ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

***

thereof, and whether it would be fit and proper that any and what Steps, by Application to Parliament or otherwise, should be taken by the said Dean and Chapter for obtaining a Power of granting any and what Building or other Leases of the said Estates, and any or what Part thereof: And whereas by an Order of the said Court of Chancery, made on the Petition of the said Dean and Chapter in the said Cause, and dated the Fourth Day of *June* One thousand eight hundred and fifty-one, it was ordered that in considering the said Decree of the Nineteenth Day of *February* One thousand eight hundred and fifty-one, and in making the Inquiries therein directed, the Master of the said Court to whom this Cause is referred, if he should find it to be fit and proper that any Application should be made to Parliament by the said Dean and Chapter for Powers to grant Building Leases of the Estates devised by the Will of the Testator *Robert South* to the said Dean and Chapter, should settle and approve of an Act proper for that Purpose, and for the Purpose, so far as might be necessary, of authorizing the other Matters therein-after mentioned; and it was ordered that the said Master should also, in case the said Acts should be obtained, settle and approve of some general Scheme or Schemes for granting Building Leases of the said Estates, or of such Part or Parts thereof as should be proper, with Liberty in such general Scheme for the Purpose thereof to approve of any Exchange of any Portions of the said Estates for Portions of Land adjacent, or of any Purchase of Land adjacent; and it was ordered that the said Master should also consider and approve of a proper Mode by which any Funds required for any such Exchange or Purchase should be raised; and it was ordered that the Petitioners, the Dean and Chapter of *Christ Church* in *Oxford*, should be at liberty, with the Approbation of the said Master, to treat for and obtain the Enfranchisement of all or any Part of the said Estates of Copyhold Tenure, and with the like Approbation to raise the Funds required for such Enfranchisement in such Manner as the said Master should approve: And whereas *Richard Torin Kindersley* Esquire, the Master of the said Court to whom the said Cause stands referred, made his separate Report under the said Decree and Order, which Report bears Date the Twenty-fourth Day of *June* One thousand eight hundred and fifty-one; and the said Master thereby certified that he had been attended by the Counsel and Solicitor for Her Majesty's Attorney General, and by the Counsel and Solicitor for the Relator, and by the Counsel and Solicitors for the Dean and Chapter, and in their Presence had proceeded upon the Matters by the said Decree and Order referred, and for the Purpose of these Inquiries a State of Facts and Proposal on the Part of the said Dean and Chapter had been laid before him, together with the Probate of the Will of the said Testator *Robert South*, and the Affidavit of *Philip Hardwick* of *Cavendish Square* in the said County of *Middlesex*, Architect, sworn in the said Cause on the Thirtieth of *May* One thousand eight hundred and fifty-one, and the Report of the

Order of the Court of Chancery, dated 4th June 1851.

Master's Report, dated 24th June 1851.

