ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

****

Cap. cxvii.

An Act to grant further Powers to the *Crystal Palace* Company for the raising of Capital, for the internal Management of their Undertaking, and with respect to *Dulwich Wood*.

[21st *July* 1856.]

16 & 17 Vict. c. xx. 17 & 18 Vict. c. xciii.

Deed of Settlement, dated 28th May 1852.

Charter, dated 28th Jan. 1853.

WHEREAS Two Acts have been passed, called respectively "The *Crystal Palace* Company's Act, 1853," and "The *Crystal Palace* Company's Act, 1854:" And whereas by the Deed of Settlement of the Company, bearing Date the Twenty-eighth Day of *May* One thousand eight hundred and fifty-two, the Capital of the Company was fixed at Five hundred thousand Pounds, to be divided into One hundred thousand Shares of Five Pounds each, and by the Thirty-first Section of the same Deed the General Meetings of the Company took Power to authorize the Directors to borrow on Mortgage of the Company's Undertaking any Sum not exceeding One Third Part of the Capital of the Company from Time to Time paid up: And whereas by the Company's Charter of Incorporation, bearing Date the Twenty-eighth Day of *January* One thousand eight hundred and fifty-three, and mentioned in the first-recited Act, Power was granted to the Company by the Resolution of any General

Meeting, and with the Consent of the President of the Board of Trade, to increase the Capital by the Sum of Five hundred thousand Pounds: And whereas in pursuance of the foregoing Powers the Company have subscribed their original Capital of Five hundred thousand Pounds, and by a Resolution of an Extraordinary Meeting of the Company passed on the Fourth Day of *July* One thousand eight hundred and fifty-three, and sanctioned by the President of the Board of Trade, they agreed to raise a further Sum of Share Capital of Two hundred and fifty thousand Pounds, and by a similar Resolution, dated the Twenty-eighth Day of *February* One thousand eight hundred and fifty-four, and in like Manner sanctioned, a further Capital of Two hundred and fifty thousand Pounds was authorized to be raised: And whereas in pursuance of the foregoing Powers and Resolutions there have been issued One hundred and ninety-seven thousand one hundred and fifty-five Shares of Five Pounds each, representing a Capital of Nine hundred and eighty-five thousand seven hundred and seventy-five Pounds, to which Shares no preferential Dividend is attached, and also Two thousand eight hundred and forty-five Shares, representing a Capital of Fourteen thousand two hundred and twenty-five Pounds, to which Shares, by virtue of a Resolution of a Special Meeting of the Company held on the Eighth Day of *February* One thousand eight hundred and fifty-five, a preferential Dividend of Seven *per Centum per Annum* and certain further Advantages were attached: And whereas the Company duly resolved to borrow on Mortgage of their Undertaking, or on Bond, a Sum of Three hundred thousand Pounds, and they have in fact raised by those Means the Sum of Ninety-five thousand Pounds, which Sum is now charged upon their Undertaking, and by a Resolution of the said Special Meeting of the Proprietors held on the Eighth Day of *February* One thousand eight hundred and fifty-five it was resolved that One hundred and thirty-five thousand seven hundred and seventy-five Pounds should be raised by Shares of Five Pounds each, bearing a Preference Dividend of Seven *per Centum per Annum*, with certain further Advantages, instead of by Mortgage or Bond, which Preference Shares have been issued and paid up in full, but the same require the Authority of Parliament: And whereas for the Completion of their Undertaking the Company are desirous of raising a further Capital of One hundred thousand Pounds, and that the Powers of borrowing contained in the said Deed of Settlement and confirmed by the said Charter should be limited, and that the Company should be enabled to convert their Shares into Stock, and their Bond or Mortgage Debt into an irredeemable Debenture Stock: And whereas by an Indenture of Lease, bearing Date the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, made between the Master, Warden, Four Fellows, Six Poor Brethren, Six Poor Sisters, and Twelve Poor Scholars of the College of *God's Gift*

Indenture dated 27th Jan. 1854. (Dulwich Wood).

