ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

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C A P. XLIV.

An Act to give to the Universities of *Oxford*, *Cambridge*, and *Durham*, and the Colleges in those Universities, and to the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, Power to sell, enfranchise, and exchange Lands under certain Conditions, and also to grant Leases for Agricultural, Building, and Mining Purposes, and to deal with the Interests of their Lessees under proper Reservations and Restrictions. [23d *July* 1858.]

WHEREAS it is expedient that the Universities of *Oxford*, *Cambridge*, and *Durham*, and the Colleges in those Universities, and the Colleges of *St. Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, should be empowered to sell, enfranchise, and exchange their Lands under certain Conditions, and also to grant Leases for Agricultural and Building and Mining Purposes under proper Reservations and Restrictions, and to deal with the Interests of their Lessees in manner herein-after provided: And whereas the several Acts now in force in relation thereto are inade-

quate for such Purposes: 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:

Power to the Universities and Colleges to sell, enfranchise, and exchange Lands under certain Conditions.

I. It shall be lawful for the said Universities, and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, with the Consent of the Copyhold Commissioners to sell any Estate in Lands either at Law or in Equity which now is or at any Time hereafter shall be vested in such Universities respectively, or in any such College, and also with such Consent as aforesaid to enfranchise any Copyhold or Customary Lands held of any Manor belonging to such Universities respectively, or any such College, or to exchange any Estate in Lands for any other Lands, whether the same shall be of a like Nature or not, and upon any such Exchange to receive or pay any Money by way of Equality of Exchange; and all Monies which on any such Sale, Enfranchisement, or Exchange shall be received by or become payable to or for the Benefit of such Universities respectively, or for any such College, shall from Time to Time be paid into the Bank of *England* for the Benefit of such Universities respectively, or of any such College, to an Account to be entitled "The Account of the Copyhold Commissioners Exparte "the University or the College for whose Benefit such Monies shall "have been so paid in (describing such University or College by its "Corporate Name) in the Matter of this Act;" and the Receipt of the said Copyhold Commissioners shall be an effectual Discharge to any Purchaser or other Person for any Money therein expressed to be received, and all Monies so paid into the Bank of *England* shall be applicable and be applied in Payment for Equality of Exchange as aforesaid, or shall be laid out by such University or College with such Consent as aforesaid in the Purchase of other Lands in Fee Simple, or of any Lands of a Leasehold Tenure, (such Leaseholds to be holden for a Term of not less than Five hundred Years yet to come and unexpired at the Time of such Purchase at a nominal Rent, and to be contiguous to or convenient to be held with any other Lands belonging to such Universities respectively, or to any such College,) such Lands to be conveyed and assigned respectively to the Use or for the Benefit of such University or College, and to be held together with any Lands received in Exchange by such University or College upon the like Trusts and for the like Purposes as the Lands sold or given in Exchange by such University or College respectively; and the Monies from Time to Time remaining unapplied for the Purposes aforesaid, shall be invested by and in the Names of the said Copyhold Commissioners to the Account aforesaid in the Purchase of Government

Government Stocks, Funds, or Securities, which the said Copyhold Commissioners shall hold in trust for such University or College; and the said Copyhold Commissioners may sell and dispose of the same for the Purposes of this Act as Occasion may require, and in the meantime the Interest, Dividends, and annual Proceeds of such Monies, Stocks, Funds, and Securities shall be paid to such University or College to be applied to the same Purposes as the annual Income was applicable which arose out of the Lands from the Sale, Enfranchisement, or Exchange of which the Money invested in such Stocks, Funds, or Securities was produced: Provided that, except as hereafter is mentioned, nothing in this Section contained shall apply to any Estate of the Universities respectively, or any such College as aforesaid, in reversion in Lands expectant upon any Lease for a Life or Lives, or for a Term of Years determinable upon any Life or Lives, or for a Term of Years whereof more than Seven shall be unexpired, on which a Rent less than Three Fourths of the clear yearly Value of such Lands shall have been reserved, except where the Lessee has a Right of Renewal.

Mode in which Consents of Copyhold Commissioners to be evidenced.

II. The Consent herein-before required to be given by the Copyhold Commissioners to any Sale, Enfranchisement, or Exchange to be effected under the Authority of this Act, shall be evidenced in manner following; (that is to say,) the said Commissioners, upon Consideration of the proposed Sale, Enfranchisement, or Exchange, and the Report thereon of the Surveyor of the University or College proposing the same, and being satisfied as to the Propriety thereof, shall issue an Order under their Hands and the Common Seal of their Board, authorizing such proposed Sale, Enfranchisement, or Exchange, to be carried into effect by the University or the College making Application under the Provisions of this Act; and the Consent of the said Commissioners herein-before required to the Re-investment of the Monies to be received upon any such Sale, Enfranchisement, or Exchange in the Purchase of other Lands, shall also be evidenced by a similar Order, to be issued by the said Commissioners in manner aforesaid, approving of the proposed Purchase, and authorizing the University or College (as the Case may be) to carry the same into effect; and it shall not in any Case be necessary that the said Commissioners should be made Parties to, or should execute any Conveyance, Assignment, or other Assurance to be made by such University or College for effecting any Sale, Enfranchisement, Exchange, Purchase, or Mortgage under the Powers of this Act, or satisfy themselves as to the Title of any Lands, the Subject of any such Exchange or Purchase: Provided, that notwithstanding anything herein contained, the said Commissioners shall be at liberty (if they shall think fit) to require a Valuation to be made by any Surveyor to be selected or approved by them, and also a Plan to be furnished of the Lands, the

the Subject of any such Sale, Enfranchisement, Exchange, Purchase, or Mortgage; and all Costs and Expenses of and incidental to the obtaining such Consent shall be borne by the University or College applying for the same.