the said *Philip Hardwick* in his said Affidavit referred to, and the Affidavit of *John Benjamin Lee*, sworn the Sixteenth Day of *June* One thousand eight hundred and fifty-one, which he had perused and considered; and the said Master thereby found that the said *Robert South*, who died in the Year One thousand seven hundred and sixteen, duly made and published his last Will and Testament in Writing, which was dated the Thirtieth *March* One thousand seven hundred and fourteen, and was executed and attested as by Law was then required for passing Real Estates by Devise, and that the said Will was partly in the Words and Figures following; (that is to say,) "I give "and bequeath to Mrs. *Margaret Hammond* all my Lands, Messuages, "Tenements, and Hereditaments in or bordering upon the Parish of "*Cavesham* alias *Caversham* in the County of *Oxford*, and also all "my Messuages, Lands, Tenements, and Hereditaments, being Copy-"hold Estate of Inheritance, in the Manor of *Cantlors* otherwise "*Cantlow* in *Kentish Town* in the County of *Middlesex*, to have "and to hold the said Messuages, Lands, Tenements, and Heredita-"ments, both in *Cavesham* alias *Caversham*, and in *Kentish Town* "aforesaid, unto the said Mrs. *Margaret Hammond* and her Assigns "during her natural Life, without Impeachment of or for any Manner "of Waste; and immediately after the Death of Mrs. *Margaret* "*Hammond* I give and bequeath my Two fore-mentioned Estates, "(that is to say,) One in *Kentish Town* in the County of *Middlesex*, "and the other in *Cavesham* alias *Caversham* in the County of "*Oxford* aforesaid, to the Reverend the Dean and Chapter of the "Cathedral and Collegiate Church of *Christ* in *Oxon*, and to their "Successors after them for ever, nevertheless in trust only and for the "Uses following; (namely,) that out of the Revenue of the said Two "Estates all Repairs, Taxes, and other necessary Duties and Expenses "chargeable upon or incident to the same shall by the said Dean and "Chapter of *Christ Church* in *Oxon*, and their Successors for ever, be "still from Time to Time paid off and discharged; and further upon "trust also that after due Performance of this the said Dean and "Chapter of *Christ Church*, their Successors for ever, shall likewise "from Time to Time pay out of the Rents, Issues, and Profits of the "Premises, to and among certain Vicars, Curates, or Incumbents for "the Time being of the several Vicarages and Places therein-after "mentioned Ten Pounds apiece yearly for ever; (*viz.*) Ten Pounds "yearly to the Vicar of *Southstoke-cum-Capellis* in the County of "*Oxon* for the Time being; item, the like Sum of Ten Pounds "yearly to the Vicar of *Norton Broyn* alias *Brise Norton* in the "County of *Oxon* for the Time being; item, to the Vicar of *East* "*Garston* in the County of *Berks* for the Time being the like yearly "Sum of Ten Pounds for ever; item, to the Vicar of *Nethersell* in "the County of *Gloucester* for the Time being the like yearly Sum "of Ten Pounds for ever; item, to the Vicar of *Ardington* in the

"County

" County of *Berks* for the Time being the like yearly Sum of Ten " Pounds for ever; item, to the Vicar of *Cherloton* in the County of " *Wilts* for the Time being the like yearly Sum of Ten Pounds for " ever; item, to the Vicar of *Little Compton* in the County of " *Oxon* for the Time being the like Sum of Ten Pounds yearly for " ever; item, to the Curate of *Drayton* in the same County of " *Oxford* for the Time being the like Sum of Ten Pounds yearly " for ever; item, to the Curate of *South Littleton* in the County of " *Worcester* for the Time being the like yearly Sum of Ten Pounds " for ever; and to the Curate of *Offenham* in the same County of " *Worcester* for the Time being the like Sum of Ten Pounds yearly " for ever; and to the Curate of *Stratton Audley* in the County " of *Oxon* for the Time being Ten Pounds yearly for ever; and " lastly, to the Vicar or Curate of *Dorchester* in the said County of " *Oxon*, and Seven Miles from the City of *Oxon*, for the Time being, " the like Sum of Ten Pounds yearly for ever; to all and every one of " which the said Persons I give and bequeath the fore-mentioned " yearly Sum of Ten Pounds, free from all Deductions or Abatements " for or by reason of Taxes or any other Duties chargeable upon the " Premises whatsoever, to be paid them by the Dean and Chapter of " *Christ Church* and their Successors for ever, at or upon the Two " most usual Feasts, (that is to say,) on the Feast of the *Annun-* " *ciation of the Blessed Virgin Mary*, and of *St. Michael the Arch-* " *angel*, by even and equal Portions, and the First Payment thereof to " be accordingly made on the First of the said Festivals which shall " next and immediately follow the Decease of my Executrix; and my " Will also is, that in case the yearly Rents and Profits arising out of " the Premises so given to the Dean and Chapter of *Christ Church* " and their Successors shall in any Year happen to fall short of " satisfying the said Sums of Ten Pounds to each of the Vicars, " Curates, or Incumbents aforesaid for the Time being, then and so " often as this shall happen there shall be an equal and proportionable " Abatement or Deduction made out of every One of the said Salaries " or Allowances; but if again, on the other Side, it shall in any fol- " lowing Year or Years so fall out (as no doubt it will) that there " shall be more arising out of the yearly Rents, Incomes, and Profits " of the said Premises so given to the said Dean and Chapter of " *Christ Church, Oxon*, and their Successors, than what is sufficient to " answer and satisfy the said yearly Stipends and Annuities, then my " Will is, that all Deficiencies so happening in any former Year or " Years shall be made up and supplied to the said Vicars or Incum- " bents out of such Overplus; and further my Will by all means is, " that if any of the Vicars, Curates, or Incumbents receiving this my " charitable Benefaction shall be convicted of, at the Mouth of Two " or more Witnesses, or generally noted for, though not formally con- " victed thereof by Witnesses, anything grossly immoral, as Whore-

