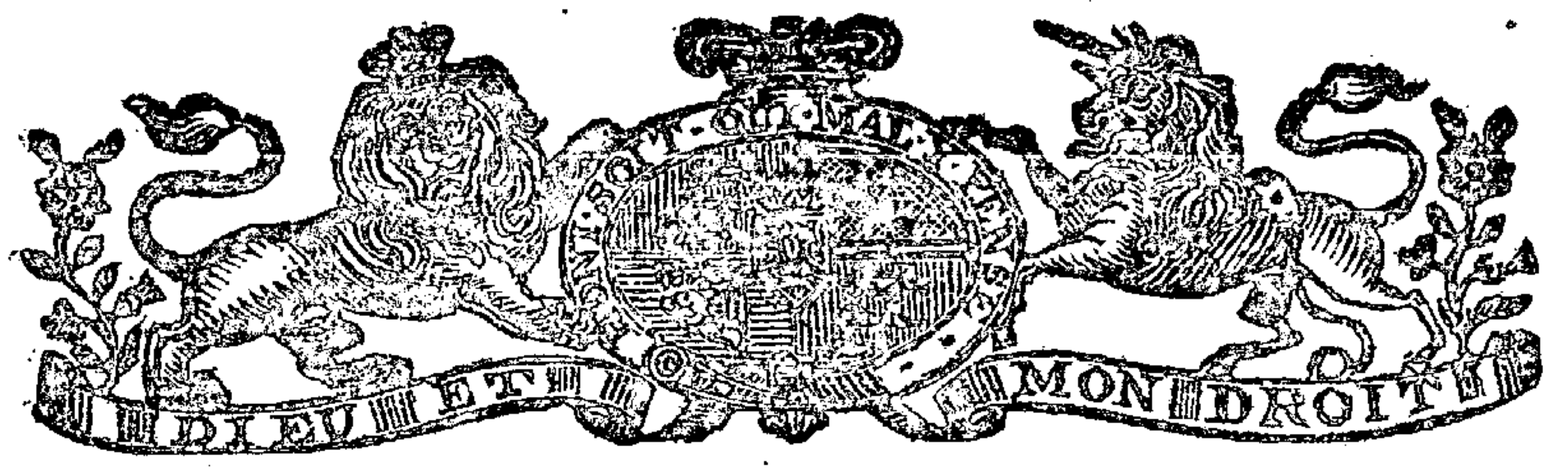


ANNO QUINQUAGESIMO

GEORGII III. REGIS.

Cap. 195.

An Act for vesting a certain Plot of Land on *Wandon* otherwise *Wavendon* Heath in the County of *Buckingham*, in the Most Noble *John* Duke of *Bedford* in Fee Simple, and for charging the same and certain Estates of the said Duke with a perpetual Annual Rent Charge, to be payable to the Churchwardens and Overseers of the Poor of the Parish of *Wandon* otherwise *Wavendon* in the said County, in Manner and upon the Trusts therein mentioned.

[15th *June* 1810.]

WHEREAS by an Act passed in the Twenty-eighth Year of the Reign of His present Majesty, intituled, *An Act for dividing and inclosing the several Open and Arable Fields, Meadows, Heath, Commons, and Waste Grounds, within the Manor and Parish of* Wandon *otherwise* Wavendon, *in the County of* Bucks; it was enacted, that the Commissioners therein named should assign, set out and allot unto the Churchwardens and Overseers of the Poor of *Wandon* otherwise *Wavendon* aforesaid, for the Time being; such distinct Parts and Parcels of the Heath called *Wandon* otherwise *Wavendon Heath*, (not being of less Quantity in the Whole than One hundred and fifty Acres), as in the Judgement of the said Commissioners would be sufficient to supply such Inhabitants or Occupiers of Messuages, Dwelling-houses, or Cottages within the said Parish, and who belonged thereto and did not occupy any Lands or Tenements of more than the Yearly Value of Five Pounds, and 28 G. 3. recited.