Form of Orders to be issued by Commissioners.

III. The several Orders to be issued by the said Commissioners pursuant to the foregoing Provisions, shall respectively be in the Form or to the Effect set forth in the Schedule to this Act, with such Variations only as Occasion may require.

Power to accept Surrenders from Lessees in consideration of annual Payments, and to sell and exchange to or with such Lessees.

IV. For facilitating such Transactions by way of Sale and Exchange between the University or College and their Lessees, it shall be lawful for the said Universities, and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, upon accepting the Surrender of the whole or any Part of the Lands comprised in any Lease for Years or for a Life or Lives, to covenant or agree to grant to the Person so surrendering during the Residue then unexpired of the Term, or so long as such Lease, but for such Surrender would have continued, such an annual Sum as may be agreed upon between such University or College and Lessee respectively; and it shall also be lawful for such University or College upon accepting such Surrender, and with such Consent and so evidenced as aforesaid, to contract with the Lessee or Person so surrendering for the Sale or Exchange to or with such Lessee or Person of the Lands comprised in the Surrender, such Lands being for the Purpose of such Sale or Exchange valued as if in the Possession of such University or College discharged of such Lease, and to convey the same in pursuance of such Contract accordingly.

Repeal of 19 & 20 Vict. c. 95, and of Sect 48 of 19 & 20 Vict. c. 88.

V. The Act passed in the Session of Parliament holden in the Nineteenth and Twentieth Years of the present Reign (Chapter Ninety-five), intituled *An Act to give to the University of* Oxford *and to Colleges in the said University, and to the College of* Saint Mary *of* Winchester *near* Winchester, *Power to sell and exchange Lands under certain Conditions;* also the Forty-eighth Section of the Act passed in the same Session (Chapter Eighty-eight), intituled *An Act to make further Provision for the good Government and Extension of the University of* Cambridge, *of the Colleges therein, and of the College of King* Henry *the Sixth, at* Eton, shall be and the same are hereby repealed; so, nevertheless, as not to prejudice or affect any Negotiations or Arrangements which shall have been entered upon or made under the Provisions of the said Act and Section, and which shall be actually pending at the Time of the passing of this Act, and which Negotiations or Arrangements the University or College shall, notwithstanding anything herein contained, be at liberty

liberty to complete under the said last-mentioned Provisions; but all Monies which shall become payable thereunder shall be paid and applied in manner herein-before particularly mentioned; and any Monies which at the Time of the passing of this Act shall be standing to any Account appointed by the Church Estates Commissioners by virtue of the said Act and Section, and any Stocks, Funds, or Securities in or upon which any such Monies shall have been invested, shall be paid and transferred to the like Account, as is herein-before directed in respect of the Monies to become payable under the Provisions of this Act.

Provisions as to Purchase of Lessees' Interests.

Power to purchase the Interests of Lessees in consideration of a gross Sum of Money or by an annual Charge.

VI. It shall be lawful for the said Universities and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, to purchase by Agreement from any Lessee holding under any Lease for Years or for a Life or Lives granted by such University or College, whereon a Rent less than Three Fourths of the clear yearly Value of such Lands shall have been reserved, the Term, Estate, and Interest of such Lessee in all or any of the Lands comprised in such Lease for such Consideration, either by Payment to such Lessee of a gross Sum of Money (to be provided or raised as hereafter mentioned), or by the Grant to such Lessee during the Residue then unexpired of the Term, or so long as such Lease but for such Purchase would have continued, such an annual Sum as may be agreed on between such University or College and Lessee respectively.

Apportionment of Rent in case of the Purchase of Part only of the Lands comprised in Lease.

VII. Upon the Purchase by such University or College of the Estate or Interest of any Lessee in a Part only of the Lands comprised in any Lease, it shall be lawful for the Steward, Chapter Clerk, Solicitor, or Agent of such University or College and such Lessee, by a Memorandum in Writing under their respective Hands, which may be indorsed on such Lease, to apportion the Rent reserved thereby, and declare what Part thereof shall continue payable thereunder; and thereupon such apportioned Part of the Rent shall be payable as if the same had been the Rent originally reserved in respect of the Lands not purchased; and where the Rent originally reserved was an ancient and accustomed Rent, the Part so continuing payable shall be deemed and taken to be the ancient and accustomed Rent for the Lands not purchased, and the Reservations, Covenants, and Agreements contained in such Lease, and the Powers and Authorities of such University or College, so far as the same shall be applicable to the Lands not purchased, shall remain in full Force as if such Purchase had not been made.

Consent of Sub-lessee with Covenant for Renewal.

VIII. If any Lands held under Lease from such University or College shall have been sublet, with a Covenant on the Part of the original Lessee to renew the Under-lease upon any Renewal of the original Lease, the Interest of the Lessee in such Lands shall not be purchased under this Act by such University or College, without the Consent in Writing of such Sub-lessee: Provided always, that such University or College shall not be prevented from making such Purchase, nor shall their Title to any such Lands be affected in respect of the Existence of any such Under-lease, unless such University or College shall have had Notice thereof in writing, but the Sub-lessee shall, in Cases where a Purchase shall have been made without such Notice, be entitled to recover such Damages for the Loss of the Benefit of such Covenant against the Party bound by the Covenant for the Loss to be sustained by him as he would be entitled to in respect of its Non-performance on a Renewal by the original Lessee.

