

SCHEDULES.

THIRTEENTH SCHEDULE

Section 138.

COMPENSATION FOR EXTINGUISHMENT OF MANORIAL INCIDENTS.

PART I

FORM No. 1. COMPENSATION AGREEMENT.

Manor of _____, in the County of _____

AN AGREEMENT made the _____ day of _____ 19____, BETWEEN A.B., of &c. (Lord of the above-mentioned Manor) of the first part, C.D., of &c. (Mortgagee of the said Manor) of the second part, E.F., of &c., and G.H., of &c. (Settled Land Act Trustees of the Vesting Deed affecting the said Manor) of the third part, X.Y., of &c. (the Owner of the land described in the First Schedule hereto, formerly copyhold of the said Manor but now enfranchised by virtue of the Law of Property Act, 1922) of the fourth part, and H.J., of &c. and K.L., of &c. (Settled Land Act Trustees of the Vesting Deed affecting the said land), of the fifth part.

[NOTE.—In framing compensation agreements only the persons who on a sale of the manorial incidents and of the land affected would have been able to make a title thereto respectively and give a receipt for the purchase money will be made parties.]

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WITNESSETH AS FOLLOWS:—

1. Pursuant to the Law of Property Act, 1922, it is agreed that the compensation for the extinguishment of the manorial incidents saved by Part V. of that Act affecting the said land [and of the rights of the lord in or to any mines and minerals in or under the said land and the sporting and other rights affecting the same preserved by the Twelfth Schedule to that Act] shall be the sum of pounds with interest thereon payable half yearly at the rate of five and a half pounds per cent. per annum from the date hereof until paid [or the principal sum of pounds to be paid by twenty equal instalments, the first instalment to be paid on the first day of January next with interest at five and a half per cent. per annum on the said principal sum from the date hereof and a further instalment with interest at the like rate on so much of the said principal sum as for the time being remains unpaid to be paid on every subsequent first day of January until the said principal sum shall be fully paid (all interest up to date being paid with the instalments) and so long as any of the said instalments and interest remain payable a terminable and variable rentcharge commencing from the date hereof and accruing from day to day but payable at the same time as the instalments and interest shall issue out of the said land [or the part of the said land described in the first part of the First Schedule hereto] of an amount equal to the said instalments and interest from time to time payable and so as to secure the same].

2. The said (the person who retains the custody of the documents mentioned in the first part of the Second Schedule which relate to the manor) hereby acknowledges the right of the said to production of the documents mentioned in the first part of the Second Schedule hereto and to delivery of copies thereof [and hereby undertakes for the safe custody thereof].

3. The said (the person who retains the documents mentioned in the second part of the Second Schedule which relate to the land) hereby acknowledges the right of the said to production of the documents mentioned in the second part of the Second Schedule hereto and to delivery of copies thereof [and hereby undertakes for the safe custody thereof].

4. The stewards compensation and all costs and expenses paid or incurred by the lord and recoverable from the tenant in respect of this extinguishment have been included in the compensation money aforesaid.

As WITNESS the hands of the parties hereto the day and year first above written.

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[NOTE.—If the compensation is not paid in one gross sum, then the agreement should be executed in duplicate. If the tenant releases his rights in the minerals and grants any facilities for working the same the release and grant may be inserted in the agreement which should then be executed under seal. Though the mines and minerals included in the copyhold tenement are enfranchised, the rights in relation thereto are not affected unless expressly included as in paragraph 1.

The undertaking in paragraphs 2 and 3 will be omitted where a mortgagee or trustee retains the documents.]

The FIRST SCHEDULE referred to in the above Agreement.

DESCRIPTION OF THE LAND AFFECTED BY THE MANORIAL INCIDENTS.

[Note this description will be taken from the Court Rolls, unless a new description is agreed to. In default of agreement the party requiring a plan or new description must bear any additional costs incident thereto.]

The SECOND SCHEDULE referred to in the above Agreement.

FIRST PART.

Particulars of documents relating to the said Manor and retained by the said

SECOND PART.

Particulars of documents relating to the said land and retained by the said

FORM No. 2. RECEIPT FOR RENTS, &C. AND GROSS SUM TO BE ENDORSED ON THE COMPENSATION AGREEMENT.

The Manor of _____ in the County of _____

1. The within-named lord of the above-mentioned manor hereby acknowledges that all rents, fines, reliefs, heriots and fees payable in respect of the land referred to in the within Agreement have been duly discharged.

