

ANNO VICESIMO PRIMO

VICTORIÆ REGINÆ.

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CAP. XXI.

An Act to confirm a Contract for the Sale by the Commissioners of Her Majesty's Works of certain Lands to the Commissioners of *Chelsea Hospital*.

[14th *June* 1858.]

Agreement between Commissioners of Public Works and Chelsea Hospital, dated Feb. 23, 1858.

WHEREAS by an Agreement made and entered into the Twenty-third Day of *February* One thousand eight hundred and fifty-eight, between the Commissioners of Her Majesty's Works and Public Buildings incorporated for the Purposes of the Acts of Parliament therein-after mentioned of the one Part, and the Right Honourable *Robert Lowe*, the Right Honourable Sir *Edward Blakeney*, a General in Her Majesty's Army, G.C.B., G.C.H., and Sir *Alexander Woodford*, a General in Her Majesty's Army, G.C.B., G.C., M.G., Three of the Commissioners of the Royal Hospital for Soldiers at *Chelsea* in the County of *Middlesex*, on behalf of themselves and the other Commissioners of the said Hospital, of the other Part, after reciting that by an Act of Parliament passed in the Session held in the Ninth and Tenth Years of the Reign of Her Majesty Queen *Victoria*, being Chapter Thirty-nine of the Statutes of the same Session, the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings were empowered (amongst other things) to construct and complete an Embankment and Roadway along the North Bank of the River *Thames* from

Battersea

Battersea Bridge to *Vauxhall Bridge*, and that by Section Sixty-two of the said Act the said Commissioners were authorized to sell and dispose of and absolutely to grant and convey any Part or Parts of any of the Hereditaments which might be acquired under the Powers of the said Act, but which should not be required for the Purpose of the same Act (other than the Lands to be acquired or reclaimed between the Embankment and Roadway on the North Shore of the River, as therein aforesaid), and which they should not think proper to let on Building Leases, as therein aforesaid, subject nevertheless to such Stipulations and Conditions as they might think fit, and thereupon to convey and assure the same; and reciting that by virtue of the Provisions of the Forty-second Chapter of the Statutes passed in the Session held in the Fourteenth and Fifteenth Years of the Reign of Her said Majesty the Commissioners of Her Majesty's Works and Public Buildings were and are substituted for the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, for the Purposes of the first-mentioned Act; and reciting that by the Eighty-seventh Chapter of the Statutes passed in the Session held in the Sixteenth and Seventeenth Years of the Reign of Her said Majesty the last-mentioned Commissioners were authorized to proceed with and complete the said Embankment and Roadway, subject to certain Alterations in the original Plans and Designs thereof, and the Time limited by the said first-mentioned Act for the Purpose of constructing and completing such Embankment and Roadway was extended; and reciting that under and by virtue of the Statutes aforesaid or some of them the Piece or Parcel of Land, containing by Admeasurement Three Acres and Thirty-seven Perches, or thereabouts, in the said Agreement now in recital afterwards described, and the Fee Simple and Inheritance thereof, are vested in the said Commissioners of Her Majesty's Works and Public Buildings; and reciting that the said Piece or Parcel of Land is not nor is any Part thereof between the Embankment and Roadway on the North Shore of the said River, but the same is altogether on the North Side of the Embankment Road, as appears by the Plan thereto annexed; and reciting that the Slip of Land tinted a Violet Colour in the said Plan, containing by Admeasurement Two Roods and Thirty-two Perches, Part of the said Piece or Parcel of Land containing Three Acres and Thirty-seven Perches, was acquired or reclaimed by the Embankment authorized by the therein first-mentioned Statute, and before such Embankment was Part of the North Shore of the said River; and reciting that by the Nineteenth Section of the said first-mentioned Statute it was enacted that all Lands and Hereditaments which should be acquired or reclaimed within and by the then intended Embankment between the then present North Shore of the said River and Line of the said intended Roadway

