ANNO NONO & DECIMO

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Cap. ccclxxxix.

An Act for enabling the Warden and College of the Souls of All Faithful People deceased of *Oxford* to grant Building and Improving Leases of their Estates in the County of *Middlesex*.

[18th *August* 1846.]

WHEREAS the Warden and College of the Souls of All Faithful People deceased of *Oxford* are seised in Fee of and in certain Hereditaments situate and being in the Parishes of *Saint Luke Chelsea*, and *Willesden*, and in the Parish, Hamlet, or Township of *Hammersmith*, all in the County of *Middlesex*, and which are particularly mentioned or described in the Schedule to this Act: And whereas all or the greater Part of the said Hereditaments being near the Metropolis are or in a short Time will become eligible for Building Purposes: And whereas it would be highly and permanently advantageous to the said Warden and College if Power were given to them to grant Leases for long Terms of Years of all or any Part of the said Hereditaments for the Purposes of Building, or other Purposes of general Improvement connected with Building, at and under an adequate yearly Rent, and with and under the usual Provisions and Restrictions: And whereas by an Order of the High Court of Chancery, made on the Twenty-ninth Day of *June* One thousand eight hundred and forty-six, on the Petition of the said

Order of the Court of Chancery, dated 29th June 1846.

Warden and College, it was ordered that it should be referred to the Master of the said Court in rotation to inquire and state to the Court what was the Nature of the Charity or College in the Petition mentioned (being the said Warden and College), and how and by whom the same was administered, and for any and what Objects; and it was ordered that the said Master should inquire and state to the Court what was the Nature of the Property and Estates in the Petition referred to (being the Hereditaments mentioned or described in the Schedule to this Act), and whether any and what Persons were interested therein for any and what Estates or Interests; and it was ordered that the said Master should inquire and state to the Court whether it would be for the Benefit of the said Charity or College that the proposed Bill in the Petition mentioned (being this Act), should pass into an Act as it then stood, or with any and what Alterations and Modifications therein: And whereas in pursuance of the said Order *Richard Richards* Esquire, One of the Masters of the said Court of Chancery, made his Report bearing Date the Eighth Day of *July* One thousand eight hundred and forty-six, and thereby certified that the Lands and Hereditaments of the said College had ever since the founding of the said College been, and still were, under the Direction of and were administered by the Warden and Fellows of the said College for the Time being, and had been and were still applied by them from Time to Time for the Benefit of the said Warden and Fellows; and the said Master certified that the only Persons then interested in the said Lands and Hereditaments mentioned or described in the said Schedule to this Act, and also in the Schedule to his said Report, other than the said Warden and Fellows, were the following Persons; (namely,) *Richard Pittman*, who held Two Acres Three Roods and Seven Perches in the Parish of *Saint Luke's Chelsea*, under a Lease for Twenty Years from the Fifth Day of *April* One thousand eight hundred and thirty-eight; *George Bowron*, who held Seventy-three Acres Two Roods and Five Perches in the same Parish under a Lease for Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-two; *Joseph Smith*, who held Three Acres and Thirty-seven Perches in the Parish of *Willesden* under a Lease for Twenty Years from the Fifth Day of *April* One thousand eight hundred and thirty-eight; the said *George Bowron*, who held One hundred and twenty-four Acres Two Roods and Ten Perches in the same last-mentioned Parish under a Lease for Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-two; *William Sellon*, who held One hundred and fifteen Acres Three Roods and One Perch in the same last-mentioned Parish under a Lease for Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine; the Representatives of Mr. *Thomas Harrison*, who held Seventeen Acres One Rood and Eighteen Perches in the same last-mentioned Parish under a Lease for Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-four; *John Salter*, who held Fourteen Acres and Twenty-six Perches in the Parish of *Hammersmith* under a Lease for Fourteen Years from the Twenty-ninth Day of *September* One thousand eight hundred and thirty-nine, and who held Seventeen Acres One Rood and One Perch in the same Parish under

Master's Report, dated 8th July 1846.

