



ANNO QUINQUAGESIMO PRIMO

GEORGI II. REGIS.

Cap. 102.

An Act for improving the Town of *Plymouth*, in the
County of *Devon*. [21st May 1811.]

WHEREAS the Borough of *Plymouth*, in the County of *Devon*, is a Sea-port Town of considerable Trade, and has of late Years been much extended by new Streets and Buildings in a western Direction, towards the Towns of *East Stonehouse* and *Plymouth Dock*, between which there is a constant Communication and Conveyance of Goods and Merchandize, but a certain Street called *High Street* otherwise *Market Street*, which is at present the nearest and principal Thoroughfare between the public Quays in the said Town of *Plymouth*, and the western End thereof, is so steep and narrow as to be dangerous to Passengers, on account of the numerous Carts and other Carriages continually passing in that Direction, and it would tend greatly to the Safety and Convenience of Passengers, and the Advantage of the said Towns, if a Road or Street was made through certain Lands and Grounds lying between the Bottom of *Catherine Street* or *Workhouse Lane*, and the western End of *George Street* within the said Borough, to communicate with *George Street* aforesaid, and also with a certain Lane called *Old Mill Lane* or *Lower Mill Prison Lane* within the said Borough, and if a certain narrow Lane or Way leading as a Branch Road from the lower Part of *George Street* aforesaid, to the lower Part of *Frankfort Street* within the Borough aforesaid, was widened and improved; but forasmuch as the Purposes aforesaid cannot be effected without the Aid and 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

[*Loc. & Per.*] 23 S Temporal,

Corporation
may purchase
Land for
Streets, &c.

Temporal, and Commons, in this Present Parliament assembled, and by the Authority of the same, That the Mayor and Commonalty of the said Borough of *Plymouth* shall have full Power and Authority to treat for and purchase, and take such due and effectual Conveyances and Assurances to themselves and their Successors of the Lands and Grounds within the said Borough mentioned and described in the Schedule hereunto annexed, and which shall or may be wanted or be deemed necessary or expedient to be in any Ways used or appropriated for and in order to the making, constructing and forming of new Streets or Roads from a certain Street or Lane called *Catherine Street* or *Workhouse Lane* to the lower Part of *George Street*, and also to *Old Mill Lane* or *Lower Mill Prison Lane*, and likewise for and in order to the widening and improving of a certain Street, Lane or Way leading from the lower Part of *George Street* aforesaid to the lower Part of *Frankfort Street*; and that the said Mayor and Commonalty shall have full Power to order and direct the making, constructing and forming of the several Streets aforesaid, and to appropriate the Lands and Grounds so to be purchased for the Purposes aforesaid, in such Manner as the said Mayor and Commonalty in their Discretion shall think fit: Provided always, that such Streets or Roads when so formed shall be deemed and taken to be Common Highways: Provided also, that no Advantage shall be taken of or against the said Mayor and Commonalty, or any Interruption given to the making the said new Streets or Roads, on account of any Error, Omission or inaccurate Description in the said Schedule, in case it shall appear to any Two or more Justices of the Peace for the said County of *Devon*, and be certified by Writing under their Hands that such Error or Omission proceeded from Mistake.

Incapacitated
Persons may
sell.

II. And be it further enacted, That it shall and may be lawful to and for all Bodies Politic, Corporate or Collegiate, and all Corporations, whether aggregate or sole, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees of or for Lunatics and Ideots, and other Trustees whomsoever, not only for and on Behalf of themselves and their Heirs and Successors, but also for and on Behalf of their respective Cestuique Trusts, whether Infants or Issue unborn, Lunatics, Ideots or Femmes Covert, and also to and for all Femmes Covert who are or shall be seized in their own Right, and to and for all Persons, whether Tenants for Life or Tenants in Tail, general or special, or for Years determinable on any Life or Lives, and to and for all and every Person or Persons whomsoever who are or shall be seized, possessed of or intitled in any Lands or Grounds, or any Part thereof, which the said Mayor and Commonalty are by this Act enabled to purchase for the Purposes thereof, to treat, contract and agree with the said Mayor and Commonalty for the Sale thereof or any Part thereof, and to sell and convey all or any Part thereof, and all Estate, Right, Title and Interest whatsoever of, in and to the same, to the said Mayor and Commonalty and their Successors for the Purposes of this Act; and that all Contracts, Agreements, Bargains, Sales and Conveyances which shall be made by virtue and in pursuance of this Act shall, without any Fine or Fines, Recovery or Recoveries, or other Conveyances and Assurances in the Law whatsoever, be good, valid, and effectual to all Intents and Purposes, not only to convey the Estate and Interest of the Person or Persons conveying, but also to convey all Estate, Right, Interest, Use, Property, Claim and Demand whatsoever of the said several Cestuique Trusts, and all claiming or to claim by, from or under them, any Law, Statute, Usage or any other Matter or Thing whatsoever
to