Gift in *Dulwich* in the County of *Surrey* (herein-after called *Dulwich College*), of the one Part, and *George Wythes* of *Reigate* in the County of *Surrey*, Esquire, of the other Part, the said *Dulwich College* did demise unto the said *George Wythes*, his Executors, Administrators, and Assigns, the Piece of Land described in the said Lease, and herein-after called *Dulwich Wood*, for the Term of Eighty-four Years from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three, the said *George Wythes* covenanting with the said College to expend a Sum of Forty thousand Pounds in building or otherwise on such Land; and the said *George Wythes* has, by Indenture bearing Date the Twenty-first Day of *June* One thousand eight hundred and fifty-five, demised or agreed to demise the said *Dulwich Wood* to the *Crystal Palace* Company for the Term of Eighty-four Years less Two Months from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three, subject also to the Covenant for the Expenditure by the Company of the said Sum of Forty thousand Pounds: And whereas by the said recited Acts, and by the "*West London and Crystal Palace* Railway Act, 1853," the *Crystal Palace* Company and the *West London and Crystal Palace* Railway Company are empowered to purchase compulsorily certain Portions of *Dulwich Wood*, and the *Crystal Palace* Company and the *West London and Crystal Palace* Railway Company have in fact taken thereunder certain Portions thereof, and it is expedient that the Provisions herein-after contained should be made in consequence thereof with respect to the Rent and to the said Expenditure of Forty thousand Pounds: And whereas by the said recited Acts Powers were given to the Company and to *Dulwich College* with respect to *Dulwich Wood*, but the said Powers were confined to so much of the said Wood as was shown on the Plan deposited with relation to the "*Crystal Palace* Company's Act, 1853," and inasmuch as the said Plan did not show the whole Portion of the Wood with relation to which the said Powers were intended to be sought both by the Company and the College, it is expedient that the said Powers should be extended, and it is also expedient that the Company should be enabled to agree with the said College and with Mr. *George Wythes*, the Lessee thereof as aforesaid, for the Apportionment of the Rent payable by the said *George Wythes* to the College or by the Company, as the Lessee of the said *George Wythes*, to him: And whereas it is also expedient that the Company should be enabled to grant to the Proprietors of Shares or Stock therein Tickets of Admission to their Buildings and Grounds for Life or for certain definite Terms of Years, in lieu of the Interest in the Capital of the Company held by the Proprietors who may be willing to acquire such Tickets of Admission: And whereas by virtue of their said Charter the Company are authorized to make Byelaws for the Government of their own Affairs, but it is expedient that they should likewise be enabled,

Indenture dated 21st June 1855.

enabled, under the Restrictions herein-after contained, to make and to enforce Byelaws for the Regulation of all Persons employed in or resorting to their Buildings and Grounds; and by virtue of a supplemental Charter, bearing Date the Twenty-second Day of *December* One thousand eight hundred and fifty-five, certain Authority was given to the Company for the Sale of Refreshments, and it is expedient that the Company should be authorized, subject also to the Restrictions herein-after contained, to supply or to agree for the supplying of Refreshments in the said Buildings and Grounds; but inasmuch as the said Company cannot effect the above Purposes without the Authority of 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:

Ordinary Capital.

I. The Sum of Nine hundred and eighty-five thousand seven hundred and seventy-five Pounds shall be deemed to be the ordinary Capital of the Company.

Preference Shares.

II. The Shares of the Company issued by virtue of the Resolution of the Eighth Day of *February* One thousand eight hundred and fifty-five, and amounting to One hundred and fifty thousand Pounds in the whole, including the said Two thousand eight hundred and forty-five Shares, are hereby authorized and confirmed; and the Company shall pay thereon a Dividend at the Rate of Seven *per Centum per Annum* out of the Income from Time to Time applicable to the Payment of Dividend, in preference or priority to the Payment of Dividend on the ordinary Stock or Shares of the Company, or on the Shares to be created by virtue of the Powers herein-after contained; and the Company shall also pay on the said Shares a Dividend equal to that which may from Time to Time be paid on the ordinary Stock or Shares of the Company beyond the Rate of Seven *per Centum per Annum*; but no Deficiency of Dividend or Interest on such Shares in any One Year shall be made good out of the Profits of the Company accruing in any future Year.

Power to raise additional Capital by Creation of new Preference Shares.

