited in the Office of the Registrar of the Peculiar Jurisdiction to which such Benefice shall be subject; and such Registrars respectively, or their respective Deputies, shall, upon any such Deposit being so made, sign and give unto the Incumbent a Certificate of such Deposit; and such Lease or attested Copy and other Documents so to be deposited shall be produced, at all proper and usual Hours, at such Registry, to the Incumbent of the Benefice for the Time being, or to the Patron of such Benefice for the Time being, or to any Person on their or either of their Behalf, applying to inspect the same; and an Office Copy thereof, respectively certified under the Hand of the Registrar or his Deputy, (and which Office Copy, so certified, the Registrar or his Deputy shall in all Cases, upon Application in that Behalf, give to the Incumbent for the Time being of such Benefice,) shall in any Action against the Lessee, and in all other Cases, be admitted and allowed in all Courts whatsoever as legal Evidence of the Contents of such Lease, or of any such other Document, and of the due Execution of the Counterpart of such Lease by the Lessee, if there shall be any Counterpart, and of the due Execution of the Lease and of every such other Document by the Parties who on the Face of such Office Copy shall

Deposited Documents to be produced to Incumbent or Patron on Application; and Office Copies given, which are to be admitted as Evidence of such Instruments in all Courts.

Charges which the Registrar is entitled to make.

shall appear to have executed the same; and every such Registrar shall be entitled to the Sum of Five Shillings, and no more, for so depositing as aforesaid the Documents herein-before directed to be deposited, and for certifying the Deposit thereof, and the Sum of One Shilling, and no more, for each Search and Inspection, and the Sum of Sixpence, and no more, over and besides the Stamp Duty (if any) for each Folio of Seventy-two Words of each Office Copy so certified as aforesaid.

Interpretation of Act.

XV. And be it enacted, That in the Construction and for the Purposes of this Act the several following Words shall have the Meanings herein-after assigned to them respectively (unless there shall be something in the Subject or Context repugnant to such Construction); (that is to say,)

The Word "Person" shall be construed to include the Queen's Majesty, and any Corporation, Aggregate or Sole, as well as private Individual:

The Word "Lands" shall be construed to include Lands of any Tenure:

The Word "Benefice" shall be construed to comprehend every Rectory, Vicarage, Perpetual Curacy, Donative, endowed Public Chapel, Parochial Chapelry, and District Chapelry, the Incumbent of which in right thereof shall be a Corporation Sole:

And every Word importing the Singular Number shall extend and be applied to several Persons or Things as well as one Person or Thing; and every Word importing the Plural Number shall extend and be applied to one Person or Thing as well as to several Persons or Things:

And every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male.

To what Parts only the Act shall extend.

XVI. And be it enacted, That this Act shall extend only to that Part of the United Kingdom called *England* and *Wales*, and to the *Isle of Man*, and to the Islands of *Guernsey*, *Jersey*, *Alderney*, and *Sark*.

Act may be amended this Session.

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

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1842.