ANNO QUINQUAGESIMO QUARTO

GEORGII III. REGIS.

Cap. 74.

An Act for confirming and eſtabliſhing a Diviſion and Incloſure of the Common Fields, Common Downs, and Waſtes, in the Pariſh of *Sutton Mandeville*, in the County of *Wilts*. [18th *May* 1814.]

Recital of Articles of Agreement of the 6th Dec. 1811.

WHEREAS by Articles of Agreement indented and made the Sixth Day of *December* in the Year One thouſand eight hundred and eleven, between *William Wyndham* of *Dinton*, in the County of *Wilts*, Eſquire; the Reverend *James Hibberd* Clerk, of *Sutton Mandeville*, in the ſaid County, and the ſeveral other Perſons whoſe Names were thereto ſubſcribed and Seals affixed; after reciting that there were ſituate within the Manor and Pariſh of *Sutton Mandeville* certain Common Fields, conſiſting of about Three hundred and ſeventy-five Acres, and a Common Down of about One hundred and ſeventy Acres, and that the ſaid *William Wyndham* was Lord of the ſaid Manor of *Sutton Mandeville*, and was alſo ſeiſed in Fee Simple of ſeveral Pieces or Parcels of Land in the ſaid Common Fields, and of the Right of Soil in the ſaid Down, and that the ſaid *William Wyndham* was Patron of the Rectory of *Sutton Mandeville* aforeſaid, and that the ſaid *James Hibberd* was Rector of the ſaid Pariſh, and as ſuch ſeiſed of ſeveral Pieces or Parcels of Glebe Land in the ſaid Common Fields, and in Right thereof entitled to Common of Paſture on the ſaid Down; and that the ſeveral other Perſons, Parties thereto, were reſpectively ſeiſed or poſſeſſed of or well entitled to the reſt of the ſaid Common Fields, either in Fee Simple or for one or more Life or Lives, or Terms of Years determinable on one or more Life

or Lives; and that they and the ſaid *William Wyndham* were reſpectively entitled to the reſt of the Paſture of the ſaid Down; and reciting that the ſeveral Parts of the ſaid Common Fields, of which the ſaid Parties were ſo reſpectively ſeiſed or poſſeſſed lie very much diſperſed, intermixt, and moſtly in very ſmall Parcels, and it would effect great Improvement of the ſaid Common Fields, and of the ſaid Down, and great Benefit to the ſeveral Perſons intereſted therein, if the ſame were conveniently divided, and their ſeveral Shares or Proportions laid conveniently for Occupation, and incloſed with proper Fences, and all Rights of Common determined and utterly extinguiſhed; it is witneſſed, and the ſeveral Parties thereto did thereby ſeverally and not jointly, nor the one of them for the others or other of them, but each of them for himſelf reſpectively, and his and their ſeveral and reſpective Heirs, Succeſſors, Executors, and Adminiſtrators, ſo far as they reſpectively lawfully might or could conſent, covenant, grant and agree, with and to the others and other of them, and with and to the Heirs, Succeſſors, Executors, and Adminiſtrators of the others and other of them, in Manner following; (that is to ſay), That the ſaid Common Fields and Common Downs, and other Waſte and Commonable Places, in the ſaid Pariſh of *Sutton Mandeville* ſhould be forthwith and as ſoon as might be, allotted, ſeparated, and divided amongſt them and in Proportion to their ſeveral Rights and Intereſts therein, and their ſeveral Shares incloſed by proper Fences, ſufficient Roads having been firſt laid out for the convenient Occupation of their ſeveral Shares; and to carry ſuch Purpoſe into Execution, the ſaid Parties did covenant and agree, in Manner aforeſaid, that *John Seagrim* of the Borough of *Wilton*, in the ſaid County of *Wilts*, Gentleman, ſhould be and he was thereby nominated and appointed by the ſaid Parties thereto, a Commiſſioner or Arbitrator for the Purpoſe of allotting, ſetting out, and dividing the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, to and amongſt the ſaid ſeveral Parties accordingly, and for carrying the ſeveral other Purpoſes therein-after mentioned into Execution, with ſuch Powers and ſubject to ſuch Rules and Directions as were therein-after mentioned; and that in caſe the ſaid *John Seagrim* ſhould die, or refuſe to act, or become incapable of acting as a Commiſſioner or Arbitrator for the Purpoſes aforeſaid, before all the Powers, Authorities, and Truſts thereby or expreſſed, or intended to be thereby repoſed in him, ſhould be fully executed and performed, it ſhould and might be lawful to and for the major Part in Number and Value of the ſeveral Proprietors (Parties thereto) or their known Agents or Attornies, who ſhould be preſent at a Public Meeting to be held for that Purpoſe in purſuance of a Notice in Writing, to be ſigned by Two or more Proprietors, and affixed upon the principal Door of the Pariſh Church of the ſaid Pariſh of *Sutton Mandeville*, at leaſt Fourteen Days before ſuch Meeting, to appoint a fit and proper Perſon, not intereſted in the Premiſes, to be a Commiſſioner or Arbitrator in the Place of the ſaid *John Seagrim*; and in caſe any Commiſſioner or Arbitrator who ſhould be appointed in the Place of the ſaid *John Seagrim* ſhould die, refuſe to act, or become incapable of acting as aforeſaid, ſuch future Vacancy or Vacancies ſhould in like Manner be filled up by the Majority in Number and Value of the ſaid Proprietors, as aforeſaid; and every Perſon who ſhould be nominated and appointed a Commiſſioner or Arbitrator in Manner aforeſaid, ſhould have the like Powers and Authorities, and ſhould be ſubject to the ſame Reſtrictions, as if he had been appointed a Commiſſioner or Arbitrator by the ſaid