Power to University or College with Consent of Copyhold Commissioners to raise Money by Mortgage, to be applied to such Purchases.

IX. In case there shall not be any Monies, Stocks, Funds, or Securities, belonging to such University or College, properly and conveniently applicable in or towards such last mentioned Purchase, it shall be lawful for such University or College, with the Consent of the said Copyhold Commissioners (such Consent to be evidenced by an Order to be issued under their Hands and Common Seal in the Form or to the Effect set forth in the said Schedule hereto) to raise such Sum or Sums of Money as shall be required for that Purpose, and be stated in such Order, together with all reasonable Costs and Expenses by Mortgage for a specified determinable Term of Years of all or any of the Lands comprised in any such Lease which shall be so purchased as aforesaid.

Leasing Powers.

Power to grant Leases for a Term not exceeding 21 Years at Rack-rent.

X. It shall be lawful for the said Universities and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, from Time to Time after the passing of this Act by Indenture sealed by such University or College with their Common Seal, to lease all or any of the Lands which now are or at any Time hereafter shall be either at Law or in Equity vested in such University or College (except as herein-after is mentioned), with the Appurtenances, for any Term or Number of Years, not exceeding Twenty-one Years, to take effect in possession and not in reversion or by way of future Interest, and at the best Rent that can be reasonably obtained for the same, so as there be not any Fine, Premium, or Foregift taken for the making thereof, and so as the Rent be made payable half-yearly or oftener, and so as sufficient

Power

Power of Entry be reserved for securing the Payment of the Rent and the Performance and Observance of the Lessee's Covenants therein, and so as the Lessee be not thereby made dispunishable for Waste, and so as the Lessee execute a Counterpart of the Lease; and every such Lease may be on such Terms and Conditions as such University or College may think reasonable.

Power to grant Building and Repairing Leases for a Term not exceeding 99 Years.

XI. It shall be lawful for the said Universities and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, from Time to Time after the passing of this Act, by Indenture sealed by such University or College with their Common Seal, to lease all or any of the Lands which now are or at any Time hereafter shall be either at Law or in Equity vested in such University or College (except as herein-after is mentioned), 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, to any Person or Persons who may be willing to improve or repair the present or any future Houses thereon, or any of them, or to erect other Houses and Buildings in lieu thereof or in addition thereto, or to erect any Houses or other Buildings on any Land whereon no Building shall be standing, or who shall be willing to annex any Part of the same Lands to Buildings erected or to be erected on the said Lands or any Part thereof, or otherwise to improve the said Premises or any Part thereof and with or without Liberty for the Lessee to take down any Buildings standing on the Lands in any such Lease to be comprised and to dispose of the Materials thereof to such Uses and for such Purposes as shall in such Lease be agreed upon, and 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 and for Accommodation Lands, Plantations, Gardens, Pleasure Grounds, Yards, or other Conveniences or Appendages, for the Use or Convenience of the Tenants or Occupiers of the said Houses or other Buildings, and also to set out and allot any Part or Parts of the Lands to be comprised in any such Lease, as and for Streets, Squares, or other similar Spaces of Ground, Roads, Avenues, Approaches, Courts, Ways, Passages, Sewers, Drains, Wells, Reservoirs, Yards, or otherwise, for the Use and Convenience of the Tenants or Occupiers for the Time being of the said Houses or Buildings, or of adjoining Houses or Buildings, or for the general Improvement thereof, or of any Part thereof; and also with or without Liberty for the Lessee to dig, take, and carry away, and dispose of such Earth, Clay, Sand, or Gravel as it shall be found convenient to remove for effecting any of the Purposes aforesaid; 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 there

there be reserved by every such Lease the best and most improved yearly Rent that can be reasonably obtained for the Premises comprised therein at the Time of the granting or making of such Lease, or the Contract for the same, 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 on the Determination thereof; and so as any 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 there shall be contained a Covenant on the Part of the Lessee to build, complete and 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 or rebuilt there shall be contained a Covenant on the Part of the Lessee substantially to rebuild or repair the same 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 and (subject to the Provisions in this Behalf hereafter contained) of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Lands therein comprised (except only the Tax (if any) for the Time being upon Property or Income in respect of the Rent reserved); and also a Covenant for keeping the Buildings erected and built, or to be erected and built, in repair during the Term thereby granted; and also a Covenant for keeping the Houses and Buildings (subject to the Provision in this Behalf hereafter contained) insured from 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, to be selected or approved from Time to Time by such University or College, and to lay out the Money to be received by virtue of such Insurance, and also all such other Sums as shall be necessary in rebuilding, repairing, and reinstating such Houses and Buildings as shall be destroyed or damaged by Fire; and also to surrender the Possession of, and leave in good Condition and Repair the Houses and Buildings erected and to be erected or rebuilt or repaired on the Premises therein comprised, 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 Power for such University or College, their Stewards, Surveyors, or Agents, to enter upon the Premises and inspect the Condition thereof, and also a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved for any Space not exceeding Forty Days, or for Nonperformance of any of the Covenants or Agreements on the Part of the Lessee therein contained; and also with or without a Proviso