under an Agreement from the same Period for the Term of Eight Years; and *John Burleton*, who held Seven Acres and Thirty-four Perches in the same last-mentioned Parish under a Lease for Twenty Years from the Fifth Day of *April* One thousand eight hundred and thirty-eight; and the said Master certified that the said Warden and College were seised in Fee of and in the several Lands and Hereditaments particularly mentioned and set forth in the Schedule to this Act, and that it would be for the Benefit of the said Charity or College that the said Bill should pass into an Act as it then stood, and that no Alteration or Modification was required to be made therein: And whereas by another Order of the said High Court of Chancery, made on the Tenth Day of *July* One thousand eight hundred and forty-six, on the Petition of the said Warden and College, it was ordered that the said Report should be confirmed, and that the Petitioners should be at liberty to proceed in the Prosecution of the said Bill: And whereas the Objects and Purposes herein-before referred to cannot be effected without the Aid and Authority of Parliament: Therefore the said Warden and College 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, That from and after the passing of this Act it shall and may be lawful for the said Warden and College from Time to Time to demise or lease for any Term or Number of Years not exceeding Ninety-nine Years, in possession, all or any Part or Parts of the Hereditaments particularly mentioned or described in the said Schedule to this Act, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or other Buildings upon any Part of the same Lands or Grounds, or to erect and build any House or Houses or other Buildings in lieu thereof or in addition thereto, or to erect and build any House or Houses or other Building or Buildings on any Part of the said Lands or Grounds whereon no Building shall be then standing, or who shall be willing to annex any of the said Lands or Grounds for Gardens, Yards, or other Conveniences to Buildings erected and built or to be from Time to Time erected and built on the said Hereditaments or any Part thereof, or who shall be willing otherwise to improve the said Hereditaments or any Part or Parts thereof; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use, in or under any Part of the Land or Ground which may be so set out and allotted for Markets, Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been leased of the said Lands or Grounds comprised in the said Schedule to this Act, or (so far as any Reservation in any Lease which shall have been previously made of

Order of Court of Chancery, dated 10th July 1846.

Warden and College of All Souls, Oxford, empowered to grant Building Leases of the Land, &c. described in the Schedule.

of any Part of the said Hereditaments comprised in such Schedule to this Act will authorize) any Part which shall have been leased of the said Lands or Grounds comprised in the said Schedule to this Act, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be found necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Building Stone, Earth, Clay, Sand, Loam, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture such Earth, Clay, Sand, Loam, and Soil into Bricks or Tiles or other Materials to be used in such new Buildings, Improvements, or Repairs as aforesaid, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under the Hereditaments leased; and with or without any other Liberties, Privileges, or Reservations which shall be reasonable or usual in Leases of a similar Description; and either with or without Covenants and Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to contribute towards the Expences of making and keeping in repair, ornamenting and embellishing, any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any other Part or Parts of the said Hereditaments comprised in the said Schedule to this Act; and either with or without Covenants and Stipulations to be entered into or made by or on the Parts of the said Warden and College as to the Mode in which any other Part or Parts of the said Hereditaments comprised in the said Schedule to this Act shall be built upon, laid out, used, or employed; so as in every such Lease there be reserved and made payable (except in the Cases where Peppercorn Rents may be reserved according to the Provisions herein-after contained) the best and most beneficial yearly Rent or Rents which can at the Time of making or granting of any such Lease, considering the Nature and Circumstances of the Case, be obtained or reasonably had or gotten for the same; and so as the Rent or Rents to be reserved in any such Lease be made payable half-yearly or oftener; and so that every such Lease be made without taking any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, for or in respect of making or granting the same; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for recovering and enforcing the Payment of the Rent or Rents to be thereby made payable; and so as in every such Lease to be made for the Purpose of having Houses or Buildings erected or constructed thereon there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Houses or Buildings which may be agreed to be built or constructed on the Premises, and within a Time to be specified for

