



CHAP. 3.

An Act to authorise the President and Scholars of Corpus Christi College in the University of Oxford to grant a Lease of part of their Estates situate in the parish of Temple Guiting in the county of Gloucester. A.D. 1871.

[24th July 1871.]

WHEREAS the President and Scholars of Corpus Christi College in the University of Oxford claim to be lords of the manor of Temple Guiting in the county of Gloucester, and to be the owners of considerable estates situate in the parish of Temple Guiting aforesaid :

And whereas at the Court Baron of the said President and Scholars holden on the eighteenth day of June one thousand eight hundred and thirty-six, William Mount, Esquire, was by ten several separate admissions admitted tenant of and to the tenements and premises distinguished as Copy No. 2, Copy No. 3, Copy No. 4, Copy No. 5, Copy No. 7, Copy No. 8, Copy No. 10, Copy No. 12, Copy No. 28, and Copy No. 33, and at the same court the said President and Scholars, by their steward, by ten several separate grants granted unto Cecilia Eliza Taylor, then aged fourteen years or thereabouts, the reversion of, in, and to the same tenements and premises, and all and every the allotments or allotment made or set out in lieu or in respect of the same premises respectively, or any part or parts thereof respectively, by virtue and in pursuance of an Act of Parliament passed in the forty-fourth year of the reign of His late Majesty King George the Third, for inclosing lands in the parish of Temple Guiting in the county of Gloucester, to hold for the term of her life at the will of the lords, according to the custom of the said manor, immediately after the death, surrender, or forfeiture of the said William Mount, at the several yearly rents thereby respectively reserved, and under and subject to the heriots, burthens, customs, and services due and of right accustomed :

[*Private.*-3.]

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A.D. 1871.
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 Indenture
 dated 27th
 July 1840.

And whereas by an indenture dated the twenty-seventh day of July one thousand eight hundred and forty, and expressed to be made between the said William Mount of the one part and Isabella Talbot and Jane Elizabeth Talbot, spinsters, of the other part, after reciting (amongst other things) that the several sums therein mentioned paid for fines by the said William Mount on the said admissions as therein-before mentioned were not the moneys of the said William Mount, but were the proper moneys of the said Isabella Talbot and Jane Elizabeth Talbot, and the name of the said William Mount was used in the said admissions and grants respectively in trust only for the said Isabella Talbot and Jane Elizabeth Talbot, as he did thereby admit and acknowledge, it was by the indenture now in recital witnessed, that in consideration of the premises the said William Mount, for himself, his heirs, executors, and administrators, did thereby covenant, promise, and declare with and to the said Isabella Talbot and Jane Elizabeth Talbot, their executors, administrators, and assigns, that he the said William Mount, and all and every persons and person claiming or to claim by, from, through, or under him, would, at any time or times thereafter, upon the request and at the costs and charges of the said Isabella Talbot and Jane Elizabeth Talbot, their executors, administrators, or assigns, apply for and receive and take any further admittance to all and singular the said customary or copyhold hereditaments and premises, with their appurtenances, for the estate, term, and interest therein to which they respectively might be entitled by virtue of any grants or re-grants or admissions then already had or thereafter to be had thereunder, and which according to the custom of the aforesaid manor might be necessary or required, and at the like request, costs, and charges duly surrender the same premises to the use of such person or persons and in such manner as the said Isabella Talbot and Jane Elizabeth Talbot, or either of them, or either of their respective executors, administrators, or assigns, should direct or require, and in the meantime and until such last-mentioned surrender or surrenders respectively should be made, or admittance or re-grant be had or obtained by virtue thereof, would stand possessed of the same customary or copyhold hereditaments and premises, with their appurtenances, for all such term, estate, and interest as he should be entitled to as aforesaid, in trust only for the said Isabella Talbot and Jane Elizabeth Talbot, their executors, administrators, and assigns, and would pay and apply and dispose of the rents, issues, and profits thereof accordingly :

And whereas the said tenements and premises are the same as those the particulars whereof are specified in the schedule to this Act :

And whereas the said William Mount died on the tenth day of April one thousand eight hundred and sixty-nine, but the said Cecilia Eliza Taylor has never been admitted tenant of the hereditaments and premises or any of them : A.D. 1871.