Agreement; and every Inſtrument of Nomination and Appointment of a new Commiſſioner or Arbitrator, or Perſon to act in the Execution of thoſe Preſents, ſhould be annexed to and taken as Part of the ſaid Agreement; and for the more juſt and regular Diviſion of the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, it is thereby further conſented to, covenanted, concluded, and mutually agreed, by and between the ſaid Parties to thoſe Preſents, that the ſaid *John Seagrim* ſhould ſurvey and value the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, and make or cauſe to be made an Admeaſurement and Plan thereof, which Admeaſurement or Plan ſhould ſpecify and ſet forth the Number of Acres, Roods, and Perches, contained in the Lands and Grounds thereby intended to be divided and allotted, and a particular Deſcription of the diſtinct Property of each and every of the ſaid Proprietors, in the ſame Lands and Grounds at the Time of making ſuch Survey, and ſhould alſo deſcribe and delineate all ſuch Particulars as might be proper and neceſſary for the more effectually enabling the ſaid *John Seagrim* to carry the Purpoſes of the ſaid Agreement into Effect; and that the ſaid *John Seagrim* ſhould do every Thing elſe which he ſhould find neceſſary or proper, in order to aſcertain the juſt Rights of the ſeveral Parties intereſted, and to enable himſelf to divide and allot the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, amongſt and unto the ſaid ſeveral Parties, in Proportion and according to ſuch Rights, having due regard to Quality, Contiguity and all other Circumſtances, which ought to be taken into Conſideration in the Caſe; and that after ſuch Survey, Valuation, Admeaſurement and Plan ſhould be made, and the ſaid *John Seagrim* ſhould be otherwiſe prepared as aforeſaid, he the ſaid *John Seagrim* ſhould, in the firſt Place, ſet out and appoint ſuch public and private Roads, Ways, and Paths, with ſuch Banks, Fences, Drains, and Watercourſes, as he ſhould think neceſſary, in, over, and acroſs the ſaid Common Fields and Common Downs, which Roads, Ways, and Paths, Banks, Fences, Drains and Watercourſes, when ſo ſet out, ſhould be made, erected and completed, and at all Times thereafter be cleanſed and kept in Repair by ſuch Perſon or Perſons as the ſaid *John Seagrim* ſhould, by his Award to be made as thereinafter was mentioned, direct; and that he ſhould afterwards divide, ſet out, allot and award the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, thereby intended to be allotted and divided, unto, for, and amongſt all and every the ſaid ſeveral Parties, Proprietors thereof, in Proportion and according to their ſeveral and reſpective Eſtates, Right of Soil, and other Rights and Intereſts therein as aforeſaid, and allot, ſet out, and divide their ſeveral and reſpective Shares accordingly, in ſuch Pieces or Parcels, Quantities, Shares and Proportions, as he ſhould think beſt, having due regard to the Quality, Situation, Quantity, Contiguity, Conveniency, and alſo to the reſpective Homeſteads of the ſaid ſeveral Parties, and other Circumſtances as aforeſaid, ſo as to lay the Allotments, as convenient and commodious to every of them as the general Particulars and Exchange of Property would in his Judgment admit of; and that the ſeveral Allotments ſo to be made and ſet out ſhould be in full Bar, Satisfaction and Extinguiſhment, of and for all Lands and Grounds, Right of Soil and Right of Common, and other Rights and Properties, of or belonging to the ſeveral and reſpective Perſons to or for whom ſuch Allotments ſhould be ſo ſet out, in, over, and upon the Lands thereby

