ANNO QUINQUAGESIMO QUARTO

GEORGII III. REGIS.

Cap. 144.

An Act for veſting certain Common Fields and Waſte Grounds within the Town and Borough and Pariſh of *Tetbury*, in the County of *Glouceſter*, in Truſtees, diſcharged of any Right of Common therein, and upon certain Truſts declared thereof.

[17th *June* 1814.]

WHEREAS by Articles of Agreement tripartite, bearing Date the Firſt Day of *February*, in the Eighth Year of the Reign of King *Charles* the Firſt, and made between *Richard Talboys* of *Tetbury*, in the County of *Glouceſter*, Gentleman, *John Caſtrell* of *The Grange*, within the Pariſh of *Tetbury* aforeſaid, Gentleman, *Richard Box* of *Tetbury* aforeſaid, Yeoman, and *Toby Chapman* of *Tetbury* aforeſaid, Clothier, of the Firſt Part; *William Tanner*, Bailiff of the Town of *Tetbury* aforeſaid, *Francis Savage* Gentleman, *John Driver* the Elder, and the other Perſons therein mentioned, being of the Number there called *The Thirteen*, of the Second Part; and *Thomas Burgeſs*, and other Perſons therein mentioned, being the Company or Society called *The Four-and-twenty*; and *Charles Savage* Gentleman, and other Perſons alſo mentioned in the ſaid Agreement, being all of the Number called *The Commonalty*, of the Third Part; reciting, that the Right Honourable *George* Lord *Berkely*, and *Elizabeth* Lady *Berkely*, Mother of the ſaid *George* Lord *Berkely*, had then of late made known by their Officers, that they had a Purpoſe and Intent to ſell the Lordſhip or Manor and Borough of

Tetbury aforesaid, and all their Lands, and Tenements, and Hereditaments within the Manor and Parish of *Tetbury* aforesaid, and that they were willing not only that every particular Tenant holding any Messuages, Lands, Tenements, or Hereditaments there, might, for their own particular and private Uses, buy the Inheritance of their several Tenements and Lands which they had there by Lease, but also that such Parts thereof might be bought and purchased for the public and general Good of the said Borough, as might be convenient and necessary, to have Continuance for ever for their public Good and Benefit; therefore the Bailiff, and the rest of The Thirteen and other of the Inhabitants of the said Borough, taking the aforesaid Matter into their Consideration, did consider and treat among themselves what might be fit for them to do in that Behalf; and after mature and deliberate Consideration had at several Meetings in public, they had thought fit for the general Good of the said Borough, that the Inheritance of the Things thereafter mentioned (that is to say) the Ground called *The North Hayes* alias *The Warren*, the Wastes, and Waste Grounds, and the other Royalties, Liberties, and Jurisdictions within the said Manor and Borough, should be bought and purchased for the general Good and Benefit of the Inhabitants, Householders within the said Borough of *Tetbury* for the Time being, to be employed and used according to the Articles and Agreements thereafter mentioned; and also reciting, that the said Ground called *The North Hayes*, or *The Warren*, was then stored with a Game of Coneys (and Time out of Mind) the Owners of the said Manor had Liberty of Free Warren within the said Ground called *The North Hayes* alias *The Warren*, and also a Sheep Sleight, or Sheep Walk, and Pasture for Sheep, to be depastured, and to go there at certain Times and Seasons in the Year, according to the Usage (Time out of Mind) used in that Behalf, of which Liberty of Free Warren there was a Lease in being, the Interest whereof was then in *Edward Stephens* Esquire, or his Assigns, for divers Years then to come; and that the said Sheep Sleight or Sheep Walk, and Pasture for Sheep, was also in Lease, the Interest of which Lease was then in the said *Charles Savage*, or his Assigns; and that it was also thought fit, and so agreed by a general Consent, that both the said Leases should be bought in, and that the said Ground called *The North Hayes* should be freed from the Game of Coneys, and from the Sheep Sleight, for the bettering and Improvement of the Commoners Common in Time to come; and also reciting, that there was a Lease then in being, for the Term of Ten Years or thereabouts then yet to come, of the Tolls and Profits of the Fairs and Markets within the said Borough of *Tetbury*, the Interest of which Lease was in certain Persons trusted for the public Good of the said Borough; and thereupon the said Bailiff of the said Borough, and the Residue of The Thirteen and other of the Inhabitants aforesaid, had contracted and agreed to pay to the said Lord and Lady *Berkely*, for the Premises before mentioned, and for the Interest of the said *Charles Savage* in the said Sheep Sleight the Sum of Eight hundred and forty Pounds; and had also agreed that the Interest of the said *Edward Stephen*'s Lease should be bought in, as soon as conveniently the same might be, by the said *Richary Talboys*, *John Gastrell*, *Richard Box*, and *Toby Chapman*; therefore, for the settling the Premises so purchased or contracted for, or intended to be purchased for the Intents aforesaid, it was agreed by all Parties thereto, by the general Consent of all The Thirteen and Four-and-twenty, and of all other Inhabitants of the said Borough, in Manner and Form thereafter mentioned, (that is to say),