for that Purpose, and to keep in repair during the Continuance of the Estate, Interest, or Term to be thereby granted, such Houses and Buildings; and so as in every such Lease made for the Purpose of having Houses or Buildings improved, repaired, or rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees to improve, repair, or rebuild the same within a Time to be specified for that Purpose, and to keep in repair the Houses or Buildings agreed to be improved, repaired, or rebuilt; and so as in every such Lease made for the Purpose of any other Improvement or Improvements there shall be contained a Covenant on the Part of the Lessee or Lessees to make such Improvement or Improvements within a Time to be specified for that Purpose; and so as in every such Lease to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved or limited (unless the same shall be a Peppercorn), and for all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be comprised in such Lease, and also a Covenant for keeping the Houses and Buildings erected and built or to be erected and built or improved or repaired on the Premises to be therein comprised insured from Loss or Damage by Fire to the Amount at least of Three Fourths of the Value thereof in some or One Offices for Insurance as may be agreed on, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially rebuilding, repairing, and reinstating such Houses or Buildings as shall be destroyed or damaged by Fire, and also a Covenant to surrender the Possession of and leave in good Repair the Houses and Buildings to be erected and built, or improved, repaired, or constructed, on the Premises therein comprised, on the Expiration or other sooner Determination of the Estate, Interest, or Term to be thereby granted; and so as in every such Lease there be contained a Power for the Warden and College, or their Surveyors and Agents, to enter upon the Premises thereby demised, and inspect the Condition thereof; and so as there shall be contained in every such Lease a Proviso or Agreement that if the Rent or Rents to be thereby reserved or limited (unless the same shall be a Peppercorn), or any Part thereof, shall at any Time be in arrear for a Period to be therein specified, not exceeding One Year, and not paid within a further Period, to be therein specified, not exceeding One Year after the same shall be demanded by a Notice in Writing to be delivered to the Lessee or Lessees named in such Lease, his, her, or their Executors, Administrators, or Assigns, or to be affixed on some conspicuous Part of the Premises comprised in such Lease, or left with the Tenant or Occupier or One of the Tenants or Occupiers of the Premises to be comprised in the same Lease, or if the Houses or Buildings erected or to be erected on the Ground comprised in any such Lease shall be suffered to be dilapidated or out of Repair to the Value of Fifty Pounds or upwards, and the same shall not be repaired within a Period to be therein specified after Notice in Writing to be delivered, affixed, or left as aforesaid, or if any of the Houses or Buildings erected or to be erected on the Ground comprised in any such Lease shall be

destroyed by Fire or other Accident, and shall not be rebuilt within a Period to be in such Lease specified, not exceeding Three Years next after such Fire or Accident shall happen, or in case it shall be thought desirable, and shall be so provided in such Lease, on the Nonperformance of any of the Covenants, Provisoes, and Conditions contained in such Lease, on the Part of the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, to be observed or performed, or of any One or more, to be in that Behalf agreed upon and specified in such Lease, of such Covenants, Provisoes, and Conditions, then and in any of the said Cases it shall be lawful for the said Warden and College to enter into and upon the Hereditaments comprised in such Lease; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions usually inserted in Leases of a similar Description which shall appear reasonable to the said Warden and College; and so that the respective Lessees execute Counterparts of their respective Leases: Provided always, that the first Payment of the Rent to be limited or reserved in any Lease of any Part of the said Hereditaments comprised in the said Schedule to this Act may be made to commence and become payable on any Day not exceeding Two Years from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent as should be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Houses or Buildings agreed to be built or repaired, or of the Improvements agreed to be made.

Certificate to be Evidence of Counterpart.

II. And be it further enacted, That the Certificate in Writing of the Warden and College executing any Lease to be made under the Authority of this Act under their Common Seal, acknowledging that they have received a Counterpart of such Lease, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Leases may be made on Surrender of Execution of former Leases.

III. Provided always, and be it further enacted, That it shall be lawful for the said Warden and College to make any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, upon the Surrender of any Lease or Leases which may be subsisting at the Time of the passing of this Act, and which may be surrendered for that Purpose, notwithstanding the Time at Law for the Renewal thereof may not have arrived; and in the Estimation of the Rent to be reserved on the new Lease or Leases an adequate Deduction shall be made in proportion to the Value of the Term or Interest which shall be surrendered in the Hereditaments comprised in the new Lease.

Ground may be appropriated for Crescents, Ways, &c., by Leases or Deeds enrolled.