And whereas the said Isabella Talbot died on the ninth day of October one thousand eight hundred and sixty-nine, having, by her will dated the twenty-ninth day of June one thousand eight hundred and forty-eight, which was proved on the twenty-third day of May one thousand eight hundred and seventy in the Principal Registry of Her Majesty's Court of Probate by the said Jane Elizabeth Talbot, the sole executrix thereof, given and devised all her real and personal estate unto the said Jane Elizabeth Talbot, her heirs, executors, administrators, and assigns :

And whereas under the provisions of the said Act of Parliament, intituled "An Act for inclosing lands in the parish of Temple Guiting in the county of Gloucester," the said Jane Elizabeth Talbot was entitled to certain rights in the trees and plantations growing on the said lands specified in the said schedule, some of which rights determined on the tenth day of April one thousand eight hundred and seventy, but some of which are still existing, and to which she is still entitled :

And whereas previously to the said tenth day of April one thousand eight hundred and seventy it was arranged and agreed between the said President and Scholars and the said Jane Elizabeth Talbot that in consideration of the sum of five hundred pounds to be paid by them to her she would forego certain of her aforesaid rights which so determined as aforesaid, and it was afterwards further arranged and agreed between them that the said Jane Elizabeth Talbot should give up the said sum of five hundred pounds, and should release to the said President and Scholars all her estate and interest for the life of the said Cecilia Eliza Taylor or otherwise in the said mansion house, lands, tenements, and hereditaments, and also all her then existing rights in the said trees and plantations, in consideration of the said President and Scholars granting to the said Jane Elizabeth Talbot a lease of the same mansion house, lands, tenements, and hereditaments for the term of seventeen years from the tenth day of October one thousand eight hundred and seventy at the yearly rent of four pounds fifteen shillings and fourpence :

And whereas the said President and Scholars were at the time of entering into the said last-mentioned agreement satisfied that the said Cecilia Eliza Taylor was in good health :

And whereas it will be advantageous for the said President and Scholars that the said arrangement with the said Jane Elizabeth

A.D. 1871. Talbot should be carried out for the following (amongst other) reasons; first, that the proposed term of seventeen years would determine at the same time as the existing lease of certain freehold hereditaments belonging to the said President and Scholars, and of which the said Jane Elizabeth Talbot is the lessee, and which adjoin and lie intermixed with the said copyhold hereditaments; secondly, that the rights of the said Jane Elizabeth Talbot in the timber on the said copyhold hereditaments are of considerable value, and the exercise of them might be very detrimental to the estate; and thirdly, that the marketable value of the term so intended to be granted is considerably less than that of the existing interest of the said Jane Elizabeth Talbot, but the said Jane Elizabeth Talbot is notwithstanding desirous of acquiring a term certain in the said hereditaments in lieu of her existing interest:

And whereas in conformity with the said agreement a draft lease in the form set forth in the schedule to this Act has been prepared and approved of on behalf of the said President and Scholars by Mr. William Henry Walsh, their solicitor, and on behalf of the said Jane Elizabeth Talbot by Messrs. Edward and Henry Tylee, Wickham, and Moberly, her solicitors, as testified by their respective signatures thereto, but the said President and Scholars have been advised that they have at present no legal power to grant the proposed lease, and it is expedient that such power be by the authority of Parliament conferred on them:

Therefore Your Majesty's most dutiful and loyal subjects, James Norris, Doctor in Divinity, President of Corpus Christi College in the University of Oxford, and the Scholars of the same college, and Jane Elizabeth Talbot, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title. 1. This Act may be cited as "The Temple Guiting Estate Act, 1871."

Power to grant lease in form agreed on. 2. The President of Corpus Christi College in the University of Oxford and the Scholars of the same college for the time being shall, when or at any time after the release by the said Jane Elizabeth Talbot mentioned in the aforesaid agreement shall have been executed by her, execute a lease in the form set forth in the schedule to this Act, or as nearly in accordance therewith as circumstances will admit.