first,

firſt, that the Inheritance of *The North Hayes*, alias *The Warren*, the Royalties of the ſaid Warren, and all other the recited Premiſes, ſo to be purchaſed for the public Good, ſhould be conveyed and aſſured by the ſaid Lord and Lady *Berkely* to the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman*, and their Heirs; and that the Leaſe aforeſaid then in being for Ten Years or thereabouts, of the Tolzey or Market Houſe, and other Things therein mentioned; and the ſaid Leaſe of the ſaid *Edward Stephens* Eſquire, and the ſaid Leaſe of the ſaid *Charles Savage*, of the ſaid Sheep Sleight, ſhould be aſſigned over to ſuch Perſons as the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman* ſhould appoint; and it was alſo agreed, that they, the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman*, their Heirs and Aſſigns, ſhould have both the Inheritance and the Leaſes of all the Premiſes for their Security, and to ſave them harmleſs of ſuch Sums of Money as they had then paid or ſhould pay for the Purchaſe aforeſaid to the ſaid Lord and Lady *Berkely*, and to *Edward Stephens* Eſquire, and to *Charles Savage* aforeſaid, or to any others, and all other Charges and Diſburſements, and ſhould retain the ſame Premiſes until they might be fully ſatisfied and paid and recompenſed of and for all ſuch Sum and Sums of Money as they or any of them had or ſhould have paid or laid out, or ſhould or did ſtand engaged for or concerning the Premiſes; and amongſt other Proviſions for that Purpoſe, it was agreed that the Sum of Fifty Pounds given by *William Langston* Gentleman, and Twenty Pounds received for detaining thereof, ſhould be laid out towards the Payment of the Purchaſe aforeſaid; and that Four Pounds by the Year, mentioned in the Will of the ſaid *William Langston*, payable to the Poor for the ſaid Fifty Pounds, ſhould be continued for ever to the Poor, after the Payment of the ſaid Purchaſe Money, to be paid out of the Manor and Lands purchaſed, until after the ſaid Payment, ſo much ſhould be raiſed out of the ſame Profits as might purchaſe Four Pounds by the Year in Land, to be aſſured for the Uſe of the Poor, according to the ſaid Will; and it was alſo agreed, that the Sum of Twenty Pounds given to the Poor by *John Malbye* Clerk, ſhould be employed towards the Purchaſe aforeſaid, and that Twenty Shillings by the Year ſhould be for ever paid for the ſaid Twenty Pounds, to the Poor in the Alms Houſe there, to be paid out of Manor and Lands purchaſed, after the Purchaſe was paid for; and it was further agreed, that all ſuch Intereſt Money, and other Charges and Diſburſements as they, the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman*, their Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhould expend, lay out, or be charged or chargeable withal concerning the Premiſes, ſhould be by them retained and had out of the Profits of the Tolls, and Profits of the Fairs and Markets, and out of the Profits, Rent or Rents, of *The North Hayes*, and other the Premiſes; and further reciting, that the Commoners having Common of Paſture in *The North Hayes* and in *The South Hayes*, and ſome Grounds thereunto adjoining, had agreed to leave their Common in *The South Hayes* and Grounds adjoining for ever, and to leave their Common in *The North Hayes* until the Sums thereafter mentioned might be raiſed; it was agreed, that the ſaid Ground called *The North Hayes* ſhould be ploughed and ſown for ſo many Years as they the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman*, their Heirs or Aſſigns, or the more Part of them, ſhould in that Behalf think fit and convenient; firſt, for the Payment for the Manor and Premiſes already contracted for, and afterwards