that

that no Breach of any of the Covenants or Agreements to be therein contained (except the Covenant for Payment of the Rent and other such Covenants or Agreements (if any) as such University or College 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 have remained 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 any 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 every such Lease may also contain any other Covenants, Provisoes, Conditions, Restrictions, and Stipulations which shall appear reasonable to such University or College, and particularly any Provisions that where any such Lease is granted with Liberty to erect thereafter any House or Houses on the Land thereby demised in addition to the House in respect of which the original yearly Rent thereby reserved shall be payable, then in addition to such original yearly Rent to be so reserved as aforesaid, there shall also be reserved any such additional yearly Rent, to become payable only in the event of such additional House or Houses being thereafter built as shall be the best and most improved additional yearly Rent that can, at the Time of the making or granting of such Lease, or for the Contract for the same, and considering the Nature and Circumstances of the Case, be reasonably obtained, and shall be made payable half-yearly or oftener, from a Time not later than the Time when the respective additional House is fit for Habitation and Use, and shall continue payable during the Remainder of the Term granted by such Lease, and be incident to and go along with the Reversion immediately expectant on the Determination thereof; and also a Provision for apportioning the Rent to be reserved in and by any such Lease, and for exonerating any Part of the Lands to be comprised in any such Lease from the Payment of any specified Portion of the whole Rent to be thereby reserved, and so that the respective Lessees execute Counterparts of their respective Leases.

Power to enter into Contracts for granting Leases, and afterwards to grant Leases pursuant thereto.

XII. It shall be lawful for the said Universities, and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, by themselves, or by any Person or Persons acting on their Behalf, to enter into any Contract in Writing, either conditional or absolute, for making or granting any Lease authorized to be granted under the Provisions of this Act, and in any such Contract or Contracts (with the Consent of

the Contractor or Contractors) to reserve Power to rescind and vary the same, and to enter into fresh Contracts or not, as such University or College shall think fit, and by any 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 or her Executors, Administrators, or Assigns, or to his, her, 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 such University or College shall think the same expedient) to agree that the yearly Rent agreed to be reserved in any such Contract may be made to commence at any such Periods within Two Years 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 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, Rebuildings, or Repairs stipulated to be erected or made thereon, or on some Part thereof; 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, with Liberty nevertheless to make Provisions in the same Contract for the Payment of an additional yearly Rent or Rents, in the event of any House or Houses being thereafter built on the Land comprised in the same Contract, in addition to the House or Houses in respect of which such original yearly Rent was reserved or made payable, 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 have been 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 such University or College shall think reasonable to except: Provided also,

also, that there may be contained in every such Contract as aforesaid such further or other Agreements and Stipulations as to such University or College shall seem reasonable.

Variations in Terms between Leases and Contracts not to be material, and Contracts not to form Part of Title.

XIII. No Lease granted or to be granted under the Powers of this Act shall be invalid by reason of any Variation between any such Lease and any prior Contract for a Lease which may have preceded the granting of such Lease, but every Lease to be granted as aforesaid shall be valid and effectual, notwithstanding such Variation, and no Person taking such Lease or claiming under such Lease shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by anything contained in any such Contract, and the Contract or Contracts which shall have preceded such Lease shall not at Law or in Equity form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, or of his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract, provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted.

Power to Universities and Colleges to insure Buildings, &c., comprised in any Lease and to charge the Tenants with the Premiums.

XIV. It shall be lawful for the University and College, if they shall think fit, in any Lease to be granted under the Powers of this Act to cause to be omitted the Covenant on the Part of the Lessee, hereinbefore 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, and in lieu of such Covenant to insert or cause to be inserted in any such Lease a Covenant on the Part of such University or College 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 received by virtue of such Insurance in substantially rebuilding, repairing, and reinstating such Houses or Buildings as shall be destroyed or damaged by Fire, and to cause to be inserted in such Lease such Covenants, Stipulations, and Provisions for securing to such University or College the Repayment of the Sum or Sums of Money which shall be paid by them in effecting or keeping on foot any such Insurance as such University or College shall think fit.

Power to Universities and Colleges to dispose of Brick Earth, &c.

XV. From and after the passing of this Act it shall be lawful for the said Universities, and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, either by themselves or by any Person or Persons on their Behalf, to enter into such Contract or Contracts

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 Lands belonging to such University or College, and to grant to such Person, either by Indenture sealed with the Common Seal of such University or College, or by such other Ways or Means as may be deemed expedient, and for such Considerations as to such University or College 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 Contract or Contracts into effect: Provided always, that the Net Monies which shall be received by the University or College for or in respect of the Grant of such Liberty or Privilege as aforesaid, shall be applied and disposed of by such University or College, in the Manner herein-after directed, respecting the Net Rents, Tolls, Duties, Royalties, and Reservations which shall be received by such University or College for or in respect of any Lease to be granted under the Authority of the Twentieth Section of this Act.

Lessors may enter into Arrangements with Lessees as for lighting, paving, &c.

XVI. From and after the passing of this Act it shall be lawful for the said Universities, and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, at any Time or Times to make or enter into any Arrangement or Arrangements with the Lessees or Tenants of the Lands leased under the Authority of this Act, or any or either of them, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or otherwise for the general Improvement or more convenient Use and Enjoyment of such Lands, or any Part thereof, or the Roads, Streets, Ways, Approaches, Avenues, or Passages in or about the same, and for such Purposes or any or either of them, to give and grant or allow such Easements, Rights, Liberties, and Privileges in or over such Lands, or any Part thereof, to any Person or Persons whomsoever, as by such University or College shall be deemed expedient, and under and subject to such Provisoes, Conditions, and Restrictions as shall be deemed proper; and for carrying into effect any such Arrangement, to enter into and to insert or cause to be inserted in any Lease or Leases or Contract or Contracts for any Lease or Leases, to be made or entered into by virtue of this Act, such Covenants, Agreements, and Stipulations on the Part of such University or College, or the said Lessee or respective Lessees, his, her, or their Heirs, Executors, Administrators, and Assigns, as by such University or College shall be thought requisite or proper.