who would have no Allotment by virtue of the ſaid Act, with Fuel for Firing as therein-after mentioned, and that immediately after the Execution of the Award therein-after mentioned, it ſhould be lawful for every Inhabitant or Occupier for the Time being of a Meſſuage, Dwelling-houſe or Cottage, within the ſaid Pariſh of *Wandon* otherwiſe *Wavendon*, not occupying Lands or Tenements of more than the Yearly Value of Five Pounds, and having no Allotment by virtue of the ſaid Act, to cut, take, and carry away Furze, Whins, Turf, and Flags thereon for their Firing, to be ſpent, uſed, and conſumed in the ſaid Pariſh of *Wandon* otherwiſe *Wavendon* in ſuch Manner and at ſuch Times in the Year, and in ſuch Quantities and under ſuch Regulations as the ſaid Churchwardens and Overſeers of the Poor of the ſaid Pariſh for the Time being, or the major Part of them, ſhould within the firſt Fortnight in *January* in every Year appoint, and not otherwiſe; and that ſuch Allotments when ſet out ſhould be deemed to be veſted in the Churchwardens and Overſeers of the Poor of the ſaid Pariſh for the Time being for ever, in Truſt and for the Uſe of ſuch Perſons as aforeſaid: And whereas th Commiſſioners named in the ſaid Act did by their Award in Writing, bearing Date the Ninth Day of *March* One thouſand ſeven hundred and ninety-one, award, aſſign, and allot unto the Churchwardens and Overſeers of the Poor for the Time being of the ſaid Pariſh of *Wandon* otherwiſe *Wavendon*, ſuch Encroachments as had been made upon the ſaid Heath within the Space of Twenty Years previous to the paſſing of the ſaid Act, and a Plot or Parcel of Land on the ſaid Heath containing One hundred and fifty Acres, excluſive of Roads over the ſame, and alſo excluſive of Two Pieces of Land containing Two Acres in the Midſt thereof; and the ſame Encroachments, Plot or Parcel of Land are thereby declared to be veſted in the ſaid Churchwardens and Overſeers, in Truſt as herein-before is mentioned: And whereas by Articles of Agreement bearing date the Twenty-fourth Day of *April* One thouſand eight hundred and nine, and made or expreſſed to be made between the Moſt Noble *John* Duke of *Bedford* of the firſt Part; the Reverend *John Fiſher* Clerk, Rector of the ſaid Pariſh of *Wandon* otherwiſe *Wavendon*, of the Second Part; *John Battams* and *Thomas Plowman*, the Churchwardens of the ſaid Pariſh of *Wandon* otherwiſe *Wavendon*, of the Third Part; *George King* and *Thomas Odams*, the Overſeers of the Poor of the ſame Pariſh, of the Fourth Part; and the ſeveral other Perſons whoſe Names and Seals are ſet and affixed to the ſaid Articles of Agreement, Inhabitants of the ſame Pariſh, of the Fifth Part; it was agreed between the ſame Parties thereto that all ſuch Acts, Deeds and Aſſurances whatſoever ſhould be forthwith had, made, done and executed at the Coſts and Charges of the ſaid *John* Duke of *Bedford* by the ſaid Churchwardens and Overſeers, and their Succeſſors, as would effectually veſt the ſaid Encroachments and Piece or Parcel of Land in the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, for his and their proper Uſe and Benefit, abſolutely freed and diſcharged from the Truſts and Purpoſes in the ſaid Act and Award expreſſed and contained of and concerning the ſame, and to be in Exchange for the Proviſions therein-after agreed to be ſecured for the Benefit of the ſaid Poor; and that in conſideration of veſting the ſaid Encroachments, Plot or Parcel of Land in the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, as therein and herein-before is mentioned, all ſuch Acts, Deeds, Conveyances and Aſſurances whatſoever ſhould be forthwith made, done and executed by the ſaid Churchwardens and Overſeers, and their Succeſſors, and the ſaid *John* Duke of *Bedford* at the Coſts and Charges