to the contrary thereof notwithstanding, and all Bodies Politic, Corporate or Collegiate, Corporations aggregate or sole, and all Feoffees in Trust, Executors, Administrators, Husbands, Guardians, Committees, Trustees and all other Persons whomsoever, are and shall be hereby indemnified for what they shall do by virtue and in pursuance of this Act.

III. And be it further enacted, That if any Body Politic, Corporate or Collegiate, or any Corporation whether aggregate or sole, or any Feme Covert, or any Tenant for Life, or Tenant in Tail general or special, or for Years determinable on any Life or Lives, Owner or Owners, Occupier or Occupiers, or other Person or Persons whomsoever, interested in any Lands or Grounds which the said Mayor and Commonalty are enabled by this Act to purchase or treat for, shall refuse to treat, contract or agree as aforesaid, or by reason of Absence or otherwise shall be prevented from treating, contracting or agreeing, or shall decline or refuse to sell, convey and dispose of the Premises whereof or wherein or whereunto they respectively shall be so seized, possessed, interested in, or entitled as aforesaid, or their respective Rights, Titles, Claims or Interests, in, to or upon the same or any Part thereof, unto the said Mayor and Commonalty, or to such Person or Persons as they shall nominate for the Purpose, and according to the Tenor, true Intent and Meaning of this Act, or shall not or cannot produce, or make out a clear Title to the Premises they are in the Possession of, or to the Interest they claim therein, to the Satisfaction of the said Mayor and Commonalty, or if any Dispute or Difference shall arise touching such Purchase or Purchases, then and in every such Case the said Mayor and Commonalty are hereby empowered and authorized before any General or Quarter Sessions of the Peace to be holden for the said Borough, or any Adjournment thereof, to give or cause to be given to such Owner or Owners, or the Principal Officer or Officers of such Bodies Politic, Corporate or Collegiate, or to leave or cause to be left at the House of the Tenant in Possession, Twenty-one Days' Notice in Writing, signed by the Receiver or Chamberlain of the said Mayor and Commonalty for the Time being, denoting and particularly describing the Lands, or Grounds intended to be purchased, and purporting that the Value thereof shall be adjusted and settled by a Jury, at the said Sessions or Adjournment thereof; and the Justices at the said Sessions or any Adjournment thereof, upon Proof to them made of such Notice having been so given or left, are hereby authorized and required to charge the Grand Jury at such Sessions assembled, or the Jury to try Prisoners at such Sessions, well and truly, upon their Oaths, to assess the Value of the said Lands or Grounds comprised in the Notice so given; and the Damages and Recompence to be awarded or given for the same to the respective Owner or Owners thereof, according to their respective Interests therein, and to which said Jury, the said Mayor and Commonalty, and all Persons interested in the said Lands and Grounds, shall have their lawful Challenges; and the Jury being so sworn and charged as aforesaid, and after proper Evidence upon Oath to them given, concerning the Nature, Quality or Value of the Lands or Grounds so to be sold and conveyed as aforesaid, shall by their Verdict assess the Damage and Recompence to be given for the same to the respective Owner or Owners, Occupier or Occupiers thereof, according to their respective Interests therein, and such Verdict of the said Jury, and the Judgment of the said Justices upon the same shall be final, binding and conclusive upon the said Mayor and Commonalty, and all Person or Persons interested in the said Lands and Grounds, and such Verdict and
the

the Judgment of the Justices thereupon shall be fairly entered and kept amongst the Records of the Sessions for the said Borough, and the same or true Copies thereof shall be taken to be good and effectual Evidence and Proof in any Court of Law or Equity whatsoever, and all Persons may have recourse to the same *gratis*, and take Copies thereof, paying Sixpence for every Seventy-two Words, and so in proportion for any greater or less Number of Words: Provided always, that in case the Sum or Sums so assessed by the said Jury, and ordered and adjudged to be paid by the said Mayor and Commonalty as a Satisfaction to the Owners, Occupiers or others, for their respective Interests in the said Premises, shall not be paid, tendered, left or deposited according to the true Intent and Meaning of this Act within Six Calendar Months after the same shall have been so assessed, ordered and adjudged, then and in such Case the Verdict of the said Jury shall not be binding upon the said Parties, any Thing herein contained to the contrary thereof in anywise notwithstanding.