Roadway might (subject nevertheless as therein mentioned) be planted or otherwise laid out in public Walks or Gardens by the Commissioners for executing the said Act, as they should think fit, but that no Houses or other Buildings should be erected on any Part thereof (except such as might be erected under any such Agreement as therein mentioned), and that by the Sixtieth Section of the same Statute it was also enacted that as regards all or any Grounds or Hereditaments which should be purchased and which should not be wanted for the Purposes of the said Act (but exclusive of any Lands which should be acquired or reclaimed between the said Embankment and Roadway and the then present North Shore of the River as aforesaid) it should be lawful for the said Commissioners and they were thereby authorized to demise and lease the same as therein mentioned; and reciting that the said Commissioners of Her Majesty's Works and Public Buildings were willing to sell (if they had Power so to do) to the said Commissioners of *Chelsea Hospital* aforesaid, who were desirous of purchasing the said Piece or Parcel of Land containing Three Acres and Thirty-seven Perches, therein-after described, and the Inheritance thereof in Fee Simple in possession, at or for the Price or Sum of Sixteen thousand five hundred Pounds, subject to the Conditions, Stipulations, and Agreements therein-after contained; and reciting that in consequence of the aforesaid Enactments contained in the said Nineteenth and Sixtieth Sections of the said Statute of the Ninth and Tenth Years of the Reign of Her said Majesty, Chapter Thirty-nine, it was considered doubtful whether the said Commissioners of Her Majesty's Works and Public Buildings had Power to sell so much of the Premises last aforesaid as consisted of the said Slip of Land containing Two Roods and Thirty-two Perches, in the said Plan tinted with a Violet Colour, notwithstanding the said Power to sell given as aforesaid by the said Sixty-second Section of the same Statute; and reciting that the Parties respectively thereto, in consideration of the Premises, had agreed to enter into the Agreement now in recital, but provisionally only, in case of the Contract for Sale by the said Commissioners of Her Majesty's Works and Public Buildings being confirmed by Act of Parliament, as therein-after mentioned; it is witnessed that the said Commissioners of Her Majesty's Works and Public Buildings did for themselves and their Successors (but provisionally only, as therein-after mentioned,) agree to sell, and the said *Robert Lowe*, Sir *Edward Blakeney*, and Sir *Alexander Woodford*, as such Commissioners of *Chelsea Hospital* aforesaid, on behalf of themselves and the other Commissioners of the said Hospital, (in case of the Contract for Sale therein being confirmed by Act of Parliament,) did agree to purchase of and from the said Commissioners of Her Majesty's Works and Public Buildings, subject as therein-after mentioned, all that Piece or Parcel of Land situate, lying, and being in the

the Parish of *Saint George Hanover Square* in the said County of *Middlesex*, containing by Admeasurement Three Acres and Thirty-seven Perches, be the same more or less, near to and adjoining the Royal Hospital at *Chelsea* aforesaid, bounded on the West and North-west by the Gardens and Grounds belonging to the said Royal Hospital, on the North-east by the new Road forming from *Chelsea new Bridge* to *Lower Sloane Street*, *Chelsea*, and on the South by the Embankment Road next the River *Thames*, which said Piece or Parcel of Land was more particularly delineated and described in the Plan thereof drawn in the Margin of the said Agreement, or thereunto annexed, and was thereon coloured Red and Violet, and the Inheritance thereof in Fee Simple in possession, with the Rights, Members, and Appurtenances thereunto belonging, at or for the Price or Sum of Sixteen thousand five hundred Pounds, and the said *Robert Lowe*, Sir *Edward Blakeney*, and Sir *Alexander Woodford* thereby agreed that the said Commissioners of *Chelsea Hospital*, their Successors or Assigns, with and out of Monies of the said Hospital applicable in that Behalf, should and would, in case of the said Contract being confirmed by Parliament, well and truly pay or cause to be paid unto the said Commissioners of Her Majesty's Works and Public Buildings, their Successors or Assigns, on or before the Second Day of *August* One thousand eight hundred and fifty-eight, the said Sum of Sixteen thousand five hundred Pounds (the Purchase Money aforesaid), together with Interest thereon at the Rate of Four Pounds *per Centum per Annum* from the Thirty-first Day of *December* last, on a proper Conveyance of the said Piece or Parcel of Land and Premises, and the Inheritance thereof in Fee Simple in possession, being executed to the Commissioners of *Chelsea Hospital*, their Successors and Assigns, by the said Commissioners of Her Majesty's Works and Public Buildings, or their Successors; and it is by the said Agreement further witnessed, that for the Considerations therein-before mentioned they the said Commissioners of Her Majesty's Works and Public Buildings, for themselves and their Successors, also agreed with the said *Robert Lowe*, Sir *Edward Blakeney*, and Sir *Alexander Woodford*, as such Commissioners of *Chelsea Hospital* aforesaid, that in case of the said Contract for Sale being confirmed by Parliament, and on receiving from them the said Sum of Sixteen thousand five hundred Pounds, together with such Interest thereon as aforesaid, on or before the Second Day of *August* One thousand eight hundred and fifty-eight, they the said Commissioners of Her Majesty's Works and Public Buildings, or their Successors, would convey or cause to be conveyed to the said Commissioners of *Chelsea Hospital*, their Successors and Assigns, or as the said Commissioners should direct, the said Piece or Parcel of Land and Premises therein-before described, with the Appurtenances; subject nevertheless to a Condition in the said Conveyance to be contained