III. It shall be lawful for the Company from Time to Time to raise a Sum not exceeding in the whole One hundred thousand Pounds by the Creation of new Shares of such Amount and with such Preference or Priority of Dividend or Interest (not exceeding the Rate of Seven Pounds *per Centum per Annum*) as a Majority of Three Fifths of the Proprietors present, in Person or by Proxy, at any Extraordinary Meeting of the Proprietors duly convened for the Purpose may from Time to Time determine, or by Mortgage or Loan, or partly by Shares and the Residue by Mortgage or Loan: Provided always,

always, that the granting of any such Preference or Priority on the additional Capital hereby authorized to be raised shall not prejudice or affect the Preference or Priority in the Payment of Interest or Dividend already granted by the Company by virtue of the Resolution of the Eighth Day of *February* One thousand eight hundred and fifty-five, or any other Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which shall have been granted by the Company in pursuance of or which may have been confirmed by any previous Act of Parliament, or which may otherwise be lawfully subsisting.

Such Preference Shares not to prejudice those issued under Resolution, Feb. 8, 1855.

IV. It shall be lawful for the Company to raise by Mortgage of their Undertaking, or by Bond, a Sum not exceeding in the whole the Sum of Two hundred thousand Pounds (in addition to the Sum hereby authorized to be borrowed on Mortgage or Bond instead of raising the same by the Creation of new Shares), and the Sum of Ninety-five thousand Pounds already borrowed by the Company as aforesaid shall be deemed Part of the said Sum of Two hundred thousand Pounds; and all the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money on Mortgage or Bond, and with respect to the Conversion of borrowed Money into Capital, shall be incorporated with and form Part of this Act.

Power to borrow on Mortgage, &c.

V. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Consolidation of the Shares into Stock, shall be incorporated with and form Part of this Act.

As to Consolidation of Shares into Stock.

VI. It shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting of the Company convened with due Notice of that Object, to resolve that any Portion of the borrowed Capital of the Company then subsisting on the Security of outstanding Mortgages or Bonds, or any Debenture or other Security for which or for the Interest whereof the Company are lawfully liable, not exceeding an Amount to be defined in and by such Resolution, may be converted into Stock of the Company of like Amount, either by Agreement with the Holders of such Mortgages or Bonds or other Security respectively before the same respectively become due, or by paying off the same respectively when due, and issuing Stock of a corresponding Amount instead of re-borrowing the Sums so paid off; and also, with the like Consent, from Time to Time to resolve that the whole or any Part, to be defined in and by such Resolution, of the Monies which the Company shall have Authority to raise by borrowing under the Powers of any of their Acts, and which shall not then have been raised, shall or may be raised

As to Conversion of Debt into Debenture Stock;

and Power to raise Money by means of that Stock.

raised by the Creation and Issue of Stock of a corresponding Amount, instead of borrowing the same; and also, with the like Consent, to attach to the Stock so authorized to be created and issued for any of the Purposes aforesaid a fixed and perpetual irredeemable yearly Dividend or Interest at any Rate not exceeding the Rate of Six Pounds for every One hundred Pounds thereof, payable in equal half-yearly Portions; and it shall thereupon be lawful for the Directors of the Company to carry into effect such Resolution or Resolutions by the Creation and Issue of so much Stock as may from Time to Time be necessary for that Purpose, having such fixed Rate of Interest or Dividend as aforesaid; and the Stock so created and issued shall be a Charge upon the Undertaking and Lands, Tenements, and Hereditaments of the Company, but shall be distributable, transmissible, and transferable as and in other respects have the Incidents of Personal Estate, and the said Interest or Dividend shall for ever have Priority of Payment over all other Dividends on any other Stock or Shares of the Company, whether ordinary or Preference or guaranteed; and the Stock when so created shall be termed "*Crystal Palace* Debenture Stock;" and every Deed or other Instrument granting or transferring any such Debenture Stock shall be chargeable with the same Stamp Duty as a Mortgage or Transfer of a Mortgage respectively, and shall be duly stamped for denoting the said Duty accordingly.

Nothing to prejudice Rights of Mortgagees or Bond Creditors, &c.

VII. Provided always, That nothing herein contained shall in anywise prejudice or affect the Rights of the Holders of Mortgages or Bonds or other Creditors of the Company: Provided also, that after the Conversion of any such Mortgages or Bonds into Stock it shall not be lawful for the Company to issue Mortgages or Bonds, or any other Securities, or again to borrow the Sum so converted, but the Powers of borrowing by the Company shall, to the Extent of the Sums so from Time to Time converted into Stock, be extinguished; and lastly, that if any Part of the said *Crystal Palace* Debenture Stock shall be issued before the outstanding Securities shall be actually due, and before the Holders of the same shall be willing to receive Payment, in every such Case the Monies received from the Issue of such Debenture Stock shall immediately upon the Receipt thereof be invested upon Government Securities, and shall continue so invested until such Securities shall become due, or the Holders thereof consent to receive the same, and no Part of the Monies so invested shall be applicable to the general Purposes of the Company.