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agreed and intended to be divided and allotted; and that the ſaid Diviſion and Allotments ſhould be completed, ſo that Poſſeſſion of their ſeveral Parts and Shares might be excluſively given to every of the Parties on or before the Tenth Day of *October* One thouſand eight hundred and twelve, and from and after that Time all Rights of Common belonging to or claimed by any Perſon or Perſons, in, over, and upon the Lands thereby agreed to be divided and allotted, ſhould ceaſe, determine, and for ever be extinguiſhed; provided that the ſeveral Tenants and Occupiers of the ſaid Premiſes, and each of them, ſhould have full and free Liberty to cut, harveſt, and carry away his, her, their, and each of their Crop or Crops of Corn, Hay, Seeds and Pulſe, at any Time before the Firſt Day of *November* then next, if the ſame could not ſooner be conveniently done; and that the ſaid Allotments, when made, ſhould be properly fenced round the Boundaries thereof, with Ditches, Banks and Quickſet Hedges, or other proper Fences; and that the ſaid *John Seagrim* ſhould make ſuch Orders, and give ſuch Directions for making ſuch Fences as he ſhould think fit and proper, and that the ſame Fences ſhould be made at ſuch Time, in ſuch Manner, and in ſuch Shares and Proportions, and the Expences thereof borne and paid by the ſeveral Parties to whom ſuch Lands ſhould be allotted, in ſuch Manner and in ſuch Proportions, according to the reſpective Intereſts of the ſaid ſeveral Parties thereto, of and in the ſaid Lands and Premiſes thereby intended to be divided and allotted, as the ſaid *John Seagrim* ſhould direct or appoint; and further, that the ſaid *John Seagrim* ſhould alſo make ſuch Orders and give ſuch Directions as he ſhould think fit and proper, as to the Courſe of Huſbandry and Management of all and every of the ſaid Lands, and the cultivating and manuring the ſame, until the Diviſion, Incloſure and Fencing of the ſeveral Parts thereof ſhould have been completely effected (except in ſuch Reſpects and ſo far as Proviſion was made for ſuch Courſe of Huſbandry and Management by thoſe Preſents, and the Agreements therein contained, as therein-after more particularly mentioned and expreſſed) and in all other Particulars and Reſpects for the effectual Diviſion and Allotment of the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, and the complete Poſſeſſion and Enjoyment thereof, in Parts and Shares, in Severalty, by the Parties thereto, according to the true Intent and Meaning of thoſe Preſents; and further, that ſuch Incloſure ſhould, if practicable, be completed, ſo far as that the ſeveral Parties intereſted therein might know or be able to aſcertain the Land which he or they was or were to have in Severalty, on or before the Tenth Day of *May* One thouſand eight hundred and twelve; and that ſuch Part of the Common Fields as ſhould be in courſe to be ſown with Spring Corn, in the Spring next enſuing the Date of thoſe Preſents, ſhould be ſown with Barley or Oats, as had been cuſtomary, at the Diſcretion of the ſeveral Occupiers thereof, and not with other Corn, Grain, or Pulſe; and that there ſhould be ſown in and upon every Acre of ſuch Land which ſhould be ſo ſown with Barley or Oats, Six Pounds of Broad Clover, and One Buſhel and an Half of Hop and Rye Graſs Seeds, which Seeds ſhould be purchaſed by the ſaid *John Seagrim*, and ſown in and upon the ſaid Lands by ſome Perſon or Perſons to be appointed by him the ſaid *John Seagrim* for that Purpoſe, and ſhould be harrowed in *gratis*, in an huſbandlike Manner, by the Perſon or Perſons who ſhould or might reſpectively occupy the Lands on which the ſame ſhould be ſown; and that the Coſts and Charges of ſuch Seeds, and the Expences of ſowing the ſame reſpectively