General saving of rights. 3. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all persons and bodies politic and corporate, and

[34 & 35 VICT.] *The Temple Quitting Estate Act, 1871.* [CH. 3.]

their respective heirs and other representatives (other than the corporation and persons by this Act expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever of, in, to, or out of the said mansion house, lands, tenements, and hereditaments, or any part or share of or in the same, as they or any of them had before the passing of this Act, or would or might have had if this Act had not been passed. A.D. 1871.
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4. The President of Corpus Christi College in the University of Oxford and the Scholars of the same college for the time being, and Jane Elizabeth Talbot, her heirs, executors, and administrators, are excepted out of the general saving in this Act, and they accordingly are alone bound by this Act. Exception
out of gene-
ral saving.

5. This Act shall not be a Public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty duly authorised 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. Act as
printed by
Queen's
Printers to
be evidence.

A.D. 1871.

The SCHEDULE referred to in the foregoing Act.

THIS Indenture made the _____ day of _____ 1871, between James Norris, Doctor in Divinity, President of Corpus Christi College in the University of Oxford, and the Scholars of the same college, of the one part, and Jane Elizabeth Talbot, of Temple Guiting in the county of Gloucester, spinster, of the other part, witnesseth, that the said President and Scholars, in consideration of the rents and covenants herein-after reserved and contained on the part of the lessee, and in exercise of the power in this behalf conferred on them by an Act of Parliament passed in the session holden in the _____ years of the reign of Her present Majesty, intituled An Act

and of every or any other power or authority in anywise enabling them in this behalf, and by virtue of their estate and interest, do demise and lease unto the said Jane Elizabeth Talbot the capital messuage or mansion house, and all and singular the lands, tenements, and hereditaments the particulars whereof are specified in the schedule to these presents, together with all and singular the appurtenances to the said demised premises belonging or in anywise appertaining, and which have been heretofore usually holden, occupied, and enjoyed therewith, or accepted, deemed, and taken to be part and parcel thereof, all which premises intended to be hereby demised are situate and being at or within Temple Guiting aforesaid, and were lately parcels of the customary lands of the manor of Temple Guiting in the said county of Gloucester, and held for the life of Cecilia Eliza Taylor under or by virtue of several grants made by the said President and Scholars as lords of the said manor by copies of court roll of the said manor according to the custom thereof, but have recently, by virtue of a surrender to the lords made by the said Cecilia Eliza Taylor and of a release made by the said Jane Elizabeth Talbot to the said President and Scholars, become part of their demesne lands as lords of the said manor, except and always reserved to the said President, their successors and assigns, out of these presents all timber trees, trees likely to become timber, and all plantations of wood growing or being or that hereafter shall grow in or upon the said demised premises; and also except and reserved to the said lessors all mines and quarries in, under, or upon the said demised premises; and also except and reserved to the said President and Scholars, and their successors, free liberty at all times of ingress, egress, and regress into, upon, and from the said demised premises at all seasonable times to work the said excepted mines and quarries, and for all other reasonable purposes, but not for the purpose of felling, cutting down, and carrying away the said timber and other trees and plantations of wood or any of them, it being intended that the same shall not without the previous consent of the said Jane Elizabeth Talbot, her executors, administrators, or assigns, be felled or cut down during the continuance of this demise: To hold the said premises intended to be hereby demised unto the