" dom, Fornication, Drunkenness, or common Swearing, or anything " scandalous or against the Act of Uniformity or Rules of the Church " of *England*, such as are preaching in or going to any Conventicle " or Meeting of Dissenters from the Church of *England* for Religious " Worship, that then and in every such and the like Case the Stipend, " Annuity, or Pension allotted or given to such Vicar, Curate, or " Incumbent shall forthwith cease, and the Person or Persons so " guilty be utterly deprived of the same for ever; and that it be from " Time to Time paid to such Vicars, Curates, or Incumbents as shall " be so qualified as in the Premises has been expressed, and shall be " personally known to the Dean himself, or to any One or more of the " Prebendaries of *Christ Church*, *Oxon*, aforesaid, for the Time being, " to be of a sober unblameable Life, and of strict Conformity to the " Church of *England* as by Law established; finally, my positive " Will is, that the said Dean and Chapter of *Christ Church*, *Oxon*, " and their Successors, do and shall, after the yearly Payments made " to the said Vicars, Curates, or Incumbents before mentioned, pay all " the Overplus of the Money remaining of the yearly Rents and Profits " of these my Two Estates bequeathed to the Dean and Chapter of " *Christ Church*, *Oxon*, and their Successors, to Six poor Scholars " for ever Twenty Nobles apiece, by even and equal Portions, on the " Two fore-mentioned Festivals, and that the said poor Scholars be " all of them of *Christ Church* in *Oxon*, but bred and brought up in " *Westminster School*, commonly called the King's or Queen's School " there, and these likewise to be of the sole Choice and Nomination " of the Dean and Chapter of *Christ Church* and their Successors " for ever; and my Will and Meaning is, that when the said Pensions " or Annuities shall have been paid both to the Ministers and poor " Scholars before mentioned, and all Taxes and Duties chargeable " upon the Premises cleared off, whatsoever Monies shall remain out " of the Rents and Profits of my said Two Estates shall be wholly " applied towards the finishing of the new Buildings now carried on in " *Christ* Church and College in *Oxon* aforesaid;" and the said Testator thereby appointed his Housekeeper, Mrs. *Margaret Hammond*, sole Executrix of his said last Will and Testament; and the said Master found that the said Testator shortly afterwards departed this Life without having in any Manner revoked or altered his said Will as regards the Devise herein-before set forth, and the said *Margaret Hammond* duly proved his said Will and the Codicils thereto in the Prerogative Court of the Archbishop of *Canterbury*, and she has long since departed this Life; and the said Master found that the said Dean and Chapter after the Death of the said Mrs. *Margaret Hammond* entered into the Receipt of the Rents and Profits of the said Copyhold Lands and Hereditaments in *Kentish Town* in the County of *Middlesex* devised by the said Testator's Will, and have since continued to receive the same, and to apply them in manner directed by the

the said Will; and the said Master found that the said Copyhold Hereditaments consist of about Forty Acres of Land held of the Manor of *Cantlows*, and the said Dean and Chapter not being admissible thereto in their Corporate Capacity, certain Persons appointed by them have from Time to Time been admitted to the said Hereditaments on the Court Rolls of the said Manor as Trustees for the said Dean and Chapter; and the said *William Charles Cotton* and *Granville Edward Harcourt Vernon* are the present Tenants of the said Copyhold Hereditaments as Trustees thereof for the said Dean and Chapter; and the said Master found that the said Copyhold Lands and Hereditaments have by reason of the Increase of Buildings in the Neighbourhood become very valuable as Building Ground, and if Building Leases could be granted thereof the Income of the said Charity would be greatly increased, but that the said Dean and Chapter have no Power without the Authority of Parliament to grant valid Building Leases of the said Hereditaments and Premises; and the said Master found that by the Custom of the said Manor of *Cantlows* Leases may be granted by the Copyholders for Terms not exceeding Ninety-nine Years for Building Purposes, with the Licence of the Lord of the said Manor; and upon consideration of the said Affidavit, and Report of the said *Philip Hardwick*, who the said Master found is a Surveyor of Eminence, and having regard to the Nature of the said Land and Hereditaments at *Kentish Town*, constituting Part of the Property subject to the Trusts of the Will of the said *Robert South*, the said Master was of opinion that it was fit and proper that Application to Parliament should be made for an Act of Parliament for obtaining Power for the said Dean and Chapter to grant Building Leases of the said Land and Hereditaments; and the said Master certified that agreeably to the Authority for that Purpose given to him by the said Order of the Fourth Day of *June* One thousand eight hundred and fifty-one, he had perused and considered the Draft of the present Act which was laid before him on the Part of the said Dean and Chapter, and had caused the same to be fairly transcribed, and approved the same as a proper Bill for effecting the Purposes in his said Report and in the said Order of the Fourth of *June* One thousand eight hundred and fifty-one mentioned, and in testimony of such his Approbation had signed his Name at the Foot thereof: And whereas by an Order of the said Court of Chancery, dated the Third Day of *July* One thousand eight hundred and fifty-one, the said Report was duly confirmed, and it was ordered that the said Dean and Chapter should be at liberty to apply for the Aid and Authority of Parliament for the several Purposes and in the Form in the said Report mentioned: Therefore Your Majesty's most loyal and dutiful Subjects, the Dean and Chapter of the Cathedral Church of *Christ* in *Oxford*, of the Foundation of King *Henry* the Eighth, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most