As to Votes of Holders of Debenture Stock;

VIII. The Holders of the said Debenture Stock shall not be entitled to vote in the Affairs of the Company unless it shall be otherwise resolved by a Majority of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any Meeting convened

vened with due Notice, that a Resolution for that Purpose will be proposed at such Meeting; and the Provisions contained in the 62nd and 63rd Sections of "The Companies Clauses Consolidation Act, 1845," with respect to the Transfer and the Register of consolidated Stock, shall apply to the Debenture Stock created by virtue of this Act. and Transfer and Registry of Stock.

IX. If within Thirty Days after the Dividend or Interest on the said Debenture Stock has become payable, and after Demand thereof in Writing, the same be not paid, the Proprietor or Proprietors of such Stock, holding individually or collectively an Amount in nominal Value of Ten thousand Pounds or upwards, may (without Prejudice to his and their Right to sue for the Dividend or Interest so in arrear in any Court of competent Jurisdiction) require the Appointment of a Receiver by an Application to be made as herein-after provided. Arrears of Dividend may be enforced by Appointment of a Receiver.

X. Every Application for a Receiver in the Cases aforesaid shall be made to Two Justices, and on any such Application it shall be lawful for such Justices, by Order in Writing, after hearing the Parties, to appoint some Person to receive the whole or a competent Part of the Sums liable to the Payment of such Dividends or Interests, until all the Arrears of Dividends or Interest which may then be due on the said Stock, together with all Costs, including the Charges of receiving the Sums aforesaid, be fully paid; and upon such Appointment being made all such Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed; and the Money so to be received shall, but without Prejudice to the Claims of any Creditors of the said Compay in the meantime, and until the said Money shall be distributed as herein-after mentioned, be so much Money received by or to the Use of the Proprietors of the said Stock, or to the Use of those of the Proprietors to whom such Dividends or Interest shall be then due; and so soon as the full Amount of such Dividends, Interests, and Costs has been so received, the Power of such Receiver shall cease: Provided always, that such Receiver shall distribute rateably and without Priority, among all the Proprietors of the said Stock to whom Interest or Dividends shall be in arrear, the Monies which shall so come to his Hands. Appointment of a Receiver.

XI. It shall be lawful for the Directors to agree with any Proprietor absolutely entitled to Shares or Stock in the Company for the Conversion thereof or of any Part thereof into a Ticket of Admission into the Buildings and Grounds of the Company for such Proprietor, or the Nominee of such Proprietor, either for Life or for such Term of Years as may be determined on, and subject to such Conditions as may be agreed on; and the Shares or Stock so converted shall be extinguished and cease to form Part of the Capital of the Company, or Life Tickets.

to

to be entitled to any Interest or Dividend, or to confer the Right of attending the Meetings or voting at the Meetings of the Company, unless these Rights shall be reserved in the Agreement between the Company and such Proprietor: Provided always, that no such Agreement shall be entered into, or Conversion of Shares into Life Tickets be effected, unless a Majority of the Proprietors of the Company in General Meeting assembled, with due Notice of the Matter, shall have given general Authority to the Directors to effect such Conversions.

Byelaws.

XII. It shall be lawful for the Company from Time to Time to make and to alter and repeal such Byelaws as they think fit for the Purpose not only of regulating the Conduct of the Officers and Servants of the Company, and for the providing for the due Management of the Affairs of the Company, but also for regulating the Use of the Buildings and Grounds of the Company, for preserving Order therein, and for the Prevention of any Nuisance by or towards the Persons resorting thereto, and to impose Penalties (not exceeding Five Pounds for any One Offence) on such last-named Persons as well as on their own Officers and Servants for the Breach of such Byelaws: Provided always, that such Byelaws, so far as they respect Persons other than the Officers and Servants of the Company, shall not be valid until they shall have been approved by One of Her Majesty's Principal Secretaries of State, and no such Byelaws shall be repugnant to the Laws of the Realm; and the Provisions in "The Companies Clauses Consolidation Act, 1845," with respect to the making of Byelaws, shall, excepting so far as they are herein modified and extended, apply to the Byelaws of the Company.

Refreshments.