Expences of
Jury.

IV. And be it further enacted, That in all Cases where any Verdict shall have been given for a greater Sum or Recompence than shall have been previously offered by or on the Behalf of the said Mayor and Commonalty for any such Lands or Grounds, or Damages as aforesaid, all the Expence of taking such Inquest, and of the Witnesses attending thereon, and recording or entering the Verdict and Judgment thereupon, shall be paid by the said Mayor and Commonalty; but if a Verdict shall be given for no greater or for a less Sum than shall have been so previously offered by or on the Behalf of the said Mayor and Commonalty, then and in every such Case such Expences shall be paid by the Owners or Persons interested in the Premises in Question; Provided, that whenever by reason of Absence any Person or Persons shall have been prevented from treating with the said Mayor and Commonalty, the whole of such Costs and Expences shall be borne and paid by the said Mayor and Commonalty; and whenever any Costs or Charges shall or may be payable to the said Mayor and Commonalty, such Costs and Charges shall and may be deducted out of the Sum to be paid by the said Mayor and Commonalty to the said Owner or Owners respectively interested, and the Payment or Tender of the Remainder of such Monies or disposing of the same in Manner by this Act directed, shall be deemed and taken to all Intents and Purposes whatsoever to be a Payment, Tender or Disposal of the whole Sum or Sums so assessed and adjudged.

Application
of Money
amounting to
or exceeding
200l.

V. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands or Grounds, purchased, taken or used by virtue of this Act for the Purposes thereof, which shall belong to any Body Politic, Corporate or Collegiate, or to any Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee or other Trustee, for or on Behalf of any Infant, Lunatic, Idiot, Feme Covert, or other Cestuique Trusts, or to any Person whose Lands, Tenements or other Hereditaments are limited in strict or other Settlement, or to any Person under any other Disability or Incapacity whatsoever, such Money shall, in case the same shall be equal to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of England, in the Name and with the Privy of the Accountant-General of the Honourable Court of Chancery, to be placed to his Account there, *ex parte* the Mayor and Commonalty, to the Intent that such Money shall be applied, under the

the Direction and with the Approbation of the said Court, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Person or Persons who would have been entitled to the Rents and Profits of the said Lands and Grounds, in the Purchase or Redemption of the Land Tax, or Discharge of any Debt or Debts, or such other Incumbrance or Part thereof as the said Court shall authorise to be paid, affecting the same Lands or Grounds, or affecting other Lands, Tenements or Hereditaments, standing settled to the same or the like Uses, Intents and Purposes; or where such Money shall not be so applied, then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Lands, Tenements and Hereditaments, which shall be conveyed and settled to, for or upon such and the like Uses, Trusts, Intents and Purposes, and in the same Manner as the Lands or Grounds, which shall be so purchased, taken or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined and capable of taking Effect; and in the meantime and until such Purchase shall be made, the said Money shall by Order of the said Court, upon Application thereto, be invested by the said Accountant-General in his Name, in the Purchase of Three Pounds *per Centum* Consolidated, or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime and until the said Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid, by Order of the said Court, to the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the said Lands and Grounds so hereby directed to be purchased, in case such Purchase or Settlement were made.

VI. Provided always, and be it enacted, That if any Money so agreed or awarded to be paid for any Lands or Grounds to be purchased, taken or used for the Purposes aforesaid, and belonging to any Corporation, or to any Person or Persons under any Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred pounds, and shall amount to or exceed the Sum of Twenty pounds, then and in all such Cases the same shall, at the Option of the Person or Persons for the Time being entitled to the Rents and Profits of the Lands or Grounds so purchased, taken or used, or of his, her or their Guardian or Guardians, Committee or Committees, in case of Infancy, Idiotcy, or Lunacy, to be signified in Writing under their respective Hands, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant-General of the High Court of Chancery, to be placed to his Account as aforesaid, in order to be applied in Manner hereinbefore directed, or otherwise the same shall be paid at the like Option to Two Trustees, to be nominated by the Person or Persons making such Option, and approved of by the said Mayor and Commonalty, such Nomination and Approbation to be signified in Writing under the Hands of the nominating and approving Parties, in order that such Principal Money and the Dividends arising thereon may be applied in Manner hereinbefore directed, so far as the Case be applicable, without obtaining or being required to obtain the Direction or Approbation of the Court of Chancery.