Order confirming Master's Report, dated 3d July 1851.

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:—

Interpretation of Terms.

I. That in this Act, and so far as relates to the Construction of the same, the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there shall be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate, authorized by Law to take and hold Lands:

The Expressions "the said Dean and Chapter" shall mean the said Dean and Chapter of the Cathedral Church of *Christ* in *Oxford*, of the Foundation of King *Henry* the Eighth, and their Successors:

The Expression "the said Trustees" shall mean the Trustees or Trustee for the Time being holding the said Copyhold Lands and Hereditaments situate at *Kentish Town* aforesaid in trust for the said Dean and Chapter:

The Expression "the said Lands" shall mean the Lands, Tenements, and Hereditaments at *Kentish Town* aforesaid devised by the Will of the said Doctor *South*, and now held in trust for the said Dean and Chapter as aforesaid, and described in the Schedule to this Act (whether such Lands shall continue of Copyhold Tenure or shall at any Time be enfranchised):

The Word "Lessors," so long as the said Lands shall be of Copyhold Tenure, shall mean the said Trustees or Trustee for the Time being by this Act authorized and empowered to make Leases by the Direction of the said Dean and Chapter:

And the Word "Lessors," in case the said Lands are at any Time enfranchised and vested in the said Dean and Chapter, shall mean the said Dean and Chapter.

Power to grant building and repairing Leases for Terms not exceeding 99 Years.

II. That from and after the passing of this Act it shall be lawful for the said Trustees by Indenture to be sealed and delivered by them, and to be registered in the Manner prescribed by Law concerning Deeds affecting Hereditaments in the County of *Middlesex*, from Time to Time by the Direction of the said Dean and Chapter, to be evidenced by such Indenture being sealed with their Common Seal, and with the Licence of the Lord of the said Manor of *Cantlows* for the Time being (so long as the said Lands shall remain of Copyhold Tenure), according to a Scheme to be for that Purpose settled by the Master for the Time being to whom the said Information shall stand referred, to demise and lease all or any Part or Parts of the said Lands, with the Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future