for the purchaſing of the Tolls and Profits of Fairs and Markets, and other Poſſeſſons within the ſaid Borough, or for purchaſing of other Lands, if the ſaid Tolls and Profits of Fairs and Markets could not be purchaſed, to the Intent that certain Charitable Uſes thereafter mentioned might have Continuance for ever, either out of the ſaid Tolls and Profits, or out of the Lands to be purchaſed for that Purpoſe; and it was agreed, that after the ſaid Purchaſes already made or contracted for, ſhould be fully paid for, and a competent Sum raiſed for the Purchaſe of the ſaid Tolls and Profits, or other Lands aforeſaid, for the perpetual Continuance of the Charitable Uſes aforeſaid, then and from thenceforth the ſaid Ground called *The North Hayes*, and the Waſte Ground called *The Hill*, extending in Length from *The North Hayes* to *The Chipping Croft*, ſhould remain for ever a Common for Rother Cattle, in which the Inhabitants of all the ancient Meſſuages in the ſaid Borough, and the new erected Meſſuages or Cottages, ſhould alſo have ſuch Common as ſhould be thought fit by the Feoffees, that were and ſhould be thereafter, or the more Part of them; and alſo that the ſaid Feoffees, or the more Part of them, ſhould have full Power to rate and ſtint every Commoner to ſuch Proportion of Cattle, as the ſaid Common called *The North Hayes*, and *The Hill*, ſhould be able to bear and maintain; and it was alſo agreed, that no Perſon or Perſons, Houſeholder, which ſhould thereafter come to inhabit within the ſaid Borough, until he ſhould have inhabited within the ſaid Borough for the Space of Seven Years as an Houſeholder, ſhould have any Common, unleſs ſuch Perſon or Perſons ſhould firſt pay to the ſaid Feoffees for the Liberty of the ſaid Common the Sum of Five Pounds, for the Uſe of the Inhabitants of the ſaid Borough; and laſtly, that no Commoner ſhould grant, let, or ſet their Common to any Perſon or Perſons whatſoever, upon Pain of forfeiting their Common for Seven Years; but it was meant and agreed, that the Common of all the ancient Meſſuages ſhould be equal and equally proportioned; and the ſaid Grounds called *The North Hayes* and *The Hill* were to be yearly hayned, from *Candlemas* to the Third Day of *May*, called *Holliroday*, after the ſame were laid for a Common; and it was provided by the ſaid Articles, that when the Purchaſes aforeſaid ſhould be fully paid for, and the Four Feoffees aforeſaid, their Heirs, Executors, Adminiſtrators, and Aſſigns, freed and diſcharged of all Payments, Diſburſements, and Engagements concerning the Premiſes, that then the Premiſes already purchaſed, or to be purchaſed as aforeſaid, ſhould, by Conveyance by Indenture, be ſettled in ſuch Feoffees, as the ſurviving Feoffees, and The Thirteen, or as many of them, as, upon a public Notice to be in that Behalf given, or the greater Number of them being then preſent, ſhould think fit and appoint, not exceeding the Number of Seven Feoffees, and the former Feoffees to be of that Number of the Seven; and the Feoffment to be always renewed when there ſhould be but Three ſurviving Feoffees, and thoſe ſtill to be of the Number of the Seven: And whereas, by an Indenture of Feoffment, bearing Date the Sixteenth Day of *March*, in the ſaid Eighth Year of the Reign of King *Charles* the Firſt, and made between the Right Honourable Sir *George Berkeley* Knight, Lord *Berkeley*, and *Elizabeth* Lady *Berkeley* Widow, Mother of the ſaid *George* Lord *Berkeley*, of the one Part, and the ſaid *Richard Talboys*, *John Caſtrell*, *Richard Box*, and *Toby Chapman*, of the other Part; it is witneſſed, that the ſaid *George* Lord *Berkeley*, and *Elizabeth* Lady *Berkeley*, in Conſideration of the Sum of Eight hundred and forty Pounds to them paid, by the ſaid *Richard Talboys*, *John Caſtrell*, *Richard Box*, and *Toby*

