ANNO VICESIMO PRIMO & VICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap. 3.

An Act for confirming and giving Effect to an Agreement for a Lease by the *Westminster* Improvement Commissioners of Land in *Victoria Street* and *Tothill Street* in the City of *Westminster* to the *Westminster Palace* Hotel Company, Limited, and of which the Short Title is "*Westminster Palace* Hotel Company's Act, 1858." [23d *July* 1858.]

WHEREAS the *Westminster* Improvement Commissioners (in this Act called "the Commissioners") under the Powers and Provisions of the *Westminster* Improvement Acts of 1845, 1847, 1850, 1853, and 1855, or some of them, have entered into an Agreement with the *Westminster Palace* Hotel Company, Limited, (in this Act called "the Company,") for the granting by the Commissioners, and the accepting by the Company, of a Lease for Ninety-nine Years, at a yearly Rent of One thousand and fifty Pounds, of a Piece of Land in *Victoria Street* and *Tothill Street* in the City of *Westminster*, Part of the Estate of the Commissioners, in order to the building thereon by the

Company of an Hotel and Offices, and of an adjoining Piece of Land; and a Copy of the Agreement is given in the First Schedule to this Act annexed: And whereas it is alleged that the Land comprised in the Agreement or Parts thereof, and other Lands, Part of the Estate of the Commissioners, are comprised in or affected by the several Mortgages specified in the Second Schedule to this Act annexed: And whereas the several Judgments specified in the Third Schedule to this Act annexed have been obtained against the Commissioners, and registered in the Court of Common Pleas at *Westminster*, and it is alleged that they affect the Estate or Interest of the Commissioners in the Land comprised in the Agreement, or Parts thereof: And whereas on the Thirteenth Day of *June* One thousand eight hundred and fifty-five *Joseph Beaumont* and *George Tallentire Gibson*, as Plaintiffs, filed their Bill of Complaint in the High Court of Chancery against the Commissioners and *John Thomas* and Four other Persons as Defendants, and thereby prayed, among other things, that the Commissioners might be restrained, as therein expressed, from disposing of any Part of their Real Estates, but no Decree or Order has been made in that Suit, which is one of the Suits specified in the Fourth Schedule to this Act annexed: And whereas the several Suits against the Commissioners specified in the Fourth Schedule to this Act annexed are now pending in the High Court of Chancery, and those Suits, or the Decrees or Orders from Time to Time made therein, or some of them, do or may affect the Land comprised in the Agreement, or Parts thereof, or some Estate or Interest therein: And whereas it is alleged that divers Bonds issued by the Commissioners for securing large Sums of Money affect the Land comprised in the Agreement, or Parts thereof, or some Estate or Interest therein: And whereas there were not when the recited Agreement was entered into any Mortgages, Judgments, Suits, Decrees, or Orders which affected the Land comprised in the Agreement, other than those specified in the Second, Third, and Fourth Schedules to this Act respectively annexed, but those Incumbrances, and the Bonds or Claims made in respect thereof, prevent the Company from acquiring a good and marketable Title to the Land by such a Lease as the Commissioners have so agreed to grant: And whereas the Land comprised in the Agreement is at present void Land, producing no Income whatever to the Commissioners: And whereas the Commissioners are indebted to the Extent of Insolvency to the Mortgagees, Judgment Creditors, Bondholders, and others, who are together Creditors of the Commissioners for a large aggregate Amount: And whereas the Company and the Commissioners are desirous, and it would be greatly to the Benefit of the Creditors of the Commissioners, that the recited Agreement should be confirmed, subject to the Provisions of this Act, and should be carried into effect by a Lease, which would be unimpeachable by the Creditors of the Commissioners: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted;

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; (that is to say,)

Short Title.

I. This Act may for all Purposes be cited as "*Westminster Palace* Hotel Company's Act, 1858."

Recited Agreement (First Schedule) confirmed, and Lease to be granted and accepted accordingly.

II. The recited Agreement, of which a Copy is given in the First Schedule to this Act annexed, is by this Act confirmed, and may and shall be carried into effect according to the true Intent thereof, and the Commissioners under the Powers and Provisions of the *Westminster* Improvement Acts of 1845, 1847, 1850, 1853, and 1855, may and shall grant, and the Company under the Authority of this Act may and shall accept and execute, a Counterpart or Duplicate of the Lease provided for by the recited Agreement: Provided always, that the Rent to be reserved for the Land mentioned in the recited Agreement as "coloured Green" shall be the best Rent that under the Circumstances can be reasonably obtained.

Rent reserved by Lease to be incident to Reversion.

III. The Rent reserved by the Lease so granted by the Commissioners and accepted by the Company shall be incident to the Reversion immediately expectant, and to take effect on the Determination of the Term thereby granted.

Term granted by Lease to have Priority over all Mortgages, Judgments, &c. affecting Commissioners.

IV. The Term of Ninety-nine Years created by the Lease so granted by the Commissioners and accepted by the Company shall take effect as the First Term and Interest in the Land and Hereditaments comprised therein, and the Company and their Assigns may and shall hold and enjoy the same for that Term, subject to the Rent, Covenants, and Provisoes respectively reserved and contained in and by the Lease, but freed and discharged by this Act from all Mortgages, Judgments, Suits, Decrees, Orders, Incumbrances, Liabilities, Claims, and Demands whatsoever affecting the same Land and Hereditaments, or any Part thereof, or any Estate, Term, or Interest therein, or affecting the Commissioners or their Assigns in respect of the same.