Interest,

Interest, to any Person or Persons whomsoever who shall be willing to erect and build any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings on the Lands in any such Lease to be comprised or any Part thereof, or to finish any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings erected and built or to be erected and built on the said Lands or any Part thereof, or to repair or improve any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings standing or to stand on the said Lands or any Part thereof, or to erect and build any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings in lieu thereof or in addition thereto, and with or without Liberty for the Lessee to take down all or any Part of the Buildings standing on the Lands in any such Lease to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall in any such Lease be mentioned and agreed on; and also with or without Liberty for the Lessee to lay out and appropriate any Part or Parts of the Lands to be comprised in any such Lease as or for Plantations, Gardens, Yards, or other Conveniences or Appendages for the Use or Convenience of the Tenants or Occupiers of the said Dwelling Houses or other Buildings; and also to set out and appropriate any Part or Parts of the Lands comprised in any such Lease as and for Streets, Squares, Circuses, or other similar Spaces of Ground, Roads, Courts, Ways, Paths, Passages, Watercourses, Sewers, Drains, or otherwise, for the Use and Convenience of the Tenants or Occupiers for the Time being of any of the said Dwelling Houses or other Buildings, or for the general Improvement thereof, or of any Part thereof; and also with or without Liberty for the Lessee to dig and make, in or under any of the Lands which may be so set out and appropriated for any of the Purposes aforesaid, Arches, Cellars, or other Easements to any present or future Buildings; and also with or without Liberty for the Lessee to fell, cut, dig, and to use or carry away, or sell or dispose of such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel, as shall be upon, in, or under the Lands to be comprised in any such Lease or any Part thereof; and also with or without Liberty for the Lessee to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the Lands to be comprised in any such Lease or Leases, and to manufacture the same into Bricks or Tiles, to be used in such Buildings, Repairs, or Improvements as aforesaid, or to be sold or disposed of, as may be agreed upon in any such Lease or Leases; and also with or without Liberty for the Lessee to use and enjoy any Ground to be appropriated as an Easement or Convenience; and also with or without any other Liberties, Easements, or Privileges which are or may be usual in Leases of a similar Description, so as in and by every such Lease there be reserved and made payable half-yearly or oftener, during the Continuance of the Term thereby granted, and to be incident to and go along with the Reversion immediately

expectant

expectant on the Determination thereof, the best yearly Rent which at the Time of making such Lease can be reasonably obtained for the same, considering the Nature of the Lease, and having due Regard to the Expenditure of the Lessee in Buildings, Repairs, or Improvements, and his Responsibility, and other the Circumstances of the Case (except in those Cases in which a Peppercorn Rent, or less than the best Rent, may, under the Provisions herein-after contained, be reserved); and so as every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same; and so as in every such Lease made for the Purpose of having Buildings erected and built or finished there shall be contained a Covenant on the Part of the Lessee to build and finish or to finish such Buildings within a Time to be therein specified for that Purpose; and so as in every such Lease made for the Purpose of having Buildings repaired there shall be contained a Covenant on the Part of the Lessee to make and finish the intended Repairs within a Time to be therein specified for that Purpose; and so as in every such Lease, whether for building or repairing, or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved (unless the same shall be a Peppercorn), and of all Taxes, Charges, Assessments, and Impositions whatsoever affecting the Lands therein comprised (except only the Tax, if any, for the Time being upon Property or Income), and also a Covenant for keeping the Buildings erected and built or to be erected and built or repaired on the Lands comprised in such Lease (except so far as the same shall be thereby authorized to be taken down) in repair during the Term thereby granted, and also a Covenant for permitting the Lessors twice at least in every Year to enter and view the State and Condition of the Premises, and also a Covenant for keeping the Buildings (except as aforesaid, and subject to the Provision in this Behalf herein-after contained) insured from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof, in some or One of the public Offices of Insurance in *London* or *Westminster*, and also to surrender the Possession thereof, and leave in good Condition and Repair, the demised Lands, with the Buildings to be erected and built or repaired thereon, on the Expiration or other sooner Determination of the Term to be thereby granted, or such Covenants on the Part of the Lessee as shall be in Substance and Effect the same as or equivalent to the Covenants herein-before specified; and so as in every such Lease there be contained a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved (unless the same shall be a Peppercorn) for any Space not exceeding Forty Days, or for Nonperformance or Nonobservance of any of the Covenants or Agreements on the Part of the Lessee therein contained (except such, if any, of the same Covenants and Agreements) not being for the Payment of Rent, as the said Lessors, with the Approba-

tion of the said Dean and Chapter (to be evidenced in manner aforesaid), shall think it reasonable to except; and also with or without (as the said Lessors shall, with such Approbation as last mentioned, think fit) a Proviso that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend (except of the Covenant for Payment of Rent, and of such other Covenants or Agreements, if any, as the said Lessors, with such Approbation as last mentioned, shall think it reasonable to except), shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so as there be not contained in such Lease any Clause or Words authorizing the Lessee to commit Waste, or exempting him from Punishment for committing Waste, save so far as may be necessary for or incident to the Purposes aforesaid or any of them, and so as no Forfeiture to the Lord of the said Manor be incurred or be authorized to be incurred by any such Lease, and so as the Lessee execute a Counterpart of such Lease; provided nevertheless, that the Proviso or Condition of Re-entry herein-before required to be inserted in every such Lease as aforesaid may, if the said Lessors, with such Approbation as aforesaid, shall think fit, be so divided or apportioned as on Breach of any of the Covenants or Agreements to which the same Proviso or Condition shall extend (except such, if any, of the same Covenants and Agreements as the said Lessors shall think it reasonable to except as aforesaid) to give a Right of Re-entry into or upon any Part or Parts only, to be specified in the Lease, and in respect of which the Breach shall have occurred, of the demised Lands or Buildings, with their Appurtenances; provided nevertheless, that there may be contained in every such Lease as aforesaid such further or other Covenants, Provisoes, Conditions, Restrictions, and Stipulations, as to the said Lessors, with such Approbation as aforesaid, shall appear reasonable.