Less than
200l. and ex-
ceeding 20l.

VII. Provided also; and be it further enacted, That where such Money so agreed or awarded to be paid as last before mentioned, shall be less than
[*Loc. & Per.*]

Less than 20l.

Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Person or Persons who would for the Time being have been entitled to the Rents and Profits of the Lands or Grounds so purchased, taken or used for the Purposes of this Act, in such Manner as the said Mayor and Commonalty shall think fit, or in case of Infancy, Idiocy or Lunacy, then such Money shall be paid to his or their Guardian or Guardians, Committee or Committees, to and for the Use and Benefit of such Person or Persons so entitled respectively.

In case of Refusal to accept, &c.

VIII. And be it further enacted, That in case the Person or Persons to whom any Sum or Sums of Money shall be awarded for the Purchase of any Lands or Grounds to be purchased by virtue of this Act, shall refuse to accept the same, or shall not be able to make a good Title to the Premises to the Satisfaction of the said Mayor and Commonalty, or in case such Person or Persons to whom such Sum or Sums of Money shall be so awarded as aforesaid cannot be found, or if the Person or Persons entitled to such Lands and Grounds be not known and discovered, then and in every such Case it shall and may be lawful to and for the said Mayor and Commonalty to order the said Sum or Sums of Money so awarded as aforesaid to be paid into the Bank of *England*, in the Name and with the Privity of the Accountant-General of the High Court of Chancery, to be placed to his Account to the Credit of the Parties interested in the said Lands or Grounds, (describing them,) subject to the Order, Controul Disposition of the said Court of Chancery, which said Court of Chancery, on the Application of any Person or Persons making Claim to such Sum and Sums of Money or any Part thereof, by Motion or Petition, shall be and is hereby empowered in a summary Way of Proceeding or otherwise, as to the same Court shall seem meet, to order the same to be laid out and invested in the public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estate or Estates, Title or Interest of the Person or Persons making Claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable, and the Cashier or Cashiers of the Bank of *England* who shall receive such Sum or Sums of Money is and are hereby required to give a Receipt or Receipts for such Sum or Sums of Money, mentioning and specifying for what and for whose Use the same is or are received, to such Person or Persons as shall pay any such Sum or Sums of Money into the Bank as aforesaid.

Where any Question shall arise touching the Title.

IX. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Person to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant-General of the Court of Chancery, in pursuance of this Act, for the Purchase of any Lands or Grounds, or of any Estate, Right or Interest in any Lands, Tenements or Hereditaments, to be purchased in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or the Dividends or Interest of any such Bank Annuities, the Person or Persons who shall have been in Possession of such Lands or Grounds at the Time of such Purchase, and all Persons claiming under such Person or Persons, or under the Possession of such Person or Persons, shall be deemed and taken to have been lawfully entitled to such Lands or Grounds according to such Possession,

Possession, until the contrary shall be shewn to the Satisfaction of the said Court of Chancery, and the Dividends and Interest of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities shall be paid, applied and disposed of accordingly, unless it shall appear to the said Court that such Possession was a wrongful Possession, and that some other Person or Persons was or were lawfully entitled to such Lands or Grounds, or to some Estate and Interest therein.

X. Provided also, and be it enacted, That when by reason of any Court of Disability or Incapacity of the Person or Persons or Corporation Chancery to entitled to any Lands or Grounds to be purchased under the Authority order Pay- of this Act, the Purchase Money for the same shall be required to be ment of Ex- paid into the Court of Chancery, and to be applied in the Purchase of pences. other Lands and Grounds to be settled to the like Uses in pursuance of this Act, it shall and may be lawful to and for the said Court of Chancery to order the Expences of all Purchases to be from Time to Time made in pursuance of this Act, or so much of such Expences as the said Court shall deem reasonable, to be paid by the said Mayor and Commonalty.