Charges of the ſaid Duke, his Heirs and Aſſigns, as would effectually ſubject the ſaid Encroachments and Piece or Parcel of Ground, and a ſufficient or competent Part or Parts of the Eſtates of the ſaid *John* Duke of *Bedford* in the Counties of *Bedford* and *Bucks*, or One of them, with the Payment of an Annual Sum or Rent Charge of Three Hundred Pounds of lawful Money of *Great Britain* to the Churchwardens and Overſeers for the Time being of the Pariſh of *Wandon* otherwiſe *Wavendon* aforeſaid, and their Succeſſors for ever, by Two equal Half-yearly Payments in every Year, and the Firſt Half-yearly Payment to be made on the Twenty-ninth Day of *September* then next enſuing, and to be in Exchange for the Encroachments, Plot or Parcel of Ground therein-before agreed to be veſted in the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and to be ſubject to the Powers and Proviſoes therein contained and herein-after mentioned; (that is to ſay), it was thereby agreed and declared that the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, ſhould every Year (giving Ten Days previous Notice thereof to the Churchwardens and Overſeers of the ſaid Pariſh of *Wandon* otherwiſe *Wavendon* for the Time being) cauſe to be laid at or near the Church-yard of the ſaid Pariſh of *Wandon* otherwiſe *Wavendon*, ſometime in the Month of *Auguſt* and *September* or One of them in every Year, ſuch a Number of Tons of Coals as therein and herein-after mentioned; (that is to ſay), if the Market Price of Coals (Carriage included) ſhould be at or exceed the Sum of One Pound Ten Shillings *per* Ton, then One Hundred Tons of Coals; but if the ſame ſhould not amount to the Sum of One Pound Ten Shillings *per* Ton, then ſuch a Number of Tons of Coals as with the Carriage thereof ſhould be equal in Value to the Sum of One hundred and Fifty Pounds; and it was thereby agreed, that the then preſent Market Price of Coals (Carriage included) ſhould be taken to be at the Rate of One Pound Ten Shillings *per* Ton, and ſhould be taken and conſidered to be at that Rate till the Twenty-fifth Day of *March* One thouſand eight hundred and fourteen; and that on the Twenty-fifth Day of *March* One thouſand eight hundred and fourteen, and thenceforth on the Twenty-fifth Day of *March* in every ſucceeding Fifth Year, the actual Market Price of Coals (Carriage included) ſhould be ſettled and fixed by the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and by the ſaid Churchwardens and Overſeers for the Time being, and if they ſhould not agree thereupon the ſame ſhould be ſettled by the Juſtices of the then next General Quarter Seſſions to be held for the ſaid County of *Bucks*, or if they refuſed to ſettle the ſame, then by Two Perſons, One of whom ſhould be choſen by the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and the other by the ſaid Churchwardens and Overſeers for the Time being; or if ſuch Two Perſons ſhould diſagree, then by ſome Third Perſon appointed by the Two Perſons firſt choſen; and that until ſuch New Rate ſhould be ſettled the Old Rate ſhould be acted upon, and every Rate ſo to be ſettled ſhould continue for Five Years from the Time on which the ſame ſhould be made or ought to have been made: Provided always, that if the ſaid Churchwardens and Overſeers ſhould on the Twenty-fifth Day of *March* in any One Year deſire to receive in Wood a Proportion of the Value of the ſaid Coals during the then following Year, and ſhould on the ſaid Twenty-fifth Day of *March* give Notice thereof to the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, at his or their uſual Place of Abode or Dwelling, then and in that Caſe ſuch proportionable Part as aforeſaid of the Value of the ſaid Coals ſhould be rendered or ſatisfied in Wood, and the Value of ſuch Proportion of Wood, in caſe the ſaid