ſpectively ſhould be repaid to the ſaid *John Seagrim* by the Perſon or Perſons to whom the ſaid ſeveral laſt-mentioned Pieces or Parcels of Land, or any Part thereof, ſhould be reſpectively allotted at ſuch Time or Times as he the ſaid *John Seagrim* ſhould direct; provided that no ſuch Seed ſhould be ſown in, upon, or with the Lands of any Perſon or Perſons who ſhould wiſh to decline having the Lands to be allotted to them by virtue of thoſe Preſents ſown with ſuch Graſs Seeds as aforeſaid, and who ſhould give Seven Days Notice in Writing previous to the Sixth Day of *April* then next, of ſuch his or their Wiſh, to the ſaid *John Seagrim*; and likewiſe that ſuch Parts of the ſaid Common Fields as ſhould in the uſual Courſe of Huſbandry, and according to the Cuſtom of the ſaid Pariſh of *Sutton Mandeville* be in Rotation to be fed and depaſtured in Common in the then next enſuing Year, and alſo the Common Downs belonging to the ſaid Pariſh, ſhould continue to be fed and depaſtured in Common, and ploughed as the ſame theretofore had been, until the Tenth Day of *October* then next, when the ſaid Diviſion and Allotment was to be completed as aforeſaid, and no longer, but ſubject nevertheleſs to ſuch Orders and Directions as the ſaid *John Seagrim* ſhould make, as to the Courſe of Huſbandry and Management of the ſaid Lands, and the cultivating and manuring thereof, and the ploughing and preparing the ſame for the enſuing Crop of Corn and Grain or otherwiſe; and that from and after the ſaid Tenth Day of *October*, all Rights of Common therein ſhould ceaſe and be extinguiſhed, according to the Proviſions therein-before contained: And it was thereby likewiſe covenanted and agreed, that the Expences of thoſe Preſents, and all other Deeds, Inſtruments, and Writings, concerning the ſaid intended Diviſion and Allotments, and alſo the Charges and Expences of the ſaid *John Seagrim*, for his Skill, Trouble, and Expences, and of ſurveying, meaſuring, and planning the ſaid Lands, ſhould be borne by the ſeveral Parties intereſted in the Premiſes, in Proportion to their ſeveral Eſtates and Intereſts in the ſaid Lands; and that to defray ſuch Expences the ſaid *John Seagrim* ſhould make a Rate upon them, and their ſeveral Shares of the ſaid Common Fields and Common Downs, and other Waſte and Commonable Places, in Proportion to ſuch their ſeveral Intereſts; and the ſaid Parties thereby covenanted, agreed, promiſed, and bound themſelves, in Manner aforeſaid, that they would well and truly pay the ſeveral Sums which ſhould be charged upon them, or the Lands to be allotted to them, by the ſaid *John Seagrim*, by ſuch Rate to be by him made as aforeſaid, and that they would ſeverally ſo pay the ſame into the Hands of the ſaid *John Seagrim*, within Fourteen Days after Demand thereof by him or his Agent; and alſo that they the ſaid ſeveral Parties ſhould and would ſeverally accept of the Allotments or Shares to be made to them reſpectively by the ſaid *John Seagrim*, and take Poſſeſſion thereof, on Notice to them given by the ſaid *John Seagrim* for that Purpoſe, in lieu and full Satisfaction of all their reſpective Lands, Rights of Common, Right of Soil, and other Rights and Intereſts in the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, thereby agreed to be divided and allotted; and that then and from thenceforth they the ſaid ſeveral Parties, whoſe Names were thereunder ſubſcribed and Seals affixed, ſhould and would remiſe and for ever quit claim, and extinguiſh all Right of Common and other Right whatſoever, belonging to or claimed by them, or any or either of them, in, over, or upon the ſaid Common Fields, Common Downs, and other Open and Commonable Places, thereby intended to be divided and allotted: And it