XI. And be it further enacted, That all Sales, Conveyances and Assurances Form of Con- of any Lands or Grounds to be made to the said Mayor and Commonalty, veyance. shall be made in the Form or to the Effect following; *videlicet*,

‘ I A. B. of, &c., or we C. D. and E. F. of, &c. [as the Case may be]
 ‘ in Consideration of the Sum of
 ‘ to me [or us, as the Case may be] paid
 ‘ by the Mayor and Commonalty of the Borough of *Plymouth*, in the
 ‘ County of *Devon*, acting by virtue of an Act of Parliament
 ‘ made in the Fifty-first Year of the Reign of King *George* the Third,
 ‘ intituled, [here insert the Title of this Act] do hereby grant and
 ‘ convey to the said Mayor and Commonalty and their Successors, [here
 ‘ describe the Premises to be conveyed] and all my [or our, as the Case
 ‘ may be] Right, Title and Interest in and to the same and every
 ‘ Part thereof, to hold to the said Mayor and Commonalty and their
 ‘ Successors for ever. In witness whereof I [or we, as the Case may be]
 ‘ have hereunto set my [or our, as the Case may be] Hand and Seal
 ‘ [or Hands and Seals, as the Case may be] this
 ‘ Day of in the Year of our Lord

And every such Sale, Conveyance and Assurance so made shall be good, valid and effectual to all Intents and Purposes whatsoever, any Law, Statute, Usage, or Custom to the contrary thereof notwithstanding.

XII. And be it further enacted, That upon Payment by the said Upon Pay- Mayor and Commonalty of every Sum of Money to be agreed for, or ment of awarded or assessed as aforesaid to the Party or Persons respectively Monies Pre- entitled to such Monies or to their Agents, or depositing the same mises to vest. in the Bank of *England*, as the Case may be, in Manner by this Act directed and required, all the Estate, Right, Title, Interest, Use, Fruitt, Property, Claim and Demand in Law and Equity of the Person or Persons respectively to whose Credit or Use the same shall have been paid, in, to and

and out of such Lands and Grounds, shall vest in the said Mayor and Commonalty in Trust, for effecting the Purposes of this Act, and they shall be deemed in Law to be in the actual Seizin and Possession thereof to all Intents and Purposes whatsoever, as fully and effectually as if every Person having any Estate in the Premises had actually conveyed the same by Lease and Release, Bargain and Sale inrolled, Feoffment with Livery of Seizin, Fine, Common Recovery, Surrender or any other Conveyance or Assurance whatever; and such Payment shall not only bar all Right, Title, Interest, Claim and Demand of the Person or Persons to whose Use or Credit such Payments shall have been so made as aforesaid, but also extend to and be deemed and construed to bar the Dower of the Wife or Wives of such Person and Persons, and all Estates Tail, and other Estates in Possession, Reversion and Remainder, or Expectancy, and the Issue of such Person or Persons claiming, as effectually as Fines or Common Recoveries would do if levied or suffered by the proper Parties in due Form of Law.

Damages to
be made
good.

XIII. And be it further enacted, That if any Person or Persons whatsoever shall sustain Damage in his or their Lands, Tenements, or Hereditaments, by reason of the Execution of any Powers given by this Act, then and in every such Case Satisfaction and Compensation shall be made by the said Mayor and Commonalty to such Persons respectively, and in Case of any Difference or Dispute between such respective Persons and the said Mayor and Commonalty respecting the Amount of such Damage, such Damage shall be ascertained and settled by a Jury in such and the like Manner as the Sum or Sums of Money to be paid by the said Mayor and Commonalty for the Purchase of Lands or Grounds, is and are herein directed to be settled and ascertained in case of any Difference or Dispute about the same, and the same shall be recovered, levied and applied in such and the like Manner.

Tenants to
give Posses-
sion.

XIV. And be it further enacted, That all and every Person and Persons, Body and Bodies Politic, Corporate and Collegiate, in Possession of any Lands or Grounds which shall be purchased by virtue of this Act by the said Mayor and Commonalty, or any Part thereof, shall, at the End of Six Months next after Notice shall be given to him, her or them for that Purpose under the Hands of the Receiver or Chamberlain for the Time being of the said Mayor and Commonalty, peaceably and quietly deliver up the Possession of the Premises, with such Fixtures as are or shall be the Property of the Landlord, to such Person or Persons as shall be authorized by the said Mayor and Commonalty to take Possession thereof, and in case any such Person or Persons, or Body Politic, Corporate or Collegiate, shall refuse to give up such Possession as aforesaid, it shall and may be lawful to and for the said Mayor and Commonalty to issue their Precept or Warrant signed by the said Receiver and Chamberlain for the Time being of the said Mayor and Commonalty, to One or more of the Serjeants at Mace of and for the said Borough, to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Warrant be nominated to receive the same; and the said Serjeant or Serjeants is and are hereby required to deliver such Possession accordingly, and to levy such Costs as shall accrue upon the issuing or Execution of such Precept or Warrant on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her and their Goods, returning the Overplus (if any) to the Owner thereof, on Demand: And in case any such Person or Persons, Body and Bodies Politic, Corporate