XIII. It shall be lawful for the Company, if they shall be duly licensed so to do, or for any Person or Persons duly authorized by the Directors, and so licensed as aforesaid, from Time to Time and at all Times hereafter to vend, supply, and furnish, or contract for the vending, supplying, and furnishing of all Kinds of Food and Refreshment, and any Wines and fermented Liquors, other than spirituous Liquors, to be consumed on or within their Building and Grounds, to their Officers and Servants, and to the Persons resorting thereto, subject to Regulations to be previously approved by the Secretary of State for the Home Department, and the Permission hereby granted to vend or contract for the Supply of Wines and fermented Liquors is to cease at any Time upon Notice from the said Secretary of State.

Nothing to alter Deed of Settlement or Charter,

XIV. Provided always, and it is hereby declared, That nothing herein contained shall alter or invalidate the said Deed of Settlement or Charter, or shall relieve the Company from any Covenants or Conditions

Conditions contained therein respectively, excepting in so far as the said Deed and Charter are expressly varied by this Act. except as varied by this Act.

XV. It shall be lawful for the Company to accept and hold by way of Lease or Under-lease for the Purposes of building or repairing, or other Improvements, or for any other Purpose whatsoever not inconsistent with the Covenants and Conditions of the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, either the whole or any Part or Parts of the Piece or Parcel of Ground comprised in and demised by the said Lease bearing Date the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, (and made between the said Master, Warden, Fellows, Brethren, Sisters, and Scholars of the one Part, and the said *George Wythes* of the other Part,) for any Term or Terms of Years, at such Rent or Rents, and under and subject to such Covenants, Conditions, and Agreements, as may be agreed upon between the said Company and the said *George Wythes*, his Executors, Administrators, or Assigns; and from and after any such Lease or Under-lease shall have been accepted by the Company, it shall be lawful for them to hold the same, or to assign, lease, or under-lease the Premises comprised in any such Lease or Under-lease at or for such Price or Sum, Rent or Rents, and under and subject to such Covenants, Conditions, and Agreements, as they may think fit, not being inconsistent with the Covenants, Conditions, and Agreements in the said existing Lease contained as the same are authorized to be varied by this Act; and it shall be lawful for the Company, either before or after any such Lease or Under-lease shall have been granted to them, to purchase and hold the said Piece or Parcel of Ground, or any Part or Parts thereof, either in Fee Simple, or for the Remainder of any Term or Terms of Years which shall be then subsisting in the Premises, and either for a gross Sum of Money or at a Fee-farm or other Rent or Rents, and after such Purchase to hold or to sell, lease, or otherwise dispose of the same or of any Part thereof as they may think fit; and for the Purposes of this Act, and the Act of the Forty-eighth Year of the Reign of His Majesty King *George* the Third, Chapter 116, (Local and Personal,) the Company shall be deemed to be Tenants within the Intent and Meaning of the Power of leasing in the last-mentioned Act contained; and for the Purpose of completing the Purchase of or making Compensation for the Portion of *Dulwich Wood* which has been taken by the *Crystal Palace* Company under the Powers of the said recited Acts, it shall be lawful for the Company, at an Extraordinary General Meeting of the Proprietors duly convened for that Purpose, and with the Consent of Three Fifths of the Proprietors present at such Meeting, in Person or by Proxy, to raise or direct the raising of any Sum or Sums of Money either by an Issue of Shares or by Mortgage or Company may hold Part of Dulwich Wood by Lease or Under-lease.

Loan, and upon such Terms and Conditions as such Meeting shall determine.

Surrenders may be made of subsisting Leasehold Interests.