Power to appropriate any Part of the Lands for Streets, Squares, &c.

III. That from and after the passing of this Act it shall be lawful for the said Lessors, by the Direction of the said Dean and Chapter, and according to a Scheme to be so settled as aforesaid, to set out and appropriate any Part of the said Lands as and for Streets, Squares, Circuses, or other similar Spaces of Ground, Roads, Courts, Ways, Paths, Passages, Watercourses, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or other Easements or Conveniences for the general Improvement of the said Estate or for the Accommodation of the Tenants and Occupiers thereof, in such Manner and upon such Terms, and either subject to or without being subject to any annual or other Payments by such Tenants or Occupiers as shall

shall be mentioned or agreed upon in any Lease to be made in pursuance of this Act, or in any general Deed to be executed for that Purpose under the Common Seal of the said Dean and Chapter, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or by such general Deed to give and grant such other Privileges and Easements as the said Dean and Chapter shall deem reasonable or convenient.

Power to enter into Contracts for granting Building Leases, &c.

IV. That from and after the passing of this Act it shall be lawful for the said Dean and Chapter by themselves, or by the Trustees, or by any other Person or Persons acting on their Behalf, and according to such Scheme to be so settled as aforesaid, to enter into any Contract in Writing for making or granting a Lease or Leases of the Lands hereinbefore authorized to be leased as aforesaid, or any Part or Parts thereof, pursuant to the Powers and subject to the Restrictions herein contained, so far as the same shall be applicable, and by such Contract to agree when and as any Land or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be respectively built upon, rebuilt, or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in such Contract, by One or more Indenture or Indentures to lease or cause to be leased the same Lands or Buildings, or any Part thereof, to the Person or Persons contracting to take the same as aforesaid, or his Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, for and during the Remainder of the Term to be specified in such Contract, and in such Parcels and under and subject to such Portion or Portions of the yearly Rent to be specified in such Contract as shall be thought proper; and also (if the said Dean and Chapter shall think the same expedient) to agree that the total Amount of Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity to be specified in such Contract of the Lands thereby agreed to be leased, and that the Residue of such Lands shall be leased at the yearly Rent of a Peppercorn, either before or after the total Amount of Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity of Land for such Purpose shall be specified in such Contract, to agree that when the total Amount of Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part of the Lands thereby agreed to be leased, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in the Case of Leases to be granted subject to the Rent of a Peppercorn, to agree to grant the same either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in any such Contract may be made to commence at any such

Period

Period or Periods within One Year from the Date of such Contract, 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 thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be leased, and the Progress of the Buildings stipulated to be erected thereon, but so, nevertheless, that the full yearly Rent shall be made to commence at a Period not exceeding Five Years from the Date of the said Contract; and also to agree that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased, the Lands so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Lands comprised in such Contract as shall not for the Time being be leased to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper and shall in such Contract be provided for; and also to agree that the Person with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges therein authorized to be granted, except such thereof as the said Dean and Chapter shall think it reasonable to except: Provided also, that there may be contained in every such Contract as aforesaid such further or other Agreements and Stipulations as to the said Dean and Chapter shall seem reasonable.

Power to the Dean and Chapter to dispose of Brick Earth, &c.