Chapman,

Chapman, did grant, enfeoff, and confirm unto them, their Heirs and Aſſigns for ever, (together with other Hereditaments), all that the Manor or Lordſhip of *Tetbury* aforeſaid, with the Rights, Members, and Appurtenances of the ſame, and the Borough of *Tetbury* aforeſaid, and one Cloſe of Paſture, ſituate, lying, and being in *Tetbury* aforeſaid, called or known by the Name of *The North Hayes* alias *The Warren*, containing by Eſtimation Two hundred Acres, more or leſs, and the Sheep Walk or Sheep Sleight, and Common of Paſture, and Feeding for Sheep, theretofore amongſt other Things demiſed and granted to *Walter Savage* Gentleman, and then or then late holden by *Charles Savage* Gentleman, his Farmers, Tenants, or Aſſigns, and the Waſte Ground, called *The Hill*, extending in Length from the ſaid Cloſe of Paſture, called *The North Hayes* alias *The Warren*, to a Place called *The Chipping Croft*, and all other the Waſtes and Waſte Grounds of the Lordſhip or Manor of *Tetbury* aforeſaid, except and always reſerved unto the ſaid *George* Lord *Berkeley*, and *Elizabeth* Lady *Berkeley*, their Heirs and Aſſigns, among other Things the Markets and Fairs to be holden within the Pariſh of *Tetbury* aforeſaid, and all the Streets and Waſte Ground within the Borough of *Tetbury*, and alſo a Parcel of Waſte Ground called *Chipping Croft*, to hold the ſame, with their Appurtenances, (except as before excepted,) unto and to the Uſe of the ſaid *Richard Talboys*, *John Gaſtrell*, *Richard Box*, and *Toby Chapman*, their Heirs and Aſſigns for ever: And whereas by a certain other Indenture of Feoffment and Grant, bearing Date the Tenth Day of *October*, in the Sixteenth Year of the Reign of King *Charles* the Firſt, and made between *John Smyth* the elder Eſquire, *John Browning*, *Stephen Fowler*, and *Chriſtopher Purnell*, of the One Part; and *Richard Talboys*, *John Gaſtrell*, *John Sheppard*, *Francis Savage*, *Richard Box*, *William Denny*, *Roger Webb*, *Arthur Tanner*, *John Thomas* alias *James*, *William Link*, *Richard Player*, *John Ady*, *Thomas Talboys*, *John Elton*, *Toby Mayo*, and *John Tayler*, of the other Part; it is witneſſed that the ſaid *John Smyth*, *John Browning*, *Stephen Fowler*, and *Chriſtopher Purnell*, in perfo mance of the Truſt and Confidence in them repoſed by the ſaid *John Smyth*, and in conſideration of a certain Sum of Money therein mentioned, to the ſaid *John Smyth* paid, by the ſaid *Richard Talboys*, *John Gaſtrell*, *John Sheppard*, *Francis Savage*, *Richard Box*, *William Denny*, *Roger Webb*, *Arthur Tanner*, *John Thomas* alias *James*, *William Link*, *Richard Player*, *John Ady*, *Thomas Talboys*, *John Elton*, *Toby Mayo*, and *John Tayler*, did grant, bargain, ſell, alien, enfeoff, convey, releaſe, and confirm unto the ſaid *Richard Talboys*, *John Gaſtrell*, *John Sheppard*, *Francis Savage*, *Richard Box*, *William Denny*, *Roger Webb*, *Arthur Tanner*, *John Thomas* alias *James*, *William Link*, *Richard Player*, *John Ady*, *Thomas Talboys*, *John Elton*, *Toby Mayo*, and *John Tayler*, their Heirs and Aſſigns, (together with other Hereditaments,) all the Streets and Waſte Grounds within the Borough or Town of *Tetbury* aforeſaid; and all that Parcel of Waſte Ground called *Chipping Croft*, alias *The Green*, to hold unto and to the Uſe of the ſaid *Richard Talboys*, *John Gaſtrell*, *John Sheppard*, *Francis Savage*, *Richard Box*, *William Denny*, *Roger Webb*, *Arthur Tanner*, *John Thomas* alias *James*, *William Link*, *Richard Player*, *John Ady*, *Thomas Talboys*, *John Elton*, *Toby Mayo*, and *John Tayler*, their Heirs and Aſſigns for ever: And whereas for divers Years laſt paſt the ſaid Fields called *The North Hayes*, otherwiſe *The Warren* and *The Hill*, have been uſed as a Common from the Twelfth Day of *May* until the Twelfth Day of *November* in each and every Year, (the Feoffees thereof for the Time being exerciſing the Right of letting