XVII. It

Universities and Colleges may enter into Arrangements with Lessees as to Payment of Land Tax and Tithe Rentcharges.

XVII. It shall be lawful for the said Universities, and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, if they shall think it expedient so to do, to enter into any Arrangement for the Payment by them of the Land Tax and Tithe Rentcharge, or either of them, for the Time being payable for or in respect of any of the Lands comprised in any Lease to be granted under the Authority of this Act, or any Part thereof, in exoneration therefrom of the respective Lessees or Tenants of such Lands, any or either of them, and to accept and reserve an additional or increased Rent or Rents in consideration thereof, and in any Lease or Leases, Contract or Contracts, to be made or entered into in pursuance of this Act to enter into or cause to be inserted such Covenants, Stipulations, and Agreements on the Part of such University or College, or the Lessee or Lessees, his, her, or their Heirs, Executors, Administrators, or Assigns, with respect to the Land Tax and Tithe Rentcharges, or either of them, to which the Lands thereby leased or agreed to be leased are or may be respectively liable, or any Part thereof, as upon a due Consideration of all Circumstances shall to such University or College seem advisable.

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

XVIII. It shall be lawful for the said Universities and any College therein respectively, and the College of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, to lay out and appropriate any Part or Parts of the Lands authorized to be leased on Building or Repairing Leases under the Provisions of this Act, as and for a Way or Ways, Streets, Squares, Approaches, Avenues, Roads, Courts, Passages, Sewers, Drains, Yards, Gardens, or Pleasure Grounds, or other Easements or Conveniences for the general Improvement of the said Lands, or for the Accommodation or Convenience 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 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 such University or College 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 such Privileges and other Easements in or over the said Lands or any Part thereof as such University or College shall deem reasonable or convenient.

Power to Lease running Water and Water-

XIX. It shall be lawful for the said Universities and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, from Time to

leaves, and Wayleaves, &c.

Time after the passing of this Act, under such Restrictions as are hereafter mentioned, by any Deed to be executed under their Common Seal to grant by way of Lease unto any Person or Persons whomsoever any Liberties, Licences, Powers, or Authorities to have, use, or take, either in common with or to the Exclusion of any other Person or Persons, all or any of the Water flowing or which shall or may flow or be made to flow in, through, upon, or over any Lands belonging to such University or College, or any Part or Parts thereof (except as herein-after is mentioned), and also all Wayleaves or Waterleaves, Canals, Watercourses, Tramroads, Railways, and other Ways, Paths, Passages, either subterraneous or over the Surface of any Lands, Yards, Wharfs, or other like Easements or Privileges in, upon, out of, or over any Part or Parts of the Lands belonging to such University or College (except as herein-after is mentioned) for any Term or Number of Years, not exceeding Sixty Years, to take effect in possession and not in reversion, or by way of future Interest, so as there be reserved on every such Grant by way of Lease as last aforesaid, payable half-yearly or oftener, during the Continuance of the Term thereby granted, the best yearly Rent or Rents, either in the shape of a stated or fixed Sum of Money, or by way of Toll or otherwise, that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof, (other than any Provision or Provisions which it may be deemed expedient to insert in any such Grant, rendering it obligatory on the Grantee or Lessee, or Grantees or Lessees, to repair or contribute to the Repair of any Roads or Ways, or to keep open or otherwise use in any specified Manner any Water or Watercourse to be comprised in or affected by any such Grant or Lease,) and so as there be contained in every such Grant by way of Lease as last aforesaid, a Condition or Power of Reentry or a Power to make void the same, in case the Rent thereby reserved or made payable, or any Part thereof, shall not be paid within some reasonable Time to be therein specified in that Behalf; and so as the respective Grantees or Lessees do execute Counterparts of the respective Grants or Leases; and generally that in and by any such Grant by way of Lease as last aforesaid, there shall or may be reserved and contained any other Reservations, Covenants, Agreements, or Stipulations whatsoever, not inconsistent with those hereby required to be reserved or contained, which it shall be deemed expedient to introduce therein.

Power to grant Mining Leases for a Term not exceeding Sixty Years.

XX. It shall be lawful for the said Universities and for any College therein respectively, and for the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, from Time to Time after the passing of this Act, by Indenture sealed with their Common Seal, to lease any Mines, Quarries, Minerals,