said Jane Elizabeth Talbot, her executors, administrators, and assigns, for the term of seventeen years from the tenth day of October one thousand eight hundred and seventy, yielding and paying therefor yearly and every year during the same term unto the said President and Scholars at or in the said College of Corpus Christi in Oxford the sum of four pounds fifteen shillings and fourpence by equal half-yearly payments on the fifth day of April and the tenth day of October in every year, free from all deductions and abatements whatsoever, the first of such half-yearly payments to be made on the fifth day of April one thousand eight hundred and seventy-one. And the said Jane Elizabeth Talbot doth hereby, for herself, her heirs, executors, administrators, and assigns, covenant with the said President and Scholars, and their successors, in manner following (that is to say), that she the said Jane Elizabeth Talbot, her executors, administrators, or assigns, will from time to time during the said term pay or cause to be paid unto the said President and Scholars, or their successors, the said rent herein-before reserved on the days or times and at the place hereby appointed respectively for payment of the same; and also will during the said term bear and pay the land tax, and all other rates, charges, and assessments whatsoever now charged or hereafter to be charged upon the said premises or upon the landlords or tenants in respect thereof, or of the rents hereby reserved (the landlords property tax in respect of the rent hereby reserved only excepted): And also shall and will at all times during the said term insure and keep insured all the buildings erected and to be erected on the said hereby demised premises to the full value thereof in one of the public offices of insurance from fire in London or Westminster, and upon every request of the lessors or of their steward or agent for the time being produce the current year's receipt for such insurance (the moneys arising from which insurance shall be laid out to the satisfaction of the said lessors in rebuilding or reinstating the said demised premises): Also shall and will at all times during the said term hereby granted well and sufficiently make, maintain, and keep the said tenements, and all erections and buildings upon or belonging to the said demised premises or any part thereof, in good condition and repair, reasonable use and wear and tear only excepted, being allowed by the said President and Scholars, or their successors, sufficient great timber, rough and unwrought, of such as shall be upon the premises, for the purpose of repairing the said buildings, save only such buildings (if any) as during the said term shall be damaged or destroyed by fire, all which are to be repaired or reinstated by the lessee, her executors, administrators, or assigns, without any such allowance of rough timber, although sufficient for the purposes may then be on the said demised premises; and being also allowed to cut the white thorns growing in the hedges at times seasonable for making and maintaining fences, and the offal thereof to have and take for her or their fuel, but the said rough timber to be taken by the assignment and delivery of the said President and Scholars, or their successors, when occasion shall require; and all and every the buildings, being so kept in good condition and repair as aforesaid, will at the end or other sooner determination of the said term peaceably leave and yield up unto the said lessors: And further, that she the said Jane Elizabeth Talbot, her executors, administrators, or assigns, shall and will effectually guard and protect all young and newly planted trees from damage by cattle or otherwise, and shall not nor will during the said term hereby granted cut, lop, or shred any of the ash trees or pollards

A.D. 1871. — under eight years growth: And that she the said Jane Elizabeth Talbot, her executors, administrators, and assigns, will at all times during the said term farm, manage, and cultivate all the lands hereby demised in a proper husband-like manner in all respects according to the custom of the country: Also that she the said Jane Elizabeth Talbot, her executors, administrators, or assigns, will not assign the said demised premises, or any part thereof, or do, commit, or suffer any act, matter, or thing whatsoever whereby the said premises or any part thereof shall or may be assigned to any person or persons whomsoever for the whole of the said term hereby granted without the license in writing of the said lessors, under their common seal, first obtained for every such purpose, which license it is agreed shall not extend or be construed to extend to any future assignee of the said demised premises, and shall be restricted to the person therein named: Provided always, that if any or either of the said several rents hereby reserved, or any part thereof, shall be unpaid for twenty-eight days next after the same shall respectively have become payable as aforesaid (although no formal or legal demand shall have been thereof made), or if default shall be made in the observance or performance of any or either of the covenants, stipulations, or agreements herein contained on the part of the said Jane Elizabeth Talbot, her executors, administrators, or assigns, which by her or them are required to be observed and performed, then and from thenceforth and in either of such cases it shall be lawful for the said President and Scholars, or their successors, into and upon the said demised premises or any part thereof in the name of the whole to re-enter, and the same to re-possess and enjoy as of their former estate, and upon such entry the said term hereby granted shall determine: And the said President and Scholars, for themselves and their successors, hereby covenant with the said Jane Elizabeth Talbot, her executors, administrators, and assigns, that she and they paying the rents hereby reserved, and observing and performing the covenants, conditions, and agreements herein-before on her and their parts contained, shall and may peaceably possess and enjoy the said demised premises for the time hereby granted without any interruption by them the said President and Scholars, or their successors, or by any person or persons claiming under them. In witness whereof, to the one part of these indentures the said President and Scholars have hereunto affixed their common seal, and to the other part thereof the said Jane Elizabeth Talbot hath set her hand and seal, the day and year first above written.