yearly by public Auction the Winter Feed or Paſture for Sheep of the ſaid Warren and Hill, from the Twelfth Day of *November* until the Sixth Day of *April*,) for the Benefit of the Inhabitants of the Town and Borough of *Tetbury* aforeſaid, ſubject to the ſeveral Reſtrictions contained and expreſſed in the ſaid Articles as to the Inhabitants by whom and the Manner in which the Right of Common in the ſaid Fields ſhould be held and enjoyed: And whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the Twenty-fifth and Twenty ſixth Days of *March* One thouſand eight hundred and three, the Releaſe being made between *Thomas Saunders* of *Upton Grove*, in the Pariſh of *Tetbury* aforeſaid, Eſquire, *William Byam*, then late of *Tetbury* aforeſaid, but then of *Wilſley* in the County of *Wilts*, Gentleman, and *Robert Wight* of *Tetbury* aforeſaid, Gentleman, therein deſcribed as the ſurviving Feoffees or Truſtees of the Lordſhip or Manor, and other Matters and Things therein-after mentioned, of the one Part; and *George White* of *Tetbury* aforeſaid, Gentleman, and *John Letall*, of the ſame Place, Gentleman, of the other Part; the Lordſhip or Manor of *Tetbury* aforeſaid, and the ſaid Cloſe of Paſture or Common called *The North Hayes*, otherwiſe *The Warren*, with the Sheep Walk or Sheep Sleight aforeſaid, and the Waſte Ground called *The Hill*, and all other the Waſtes and Waſte Grounds of the Lordſhip or Manor of *Tetbury* aforeſaid, and all the ſaid Streets and Waſte Ground within the Town and Borough of *Tetbury* aforeſaid; and alſo all that Parcel of Waſte Ground called *The Chipping Croft*, otherwiſe *The Green*, were (among other Hereditaments) granted and aſſured, with the Appurtenances, unto the ſaid *George White* and *John Letall*, their Heirs and Aſſigns for ever, upon this Truſt and Confidence nevertheleſs, that they the ſaid *George White* and *John Letall*, and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhould and would, upon Requeſt, grant and re-convey all and ſingular the ſaid Lordſhip, Manor, and Borough, and all and ſingular other the Hereditaments and Premiſes herein-before mentioned, to them the ſaid *Thomas Saunders*, *William Byam*, and *Robert Wight*, and ſuch other Feoffees as ſhould be choſen by the Conſent, Approbation, and Direction of the ſaid ſurviving Feoffees, (Parties thereto,) and the Number or Society called *The Thirteen*, of *Tetbury* aforeſaid, or the major Part of them, and their Heirs, to and for the general Good and Benefit of the Inhabitants of the Town and Borough of *Tetbury* aforeſaid: And whereas by other Indentures of Leaſe and Releaſe, bearing Date reſpectively the Thirtieth and Thirty-firſt Days of *March* One thouſand eight hundred and three, the Releaſe made between the ſaid *George White* and *John Letall* of the one Part, and the ſaid *Thomas Saunders*, *William Byam*, and *Robert Wight*, therein deſcribed as the ſurviving Feoffees or Truſtees of the ſaid Lordſhip or Manor of *Tetbury* aforeſaid, and other the Matters and Things therein-after mentioned, and *Thomas White* Gentleman, *Richard Cooper* Wool Stapler, *John Arundell* Sadler, and the Reverend *Thomas Floyer Wickes* Clerk, all of whom were then, or then late of *Tetbury* aforeſaid, the new Feoffees or Truſtees of *Tetbury* aforeſaid, choſen in purſuance to the Directions contained in the ſaid Tripartite Articles, of the other Part, the ſaid Lordſhip or Manor of *Tetbury*, Waſte Grounds, Hereditaments, and Premiſes comprized in the ſaid recited Indentures of Leaſe and Releaſe, were conveyed by the ſaid *George White* and *John Letall* unto the ſaid *Thomas Saunders*, *William Byam*, *Robert Wight*, *Thomas White*, *Richard Cooper*, *John Arundell*, and *Thomas Floyer Wickes*, their Heirs and Aſſigns for ever, to and for the ſole and only Uſe, Benefit,