Minerals, and Substances in, under, or upon any Lands belonging to such University or College, either with or without any Messuages, Buildings, or Lands convenient to be held or occupied with the same respectively, and either with or without the Surface of any Lands in or under which the same or any Part thereof respectively shall lie, and whether the same have or have not been hitherto opened or worked, unto any Person or Persons for any Term or Number of Years not exceeding Sixty Years, to take effect in possession and not in reversion, or by way of future Interest, together with full Liberty, Power, and Authority to search, bore, dig, sink for, work, and raise the said Mines, Quarries, Minerals, and Substances, and to work any adjacent Mine by way of Outstroke or other underground Communication, and for those Purposes from Time to Time to do whatever shall be needful or requisite for, in, or about the winning, working, getting, cleansing, and smelting of the said Minerals and Substances and for the manufacturing and carrying away the same, or otherwise incident to Mining Operations, so as in every such Lease there be reserved and made payable during the Term thereby granted the best and most improved yearly or other Rent or Rents, whether certain or contingent, either in Money or in Tolls, Duties, Royalties, and Reservations, by the Acre, or by the Ton, or otherwise, as can under the Circumstances of the Case be reasonably obtained for the same, and so as such Lease be made without any Fine, Premium, or Foregift for the same, and so as in every such Lease there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Lands therein comprised; and also a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby respectively reserved for some reasonable Time to be therein specified, 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 such University or College shall think it reasonable to except), 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 the Purposes aforesaid, and so as the Lessee do execute a Counterpart of such Lease, and enter into such further or other Covenants and Agreements as such University or College granting such Lease shall deem expedient, due Regard being had in every Case to the Custom of the Country or District within which such Mines, Quarries, Minerals, or Substances are situate or found.

Application of Mineral Rents, &c.

XXI. All the net Rents, Tolls, Duties, Royalties, and Reservations which shall be received by the University or College, for or in respect

respect of any Lease to be granted under the Authority of the last foregoing Section, shall be applied and disposed of by such University or College in manner following; (that is to say,) One equal Third Part of such net Rents, Tolls, Duties, Royalties, and Reservations, shall be applicable and be applied by such University or College as Part of their ordinary Income, and the remaining Two equal Third Parts thereof shall be applicable and be applied by such University or College in or upon any of the Purposes following; (that is to say,) in the Purchase of Lands to be conveyed to the Use or for the Benefit of such University or College, or in the Erection of new Buildings, or in the Addition to and Enlargement of any existing Buildings, or in the Drainage, or other permanent and lasting Improvement of any Lands belonging to such University or College, or in the Purchase of any Wayleaves, or other Easements, in, over, or upon any Lands adjoining, or near to any such Lands; and, in the meantime, until such Two equal Third Parts shall be applied in or upon any of the Purposes aforesaid, the same shall be invested by such University or College in the Purchase of Government Stocks, Funds, or Securities, and the Interest, Dividends, and annual Proceeds thereof shall be received by such University or College, and be applicable as Part of their ordinary Income.

Powers to release, enter into new Contracts, and accept Surrenders of Leases, &c.

XXII. It shall be lawful for the said Universities and any College therein respectively, and the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, 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 Performance of all or any Part of the same Contract or Contracts respectively, and to enter into any new Contract or Contracts, according to the Provisions of this Act, with the same or any other Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Contract or Contracts, or the Part or Parts of the Contract or Contracts, in respect whereof such Release shall have been made, 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 comprised in any such Contract or Contracts, and of all or any Part of the Lands comprised in any Lease to be granted under any of the Powers herein-before contained, or which shall have been granted before the passing of this Act; and upon any such Surrender to grant, according to the Powers herein-before

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 other 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, or his or her Executors, Administrators, or Assigns, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to such University or College 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 University or College, if they shall think fit, to grant a new Lease or 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, at a Rent or several Rents equivalent to the Amount of the Rent which was reserved by the surrendered Lease in respect of the Entirety of the Lands so surrendered, and in making such new Lease or Leases, either again to subject the whole of the Lands so surrendered to a Rent equivalent to the whole Amount of the Rent which was payable for the same Lands under such surrendered Lease, or so to apportion the Amount of Rent which was payable under such surrendered Lease as that in the new Lease or Leases, so to be made as aforesaid, some specific Part or Parts only, and not the whole of such Lands, shall be subject to the whole or some specific Portion only of the Amount of Rent which was payable under such surrendered Lease, and so that if a Rent or Rents equivalent to the whole Amount of the Rent which was payable under such surrendered Lease, shall by any such new Lease or Leases be reserved or made payable in respect of a Part or Parts only of such Lands, such University or College may grant a Lease or Leases of the Residue of such Lands at the yearly Rent of a Peppercorn: Provided always, that a Certificate in Writing under the Hand of the Solicitor, Steward, Chapter Clerk, or Agent for the Time being of such University or College, that the entire Rent mentioned in the surrendered Lease has been duly reserved in pursuance of this Enactment, shall, as regards the Lessee or Lessees under such new Lease or Leases, and all Persons claiming under him or them, be sufficient and conclusive Evidence of such Reservation: Provided also, that when and as any such new Lease shall be granted under the Powers herein contained, of any Lands comprised in any such sur-

rendered Lease, the Lease so surrendered shall form no Part of the Title to such new Lease.

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

XXIII. If the University or College shall at any Time hereafter enter upon and resume or recover 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 such University or College, if they 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 such University or College, if they 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 or yearly Rents, which shall not be 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.

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

XXIV. If any Lease or Grant purporting to have been granted or made by virtue of this Act shall, by reason of any technical Error or Informality in exercising the Powers of this Act, be void or voidable, then and in every such Case it shall be lawful for the University or College, if they shall think fit, to confirm such Lease or Grant, or to make a new Lease or Grant of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions 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 or yearly Rents which shall be not less in Amount than the yearly Rent reserved by such void or voidable Lease.

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

XXV. A Memorandum in Writing under the Hand of the Steward, Chapter Clerk, Solicitor, or Agent of the University or College 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 conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

XXVI. Pro-

Particular Property not to be leased.