XVI. With a view to obtaining or procuring by the Company of a Lease or Under-lease of the said Piece or Parcel of Ground, or any Parts thereof, in pursuance of this Act, it shall be lawful for the said *George Wythes*, his Executors, Administrators, or Assigns, with Consent of the said Master, Warden, Fellows, Brethren, Sisters, and Scholars, to surrender the said Portion of *Dulwich Wood* comprised in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or the Parts thereof of which he or they may be respectively desirous of obtaining a Lease or Under-lease, and for the Company to surrender to the said *George Wythes*, his Executors or Administrators, the said Premises comprised in the said Under-lease, or the Parts thereof of which they may be desirous of obtaining a Lease for the Remainder thereof to come and unexpired of the said Terms of Eighty-four Years, and Eighty-four Years less Two Months, or for any other Estate or Interest which may be held by the Company and the said *George Wythes* respectively, and it shall be lawful for the said Master, Warden, Fellows, Brethren, Sisters, and Scholars, and the said *George Wythes*, his Executors, Administrators, or Assigns, to accept such respective Surrenders accordingly, and from and after any such Surrender of the said Lease so granted to the said *George Wythes* the said Master, Warden, Fellows, Brethren, Sisters, and Scholars shall be and be considered as fully competent to grant, under the Powers of the said Act of the Forty-eighth Year of the Reign of King *George* the Third, a new Lease or Leases of the Premises so surrendered as if the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four had not been made or executed, subject nevertheless and without Prejudice to any Estate or Interest then held by the Company or any other Person, and which may not have been surrendered or ceded: Provided nevertheless, that no Lease or Leases which shall be granted by the said Master, Warden, Fellows, Brethren, Sisters, and Scholars in the Place of or upon the Surrender of the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four shall be for a longer Term or Interest than Eighty-four Years, to be computed from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three, and the Rent or aggregate Amount of Rents to be reserved by such Lease or Leases shall, subject to the Provisions herein-after contained, not be less in Amount than the Rent or Rents reserved by the said Indenture of Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, and the said Buildings and Improvements to be made under such Lease or Leases shall, subject to the said Provision, not be less beneficial than the Improvements

agreed

agreed to be made under the said subsisting Lease to the said *George Wythes*: Provided also, that the said Master, Warden, Fellows, Brethren, Sisters, and Scholars shall not be bound to receive or reserve in any Lease or Leases which may be granted in lieu or upon the Surrender of the said existing Lease any higher or greater Amount of Rent than the said Rent or Aggregate of Rents reserved and made payable by the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, by reason of any Buildings or other Improvements which may have been made on the said Piece or Parcel of Ground or any Part thereof respectively previously to the granting of such new or other Lease or Leases: Provided nevertheless, that no Assignee or Under-lessee, or other Person claiming any Estate or Interest by, through, or under the Company or the said *George Wythes*, as the Case may be, shall be bound or concerned to inquire whether such Rent or aggregate Rents has or have been reserved in and by such Leases as aforesaid, or that the Improvements by any new or other Lease provided for are or shall be as beneficial as those in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four.

Company may redeem the improved Rent and purchase Residue of Lease.

XVII. It shall be lawful for the Company, if they shall think fit, to agree with the said *George Wythes*, his Executors, Administrators, or Assigns, for the Purchase or Redemption of the Rent reserved by the said Indenture of Lease of the Twenty-first Day of *June* One thousand eight hundred and fifty-five, and the Remainder expectant on the Determination of the said Under-lease of the said Term of Eighty-four Years from the Twenty-fifth Day of *March* One thousand eight hundred and fifty-three of and in the Part of *Dulwich Wood* which shall be then subject to the said Term, or of and in any Part or Parts thereof, and other the Estate and Interest of the said *George Wythes*, his Executors, Administrators, or Assigns, under or by virtue of the said Lease, at or for such a Sum or Sums as shall be mutually agreed upon between the Company and the said *George Wythes*, his Executors, Administrators, or Assigns, and for the Purpose of making such Purchase it shall be lawful for the Company, in the Manner herein-before authorized for raising Money for the Purchase of the said Portion of *Dulwich Wood* which has been taken as aforesaid, to raise the Sum or Sums which shall be so agreed upon; and it shall be lawful for the Company, or any Person nominated by them, to accept an Assignment, and hold the Premises comprised in the said Lease accordingly, and to enter into Covenants with the said *George Wythes*, his Executors, Administrators, or Assigns, for Payment of the Rent reserved by such Lease, and for the Observance and Performance by the Company of the Covenants in the same Lease contained, and for indemnifying the said *George Wythes*, his Executors,

Executors, Administrators, or Assigns, from the Payment of such Rents and from the Observance and Performance of such Covenants.

The College may agree to apportion Rents and Costs.