The SCHEDULE referred to in the above-written Indenture.

IN OWN OCCUPATION.

Description.	State.	Quantity.		
		A.	R.	P.
Mansion house, offices, gardens, shrubberies, pleasure grounds, Cripp's old orchard, &c.	—	11	3	7
Kitchen gardens, yards, &c.	—	1	3	2
Cottages, gardens, yard, timber yard, stable, and out-buildings, &c.	—	2	3	29
Further Hitching	Arable	8	0	20
Near Hitching	Ditto	8	3	35
Sherry ground, pasture and garden, &c.	—	2	1	30
Court Mead	Pasture	25	3	26
Pacey's ditto	"	19	2	26
Garden, &c.	—	0	1	28
Cottages and gardens	—	0	2	3

WOOD AND PLANTATIONS.

Plantations in Near and Further Hitching	—	5	0	28
Plantations in Further Hitching	—	1	0	15
Plantations in Near Hitching	—	1	3	9
Plantation adjoining the street	—	0	0	37
Plantation at Barn Meadow	—	0	2	8
Maize Walk and Colt's House Plantation	—	14	0	27
Green Walk Plantation, Vauxhall and Maize Walk	—	9	0	4
Plantation next Kineton Road	—	0	2	19
Plantation in Colman's Piece	—	0	3	3
Plantation next the Ford Road	—	0	1	16
Plantation next the Hyde	—	2	0	3
Upper Plantation	—	0	1	12
Plantation at Louse Hill	—	0	1	33
Plantation in Louse Hill	—	6	3	24
Plantation in Upper Court Field	—	0	2	33
Plantation next Pinnock Road	—	1	0	27
Brake in Lower Court Field	—	0	3	2
Plantation by Kineton Road	—	1	0	28
Plantation in Further Court Field	—	0	1	2
Little Plantation	—	0	0	11
Plantation in Upper Court Field	—	0	3	13
Plantation in Further Court Field	—	0	3	25
Mill Lane Drive	—	8	0	20
Dowdeswell's Plantation	—	4	1	19
Lower Withey Beds	—	1	2	31
Leigh Wood	—	40	1	18

A. 186 1 33

A.D. 1871.

IN OCCUPATION OF EDWIN COOKE.

Description.	State.	Quantity.		
		A.	R.	P.
New Barn and Yard - - - - -	—	1	0	11
Middle Hitchen - - - - -	Pasture	19	0	0
Lower Hitchen - - - - -	Ditto	8	3	10
Lower Colt's House - - - - -	Ditto	5	3	23
Wagner Bottom - - - - -	Ditto	7	0	17
Binks Brook - - - - -	Arable	16	2	18
Saintfoin Hill - - - - -	Ditto	17	3	1
Coney Field - - - - -	Ditto	12	0	11
Leigh Wood Field or Kineton Field - - - - -	Ditto	20	0	36
Lower Court Field - - - - -	Ditto	28	2	24
Upper Court Field - - - - -	Ditto	30	0	28
Upper Colman or Louse Hill - - - - -	Ditto	28	0	38
Lower Colman's Piece - - - - -	Ditto	32	3	3
		<u>A. 228 1 20</u>		

IN OCCUPATION OF THOMAS BUTLER.

Further Mead or Court Field - - - - -	Pasture	36	0	7
		<u>36 0 7</u>		

SUMMARY.

In own occupation - - - - -	—	186	1	33
In occupation of Edwin Cooke - - - - -	—	228	1	20
In occupation of Thomas Butler - - - - -	—	36	0	7
		<u>Total A. 450 3 20</u>		