John Duke of *Bedford*, his Heirs and Aſſigns, and the ſaid Churchwardens and Overſeers for the Time being ſhould diſagree about the ſame, ſhould be ſettled by Two Perſons, one of whom ſhould be choſen by the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and the other by the ſaid Churchwardens and Overſeers for the Time being, and if ſuch Two Perſons ſhould diſagree, then by ſome Third Perſon appointed by the Two Perſons firſt choſen; and it was thereby agreed and declared, That the yearly Sum of Three hundred Pounds thereby agreed to be limited to the ſaid Churchwardens and Overſeers as aforeſaid, ſhould be a Security to them and their Succeſſors for the Performance of the Agreement therein expreſſed and contained, ſo far as the ſame ought to be performed on the Part of the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, for which Purpoſe it was thereby agreed and declared that the ſaid Churchwardens and Overſeers, and their Succeſſors, ſhould from Time to Time forbear and ceaſe from requiring or receiving the ſaid Rent while the ſaid Duke of *Bedford*, his Heirs and Aſſigns, ſhould deliver the ſaid Coals or Wood, according to the Terms of the ſaid Agreement; but if the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, ſhould at any Time or Times thereafter neglect or refuſe to deliver the ſaid Coals or Wood, then and in every ſuch Caſe and ſo often as the ſame ſhould happen, they the ſaid Churchwardens and Overſeers ſhould and might claim, demand, recover and receive the ſaid Annual Sum of Three Hundred Pounds, and by, with, and out of the ſame ſhould find ſuch Fuel for the Poor of the ſaid Pariſh as ſhould be equal to the Value of the Fuel which the ſaid Churchwardens and Overſeers, and their reſpective Succeſſors ought to have received, and ſhould not have received from the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and apply the ſame in procuring ſuch Fuel accordingly, and alſo ſhould by, with and out of the ſaid Annual Sum or Yearly Rent of Three hundred Pounds retain to and reimburſe themſelves all ſuch Coſts, Charges and Expences, as ſhould be incurred or ſuſtained by them the ſaid Churchwardens and Overſeers, by reaſon that he the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, ſhould neglect or refuſe to provide ſuch Coals or Wood, and ſhould render the Surplus thereof (if any) to the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, and it was thereby further agreed and declared by and between the ſaid Parties thereto, that the Coals and Wood agreed to be provided by the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, ſhould be applied by the ſaid Churchwardens and Overſeers for the Benefit of the ſame Perſons, and in ſuch and the ſame Manner, and under the ſame Reſtrictions as in the ſaid Award is expreſſed or provided of and concerning the Fuel thereby provided and directed to be applied, or as near thereto as the Nature and Circumſtances of the Caſe would admit; and it was thereby laſtly agreed and declared by the ſaid Parties, that the ſaid *John* Duke of *Bedford*, his Heirs and Aſſigns, ſhould and would at his and their proper Coſts and Charges uſe his and their utmoſt Endeavours to procure an Act of Parliament for carrying the Purpoſes of the ſaid Agreement into full Execution: And whereas the ſaid Encroachments and Piece or Parcel of Land are comprized in the Firſt Schedule to this Act: And whereas the ſaid *John* Duke of *Bedford* is ſeiſed or entitled of or to the Meſſuage, Lands and Hereditaments ſituate in the County of *Bedford*, compriſed in the Second Schedule to this Act, for an Eſtate of Inheritance in Fee Simple: And whereas the ſaid *John* Duke of *Bedford* is deſirous and it would be highly advantageous to the ſeveral Perſons intereſted in the ſaid Encroachments and Piece or Parcel of Land, that the ſaid Agreement

ſhould

should be carried into Execution, but the same cannot be effected without the Aid and Authority of Parliament; wherefore Your Majesty's most dutiful and loyal Subject the said *John* Duke of *Bedford*, doth beseech Your Majesty, and your Majesty's most dutiful and loyal Subjects, *John Battams*, *Thomas Plowman*, and *Thomas Hart*, being now the Churchwardens and Overseers of the Poor of the Parish of *Wandon* otherwise *Wavendon*, on the Behalf of the several Persons interested in the said Encroachments and Piece or Parcel of Land, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That immediately after the passing of this Act, the Encroachments and Piece or Parcel of Land mentioned and comprised in the First Schedule to this Act, with their Appurtenances, shall be and the same are hereby vested in the said *John* Duke of *Bedford*, his Heirs and Assigns, to the Use of him the said *John* Duke of *Bedford*, his Heirs and Assigns, for ever freed and discharged of and from the Trusts, Powers and Declarations in the Act of Parliament and Award herein-before recited, expressed, and contained of and concerning the same.

Premises described in the first Schedule vested in the Duke of Bedford.

II. And be it further enacted, That immediately after the passing of this Act the said Encroachments and Piece or Parcel of Land, together with the Messuage, Lands and Hereditaments mentioned and comprised in the Second Schedule to this Act, shall be charged and chargeable with a perpetual Annual Sum or Yearly Rent of Three Hundred Pounds, to be payable to the Churchwardens and Overseers of the Poor of the said Parish of *Wandon* otherwise *Wavendon*, and their Successors, by Two equal Half Yearly Payments in every Year, that is to say, on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* in each Year, and the First Payment thereof to be made on the Twenty-ninth Day of *September* next ensuing the passing of this Act; and that in case and when and so often as the said Annual Sum or Yearly Rent shall be in Arrear by the Space of Forty Days next after any or either of the Days or Times on or at which the same is made payable as aforesaid, it shall be lawful for the Churchwardens and Overseers of the Poor of the said Parish for the Time being to enter into all or any Part of the Messuage, Lands and other Hereditaments comprised in the said First and Second Schedules to this Act, and distrain upon the same or any Part thereof for the said Annual Sum or Yearly Rent of Three Hundred Pounds, or so much thereof as shall be in Arrear, and for all Costs and Expences incident to or occasioned by the Non-payment thereof, in such Manner as Landlords are by Law empowered to distrain for Rent reserved on common Demises or Leases for Years.