porate and Collegiate, shall be required to deliver up Possession of such Premises before the Expiration of his, her or their Term therein, then and in every such Case the said Mayor and Commonalty shall, and they are hereby required to make Satisfaction and Compensation to the Person or Persons, Body and Bodies Politic, Corporate and Collegiate, for the Loss and Damage which he and they shall thereby sustain; and in case any Difference or Dispute shall arise touching such Satisfaction or Compensation, the same shall be settled and determined by a Jury in such and the like Manner, as the Satisfaction and Compensation to be made for the Purchase of any Lands or Grounds to be taken or made Use of for the Purposes of this Act, is hereinbefore directed to be settled and determined.

XV. And be^{it} further enacted, That it shall and may be lawful to and for the said Mayor and Commonalty, and they are hereby authorized and empowered to sell and dispose of, or cause to be sold and disposed of, for the best Price or Prices that can or may be reasonably had or gotten for the same, all or any Part or Parts of the Lands and Grounds so to be purchased as aforesaid, as may not be necessary for the Purposes of this Act, to such Person or Persons as shall be willing to purchase the same: Provided always, That the said Mayor and Commonalty, before they shall sell and dispose of any Piece or Parcel of Ground, or any Lands, or Grounds, which they shall have purchased by the Valuation of a Jury under the Provisions aforesaid, do and shall offer the same to the Person or Persons, Body or Bodies Politick, Corporate, Collegiate or Sole, from whom the same shall have been so purchased; and in case such Person or Persons, Body or Bodies Politic, Corporate, Collegiate or Sole respectively, shall not then and thereupon agree, or shall refuse (except in respect to and on Account of the Price thereof as hereinafter mentioned) to purchase or re-purchase the same respectively, any Affidavit to be made and sworn before any Master or Masters Extraordinary in the High Court of Chancery or before one of His Majesty's Justices of the Peace for the said Borough of *Plymouth* (who are hereby empowered to administer the same), by some Person or Persons no Way interested in the said Lands or Grounds, stating that such Offer was made by or on the Part and Behalf of the said Mayor and Commonalty, and that such Offer was not then and thereupon agreed to, or was refused by the Person or Persons, Body or Bodies Politick, Corporate, Collegiate or Sole as aforesaid, to whom the same was so offered, shall in all Courts whatsoever, be sufficient Evidence and Proof that such Offer was made and not agreed to, or was refused by the Person or Persons, Body or Bodies Politic, Corporate, Collegiate or Sole as aforesaid, to whom such Offer was made (as the Case may be); and in case such Person or Persons, Body or Bodies Politic, Corporate, Collegiate or Sole, shall be desirous of re-purchasing the same, and he, she or they and the said Mayor and Commonalty shall differ and not agree with respect to the Price thereof, then the Price or Prices thereof shall be ascertained by a Jury in like Manner as in this Act is directed with respect to the disputed Value of Premises to be purchased by the said Mayor and Commonalty as aforesaid, in pursuance of this Act; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as is hereinbefore directed with respect to such Purchases made by the said Mayor and Commonalty *mutatis mutandis*: Provided always, that such Sum or Value shall in no Case be less than any other Person or Persons would be ready to give for the *bond fide* Purchase thereof or of any Part thereof.

Corporation
to sell Land
&c. not
wanted.

The Words
"Grant,
Bargain and
Sale," to be
good Convey-
ances.