XVIII. It shall be lawful for the said Master, Warden, Fellows, Brethren, Sisters, and Scholars, by any Deed or Deeds under their Common Seal, from Time to Time to agree with the said *George Wythes*, his Executors, Administrators, or Under-lessees, or Assigns, or any of them, for an Apportionment of the Rent reserved by the said Lease of the said Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or to be reserved by any other Lease which may be granted in lieu thereof, and of the Covenants, Conditions, Stipulations, and Agreements in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or in any such other Lease contracted or to be contracted, between any particular Parts of the said Piece or Parcel of Ground, Messuages, Buildings, and Premises comprised or to be comprised in any such Lease, separate and distinct from the other Part or Parts of the same Premises, so and in such Manner that the Operation of the Proviso or Condition for a Right of Re-entry for Nonpayment of Rent and for Nonperformance or Default in Observance of the Covenants, Conditions, Stipulations, and Agreements in the said Indenture of Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or in any such other Lease reserved and contained or to be reserved and contained, shall be confined and restricted to the particular Part or Parts to be specified in such Deed or Deeds, whereby such Apportionment shall be agreed upon and shall be applicable to, enforceable, and operate only in respect of the Proportion or Part of the Rent reserved by the aforesaid Lease which shall be apportioned to such particular Part of the said Premises, and so that such particular Part or Parts, or the Assignee or Under-lessee in respect thereof, shall not be liable for any other or greater Proportion of such Rent than shall be so apportioned to such particular Part, nor for any Breach or Default in the Observance or Nonperformance of the Covenants, Conditions, Stipulations, and Agreements, or the Operation of the Proviso or Condition of Re-entry in such Lease contained or to be contained, which may happen in respect of any Part of the said Premises comprised in such Lease other than the particular Part to which the same may be so apportioned; and from and after the Execution of such Agreement or Agreements, whether relating to the whole or any particular Part or Parts of the said Piece or Parcel of Ground, Messuages, Buildings, and Premises comprised in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or to be comprised in any such other Lease, to or in respect of which any such Apportionment may be made or agreed to be made, no such particular Part, or the Lessee

or Under-lessee thereof, shall be liable for any greater Part or Proportion of the said Rent reserved or to be reserved by any such Lease than the Part or Proportion which shall be apportioned to or in respect of it as aforesaid; and no such particular Part, or the Assignee or Under-lessee in respect thereof, shall be liable for any Breach or Default in the Performance or Observance of any of the Covenants, Conditions, Stipulations, or Agreements contained in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or to be contained in any such other Lease, which may happen in respect of any Part of the said Premises other than the Part to which the same shall be specifically apportioned, but each such particular Part shall be liable for its Proportion of Rent only, and for any Breach or Default in the Performance or Observance of any Covenants, Conditions, Stipulations, or Agreements which may happen in respect of such particular Part only; and it shall be lawful for the said Master, Warden, Fellows, Brethren, Sisters, and Scholars, by any such Deed or Deeds, also to provide, declare, and agree with the said *George Wythes*, his Executors, Administrators, and Assigns, or other such Lessee or Lessees as aforesaid, that no Under-lease or Under-leases which may be granted by the said *George Wythes*, his Executors, Administrators, or Assigns, or by any other such Lessee or Lessees, whether upon any Surrender contemplated by this Act or not, of all or any Part of the Ground to be comprised in the said Indenture of Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or in any Lease or Leases which may be granted in lieu thereof, shall be liable to Forfeiture or to the Operation of the Proviso or Condition of Re-entry for Nonperformance of the Covenants, Provisoes, or Conditions contained on the Part of the Lessee in the original Lease by reason of the Breach or Nonperformance of any such Covenants, Provisoes, or Conditions, unless such Breach or Nonperformance shall arise or be made with reference to the particular Premises to be comprised in any such Under-lease or some Part thereof, and that the Breach or Nonperformance of any of the said Covenants, Provisoes, or Conditions with reference to the Premises comprised in any such Under-lease shall not work a Forfeiture of the original Lease thereof as respects any other Premises therein comprised, and not included in such Under-lease, and that the Proviso of Re-entry contained in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or to be contained in any such other Lease as aforesaid, for Nonperformance of any of the Covenants, Provisoes, or Conditions therein contained on the Part of the Lessee, shall accordingly be and be construed and held to be apportionable so and in such Manner as that the same shall have a distinct or separate or exclusive Operation with respect to the Premises to be comprised in each such Under-lease as aforesaid in such and the same Manner as if, instead of each original Lease com-

prising more than the Premises included in each such Under-lease as aforesaid, there had been an original separate Lease of the Premises respectively comprised in each such distinct Under-lease as aforesaid; and any and every such Deed of Agreement as aforesaid shall be absolutely binding upon the said Master, Warden, Fellows, Brethren, Sisters, and Scholars, their Successors and Assigns, during the Term granted by the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or to be granted by any such other Lease, shall be construed and take effect as fully to all Intents and Purposes as if the same, and the Apportionment or respective Apportionments agreed to be made, had been specially authorized by the said Act of the Forty-eighth Year of the Reign of His said late Majesty King *George* the Third to be inserted and made in and by the Leases thereby authorized of the Hereditaments in the Second Schedule to the same Act, and the same Agreement and Provisions, and Apportionment or Apportionments, had been inserted in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or in such other Lease as aforesaid accordingly.