Premises described in the First and Second Schedules charged with an annual Payment to the Churchwardens and Overseers of the Poor of Wavendon.

III. Provided always, and be it further enacted and declared, That the said Churchwardens and Overseers, and their Successors, shall stand and be seised or possessed of and interested in the Annual Sum or Yearly Rent hereby made payable to them as aforesaid, upon and for such Trusts, Intents, and Purposes, and subject to such Declarations and Agreements, as in the said recited Articles of Agreement are expressed and declared of and concerning the annual Sum or yearly Rent Charge of Three hundred Pounds therein mentioned.

Declaration of the Trusts of the Rent Charge.

General Saving.

IV. Saving always, to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politick or Corporate, his, her, or their Heirs, Succeſſors, Executors, Adminiſtrators and Aſſigns, (other than and except the ſaid *John* Duke of *Bedford*, his Heirs, Executors, Adminiſtrators, and Aſſigns, and the reſpective Perſons intereſted or claiming to be intereſted in the Hereditaments compriſed in the Firſt Schedule to this Act, under or by virtue of the ſaid in Part recited Act of the Twenty-eighth Year of His ſaid preſent Majeſty's Reign, and the Award of the ſaid Commiſſioners made in purſuance thereof), all ſuch Eſtates, Rights, and Intereſts, as they, or any of them, had or enjoyed in the Meſſuage, Lands, and Hereditaments compriſed in the Firſt and Second Schedules to this Act previouſly to the paſſing of this Act, or could or might have had or enjoyed in caſe this Act had not been made.

Evidence Clauſe.

V. And be it further enacted, That this Act ſhall be printed by the Printer to the King's moſt Excellent Majeſty, and a Copy thereof ſo printed ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

The FIRST SCHEDULE to which the foregoing Act refers.

A Schedule and Valuation of the Plot or Parcel of Land in the Pariſh of Wandon otherwiſe Wavendon, in the County of Bucks, intended to be veſted by the foregoing Act in the Duke of Bedford, in Fee Simple, and to be charged, together with the Meſſuage and Lands of the ſaid Duke mentioned in the Second Schedule, with the perpetual Annual Sum or yearly Rent Charge of Three hundred Pounds.

THE Plot or Parcel of Land called the Wandon Poor Fuel Allotment, ſituate, lying, and being in the Pariſh of Wandon otherwiſe Wavendon, in the County of Bucks, being formerly Part of a certain Heath, called Wandon otherwiſe Wavendon Heath, containing by Admeaſurement One hundred and fifty Acres, excluſive of Roads over the ſame; and alſo excluſive of Two Pieces of Land containing Two Acres in the Midſt thereof, allotted as in the Award recited in the foregoing Act is mentioned, bounded on the North-weſt by a publick Road leading from Bow Brickhill Heath, Eaſterly towards Hogſtye End; on the North-eaſt by certain Allotments, made by the ſaid Award to Arabella Denniſon and the Coheirs of Roger Altham, deceaſed; on Part of the South by the Pariſh of Woburn; the Remainder of the South and Parts of the Eaſt by certain Encroachments called Long Slade; on the Remainder of the Eaſt by a certain Allotment made by the ſaid Award to Dixie Gregory and Ellen Wells; and on the Weſt by the Heath called Bow Brickhill Heath.

The annual Value of the above Land to plant does not exceed the Sum of Ten Shillings per Acre.

Edward Platt.

The SECOND SCHEDULE to which the foregoing Act refers.

A Schedule and Valuation of the Pieces or Parcels of Land in the Parish of Crawley otherwise Husborne Crawley, in the County of Bedford, belonging to the Duke of Bedford, and intended, with the Plot of Land mentioned in the First Schedule, to be charged by the foregoing Act with the perpetual Annual Sum or yearly Rent Charge of Three Hundred Pounds.