was further covenanted and agreed, that each and every Proprietor, Owner or Occupier of Lands, in the ſaid Common Fields, to whom any Part or Parts of the ſaid Fields of a Two Year's Lay ſhould be ſet out and allotted, ſhould pay into the Hands of the ſaid *John Seagrim*, at ſuch Time or Times as he ſhould direct, ſuch Sum or Sums of Money as he might deem adequate to the ſuperior Advantage to be derived to the Perſon or Perſons to whom ſuch Lands of Two Year's Lay ſhould be ſet out and allotted, over the Perſon or Perſons to whom Lands of One Year's Lay only, or Lands ſown with Corn, Grain, or Pulſe, in the preceding Year, ſhould be allotted; which Sum or Sums of Money ſhould be paid to and divided amongſt ſuch Perſon or Perſons to whom ſuch Lands of One Year's Lay, or Lands ſown with Corn, Grain, or Pulſe, in the preceding Year, ſhould be ſo ſet out and allotted, in ſuch Parts and Shares and Proportions, according to the Detriment which he or they ſhould or might receive from not having their or his Lands in order for an enſuing Wheat Crop, as the ſaid *John Seagrim*, or ſuch Commiſſioner ſo to be appointed as aforeſaid, ſhould in his Judgment think fit: And it was thereby provided, declared, and agreed, that if any Diſpute or Diſputes ſhould ariſe, between any of the Parties intereſted in the ſaid Lands and Premiſes intended to be divided and allotted, touching the reſpective Shares and Proportions which they or any of them ſhould claim to have therein or ought to have upon the ſaid Diviſion or Allotment, the ſaid *John Seagrim*, or ſuch Commiſſioner to be appointed in his room as aforeſaid ſhould, and he was thereby empowered, upon Examination of Witneſſes, and upon proper and ſufficient Enquiry, Evidence, and Satisfaction, to hear and determine the ſame; and whatſoever End, Order, or Determination, the ſaid *John Seagrim* ſhould make, of, for, or about the ſame, each of the ſaid Parties to thoſe Preſents did thereby, for himſelf and his reſpective Heirs, Executors, and Adminiſtrators, covenant, promiſe, and agree, to and with the others and other of them, his, her, and their Heirs, Executors, and Adminiſtrators, to ſtand to and abide by, without any further Suit or Trouble whatſoever: And it was thereby further agreed, by the ſeveral Parties, that in caſe any Sale or Exchange, or Agreement or Agreements in Writing or otherwiſe for the Sale or Exchange, Sales or Exchanges, ſhould be made of any of the ſaid Pieces or Parcels of the ſaid Common Fields, Common Down, or other Commonable Places, or any of them, or any Part thereof, or of the Rights or Intereſts of any Perſon or Perſons of or in the Premiſes, for any Sum or Sums of Money, or in lieu of other Parts or any other Part of the ſaid Common Fields or Common Downs, or of any old Incloſures or other Lands, it ſhould be lawful for the ſaid *John Seagrim*, or ſuch Commiſſioner to be appointed in his room as aforeſaid, to allot and award all and every or any Pieces or Parcels, or Piece or Parcel of the ſaid Common Fields or Common Down, or other Commonable Places, or ſuch old Incloſure or Incloſures, to ſuch Perſon or Perſons, as by virtue of ſuch Sale or Agreement, Sales or Agreements, or any of them, ſhould be entitled thereto; and that the Perſon or Perſons to whom ſuch Pieces or Parcels, Piece or Parcel, ſhould be ſo allotted, in conſequence of any ſuch Sales or Exchanges, Sale or Exchange, or Agreement or Agreements, ſhould and would accept and take, have, hold, and enjoy the ſame, and pay all and every ſuch Sum and Sums of Money as ſhould be charged thereon, in and by the Rate to be made by the ſaid *John Seagrim* as aforeſaid, and in all other Reſpects obſerve, perform, fulfil, and keep all the Orders,

Rules,

Rules, Regulations, and Directions therein contained, or which ſhould be made by the ſaid *John Seagrim* in relation thereto, in ſuch and the like Manner, to all Intents and Purpoſes, as was therein-before or therein-after agreed and expreſſed, in regard to the Shares, Pieces, or Parcels of the ſaid Common Fields, Common Downs, and other Commonable Places, which ſhould be allotted to, or taken by, any Perſon or Perſons, otherwiſe than by virtue of any Sale or Exchange: And for preventing all future Differences and Diſputes relating to the Diviſion of the Lands thereby agreed and intended to be divided, it was thereby alſo agreed and declared, by and between the ſaid Parties to thoſe Preſents, that as ſoon as conveniently might be after the ſaid Tenth Day of *October* then next, or after the ſaid *John Seagrim* ſhould have finiſhed and completed the Diviſion and Allotment of the ſaid Lands, he ſhould form and draw up, or cauſe to be formed and drawn up, an Award or Inſtrument in Writing, which ſhould expreſs the Quantity in Statute Meaſure of Acres, Roods, and Perches, contained in the ſaid Lands thereby agreed to be divided and allotted, and the Quantities and Extents of each and every Part and Parcel thereof, which ſhould be allotted to each of the Parties intereſted in and entitled to the ſame, and a Deſcription of the Situation, Abuttals, and Boundaries of the ſame Parcels and Allotments reſpectively, with proper Orders and Directions for making and completing proper Roads, Ways, Paths, Banks, Fences, Ditches, and Drains, and ſuch other Matters and Things, Rules, Orders, and Directions, as the ſaid *John Seagrim* ſhould judge neceſſary and proper to be inſerted therein, conformable to the Purport, true Intent, and Meaning of thoſe Preſents; and ſuch Award or Inſtrument ſhould be fairly engroſſed or written on Parchment with proper Stamps, and ſigned and ſealed by the ſaid *John Seagrim*, or ſuch Perſon as ſhould be appointed an Arbitrator or Commiſſioner in his room, as aforeſaid, and ſhould, within Six Calendar Months next after the ſame ſhould be ſo ſigned and ſealed as aforeſaid, be inrolled in One of His Majeſty's Courts of Record at *Weſtminſter*, or with the Clerk of the Peace of the ſaid County of *Wilts*, to the Intent, that Recourſe might be had thereto by any Perſon or Perſons intereſted in the ſaid intended Diviſion or Allotment; and after ſuch Inrolment the ſaid original Award ſhould be depoſited and kept in a Box or Cheſt within the Pariſh Church of *Sutton Mandeville* aforeſaid, to the like End and Intent as before mentioned; and the ſaid ſeveral Perſons (Parties thereto) did thereby, ſeverally and not jointly, nor the one for the other or others of them, or for the Heirs, Executors, Adminiſtrators, or Aſſigns of the other or others of them, but each of them for himſelf and his own Heirs, Executors, and Adminiſtrators, and for his and their own Acts only, covenant, promiſe, and agree with and to each other of them, and with and to the Heirs, Executors, and Adminiſtrators of each other of them, by thoſe Preſents, that they the ſaid ſeveral Perſons (Parties thereto) and each of them, ſhould and would ſeverally ſubmit to and abide by ſuch Diviſion and Allotments of the ſaid Common Fields, Common Downs, and other Commonable Places, ſo to be made as aforeſaid, and alſo ſhould and would ſtand to and abide by the Award of the ſaid *John Seagrim*, or ſuch other Perſon or Perſons as ſhould be appointed in his Place or Stead as aforeſaid, of and concerning the ſame, and ſtand to, obſerve, perform, fulfil, and keep all ſuch Orders, Rules, Regulations, and Directions, as ſhould be in and by ſuch Award mentioned, expreſſed, and ſet forth, of, about, touching, and concerning the ſaid Incloſure, Diviſion, and Allotment of the ſaid Common Fields, Common Downs, and other Commonable