V. That from and after the passing of this Act it shall be lawful for the said Dean and Chapter, either by themselves or by the said Trustees, or by any Person or Persons on their Behalf, according to the said Scheme to be so settled as aforesaid, and with the Licence of the Lord of the said Manor for the Time being, if such Licence shall be necessary, to enter into such Contracts in Writing as they may deem expedient with any Person who may be willing to purchase the Liberty or Privilege of digging and raising Gravel or Sand, or Earth, Loam, or Clay suitable for making Bricks or Tiles out of any Part of the said Lands, and to grant to such Person, either by Indenture sealed with the Common Seal of the said Dean and Chapter, or by such other Ways or Means as may be deemed expedient, and for such Considerations as to the said Dean and Chapter shall appear reasonable or proper, the Liberty or Privilege of digging and raising such Gravel, Sand, Earth, Loam, or Clay, and of selling and disposing of the same, together with all such Powers as may be requisite for carrying such Contracts into effect.

Power to the Dean and Chapter to

VI. That it shall be lawful for the said Dean and Chapter, if they shall think fit, in any Lease to be granted under the Powers of this Act

Act to cause to be omitted the Covenant on the Part of the Lessee herein-before directed to be inserted for keeping the Houses and Buildings comprised in such Lease, or to be erected and built on the Lands therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, and in lieu of such Covenant to insert or cause to be inserted a Covenant on the Part of the Lessors or the said Dean and Chapter to keep such Houses and Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, and to lay out the Money which shall be recovered by virtue of such Insurance in substantially rebuilding, repairing, and reinstating such Houses or Buildings as shall be destroyed or damaged by Fire, and by every such Lease the Repayment to the said Dean and Chapter of such Sums and Sum of Money as shall be paid by them in respect of such Insurance shall be secured in such Manner as they shall think fit.

insure Buildings, &c. comprised in any Lease from Loss or Damage by Fire, and to charge the Premiums to the Tenants.

VII. That if the said Lessors shall at any Time hereafter enter upon and resume or recover or obtain Possession of any Lands comprised in any Lease or Contract to be granted or entered into under the Powers of this Act, by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the said Lessors, by the Direction of the said Dean and Chapter, if they the said Dean and Chapter shall think fit, to grant Leases or enter into Contracts to grant Leases, and afterwards to grant Leases of the same Lands and every or any Part thereof, pursuant to the Powers and subject to the Restrictions herein contained: Provided always, that in any such Case as last aforesaid it shall be lawful for the said Lessors, by the Direction of the said Dean and Chapter, if they the said Dean and Chapter shall think fit, to grant a Lease or to enter into a Contract to grant a Lease, and afterwards to grant a Lease of the Lands comprised in any such forfeited Lease or Contract for any Term or Number of Years not exceeding the then unexpired Residue of the Term granted or agreed to be granted by such forfeited Lease or Contract at a yearly Rent which shall be not less in Amount than the yearly Rent reserved or agreed to be reserved by such forfeited Lease or Contract, but subject in all other respects to the Restrictions herein contained.

On Recovery of Possession of any Lands under a Condition of Re-entry new Leases may be granted.

VIII. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act, shall by reason of any technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, be void or voidable, then and in every such Case it shall be lawful for the said Lessees, by the Direction of the said Dean and Chapter, if they shall think fit, to confirm such Lease, or to grant a new Lease of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions herein

Power to confirm Leases which may be void or voidable by reason of any technical Error or Informality.

herein contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a yearly Rent which shall be not less in Amount than the yearly Rent reserved by such void or voidable Lease.

Powers to release, enter into new, and vary Contracts, and accept Surrenders of Leases, and to grant new Leases of the Lands surrendered.

IX. That it shall be lawful for the said Lessors, by the Direction of the said Dean and Chapter, at any Time to release any Person or Persons with whom any Contract or Contracts may be entered into in pursuance of this Act, and his, her, or their Executors, Administrators, and Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and to enter into any new Covenants or Agreements with the same or any other Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of such Part or Parts of the same Contract or Contracts respectively as shall have been so released, and to enter into any new Covenants and Agreements with any Person or Persons with whom any Contract or Contracts may be entered into, by way of Addition to or Explanation or Alteration of all or any Part or Parts of the Covenants and Agreements in any such Contract or Contracts respectively contained, and also to accept a Surrender or Surrenders of all or any Part of the Lands which may be wholly released as aforesaid, and of all or any Lands comprised in any Lease to be granted under any of the Powers herein-before contained, and upon any such Surrender to grant, under the Powers herein-before contained, either to the Person surrendering or to any other Person or Persons, One or more new Lease or Leases of the Lands so surrendered, or any Part thereof, either alone or together with any of the said Lands, and with Liberty, in regulating the Terms upon which such new Lease or Leases shall be granted, to make such Allowance or Remuneration, either by way of annual Charge upon the Lands so surrendered or otherwise, to the Person surrendering the same, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to the said Dean and Chapter shall seem reasonable, but so that no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time: Provided always, that upon any such Surrender as aforesaid, it shall be lawful for the said Lessors, by the Direction of the said Dean and Chapter, if they shall think fit, to grant new Leases of the Lands so surrendered, either to the Person surrendering the same, or to any other Person, for any Term or Number of Years not exceeding the then unexpired Residue of the Term granted by the surrendered Lease, and to reserve the Rent originally reserved by the surrendered Lease in respect of the Entirety of the Lands so surrendered,