2. The said lord [or The within named _____ and _____ (as trustees for the purposes of the Settled Land Acts of the Vesting Deed affecting the said manor or other

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the proper description of the persons who would be entitled to give a receipt for the proceeds of the sale if the manorial incidents were sold)] hereby acknowledge[s] the receipt of the Compensation money by the within written Agreement agreed to be paid and all interest (if any) due thereon.

Dated this day of 19 .

[NOTE.—Paragraph 2 will only be used when the compensation is paid in a single gross sum. If a rentcharge is created separate receipts must be given as and when each instalment is paid.]

Section 139.

PART II

SCALE OF COMPENSATION FOR EXTINGUISHMENT OF MANORIAL INCIDENTS.

Fines Arbitrary.

- 1 In fine arbitrary cases where a fine is payable on alienation by, as well as on the death of, a tenant, the compensation for fines shall not exceed the number of years' annual value of the land according to the age of the tenant as set forth in the table annexed to this schedule.
- 2 The table is calculated on the principle that a fine based on two years' annual value is payable on each change of tenancy ; therefore, in those manors in which the customary fine on alienation by, or on the death of, a tenant, is based on more or less than two years' annual value, a proportionate increase or reduction shall be made in the amount of the compensation,
- 3 In estimating the annual value of the land, no deduction shall be made for land tax or landlord's property tax, but the quit rent shall be deducted, and, where there are buildings, allowance shall be made for keeping the buildings in repair. In default of agreement the gross annual value of the land as separately assessed for the purposes of Schedule A. of the Income Tax Act, shall (save as hereinafter provided and unless the Minister for any special reason otherwise directs) be used as the basis for ascertaining the annual value : Provided that either party may in any case require the annual value to be assessed by an agreed valuer or by a valuer appointed by the Minister.
- 4 Where there are facilities for improvement or the land has a present or prospective building value, one twentieth part of the capital value of the land as freehold to be determined (in default of agreement) by a valuer appointed by the Minister, shall be used as a basis for ascertaining the annual value.

Fines Certain.

- 5 In fine certain cases where a fine is payable on alienation by, as well as on the death of, a tenant, the compensation for fines shall be calculated by multiplying the amount of the fine by one half of the number of years' purchase given in the table according to the age of the tenant.

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Reliefs.

- 6 The amount of compensation for a relief shall be calculated in like manner as a fine certain.

Heriots.

- 7 The compensation for a heriot payable on alienation by, as well as on the death of, a tenant, shall be calculated by multiplying the value of the heriot by one half of the number of years' purchase given in the table according to the age of the tenant.
- 8 The value of a heriot shall be ascertained from the average value of the last three heriots taken or paid in respect of the land enfranchised. If that information cannot be obtained without undue expense the following circumstances shall be taken into account in fixing the value of the heriot, namely, the nature of the heriot, the character and value of the land, the condition in life of the tenant, and whether the heriot can be seized without as well as within the manor.

When Fine or Heriot payable only on one of the Events of Alienation or Death.

- 9 The table being calculated on the assumption that fines and heriots are payable both on alienation inter vivos by a tenant and on his death, when a fine, whether arbitrary or certain or a heriot, is payable only on one of those events, then only one half of the compensation calculated as previously directed shall be given.

When Fine or Heriot payable on Death of Lord.

- 10 In manors in which fines or heriots are payable on the death of the lord, as well as on alienation by, or on the death of, a tenant, the compensation on the extinguishment of manorial incidents shall be increased according to the nature and amount of the customary fine or heriot payable in the manor on the death of the lord.

Quit Rents and other Annual Payments.

- 11 The compensation for quit rents, free rents, and other annual rents, services, or payments, shall be calculated at 20 years' purchase.

Timber.

- 12 Compensation for timber shall be ascertained as follows :—Where by a special custom of the manor the lord can enter upon the land, and cut and carry away the timber -without the consent of the tenant, its whole value, after making a sufficient allowance for repairs, shall be given to the lord. But where there is no special custom, so that the ordinary law of copyholds is applicable and therefore the lord cannot enter and cut without the consent of the tenant, one half only of its value, after making a sufficient allowance for repairs, shall be given. If there be any other special custom in the manor relating to timber, such custom shall be regarded.

Other Incidents.

- 13 The compensation for all incidents of copyhold tenure extinguished or not saved by virtue of this Act and not otherwise provided for shall be 20 per cent. of the annual value of the land ascertained as provided in paragraphs 3 and 4.