IV. Provided always, and be it further enacted, That it shall be lawful for the said Warden and College to lay out and appropriate any Part or Parts of the Hereditaments herein-before authorized to be leased as aforesaid as and for Crescents or other open Spaces, Ways, Roads, Streets, Squares, Avenues, Passages, Drains, Sewers, Pipes, Conduits, or other Easements or Conveniences, or otherwise for

for the general Improvement of the Estate and the Accommodation of the Lessees thereof, in such Manner as shall be mentioned and agreed upon in any such Lease to be granted as aforesaid, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the said Warden and College, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Months from the Date of any such general Deed; and also by such Leases or general Deed or Deeds respectively to give and grant such Liberties, Privileges, Easements, and Conveniences as the said Warden and College shall deem reasonable or convenient; and under the aforesaid Provision a general Deed or Deeds of Dedication may be made from Time to Time by the said Warden and College alone, or by the said Warden and College and all or any of the Lessees; and any such Deed may be made either absolute, or with Power to revoke or alter any of the Provisions thereof, so as every such Alteration be in conformity with the Provisions and Objects of this Act.

Covenants entered into with Lessees, as to Mode of building, &c., shall be deemed to run with other Parts of Hereditaments, and be binding in Law.

V. And be it further enacted, That in case the said Warden and College shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Hereditaments comprised in the said Schedule to this Act, as to the Mode in which any other Part or Parts of the said Hereditaments shall be built upon, laid out, used, or improved, such Covenant or Covenants shall be deemed to run and shall run with such other Part or Parts of the said Hereditaments, and shall be held binding in Law upon the said Warden and College, and their Lessees, during their Interest, having or claiming such other Part or Parts of the said Hereditaments, but no further or otherwise; and such Lessee or Lessees, and all Persons claiming under them, shall be liable to the Covenantee or Covenantees, his or their Heirs, Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants, in the same Manner and to the same Extent as the said Warden and College, and as such Lessees or Lessee, and Persons aforesaid, would have been liable in case he or they had originally entered into such Covenant or Covenants instead of the said Warden and College, but only for any Breach or Breaches of Covenant during the Continuance of his or their Estate or Estates; and such Warden and College shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by them.

Contracts may be entered into for granting Leases.

VI. Provided always, and be it further enacted, That it shall be lawful for the said Warden and College to enter into any Contract or Contracts in Writing for making or granting any Lease or Leases for Years of all or any Parts or Part of the Hereditaments of which they are herein-before authorized to make Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be leased, or any Part or Parts thereof, shall be built on or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such

such Contract or Contracts, to lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, and his or their Executors, Administrators, or Assigns, (as the Case may require,) or to such other Person or Persons (to be approved of by the said Warden and College) as he or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term or Terms to be specified in such Contract or Contracts (as the Case may be), and in such Parcels, and under such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper, but so nevertheless that if the yearly Rent to be reserved or limited on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved or limited than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One-fourth Part of the clear yearly Rack-rent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation and Use; and (if the Person or Persons entering into such Contract or Contracts as aforesaid shall think the same expedient) to agree, that the full Rent specified in such Contract or Contracts shall or may be reserved or limited in the Lease or Leases to be made or granted of a given Quantity, to be specified in such Contract or Contracts, of the Hereditaments thereby agreed to be leased, and that the Residue thereof shall be leased at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved or limited in any Lease or Leases to be made or granted, and at such Time or respective Times and in such Manner as may be thought proper; or to agree, that the full Rent specified in such Contract or Contracts may be appropriated to a Part or apportioned between Parts of the Hereditaments thereby agreed to be leased, either by a Surveyor or Surveyors or Referee or Referees, or otherwise; and in Cases where no given Quantity for such Purpose as aforesaid shall be specified in such Contract or Contracts, to agree, that when the full Rent agreed to be reserved or limited shall have been reserved or limited in the Lease or Leases made or granted of a competent Part or competent Parts of the Land or Ground thereby agreed to be leased (to be determined on by a Surveyor or Surveyors or Referee or Referees, or otherwise), the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in case of Leases to be granted at the yearly Rent of a Peppercorn, to agree to make or grant the same either before or after the Hereditaments to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved or limited in or by such Contract or Contracts may be made to commence from such Period or Periods, not exceeding Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Ground

from

from Time to Time agreed to be leased, and the Progress of the Houses or Buildings stipulated to be erected thereon; and to agree, that when any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts which shall not for the Time be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be reserved or limited as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree, that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of leasing herein-before contained.