XXVI. Provided always, That this Act or anything herein contained, shall not authorize the granting of any Lease or the laying out or appropriating for the Purposes in this Act mentioned of any House, or Building or Lands forming Part of or attached to or locally situate within the Boundaries or Precincts of any College or of any Offices, Outbuildings, Yards, and Gardens to any such College adjoining or appertaining, and which may be necessary or convenient for actual Occupation by the Members of any such College or any of them, or the Grant or Lease of any Mines, Minerals, Quarries, Ways, Watercourses, or other Easements the Grant thereof may be prejudicial to the convenient Enjoyment of any such House or Building, or the Offices or Gardens thereto belonging.

Powers to raise Monies, with Consent of Copyhold Commissioners, by Mortgage for certain Purposes.

XXVII. It shall be lawful for the said Universities and any College therein respectively, and for the Colleges of *St. Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, from Time to Time and at any Time hereafter, with the Consent of the said Copyhold Commissioners (such Consent to be evidenced by an Order, to be issued under their Hands and Common Seal, in the Form or to the Effect set forth in the said Schedule hereto) to raise by Mortgage of any Lands belonging to such University or College, for any Term of Years (determinable as hereafter provided), such Sum or Sums of Money (together with all reasonable Costs and Expenses incidental to such raising and the Application thereof) as shall be certified by the Surveyor of the University or College to be properly required, and shall be authorized by the said Commissioners, with Interest thereon not exceeding the Rate to be specified in such Order, and to apply such Sum or Sums of Money for all or any of the Purposes following; (that is to say,) for or towards the Restoration and Improvement and (if need be) Enlargement of any House or Building forming Part of or connected with or otherwise belonging to such University or College, or for or towards the Erection of new or additional Houses or Buildings, or for the Extension and Improvement of any existing Houses or Buildings upon any Lands belonging to such University or College, or for the Drainage or other permanent and lasting Improvement of any Lands belonging to such University or College.

Provision for the Discharge of the Monies borrowed on Mortgages.

XXVIII. Where any Mortgage is made by any University or College, under either of the Powers herein-before contained for that Purpose, such University or College shall, out of the Rents and Profits of the Lands comprised in any such Mortgage, or out of the Funds and Revenues of such University or College, either repay the same Monies by the Grant of an Annuity, upon such Terms as shall be approved of by the said Commissioners, to the Lender or other Person to whom the

the same Monies shall be due, or shall keep down all the Interest of such Monies as the same shall become due, and annually thereafter reserve or raise out of the same Rents and Profits, or Funds and Revenues, and out of the Income arising from any such Sinking Fund as shall have been created under the Provisions following, One Thirtieth Part at least of the Amount of the Principal Debt, and apply the same to the Reduction thereof, either by direct Payment to the Lender or other Person to whom the same shall be due, if he shall consent or be under Engagements or otherwise required to receive the same, or by the Creation of a Sinking Fund for that Purpose in such Manner as shall be approved of by the said Commissioners, to the end that the whole of every such Principal Debt may be discharged, with the Mesne Interest thereof, out of the said Rents and Profits, or Funds and Revenues and Income, within or at the Expiration of the Period of Thirty Years from the borrowing thereof: Provided also, that in every such Mortgage there shall be contained a Proviso that when the whole of such Principal Debt, Interest, and Costs shall be discharged and satisfied in manner aforesaid, the Mortgage Term thereby created shall absolutely cease and determine: Provided always, that where any such Mortgage is made for raising Money for the Purchase of the Estate or Interest of a Lessee of Lands held under such University or College, Provision shall be made for applying by some of the Means aforesaid, so long as the Lease but for such Purchase would have continued (unless the Monies secured by such Mortgage be sooner discharged), towards the Interest and Discharge of the Principal Money, such yearly Sum as shall be certified by the said Copyhold Commissioners to be equal to the clear yearly Value of the Lands comprised in such Lease, after deducting the Rent reserved to the University or College, and making other usual and proper Landlords Deductions.

Act to extend to Lands held in trust, or for special Endowments.

XXIX. The Powers and Provisions of this Act in relation to any Lands vested in the said Universities and in any College therein respectively, and in the Colleges of *Saint Mary* of *Winchester* near *Winchester*, and of King *Henry* the Sixth at *Eton*, shall extend and be applicable not only to any Lands so vested as the Property or for the general Purposes of the University or College, but also to any Lands so vested which may be held upon any Trusts, or for any special Endowment or other Purpose connected with the University or College.

Act not to restrain existing Powers.

XXX. Nothing in this Act contained shall restrain the said Universities or any College therein respectively, or the Colleges of *Saint Mary* of *Winchester* near *Winchester*, or of King *Henry* the Sixth at *Eton*, from exercising any Powers of Sale, Enfranchisement, Exchange,

Exchange, Purchase, or borrowing Monies, or from granting any Leases or making any Grants, whether by way of Renewal or otherwise, which the said Universities or any such College as aforesaid might have exercised or granted under the Provisions of any Public or Private Act of Parliament, or under any other Authority, or in any other Manner whatsoever, in case this Act had not been passed: Provided, that upon any Exchange being effected under the Provisions of "The Acts for the Inclosure, Exchange, and Improvement of Land" it shall be lawful for the "Inclosure Commissioners for *England* and *Wales*" to authorize any Monies by way of Equality of Exchange to be received by any such University or College, and any Monies to be so received shall be paid into the Bank of *England* to the Account and in manner herein-before particularly mentioned, and until such Payment as aforesaid no Order of Exchange shall be finally confirmed by the said last-named Commissioners, and a Recital of such Payment in the Order of Exchange shall be conclusive Evidence thereof: Provided also, that notwithstanding the Provisions of the Act passed in the Eighteenth Year of the Reign of Her Majesty Queen *Elizabeth*, Chapter Six, it shall not be necessary to reserve or make payable in Corn any Part of the Rent to be reserved upon any Lease to be granted under the Powers of this Act.