Benefit, and Behoof, and for the general Good and Advantage of the Inhabitants of the ſaid Town and Borough of *Tetbury* aforeſaid, and to and for none other Uſe, Intent, or Purpoſe whatſoever: And whereas the ſaid *William Byam*, *Robert Wight*, and *John Arundell*, Three of the Feoffees or Truſtees of the ſaid Manor, Common Fields, and Waſte Grounds, have departed this Life ſince the Date and Execution of the ſaid laſt-recited Indenture; and the ſaid *Thomas Saunders*, *Thomas White*, *Richard Cooper*, and *Thomas Floyer Wickes*, are the preſent ſurviving Feoffees or Truſtees thereof: And whereas the ſaid Common Fields, called *The North Hayes*, otherwiſe *The Warren* and *The Hill*, and other the Waſte Grounds comprized in the ſaid recited Articles and Indentures, and now veſted in the ſaid *Thomas Saunders*, *Thomas White*, *Richard Cooper*, and *Thomas Floyer Wickes*, as ſuch ſurviving Feoffees or Truſtees as aforeſaid, for the Uſe and Advantage of the Inhabitants of the ſaid Town and Borough, are in their preſent State productive of little Advantage to the ſaid Town and Borough, or the Inhabitants thereof, either for the Purpoſes of Common or otherwiſe: And whereas the Powers veſted in the Truſtees or Feoffees under the ſaid recited Articles and Indentures have been found inadequate for appropriating the ſaid Common Fields and Waſte Grounds to the beſt Uſe and Advantage of the Inhabitants of the ſaid Town and Borough: And whereas at a Meeting of the Inhabitants of the ſaid Town and Borough of *Tetbury*, held on the Twenty-eighth Day of *October* One thouſand eight hundred and thirteen, in the Town Hall there, and convened by Public Notice for the Purpoſe of taking into Conſideration the State and Condition of the ſaid Common Fields and Waſte Grounds, and the Propriety of applying to Parliament in regard thereof, it was at ſuch Meeting unanimouſly reſolved and agreed upon by the Inhabitants then preſent, that Application ſhould be forthwith made to Parliament for an Act for the ſeveral Purpoſes herein-after mentioned (namely), for veſting the ſaid Common Fields and Waſte Grounds in the then Truſtees thereof, for the beſt Uſe and Advantage of the Inhabitants of the ſaid Town and Borough of *Tetbury*, purſuant to the Truſt of the ſaid recited Indentures, but freed and diſcharged from all Rights of Common, and other Rights of the ſaid Inhabitants ſubſiſting therein, under the ſaid recited Articles of Agreement, or otherwiſe howſoever; and alſo for empowering the Truſtees for the Time being, to grant Leaſes of the ſaid Common Fields and Waſte Grounds for any Term or Number of Years, not exceeding Twenty-one Years, in Poſſeſſion and not in Reverſion, and at the beſt improved yearly Rent, and without Fine; and alſo for empowering the Truſtees for the Time being to divide and incloſe any Part of the ſaid Common Fields and Waſte Grounds; and alſo for empowering the Truſtees for the Time being to apply the Rents and Profits of the ſaid Common Fields and Waſte Grounds as the ſame ſhall accrue, in the Payment of the Expences of the Act, and all other Expences incidental thereto, and in improving the ſaid Common Fields and Waſte Grounds, for the beſt Uſe and Advantage of the Inhabitants of the ſaid Town and Borough, purſuant to the ſaid recited Articles and Indentures; and alſo to apply the Surplus for the Uſe and Advantage of the Inhabitants of the ſaid Town and Borough; and alſo for empowering the Truſtees for the Time being to raiſe Monies by way of Mortgage on the ſaid Common Fields and Waſte Grounds for defraying the Expences of the Act, and other incidental Expences that might occur in regard thereto; and alſo for the Appointment of

of new Truſtees when any of the Truſtees ſhould die, or ſhould become incapable of acting, or ſhould be deſirous of being diſcharged from the Truſt: And whereas it would be of Benefit and Advantage to the Inhabitants of the ſaid Town and Borough if the ſeveral Purpoſes aforeſaid were carried into Execution, but the ſame cannot be effected without the Aid and Authority of Parliament; wherefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *Thomas Saunders*, *Thomas White*, *Richard Cooper*, and *Thomas Floyer Wickes*, on Behalf of themſelves and the ſeveral Inhabitants of the ſaid Town and Borough of *Tetbury*, 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 from and immediately after the paſſing of this Act all and ſingular the ſaid Common Fields called *The North Hayes* otherwiſe *The Warren*, and *The Hill*, and the ſeveral Pieces or Parcels of Waſte Ground, lying within the Town and Borough and Pariſh of *Tetbury* aforeſaid, and more particularly deſcribed and compriſed in the Schedule to this Act annexed, together with their and every of their Rights, Members, and Appurtenances; and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof reſpectively, ſhall ſtand, remain, and be veſted in the ſaid *Thomas Saunders*, *Thomas White*, *Richard Cooper*, and *Thomas Floyer Wickes*, their Heirs and Aſſigns for ever, freed and abſolutely exonerated and diſcharged of and from all Right of Common, and all other Rights reſerved to the Inhabitants, Houſeholders within the ſaid Town and Borough of *Tetbury*, in and by the ſaid recited Articles of Agreement, or otherwiſe howſoever; but nevertheleſs to and for the ſole Uſe, Benefit, and Behoof, and for the general Good and Advantage of the Inhabitants of the Town and Borough of *Tetbury* aforeſaid, in Manner mentioned in the ſaid recited Indentures, and upon the Truſts and to and for the Intents and Purpoſes herein-after expreſſed and declared of and concerning the ſame.

Waſte Grounds, &c veſted in Truſtees.

II. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Truſtees ſo hereby nominated and appointed as aforeſaid, or a Majority of them, and to and for their Succeſſors, to be nominated and appointed as herein-after is directed, or a Majority of them, and they are hereby reſpectively authorized and empowered to divide and incloſe all or any Part or Parts of the ſaid Common Fields and Waſte Grounds comprized in the ſaid Schedule to this Act annexed, and from Time to Time, by Indenture or Indentures under their Hands and Seals reſpectively, to demiſe and leaſe all or any Part or Parts of the ſaid Common Fields and Waſte Grounds, either together or in Parcels, to any Perſon or Perſons who ſhall be willing to accept the ſame, for any Term or Number of Years not exceeding Twenty-one Years, at the beſt or moſt improved yearly Rent or Rents, and without Fine; and ſo as all ſuch Leaſes be in Poſſeſſion and not in Reverſion, and be not made diſpuniſhable for Waſte by any expreſs Words therein, and ſo as the Rents thereby to be reſerved be made payable Half-yearly or oftener, and ſo as in ſuch Leaſes there be contained a Clauſe or Condition of Re-entry on Non-payment of the Rents thereby to be reſerved; and ſo as the Leſſee or Leſſees do ſeal and deliver Counterparts thereof.

Truſtees may incloſe the Lands.

Application of Rents of Land.

III. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Truſtees ſo hereby nominated and appointed as aforeſaid, or a Majority of them, and to and for their Succeſſors to be nominated and appointed as herein-after is directed, or a Majority of them, and they are hereby reſpectively authorized and empowered to apply and diſpoſe of all and every the Rents, Iſſues, and Profits of the ſaid Common Fields and Waſte Grounds hereby veſted in Truſt as aforeſaid, as the ſame ſhall ariſe and become due, in Payment in the firſt Place of all Coſts, Charges, and Expences attending the obtaining and paſſing this Act, or in anywiſe incidental thereto, and then in Payment of all Coſts, Charges, and Expences attending the dividing, incloſing, leaſing, improving, or otherwiſe uſing and enjoying the ſaid Common Fields and Waſte Grounds of the ſaid Town and Borough and Pariſh of *Tetbury*, and from and after ſuch Payments ſhall be fully made and diſcharged as aforeſaid, then to apply the Reſidue and Surplus of the ſaid Rents, Iſſues, and Profits for the beſt Uſe, general Good, and Advantage of the Inhabitants of the ſaid Town and Borough of *Tetbury*, in ſuch Manner and Form as the Truſtees for the Time being, or the Majority of them, ſhall in their Diſcretion think moſt adviſeable.

Truſtees may raiſe Money.

IV. And be it further enacted, That it ſhall and may be lawful to and for the ſaid Truſtees hereby nominated and appointed, or a Majority of them, and to and for their Succeſſors, to be nominated and appointed as herein-after is directed, or a Majority of them; and they are hereby reſpectively authorized and empowered from Time to Time, and at any Time or Times, by any Deed or Deeds, Inſtrument or Inſtruments in Writing to be by them reſpectively ſealed and delivered in the Preſence of, and atteſted by Two or more credible Witneſſes, to ſubject or charge all or any Part or Parts of the ſaid Common Fields and Waſte Grounds, with the Appurtenances, by way of Mortgage, with any Sum or Sums of Money, not exceeding at any one Time One thouſand Pounds in the Whole, as ſhall be neceſſary for the defraying the Coſts, Charges, and Expences attending the obtaining and paſſing this Act, or in anywiſe incidental thereto, or for defraying any neceſſary Charges or Expences, which may be incurred by the Truſtees for the Time being, in the Proſecution of their Truſt, with lawful Intereſt for the ſame, from the Time when ſuch Charge or Charges ſhall be reſpectively made, and which Charge or Charges ſhall be made to or in favour of the Perſon or Perſons advancing ſuch Sum or Sums of Money as aforeſaid, ſubject to ſuch Leaſes as may be then ſubſiſting on the ſame Premiſes.

Appointment of new Truſtees.

V. And be it further enacted, That when any or either of them the ſaid Truſtees *Thomas Saunders*, *Thomas White*, *Richard Cooper*, and *Thomas Floyer Wickes*, ſhall die, or ſhall refuſe or decline or become incapable to act in the ſaid Truſts, that then or in either ſuch Caſe it ſhall and may be lawful to and for the continuing or ſurviving Truſtees, and the Number or Society called *The Thirteen*, of *Tetbury* aforeſaid, or the Majority of them preſent at any Meeting convened for that Purpoſe, by public Notice given in the Pariſh Church of *Tetbury* aforeſaid, during the Time of Divine Service there on a *Sunday*, One Week at leaſt before the holding of ſuch Meeting, to nominate and appoint Four other Perſons, (being principal Inhabitants or Houſeholders of the ſame Town and Borough, or Pariſh) to be Truſtees, together with the Three ſurviving or continuing