XVI. And be it further enacted, That in all Grants and Conveyances to be made by the said Mayor and Commonalty under or by virtue and in pursuance of the several Powers and Authorities to them hereby given, the Words, "Grant, Bargain and Sale," shall amount unto and be construed and adjudged in all Courts of Judicature to be express Covenants to the Grantee or other Purchaser, his, her or their Heirs, Executors, Administrators and Assigns, from the said Mayor and Commonalty and their Successors, that they the said Mayor and Commonalty, notwithstanding any Act done by them, were at the Time of the Execution of any such Grant or Conveyance seized of the Hereditaments and Premises thereby granted, conveyed and sold of an indefeasible Estate of Inheritance in Fee-simple free from all Incumbrances for quiet Enjoyment thereof against the said Mayor and Commonalty, their Successors and Assigns, and all claiming under them, and all such Purchasers shall be indemnified and saved harmless by the said Mayor and Commonalty.

Expences.

XVII. And be it further enacted, That all Costs, Charges, and Expences incident to, or attending the obtaining and passing of this Act shall be borne, paid and defrayed by the said Mayor and Commonalty.

Limitation of
Actions.

XVIII. And be it further enacted, That no Action or Suit shall be commenced against the said Mayor and Commonalty, or any Person or Persons for any Thing done or to be done by virtue or in pursuance of this Act, until Thirty Days Notice thereof shall have been first given in Writing by the intended Plaintiff or Plaintiffs of the Cause and Intentions of and for commencing such Action or Suit, and the Time when such Action or Suit will be commenced; nor at any Time whatsoever, after sufficient Satisfaction or Tender thereof shall have been made to the Party or Parties aggrieved, or to his, her or their Attorney or Agent; nor after Three Calendar Months from the Commission of the Fact for which such Action or Actions, Suit or Suits shall be so brought; and in case there shall be a Continuation of Damages, then after Three Calendar Months from the Cessation of the doing or commission of such Damage; and all Actions and Suits shall be laid and tried in the Borough of *Plymouth* and not in any other County or Place; and the Defendant or Defendants in every such Action or Suit may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial or Trials which shall be had thereupon, and that the Matter or Thing for which such Action or Suit shall be brought, was done in pursuance and by the Authority of this Act, or of some Rule, Order, or Bye-law in pursuance thereof; and if the said Matter or Thing shall appear to have been so done, or if it shall happen that such Action or Suit was brought before Thirty Days Notice thereof given as aforesaid, or that sufficient Satisfaction was made or tendered as aforesaid, or paid into Court with the Leave thereof either before or after Issue joined in such Action or Suit, or if any such Action or Suit shall not be commenced within the Time hereinbefore for that Purpose limited, or shall be laid or brought in any other County or Place than as aforesaid, then the Jury shall find for the Defendant or Defendants therein; and also if the Plaintiff or Plaintiffs shall become nonsuited, or suffer a Discontinuance of such Action or Actions, after the Defendant or Defendants shall have appeared thereto, or if Judgment shall be given for the Defendant or Defendants therein, or if any Verdict shall pass against the Plaintiff or Plaintiffs, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff or Plaintiffs, the Defendant or Defendants shall have

have full Costs, and shall have such Remedy for the recovering the same as any Defendant or Defendants hath or may have for his, her or their Costs in any other Cases by Law.

XX. Provided always, and be it enacted, That if any Person or Persons Appeal, shall think himself, herself or themselves aggrieved by Reason of any Judgment, Conviction or Determination of any Justice or Justices of the Peace, or by any Thing done in pursuance of this Act, for which no particular Method of Relief hath been already appointed, he, she or they may appeal to the next General Quarter Sessions of the Peace to be holden for the said Borough of *Plymouth*, which shall next happen after the Expiration of Twenty-eight Days after the Cause of Complaint shall have arisen, in every or either of which Cases such Appellant giving, or causing to be given Fourteen Days Notice, at least, in Writing, of his, her or their Intention to bring such Appeal, and of the Matter thereof, to the Town Clerk, or his Deputy for the Time being, and within Seven Days after such Notice, entering or causing a Recognizance to be entered into before some Justice or Justices of the Peace for such Borough, by Two sufficient Sureties conditioned to try such Appeal, and to abide the Order thereof, and to pay such Costs as shall be awarded by the Justices at such General Quarter Sessions; and the said Justices, at such Quarter Sessions, upon due Proof of such Notice being given as aforesaid, and of entering into such Recognizance, shall hear and determine the Causes and Matters of every such Appeal in a summary Way; and the said Justices shall and may award such Satisfaction and Costs to the Parties respectively appealing or appealed against, as they, the said Justices, shall think proper; and the Determination of such Justices at such Quarter Sessions shall be final, binding, and conclusive.