Commonable Places as aforesaid, and accept the Allotments to be made to them in lieu of their Lands, Rights, and Interests to be given up, and that they or any of them should not, nor would, do or cause to be done, or concur or assist in doing, any Act, Matter, or Thing whatsoever, whereby or by Means, or in consequence whereof, any Person or Persons lawfully or equitably claiming under or by virtue of the said Agreement, or the Order or Award which should be made by the said *John Seagrim*, or such Person or Persons to be appointed in his Place as aforesaid, should or might be disturbed or interrupted in the peaceable and quiet Possession and full Enjoyment of the Shares, Pieces, or Parcels of the said Common Fields, Common Downs, and other Commonable Places, to be so allotted to them, or any of them, as aforesaid; but that it should and might be lawful to and for all and every the said Parties, peaceably and quietly to have, hold, occupy, possess, and enjoy the said several Shares, Pieces, and Parcels, as the same should respectively be allotted or awarded to them by the said *John Seagrim*, freed and discharged of and from all such Disturbance or Interruption, and exclusively of all Claims and Demands, Rights, and Interests whatsoever, of any other of the said Parties, or any other Person or Persons lawfully or equitably claiming or to claim, by, from, under, or in Trust for them or any of them; and lastly, that all and every of the said Parties should and would, at all Times thereafter respectively sign, seal, execute, make, do, and perform, all and every such further and other Acts, Deeds, Conveyances, Assurances, Matters, and Things whatsoever, whether of Record or not of Record, for the further, better, more perfectly, and absolutely or satisfactorily assigning, confirming, and assuring the several Shares, Pieces, or Parcels of the said Common Fields, Common Downs, and other Waste and Commonable Places, to and for the Use and Benefit of the several Persons to whom the same should be respectively allotted and set out by the said *John Seagrim* as aforesaid, and of their respective Heirs, Executors, Administrators, and Assigns, according to their several Titles, Rights, and Interests therein, as by such Persons respectively, or his or their Counsel in the Law, should be lawfully and reasonably devised or advised and required, so that such further Assurance or Assurances, or any of them, comprize or imply no further or other Warranty or Covenant, than against the Person or Persons to be required to make any such further Assurance, his, her, or their Heirs, Executors, or Administrators, Acts or Deeds, and so as he, they, or any of them, be not compellable to go from his or their respective Place of Residence for the doing thereof: And whereas the said Common Fields, Common Downs, and other Waste and Commonable Places, in the said Parish of *Sutton Mandeville*, were inclosed and divided and allotted amongst the several Persons interested therein, and various Exchanges were made between and amongst themselves, of several old Inclosures within the said Parish, and of the said Allotments or of Parts thereof, pursuant and in conformity to the Provisions of the said recited Agreement; and the Lands and Grounds so inclosed, divided, allotted, and exchanged as aforesaid, have ever since been taken Possession of, and are now held, by the several Persons interested therein, in Severalty; and the Terms of the said Agreement were strictly enforced and accepted by each of the Parties to the said Agreement: And whereas *William Wyndham* Esquire, mentioned in the said recited Agreement to be Lord of the Manor of *Sutton Mandeville*, continues Lord of the said Manor, and is Patron of the Rectory of *Sutton Mandeville* aforesaid; and *James Hibberd*, in the said Agreement