contained for making the same void if the said Commissioners of *Chelsea Hospital*, their Successors or Assigns, should at any Time or Times thereafter erect, build, or set up, or cause or permit or suffer to be erected, built, or set up, in or upon the said Piece or Parcel of Land or any Part or Parts thereof, any Messuage or other Buildings whatsoever, without the Licence, Consent, and Approbation in Writing of the said Commissioners of Her Majesty's Works and Public Buildings, their Successors or Assigns, being previously had and obtained to the Erection of such Buildings, and without submitting the Plans and Elevations for any such Erections or Buildings to the said Commissioners of Her Majesty's Works and Public Buildings, their Successors or Assigns, for their Approval thereof, previously to any such Erections and Buildings being commenced, and also subject to a Covenant to be inserted in such Conveyance on the Part of the Commissioners of *Chelsea Hospital*, their Successors or Assigns, that they the said Commissioners of *Chelsea Hospital*, their Successors or Assigns, should and would, at their own Expense, inclose and keep the Piece or Parcel of Land inclosed with an open Iron Railing of such Pattern, Height, and other Particulars and Dimensions as should be from Time to Time approved by the said Commissioners of Her Majesty's Works and Public Buildings, their Successors or Assigns: And whereas the Sale by the said Commissioners of Her Majesty's Works and Public Buildings of the said Piece or Parcel of Land described in the said recited Agreement to the said Commissioners of *Chelsea Hospital* aforesaid, at or for the Price or Consideration and upon the Terms respectively therein expressed, hath been approved of and authorized by the Lords of Her Majesty's Treasury, and it is desirable that the same should be carried into effect, in pursuance of the said Agreement; but in consequence of the Doubt recited or mentioned in the said Agreement whether the Power of Sale contained in the said Statute, Chapter Thirty-nine of the Statutes passed in the Session of the Ninth and Tenth Years of the Reign of Her said Majesty, extends to such Part of the said Piece or Parcel of Land as is distinguished by a Violet Colour in the said Plan to the said Agreement, it is necessary, for the Safety of the said Purchasers under the said Agreement, that the said Sale should be confirmed by Parliament: May it therefore please 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:

Agreement for the Sale approved by the Treasury.

I. The said Sale by the Commissioners of Her Majesty's Works and Public Buildings in and by the herein-before recited Agreement of the said Piece or Parcel of Land thereby described, and the

Agreement confirmed.

Inheritance in Fee Simple thereof, at or for the Price or Consideration and upon the Terms respectively expressed in the said Agreement, shall be valid and effectual, and the same is hereby confirmed, in all respects as if the said Commissioners of Her Majesty's Works and Public Buildings were by the said recited Act of the Ninth and Tenth *Victoria*, Chapter Thirty-nine, authorized to sell the same, and the said Commissioners of Her Majesty's Works and Public Buildings are hereby authorized and directed, upon or after Payment by the Commissioners of *Chelsea Hospital* aforesaid of the said Price or Consideration of Sixteen thousand five hundred Pounds mentioned in the said Agreement, and in pursuance of the Provisions of the said Agreement, to convey the said Piece or Parcel of Land, and the Inheritance thereof in Fee Simple in possession, unto and to the Use of the Commissioners of *Chelsea Hospital* aforesaid, their Successors and Assigns, or as the Commissioners for the Time being of the same Hospital shall direct, subject to such Condition and Covenant respectively as are expressed in the said Agreement.

Short Title.

II. It shall be sufficient for all Purposes to cite this Act as "The *Chelsea Hospital* Purchase Act, 1858."

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1858.