Every Contract to contain a Clause of Re-entry.

VII. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Land, Houses, and Ground therein comprised and agreed to be leased as shall not have been actually leased, and shall not be built or rebuilt or repaired, laid out, formed, or improved, in the Manner therein stipulated, within a reasonable Time, to be therein appointed and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be made or granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same within a reasonable Time, to be thereby appointed, or that in default thereof such Contract shall, as to the Land, Houses, and Buildings not actually leased by virtue of the said Contract, be void; and every such Contract shall be binding on the said Warden and College, and shall be carried into execution by a Lease or Leases to be made or granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

On Recovery of Possession under any Clause of Re-entry, fresh Contracts or Leases may be made.

VIII. And be it further enacted, That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract, or otherwise surrendered, then and in every such Case it shall be lawful for the said Warden and College to grant or enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously made, granted, or entered into.

New Agreements may

IX. Provided always, and be it further enacted, That it shall be lawful for the said Warden and College from Time to Time to enter into

be entered into with Persons having Contracts, by way of additional Explanation of such Contracts.

into any new Covenant or Covenants, or Agreement or Agreements, in relation to the Hereditaments so authorized to be leased by them as aforesaid, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of addition to or Explanation or Alteration of all or any of the Covenants and Agreements in such Contract or Contracts respectively to be contained, so nevertheless that such Contract or Contracts respectively shall, when so added to, explained, or altered, continue to be conformable with the Powers and Provisions of this Act, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part of the said Contract or Contracts which shall have been released, so nevertheless that such Contracts shall continue conformable to the Provisions of this Act, or to accept a Surrender of all or any Part of the Hereditaments comprised in such Contracts which may be afterwards contracted to be leased, or leased, as if no Contract had been made: Provided nevertheless, that every Lease to be granted as aforesaid shall be taken to be duly made although it may have been preceded by a Contract, and such Contract should not in all respects have been observed, and whether the same shall or shall not purport to have been made in pursuance of such Contract, and notwithstanding any Variation between such Lease and preceding Contract, provided such Lease shall be conformable to the Provisions herein contained; and after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of Title at Law or in Equity to the Benefit of the same Lease.

After the Execution of any Lease, the Contract not to form any Part of the Evidence of Title.

Power to confirm defective Leases.

X. And be it enacted, That it shall be lawful for the said Warden and College to confirm any Lease granted in pursuance of this Act, in any Case which for some technical Error or Informality in making or executing the same such Lease shall be void or voidable, or to grant any Lease, pursuant to the Powers of this Act, in lieu of such void or voidable Lease, for any Term not exceeding the then Residue of the Term granted or purported to be granted by such void or voidable Lease, at the same Rent or Rents, or more, than was reserved by such void or voidable Lease, or to accept any Surrender of any Hereditaments to be leased as aforesaid, and grant any new Lease, pursuant to the aforesaid Powers, and subject to the Restrictions herein contained, or to grant separate Leases of separate Parts thereof at apportioned Rents, such Rents amounting in the whole to the original Rent, but so as such Leases be only for a Term not exceeding the then Residue of the Term created or intended to be created by the Lease surrendered, and at the Rent or Rents or a larger Rent as were reserved by the original Lease, and so as no Fine, Premium, or Foregift be taken for the granting thereof.

XI. And

Waiver of Forfeiture or Power of Re-entry only to extend to the actual Breach of particular Covenant.

XI. And be it enacted, That where any Licence or Waiver of any Forfeiture or Power of Re-entry reserved in any Lease to be granted in pursuance of the Powers of this Act shall at any Time be given by the said Warden and College (which they are hereby authorized to do by any Memorandum in Writing), every such Licence or Waiver shall, unless otherwise expressed, only extend to the actual Breach of the particular Covenant or Condition in respect of which the same is given, or to any specific Breach of any Proviso or Covenant made or to be made, but not so as to prevent any Proceeding for any subsequent Breach or Omission (unless otherwise specified in such Licence), or to the actual Assignment, Underlease, or other Matter thereby specifically authorized to be done; and all Rights under Covenants, and Powers of Forfeiture or Re-entry, in the Lease contained, shall remain in full Force and Virtue, and shall be available as against any subsequent Breach of Covenant or Condition, Assignment, Underlease, or other Matter not specifically authorized, or made dispunishable by such Licence or Waiver, had been given, and the Condition or Right of Re-entry shall be and remain in all respects as if such Licence or Waiver had not been given, except in respect of the particular Matter waived or authorized to be done or omitted.

General Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all Persons and Bodies Politic or Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than the said Warden and College and their Successors,) all such Rights, Estates, and Interests as they or any of them had before the passing of this Act, or would have had if this Act had not been passed.

Public Act.

XIII. And be it enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such.

SCHEDULE to which the above Act refers.

All those several Hereditaments lying and being in the several Parishes in the County of Middlesex, in the Occupation of the several Persons, and containing respectively the respective Quantities in Statute Acres, Roods, and Perches, herein-after particularly mentioned and specified; that is to say,

Description of Hereditaments.	Names of Tenants.	Quantity.			Total.		
		A.	R.	P.	A.	R.	P.
In the Parish of St. Luke's Chelsea.							
Buildings - - -	Richard Pitman - - -	0	1	9			
Meadow - - -	Ditto - - - - -	2	1	38			
					2	3	7
Ditto - - -	George Bowron - - -	15	3	23			
Ditto - - -	Ditto - - - - -	13	1	32			
Ditto - - -	Ditto - - - - -	22	3	14			
Ditto - - -	Ditto - - - - -	21	1	16			
					73	2	5

Description of Hereditaments.	Names of Tenants.	Quantity.			Total.		
		A.	R.	P.	A.	R.	P.
In the Parish of Willesden.							
Buildings - - -	Joseph Smith - - -	3	0	37	3	0	37
Meadow - - -	George Bowron - - -	17	0	6			
Ditto - - -	Ditto - - - -	12	1	18			
Homestead - - -	Ditto - - - -	0	2	7			
Ditto - - -	Ditto - - - -	0	0	26			
Meadow - - -	Ditto - - - -	3	1	11			
Ditto - - -	Ditto - - - -	0	0	2			
Ditto - - -	Ditto - - - -	0	0	6			
Ditto - - -	Ditto - - - -	19	0	30			
Ditto - - -	Ditto - - - -	18	3	36			
Ditto - - -	Ditto - - - -	24	0	30			
Ditto - - -	Ditto - - - -	20	2	34			
Ditto - - -	Ditto - - - -	8	0	4	124	2	10
Ditto - - -	William Sellon - - -	0	0	26			
Ditto - - -	Ditto - - - -	0	0	35			
Ditto - - -	Ditto - - - -	20	3	30			
Ditto - - -	Ditto - - - -	13	3	21			
Ditto - - -	Ditto - - - -	8	2	8			
Ditto - - -	Ditto - - - -	16	2	8			
Ditto - - -	Ditto - - - -	9	3	27			
Ditto - - -	Ditto - - - -	4	1	6			
Ditto - - -	Ditto - - - -	0	2	14			
Ditto - - -	Ditto - - - -	14	1	37			
Ditto - - -	Ditto - - - -	0	1	20			
Ditto - - -	Ditto - - - -	0	0	22			
Ditto - - -	Ditto - - - -	2	0	38			
Ditto - - -	Ditto - - - -	7	0	9			
Ditto - - -	Ditto - - - -	0	2	16			
Ditto - - -	Ditto - - - -	0	2	2			
Homestead - - -	Ditto - - - -	2	3	9			
Meadow - - -	Ditto - - - -	10	3	30			
Ditto - - -	Ditto - - - -	1	2	3	115	3	1
Ditto - - -	Mr. Harrison's Executors - -	0	0	5			
Ditto - - -	Ditto - - - -	0	0	15			
Ditto - - -	Ditto - - - -	17	0	38	17	1	18
In the Parish of Hammersmith.							
Meadow - - -	John Salter - - -	9	3	4			
Ditto - - -	Ditto - - - -	4	1	22			
Ditto - - -	Ditto - - - -	17	1	1	31	1	27
Arable - - - -	John Burleton - - -	4	0	20			
Ditto - - -	Ditto - - - -	3	0	14	7	0	34
					375	3	19

Wm. S. Tootell,
Edgeware.

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