Christ Church to be considered a College.

XXXI. For the Purposes of this Act the Cathedral or House of *Christ Church* in *Oxford* shall be considered to be to all Intents and Purposes a College of the University.

Interpretation of Terms.

XXXII. In the Construction of this Act (unless there be something in the Subject or Context repugnant thereto) the Word "Person" or the Word "Persons" shall include Corporations whether Aggregate or Sole authorized by Law to take and hold Lands; the Word "Lease" shall include Grant by Copy of Court Roll; the Word "Lands" shall include Tenements and Hereditaments, corporeal and incorporeal; and the Word "Lessee" shall include any Person or Body Corporate in whom any subsisting Lease or Grant, or the Term or Estate thereby granted in the whole or any Part of the Lands comprised in such Lease, is either by the original Grant or Demise, or by Assignment, Devise, or Operation of Law for the Time being vested.

Short Title.

XXXIII. It shall be sufficient for all Purposes to cite this Act as "The Universities and College Estates Act, 1858."

The SCHEDULE referred to in the foregoing Act.

Form of Order authorizing Sale or Enfranchisement or Exchange.

COPYHOLD COMMISSION.

In the Matter of "The Universities and College Estates Act, 1858." Exparte Oxford [*or*] University [*or* College in the University of].

WHEREAS a Statement has been submitted to the Copyhold Commissioners on behalf of the said University [*or* College] containing a Proposal for the Sale or Enfranchisement or Exchange [*as the Case may be*] of certain Lands, &c., belonging to the said University [*or* College] [*state shortly the Particulars of such Lands, &c., the Terms of such Enfranchisement, and the Consideration Money or Description of other Lands to be given in Exchange, with any other material Circumstances*]. Now the said Commissioners being of opinion, upon Consideration of the Circumstances, that the said proposed Sale, [*or* Enfranchisement, *or* Exchange,] will be advantageous and for the Interests of the said University [*or* College] and their Successors, do authorize the said University [*or* College] to carry such proposed Sale, [*or* Enfranchisement, *or* Exchange,] into effect upon the Terms above stated.

Witness their Hands and Common Seal, this Day of

Form of Order approving a Reinvestment in the Purchase of other Lands.

COPYHOLD COMMISSION.

In the Matter of "The Universities and College Estates Act, 1858." Exparte Oxford [*or*] University [*or* College in the University of].

WHEREAS there is now standing in the Books of the Governor and Company of the Bank of England to the Credit of the Account of the Copyhold Commissioners, Exparte [*here state the particular Account*], the Sum of £ [*insert Amount of Cash or Stock*], being

being Monies received from the Sale [or Enfranchisement, *or* for Equality of Exchange, *as the Case may be*] of certain Lands belonging to the said University [*or* College], by virtue of certain Orders heretofore issued by the said Commissioners under the Provisions of the said Act. And whereas it has been represented to the said Commissioners that the Purchase of certain Lands situate at consisting of [*state shortly the Particulars of such Lands, the Purchase Money, with any other material Circumstances*] is a fit and proper Purchase whereon to invest the said Sum of £ [*or the Sum of* £ , *part of the said aggregate Sum of* £]. Now the said Commissioners being of opinion, upon consideration of the above Circumstances, that the said proposed Purchase will be advantageous, and for the Interests of the said University [*or* College] and their Successors, do hereby approve of the same on the Terms above stated, and do direct that the same Purchase shall forthwith be completed by such University [*or* College], and that upon the Completion thereof the said Sum of £ , now standing to the Credit of the said Account of the said Commissioners as aforesaid, [*or* the said Sum of £ , to be paid or raised out of the said Sum of £ now standing to the Credit of the Account of the Commissioners as aforesaid,] shall be applied in Payment of the said Purchase Money.

Witness their Hands and Common Seal,
this Day of

Form of Order authorizing a Mortgage.

COPYHOLD COMMISSION.

In the Matter of "The Universities and College Estates Act, 1858." Exparte Oxford [*or*] University [*or* College in the University of].

WHEREAS a Statement has been submitted to the Copyhold Commissioners on behalf of the said University [*or* College], containing a Proposal for the raising of the Sum of £ by way of Mortgage of [*name the Lands proposed to be mortgaged, the Purposes for which the Sum is to be raised, with any other material Circumstances*]. Now the said Commissioners being of opinion, upon Consideration of the Circumstances, that the said proposed Sum of £ may be advantageously raised and applied in the Manner and for the Purposes aforesaid, do authorize the said University

University [*or* College] to raise the same Sum for the Purposes aforesaid by Mortgage of the said Lands, for any Term not exceeding Years, with Interest thereon in the meantime after the Rate of £ per Cent. per Annum, payable half-yearly during the Continuance of the said Loan, or [*as the Case may be*] by the Grant of an Annuity to be secured on such Lands in manner provided by the Twenty-seventh Section of this Act.

Witness their Hands and Common Seal,
this Day of

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