Truſtees, ſo that the Number of Truſtees ſhall conſtitute the full Number of Seven, and from and after that Period if any of the ſaid Truſtees hereby nominated and appointed as aforeſaid, or any future Truſtee or Truſtees who ſhall ſucceed to them, or any of them, or ſhall be appointed in the Place or Stead of them, or any of them, as herein-after mentioned, ſhall die, or ſhall refuſe or decline or become incapable to act in the ſaid Truſts, then and in every ſuch Caſe it ſhall or may be lawful to and for the ſurviving or continuing Truſtees, and the Number or Society called *The Thirteen*, of *Tetbury* aforeſaid, or the Majority of them preſent at any Meeting convened for that Purpoſe, by public Notice given in the Pariſh Church of *Tetbury* aforeſaid, during the Time of Divine Service there on a *Sunday*, One Week at leaſt before the holding of ſuch Meeting, to ſubſtitute any Perſon or Perſons (being a principal Inhabitant or Houſeholder or principal Inhabitants or Houſeholders of the ſame Town and Borough or Pariſh) to be a Truſtee or Truſtees in the Stead or Place of the Truſtee or Truſtee ſo dying or deſiring to be diſcharged, or refuſing, declining, or becoming incapable to act as aforeſaid; and that when and ſo often as any new Truſtee or Truſtees ſhall be appointed as aforeſaid, all and every the ſaid Truſt Eſtates, Effects, and Premiſes which ſhall be then veſted in the Truſtee or Truſtees ſo dying, or deſirous of being diſcharged, or refuſing, declining, or becoming incapable to act as aforeſaid, ſhall thereupon, with all convenient Speed, be conveyed, aſſigned, transferred, and made in ſuch Sort and Manner; and ſo that the ſame Eſtates, Effects, and Premiſes ſhall and may be legally and effectually veſted in the ſurviving or continuing Truſtee or Truſtees thereof, and ſuch new or other Truſtee or Truſtees jointly, or if there ſhall be no continuing Truſtee or Truſtees, then in ſuch new Truſtee or Truſtees only, upon the ſame Truſts and for the ſame Intents and Purpoſes as are herein-before declared of and concerning the ſame Eſtates, Effects, and Premiſes, or ſuch of them as ſhall or may be then ſubſiſting or capable of taking Effect, and that every ſuch new Truſtee and Truſtees ſhall and may in all Things act in the Management, carrying on, and executing the Truſts of this Act as fully and effectually, and with all the ſame Powers and Authorities to all Intents and Purpoſes whatſoever, as if he or they had been originally by this Act nominated a Truſtee or Truſtees for the Purpoſes aforeſaid.

Truſtees not anſwerable for each other.

VI. Provided always, and be it further enacted, That none of the preſent or future Truſtees of this Act ſhall be anſwerable or accountable for the other or others of them, or for involuntary Loſſes; and that by and out of any Money which ſhall come to their or his Hand or Hands by virtue of any of the aforeſaid Truſts, it ſhall be lawful for them and him to retain and reimburſe themſelves and himſelf reſpectively, all the neceſſary Coſts, Charges, and Expences which they or he may reſpectively incur or ſuſtain in carrying the Truſts of this preſent Act into Execution, and not herein provided for.

General Saving.

VII. Saving always to the King's moſt Excellent Majeſty, His Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politic and Corporate, his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſeveral Truſtees of the ſaid recited Indentures, and the ſeveral Inhabitants of the ſaid Town and Borough, their Heirs, Succeſſors, Executors, and Adminiſtrators reſpectively, ſo far only as their reſpective Eſtates and Intereſts are affected or intended to be

affected by this Act), all such Estate, Right, Title, and Interest in, to, or out of the Premises, or any Part thereof, as they, every, or any of them had or enjoyed before the passing of this Act, or would or ought to have had or enjoyed, in case this Act had not been made.

Act to be printed by King's Printer.

VIII. 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.

The SCHEDULE to which the foregoing Act refers.

DESCRIPTIONS.	Quantities of Acres.		
	A.	R.	P.
The North Hayes, otherwise The Warren - -	199	3	3
The Hill - - - - - -	23	3	30
Several small Pieces of Waste Land, lying dispersedly in the Lordship or Manor - - -	1	0	20
The Chipping Croft, otherwise The Green - -	1	3	25
Several small Pieces of Waste Land, lying dispersedly in the Town and Borough - -	1	3	13

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