	Observations.	Annual Value. £. s. d.
ALL that Piece or Parcel of Land or Ground, with the Messuage, Tenement, or Farm-house and Offices on Part thereof lately erected and built, situate, lying and being in the Parish of Crawley otherwise Husborne Crawley, in the County of Bedford, being formerly Part of certain Fields there, called Red Field, Mill Field, Broad Mead Common, and Pining Plot Common, containing by Admeasurement One hundred and forty-eight Acres Two Roods and Thirty-two Perches; bounded on Part of the North by the Road leading from the North West Corner of Fryingpan Pightle towards Ridgemont; on the East by a Public Bridle Road leading from Crawley to Lidlington; on the South by the Seventh Allotment made to Francis late Duke of Bedford, by the Award of the Commissioners acting under the Crawley Inclosure Act; on Part of the West by the Marston Road; on the remaining Part of the North and on other Part of the West by the Fourteenth Allotment made to the said Francis late Duke of Bedford by the said Award; and on the remaining Part of the West by the Fifteenth Allotment made to the said Francis late Duke of Bedford by the said Award; and which said Piece or Parcel of Land or Ground is now divided into several Pieces or Parcels, and the same are in the respective Occupations of Thomas Turney, William Rutley, James Redman, and Samuel Smith, and the said Messuage, Tenement, or Farm-house and Offices are now in the Occupation of the said Thomas Turney - - - -	This Land and the next mentioned Piece or Parcel of Land were allotted to Francis late Duke of Bedford by the Award of the Commissioners acting under the Crawley Inclosure Act, in lieu of Tythes	223 1 —
ALL that other Piece or Parcel of Land or Ground situate lying and being in the Parish of Crawley otherwise Husborne Crawley aforesaid, being formerly Part of a Field there called Red Field, containing by Admeasurement Thirty-five Acres and Thirty-five Perches, bounded on Part of the North-east and a small Part of the West by the Parish of Ridgemont; on the remaining Part of the North-east and Part of the East by an Allotment made by the said last-mentioned Award		

	Observations.	Annual Value.
		£. s. d.
to Daniel Norris; on Part of the South by the ſaid Road leading from the North-weſt Corner of Fryingpan Pightle towards Ridgemont; on Part of the Weſt, remaining Part of the South, and the remaining Part of the Eaſt, by an Allotment made by the ſaid Award for a public Gravel-pit, and on other Part of the Weſt by certain old Incloſures of the ſaid Duke; and on the North and remaining Part of the Weſt by an old Incloſure now or late belonging to John Goodman, and which ſaid Piece or Parcel of Land or Ground is now in the Occupation of the ſaid Thomas Turney - - - -	- - -	52 16 .6
ALL that Piece or Parcel of Land or Ground ſituate and being in the Pariſh of Crawley otherwiſe Huſborne Crawley aforeſaid, being formerly Part of a Field there called Hill Field, containing by Admeaſurement Twelve Acres three Roods and Eight Perches, bounded on the North by the Holcut Road; on the Eaſt by the Eighth Allotment made to the ſaid Francis late Duke of Bedford by the ſaid laſt-mentioned Award; on the South by Crawley Brook; and on the Weſt by an Allotment made by the ſaid Award in lieu of the Poor's Right of cutting Fuel, and which ſaid Piece or Parcel of Land or Ground is now in the Occupation of John Patrick Moore -	This Land was allotted to the ſaid Francis late Duke of Bedford by the ſaid Award, and deducted from the Crawley Charity Eſtates to defray the Expences of the Act and other Expences ſuch Eſtates were ſubject to -	19 4 0
ALL that Piece or Parcel of Ground ſituate and being in the ſaid Pariſh of Crawley otherwiſe Huſborne Crawley, being formerly Part of Hill Field, aforeſaid, containing by Admeaſurement Twenty-five Acres One Rood and Eight Perches, bounded on the North by the Tenth Allotment made to the ſaid Francis late Duke of Bedford by the ſaid Award; on the Eaſt by the Marſton Road; on the South by the Allotment made by the ſaid Award to the Feoffees of the Wavendon Charity Eſtates; and on the Weſt by the Pariſh of Ridgemont, and which ſaid Piece or Parcel of Land or Ground is now in the Occupation of Benjamin Baker - - -	This Land was allotted to the ſaid Francis late Duke of Bedford by the ſaid Award, and deducted from the Wavendon Charity Eſtates to defray the Expences of the Act and other Expences ſuch Eſtates were ſubject to -	30 7 2
		£325 8 8

Edward Platt.

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