XXI. And be it further enacted, That this Act shall be deemed and taken Publick Act, to be a Publick Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others, without being specially pleaded.

The SCHEDULE to which this Act refers.

PART of a Yard or Courtlage, lying adjoining to *Catherine Street* or *Workhouse Lane* aforesaid, belonging to the Mayor and Aldermen of the Borough of *Plymouth*, and the Overseers of the Poor of the Parish of *Maker*, in the said County of *Devon*, in the Occupation of Messieurs *King* and *Company*, Beer-Brewers, and extending in Length from *Catherine Street* or *Workhouse Lane* aforesaid in a Western Direction One hundred and six Feet or thereabout, and in Width from North to South Forty Feet or thereabout.

Part of a Piece of inclosed Ground used as a Garden, called the *Cherry Garden*, belonging to *Henry Tolcher* Esquire, in the Occupation of *Thomas Angell White*, and extending from the Western Side of the said Yard or Courtlage in a Western Direction One hundred and sixty six Feet or thereabout, and in Width from North to South Forty Feet or thereabout.

Part of a Field called *Friar's Park*, belonging to the said *Henry Tolcher*, and now in the Occupation of himself and *William Willington*, and extending from the Western Side of the said *Cherry Garden* in a Western Direction

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tion One hundred and fifty three Feet or thereabout, and in Width from North to South Forty Feet or thereabout, and from thence again extending in Length in a Northern Direction towards a certain Street called *Westweel Street* otherwise *Love Lane*, Two hundred and sixty seven Feet or thereabout, and in Width from East to West Forty Feet or thereabout, and from thence again extending in Length in a Western Direction through Part of a Garden, formerly Part of the said Field, now in the Occupation of the said *William Willington*, Fifty seven Feet or thereabout, and in Width Forty Feet or thereabout.

Part of a Field called the *Pump Field*, belonging to *Peter Jacobson* Gentleman, in the Occupation of *Peter Dunsterville* Merchant, and extending in Length from the Western Side of the said Garden in the Possession of the said *William Willington*, across the said *Pump Field* in a Western Direction One hundred and seventy nine Feet or thereabout, and in Width Forty Feet or thereabout.

All those Two Fields called the *Lower Meadow* and *Symkins*, or *Symon's Meadow*, lying adjoining to a certain Lane called *Old Mill Lane* otherwise *Lower Mill Prison Lane*, containing Six Acres or thereabout, the Property of *Mary Margaret Clark* Spinster, *William John Clark*, and *Erving Clark* Gentlemen, in the Occupation of *Francis Lindsay* Esquire.

Part of a Piece of inclosed Ground lying adjoining to and on the Eastern Side of the narrow Lane or Way leading from the lower End of *George Street* to the lower End of *Frankfort Street*, belonging to *James Gould* Builder, in his own Occupation, extending in Length in a Northern Direction from the lower End of *George Street* towards *Frankfort Street* One hundred and sixty seven Feet or thereabout, and in Width Ten Feet or thereabout; and also the Part of the said narrow Lane or Way bounding the said Piece of inclosed Ground on the West, belonging to the said *James Gould* and to *William Prance* the Younger, Esquire.

Part of Two Fields adjoining the said narrow Lane or Way, lying on the Western Side thereof, belonging to *Samuel Arber* Esquire, in the Occupation of *Joseph Murch*, and extending in Length in a Northern Direction from the lower End of *George Street* towards *Frankfort Street*, Two hundred and ninety Feet or thereabout, and in Width Forty-two Feet, including the said narrow Lane or Way, or thereabout.

Part of a Field, formerly called *Plymouth* or *Frankfort Meadow*, belonging to the said *William Prance* the Younger, in the Occupation of the said *Joseph Murch*, and extending in Length from the Northern Boundary of the said last-mentioned Fields in a Northern Direction towards *Frankfort Street*, Two hundred and fifty four Feet or thereabout, and in Width Forty Feet, including the said narrow Lane or Way, or thereabout.

Part of an inclosed Yard belonging to the said *William Prance* the Younger, and the Representatives of *John Walters* Stone-mason, deceased, in the Occupation of the said Representatives, extending in Length from the Northern Boundary of the last-mentioned Field in a Northern Direction towards *Frankfort Street*, One hundred and thirteen Feet or thereabout, and in Width, including the said narrow Lane or Way, Thirty-one Feet or thereabout.