As to Diminution of Rent.

XIX. Any Sum or Sums of Money which shall be received by *Dulwich College* or by the said *George Wythes* respectively, either from the *Crystal Palace* Company or from the *West London and Crystal Palace* Railway Company, by way of Purchase or Compensation Money for their several Interests in the Portions of *Dulwich Wood* comprised in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, and which the said Companies respectively may take or may have taken under or by virtue of the compulsory Powers of the recited Acts or of "The *West London and Crystal Palace* Railway Act, 1853," shall be deemed to be a Payment of Principal Money in redemption of a Portion of the Rents so reserved to *Dulwich College* and the said *George Wythes* respectively, and the Rents so reserved shall from and after such Payment be diminished accordingly, that is to say, for every Hundred Pounds of Purchase or Compensation Money so received by *Dulwich College* there shall be deducted Four Pounds a Year from the Rent reserved to the said College by the said Indenture of Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four; provided that, if the Amount of the Purchase Money or Compensation to be paid by the *Crystal Palace* Company to the said College for the Land taken by the said Company shall not be agreed upon between the said Company and the College within Six Calendar Months from the passing of this Act, the same shall or may be ascertained and settled at the Instance of either Party under the Provisions of the Lands Clauses Consolidation Act, 1845; but if the Amount of the Purchase Money or Compensation shall

shall be agreed upon within the said Period of Six Calendar Months, the said College shall extend the Time for the Payment of such Purchase Money or Compensation, so that one Moiety thereof shall be payable within One Year after the passing of this Act, and the other Moiety thereof within Two Years from the passing of this Act.

As to Diminution of Expenditure of 40,000*l.*

XX. And whereas the said Sum of Forty thousand Pounds so covenanted as aforesaid by the said *George Wythes* and the *Crystal Palace* Company respectively to be expended on *Dulwich Wood* was intended to be a Security to *Dulwich College* for the Rent reserved to them by the said Indenture of Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, and it is fitting that in proportion to the Diminution of the said Rent by any of the Means aforesaid or otherwise the said Expenditure of Forty thousand Pounds should be diminished: Be it enacted, That any Sum or Sums of Money so received as aforesaid by *Dulwich College* from either of the said Companies by way of Purchase Money for Portions of *Dulwich Wood* comprised in the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, shall be accepted by the said College and by the said *George Wythes* in part Satisfaction of the said Sum of Forty thousand Pounds, in such Proportion as the Amount of Rent from Time to Time redeemed by means of the said Sums of Purchase or Compensation Money, and by virtue of the foregoing Enactment, bears to the whole Rent reserved by the said Indenture of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, and the said *George Wythes* and the Company respectively shall, for every such Sum of Purchase or Compensation Money, be exonerated and relieved from such proportionate Part of the said Expenditure: Provided always, that the said Sum of Forty thousand Pounds, or so much thereof as according to this Enactment shall be required to be expended, shall be expended after the Rate of Five thousand Pounds at the least in every Year until the whole thereof shall be expended, and the First Outlay of Five thousand Pounds shall be made in the Year One thousand eight hundred and fifty-eight, and the Period for such Expenditure is hereby extended accordingly.

Act not to affect Lease of 27th Jan. 1854, or the Rights of Dulwich College.

XXI. Provided always, and it is hereby declared, That nothing in this Act contained shall be construed to defeat, alter, prejudice, or make void the Covenants, Conditions, and Agreements of the said Lease of the Twenty-seventh Day of *January* One thousand eight hundred and fifty-four, or any of them, or the Rights and Remedies of *Dulwich College* under the same or under the said recited Acts or "The *West London and Crystal Palace* Railway Act, 1853," further or otherwise than is herein-before expressly enacted.

XXII. In

Short Title.

XXII. In citing this Act it shall be sufficient to use the Expression "The *Crystal Palace* Company's Act, 1856."

Expenses of Act.

XXIII. The Expenses of obtaining this Act, or preparatory or incidental thereto, shall be borne by the *Crystal Palace* Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1856.