mentioned to be Rector of the Rectory of *Sutton Mandeville*, continues Rector of the said Rectory; and the said *William Wyndham* and *James Hibberd*, *Thomas King*, *Henry Larkam*, and others, are Owners and Proprietors of the Lands and Grounds inclosed, divided, allotted, and exchanged under or in pursuance of the said recited Agreement, and they and every of them are desirous that the said recited Agreement, and the Inclosure and Inclosures, Division and Divisions, Allotment and Allotments, and Exchange and Exchanges, made or done under the same or in pursuance thereof, should be confirmed and established; but as the same cannot be done without the Authority of Parliament: May it therefore please 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 the said Division, Allotments, and Inclosure of the said Common Fields, Common Downs, and other Waste and Commonable Places, situate in the said Parish of *Sutton Mandeville* in the said County of *Wilts*, and all and every such Exchanges of any Lands, Grounds, or Hereditaments, lying in the Parish of *Sutton Mandeville* aforesaid, as have been so made, set out, allotted, and exchanged as aforesaid, and also the said recited Agreement and every Article, Matter, and Thing respectively therein contained, shall be and the same and every of them is and are hereby established, ratified, and confirmed, to all Intents and Purposes whatsoever; and that all the same several allotted or exchanged Parcels of Land or Ground and Hereditaments, with their respective Rights, Members, and Appurtenances, shall be and are hereby vested in the several Person or Persons respectively to whom the same was or were set out, divided, allotted, or exchanged respectively, or intended so to be, or in his, her, or their respective Successors, Heirs, and Assigns, according to their respective Estates, Rights, and Interests therein, and shall be accepted and taken by him, her, or them respectively, in full Recompence, Bar, Satisfaction, and Compensation of and for the several Pieces or Parcels of Land, and Parts, Shares, Proportions, Rights, and Interests of him, her, or them respectively, or of their respective Predecessors, Ancestors, and other former Owners, and his, her, or their Successors, Heirs, or Assigns, of and in the said late Common Fields, Common Downs, and other Waste and Commonable Places, within the said Parish of *Sutton Mandeville* aforesaid, and every of them, according to the Tenure of such former Lands respectively, and shall for ever hereafter so be, remain, and continue, and be held and enjoyed by them respectively against all and every Person and Persons whomsoever, freed, discharged, and absolutely acquitted, exempted, and indemnified, of, from, and against all Right of Common, feeding or depasturing of any Beast or Cattle whatsoever, and of and from all other Right, Title, Estate, and Interest whatsoever, which were by the said recited Agreement intended to be extinguished, barred, or destroyed.

Confirming the Division, Allotment, and Inclosure.

II. And be it further enacted, That nothing in this Act contained shall revoke, make void, alter, or annul, or anywise affect any Settlement, Deed, Conveyance, or Will whatsoever, or prejudice any Person or Persons having any Right or Claim of Dower, Jointure, Portion, Debt, Rent, or Incumbrance, or other Right or Title whatsoever, out of, upon, or affecting any Land, Grounds, or Hereditaments within the said Parish of *Sutton Mandeville*, so allotted or exchanged as aforesaid, or any Part or

Wills and Settlements not to be affected

Parcel thereof, (other than and except the Rights, Titles, and Intereſts which by the ſaid recited Agreement were or were intended to be extinguiſhed); and that all the Lands, Grounds, and Hereditaments ſo allotted and exchanged as aforeſaid, ſhall at all Times go, remain, and enure, and be held and enjoyed, and the ſeveral Proprietors, or their reſpective Heirs, Succeſſors, or Aſſigns, to whom the ſame have been ſo allotted, and with whom the ſame have been ſo exchanged, ſhall at all Times ſtand and be ſeiſed of the Lands or Grounds and Hereditaments allotted to or exchanged with them reſpectively, to ſuch and the ſame Uſes, and upon ſuch and the ſame Truſts, and ſubject to ſuch and the ſame Deeds, Conveyances, Wills, Settlements, Powers, Proviſoes, Limitations, Remedies, Truſts, Charges, Incumbrances, Rights, and Titles whatſoever, (except the Rights, Titles, and Intereſts which by the ſaid recited Agreement were, or were intended to be, extinguiſhed or diſcharged), as he, ſhe, or they reſpectively ſhould and would have ſtood ſeiſed or poſſeſſed of, his, her, or their Lands, Grounds, or Hereditaments within the ſaid Pariſh, in reſpect or in lieu of which, ſuch Allotments or Exchanges were ſo made as aforeſaid, in caſe the ſaid recited Agreement, Allotments, and Exchanges, had not been made, or this Act had not been paſſed, any Thing in the ſaid recited Agreement, or in this Act contained, to the contrary thereof notwithſtanding; and that the former Lands, Grounds, or Hereditaments of ſuch ſeveral Proprietors, or of their reſpective Heirs, Succeſſors, or Aſſigns, ſhall, as againſt him, her, or them reſpectively, be abſolutely diſcharged of ſuch Uſes, Deeds, Conveyances, Wills, Settlements, Powers, Proviſoes, Limitations, Remainders, Truſts, Charges, Incumbrances, Rights, and Titles, and the Operation, Payment, Performance, Execution, and Obſervance thereof reſpectively; and that the ſeveral Perſons having any Right or Claim as aforeſaid, ſhall and may have the like Remedy and Remedies for the Recovery of ſuch Dower, Jointure, Portion, Debt, Rent, or Incumbrance, or the Arrears thereof reſpectively, or for the Recovery of the actual Seiſin and Poſſeſſion of the ſaid Lands, Grounds, or Hereditaments, ſo allotted and exchanged as aforeſaid, and hereby ſubjected to ſuch Uſes, Deeds, Conveyances, Wills, Settlements, Powers, Proviſoes, Limitations, Remainders, Truſts, Charges, Incumbrances, Rights, and Titles as aforeſaid, as he, ſhe, or they, or any of them had, or might have had, in and upon and in reſpect of ſuch former Lands and Grounds, in caſe this Act had not been paſſed.