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This paragraph extends to forfeitures, whether or not for the conveyance or attempted conveyance of an estate of freehold in the land or for alienation without licence by way of sale, lease, mortgage, or otherwise:

Provided that, where by the custom of the manor the tenant has an unrestricted right of demising and otherwise dealing with the land without the licence of the lord, no compensation shall be payable under this paragraph unless the Minister otherwise determines; and where the unrestricted right relates to part only of the land the compensation shall be adjusted accordingly.

Perpetually Renewable Copyholds.

- 14 In the case of perpetually renewable copyhold land the compensation for the extinguishment of the manorial incidents payable on renewal shall be 20 years purchase of the yearly rent (including additional rent) which would have been payable under the 15th Schedule to this Act if that Schedule were applicable, and until the incidents are extinguished the said rent (including as aforesaid) shall be payable as a quit or free rent in respect of the land, and except in so far as the same shall have been paid shall be added to the compensation.

Escheat and other Rights reserved.

- 15 The right of escheat being abolished for the benefit of the Crown, or the Duchy of Lancaster or the Duke of Cornwall, its value is not to be taken into consideration.
- If any rights reserved to the lord by the Twelfth Schedule to this Act are acquired by the tenant, the amount of the compensation therefor shall be ascertained by agreement.

When Land held by joint Tenants or on behalf of Tenants in common.

- 16 In the case of an extinguishment of manorial incidents by joint tenants, the compensation for fines, and heriots, if any, shall be based upon such a single life as may be equivalent to the expectation of survivorship of the joint lives according to the rules and tables appended to the Succession Duty Act, 1853. This provision shall apply to an extinguishment of manorial incidents by trustees for sale (whose expectation of survivorship shall be taken into account) on behalf of persons interested as co-parceners or tenants in common in the net proceeds of sale.

Interest.

- 17 Interest shall be payable half-yearly on the amount of the compensation at the rate of five and a half pounds per cent. per annum from the date of the agreement or notice requiring the ascertainment of the compensation to the date of payment of the compensation, unless the compensation is paid by way of an annual terminable rentcharge under this Act.

Date of Computation.

- 18 The value of any matter to be taken into account in ascertaining the compensation payable shall be calculated as at the date of the extinguishment. Table referred to in the foregoing: Schedule, providing a Scale of Compensation for Extinguishment of Manorial Incidents.

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Age of Tenant.	Number of Years' Purchase.
5 or under }	1.06
6	1.09
7	1.11
8	1.14
9	1.16
10	1.19
11	1.21
12	1.24
13	1.26
14	1.29
15	1.31
16	1.34
17	1.37
18	1.39
19	1.42
20	1.45
21	1.48
22	1.51
23	1.53
24	1.56
25	1.59
26	1.62
27	1.65
28	1.68
29	1.71
30	1.74
31	1.77
32	1.80
33	1.83
34	1.86
35	1.90

In constructing this Table a fine arbitrary on admission has been taken as based on two years' annual value, and whilst the average fine interval has been assumed to be 14 years, regard has been had to the age of the tenant.

Where the enfranchised land is by this Act made to vest in a corporation the same compensation shall be payable as if 40 years were the age of the tenant.

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Age of Tenant.	Number of Years' Purchase.
36	1.93
37	1.96
38	2.00
39	2.03
40	2.07
41	2.10
42	2.14
43	2.17
44	2.21
45	2.25
46	2.29
47	2.33
48	2.36
49	2.40
50	2.44
51	2.48
52	2.52
53	2.56
54	2.60
55	2.65
56	2.69
57	2.73
58	2.77
59	2.81
60	2.85
61	2.89
62	2.93
63	2.97
64	3.01
65	3.05
66	3.09

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Age of Tenant.	Number of Years' Purchase.
67	3.13
68	3.17
69	3.20
70	3.24
71	3.28
72	3.31
73	3.35
74	3.38
75	3.41
76	3.45
77	3.48
78	3.51
79	3.54
80	3.56
81	3.59
82	3.62
83	3.64
84	3.67
85	3.69
86	3.71
87	3.73
88	3.75
89	3.77
90	3.79
91	3.80
92	3.82
93	3.83
94	3.85
95	3.86
96	3.87
97	3.89

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Age of Tenant.	Number of Years' Purchase.
98	3.90
99	3.91
100	3.92
101	3.93
102	3.94
103 or upwards }	3.96

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