rendered, upon some specific Portion of such Lands, either as an entire Rent or as an apportioned Rent issuing out of separate Parcels; and in case the whole of the Rent originally reserved by the surrendered Lease in respect of the Entirety of the Lands so surrendered shall, by any such new Lease or Leases, be reserved in respect of a Portion only of such Lands, it shall be lawful for the said Lessors by such Directions as aforesaid, to grant a Lease or Leases of the Residue of such Lands at the yearly Rent of a Peppercorn; and a Certificate in Writing under the Hand of the Solicitor, Clerk, or Agent for the Time being of the said Dean and Chapter, that the entire Rent mentioned in the surrendered Lease has been duly reserved in pursuance of this Enactment, shall, as regards the Lessee and all Persons claiming under him, be sufficient Evidence of such Reservation: Provided always, that when and as any new Lease shall be granted under the Powers herein-before contained of any Lands comprised in any surrendered Lease, the Lease so surrendered shall form no Part of the Title either at Law or in Equity to such new Lease.

Receipts indorsed upon Leases, &c. to be Evidence of Execution of Counterparts.

X. That a Memorandum in Writing under the Hand of the Solicitor, Clerk, or Agent of the said Dean and Chapter, endorsed upon any Lease to be granted under the Powers of this Act, acknowledging that he has received such Counterpart of the said Lease as is hereby required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Powers to exchange, purchase, and accept Enfranchisements.

XI. That it shall be lawful for the said Dean and Chapter, with the Approval of Her Majesty's High Court of Chancery, at any Time to agree with any Owner or Owners of Lands adjoining or adjacent to the Lands hereby authorized to be leased for making any Exchange or Exchanges which they shall consider expedient to be made for the Improvement or Convenience of the said Charity Estate, and also with such Approval to raise or cause to be raised any Money by them agreed to be paid for Equality of Exchange, or any Money received for carrying out any Scheme approved of by the Court with reference to the said Charity by Mortgage of the said Charity Estate, and of any Hereditaments to be acquired by Exchange or otherwise, in such Manner as the said Court of Chancery shall direct: Provided always, that all the Powers and Authorities hereby given in respect of the said Lands hereby authorized to be leased shall extend and apply to all or any Lands to be so acquired by Exchange or otherwise as if the same were Part and Parcel of the original Charity Estate devised by the said Will of the said *Robert South*: Provided also, that in case of any Enfranchisement being effected, the entire Charity Estate shall with

all

all convenient Speed be conveyed to and legally vested in the said Dean and Chapter and their Successors in trust for the said Charity, and then and thenceforth all and singular the Powers and Authorities hereby given to the said Trustees or the said Lessors, to be exercised at the Request or by the Direction or with the Approbation or Consent of the said Dean and Chapter, shall vest in and may then and thenceforth be exercised by the said Dean and Chapter and their Successors to all Intents and Purposes.

General Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Dean and Chapter and their Successors, the said *William Charles Cotton* and *Granville Edward Harcourt Vernon*, and the Survivor of them, and the Heirs and Assigns of such Survivor,) all such Estate, Right, Title, and Interest, Claim and Demand of, in, to, and out of the said Lands or any Part thereof, as they or any of them had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

Act as printed by the Queen's Printers to be Evidence.

XIII. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized 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.

The SCHEDULE to which this Act refers.

Forty Acres of Land, or thereabouts, Parcel of the Manor of Cantlows, otherwise Cantlers, having a Frontage upon the High Road leading from London Northward, through Kentish Town, of about Eight hundred Feet, and now or late in the Occupation of Giles Silverside, as Tenant to the said William Charles Cotton and Granville Edward Harcourt Vernon.

Philip Hardwick.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1851.