For ſaving the Right of the Lord of the Manor.

III. Provided always, and be it further enacted, That nothing in this Act contained ſhall extend, or be conſtrued to extend, to prejudice, leſſen, or defeat, the Right, Title, or Intereſt of the Lord or Lady of the ſaid Manor of *Sutton Mandeville* for the Time being, in or to any Seigniories, Royalties, Quit Rents, Chief Rents, Fines, Amerciaments, Suits, and Services of Court, or in or to any other Rights, Privileges, or Immunities whatſoever, incident and belonging to him, her, or them, as ſuch Lord or Lady as aforeſaid (other than ſuch Rights, Title, Intereſts, Privileges, and Immunities, as were by the ſaid recited Agreement intended to be barred or extinguiſhed.)

Not to prejudice the Right of any Lord or Lady of any Manor.

IV. Provided always, and be it further enacted, That nothing in this Act contained ſhall prejudice, leſſen, or defeat, the Right, Title, or Intereſt of any Lord or Lady of any Manor, or reputed Manor, Lordſhip, Seigniory, or Royalty, or of any Ranger, Keeper, or Owner of any Chace, Purlieu, Walk, Diſtrict, or Liberty, wherein the ſaid Lands and Grounds

Grounds are ſituate, or any Part of the ſame; but every ſuch Lord and Lady, Ranger, Keeper, and Owner for the Time being, ſhall and may at all Times hereafter have, hold, and enjoy all Rents, Services, Courts, Perquiſites, and Profits of Courts, and all other Rights, Royalties, Juriſdictions, Pre-eminences, and Privileges whatſoever, to the ſaid ſeveral Manors, Lordſhips, Seigniories, Royalties, Chaces, Purlieu, Walks, Diſtricts, and Liberties belonging, (other than and except ſuch Rights for which Compenſation is or is intended to be made by virtue of the ſaid Agreement or of this Act) in as full, ample, and beneficial a Manner as he, ſhe, or they could or might have held and enjoyed the ſame in caſe this Act had not paſſed.

General Saving.

V. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every other Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except ſuch Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, to whom or in whoſe Favour any Allotment or Allotments, or Exchanges, have or hath been made by virtue of the ſaid recited Agreement, for or in reſpect of ſuch Rights and Intereſts as were thereby or by this Act are intended to be barred and extinguiſhed, and all Perſons claiming from or under them or any of them reſpectively), all ſuch Eſtate, Right, Title, and Intereſt, not diſcharged or extinguiſhed under or by virtue of the ſaid recited Agreement or by this Act, according to the true Intent and Meaning of the ſaid Agreement and this Act reſpectively, as they, every, or any of them had and enjoyed, in, to, or out of the ſaid Common Fields, Common Downs, and other Waſte and Commonable Places, or any of them, before the Day of the Date of the ſaid Agreement or the paſſing of this Act, or might or could have or enjoy in caſe this Act had not been paſſed.

Act to be printed by the King's Printers.

VI. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King's moſt Excellent Majeſty, duly authorized to print the Statutes of the United Kingdom; and a Copy thereof ſo printed by any of them, ſhall be admitted as Evidence thereof, by all Judges, Juſtices, and others.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN,
Printers to the King's moſt Excellent Majeſty. 1814.