Subject to Lease, those Mortgages, Judgments, &c. to be as valid as if Act not passed.

V. Provided always, That, subject and without Prejudice to the Lease so granted by the Commissioners and accepted by the Company, and to the Term, Interest, and Rights of the Company under and by virtue of the Lease, and except as by this Act is expressly enacted in favour of the Company, all those Mortgages, Judgments, Suits, Decrees, Orders, Incumbrances, Liabilities, Claims, and Demands shall be as valid and effectual, to all Intents and Purposes whatsoever, as if this Act were not passed.

VI. Pro-

Special Saving for Creditors of Commissioners.

VI. Provided always, That (subject and without Prejudice to the Term, Rights, Interests, Claims, and Demands whatsoever of the Company under this Act,) as between the Commissioners on the one hand, and all or any of the several Persons having, by reason of any Mortgages, Judgments, Bonds, Suits, Decrees, Orders, Incumbrances, and other Liabilities whatsoever, any Claims or Demands upon or against the Commissioners, or their Estates or Effects, or any Part thereof, on the other hand, and also as between any of the Persons having any such Claims or Demands on the one hand, and any other of such Persons on the other hand, this Act or anything therein shall not take away, lessen, alter the Priority of, or otherwise prejudice, and shall not give any new Force, Effect, or Validity to any such Mortgage, Judgment, Bond, Suit, Decree, Order, Incumbrance, Liability, Claim, or Demand, but (except only as is by this Act otherwise expressly enacted) the Commissioners and all such Persons shall respectively, so far as the Circumstances of the respective Cases admit, have and be entitled to such and the same or the like Rights, Remedies, Claims, and Demands with respect to or affecting the Rent reserved by the Lease or Part thereof as, in case this Act were not passed, they respectively would have and be entitled to with respect to or affecting the Lands comprised in the Lease or Part thereof.

Payment of Rent if claimed by adverse Parties.

VII. If at any Time Notice in Writing be given to the Company by or on behalf of any Person or Persons claiming to be interested in the Rent, or any Part thereof, requiring the Company not to pay the Rent, or any Part thereof, to any other Person or Persons claiming to be interested therein, and any Person to whom Payment is so required not to be made shall at any Time thereafter claim Payment from the Company of the Rent, or any Part thereof, then the Company shall not file a Bill of Interpleader for their Relief in that Behalf, but shall thenceforth pay the Rent into the Court of Chancery, or otherwise, as is provided by this Act.

Orders of Court for Payment of Rent.

VIII. In the event of such Notice being given and Claim being made, the Court from Time to Time under this Act, on Summons, Motion, Petition, or other Proceeding by the Company or the Claimants, or any of them, or any other Person interested, and in a summary Way, may order that the Company shall pay all or any Part or Parts of the Rent to any Person or Persons interested whom the Court think fit and appoint to receive the same, or to a Receiver appointed by the Court, and may make such other Orders with respect to the Payment or Receipt of the Rent, or any Part or Parts thereof, and also with respect to Costs, as the Court think fit; and the said Court in any such summary Proceeding as aforesaid may, in order to save Expense, decide any Equities affecting the Rent.

IX. In

Remedies for Part of the Rent.

IX. In the event of any Order being made under this Act by the Court for the Payment by the Company of any Part or Parts of the Rent to any Person or Persons interested, or to a Receiver, the Company while the Order is in force shall pay the same accordingly; and every Person and Receiver from Time to Time entitled under any such Order to the Receipt of any Part of the Rent shall have the like Powers, Rights, and Remedies, by Distress and Re-entry, for the Recovery of the Part thereof to be paid to him, as if he respectively were entitled to the Reversion immediately expectant on the Term granted by the Lease.

Remedies for the whole Rent.

X. In the event of any Order being made under this Act by the Court for the Payment by the Company of the whole of the Rent to any Person interested, or to a Receiver, the Company while the Order is in force shall pay the Rent to him accordingly; and while the Order is in force the demised Premises shall by this Act be vested in him for a Term of One Day immediately expectant on the Determination of the Term granted by the Lease, and he shall accordingly have all the Powers, Rights, and Remedies of the immediate Reversioner for recovering the Rent and enforcing Performance and Observance of the Covenants by the Company therein contained, and obtaining Damages for the Breach thereof, and otherwise.

Payment of Rent into Court.

XI. In the event of any such Notice being given and Claim being made, and unless and until the Court make any Order for the Payment of the Rent or any Part thereof in any other Manner, the Company shall pay the Rent, or such Part thereof as the Court do not order to be otherwise paid, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court, to be placed to the Credit of his Account there, "The *Westminster Palace* Hotel Rent Account," to abide the Orders of the Court.

Receipts for Rent to discharge Company.

XII. The Receipt in Writing of any Person, or of any Receiver from Time to Time appointed by the Court to receive the Rent, or any Part thereof, and the Certificate of the Accountant General of the Payment into the Bank, as provided by this Act, of the Rent, or any Part thereof, shall respectively be an effectual Discharge to the Company for so much of the Rent as is thereby acknowledged to be received or certified to be paid.

General Saving.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of

of the Land and Hereditaments to which this Act relates, or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

Persons herein named excepted from General Saving, and who are bound by this Act.

XIV. Provided always, That the following Persons are excepted out of the General Saving in this Act contained, and are accordingly the only Persons bound by this Act; to wit,

First, the *Westminster* Improvement Commissioners and their Assigns;

Secondly, the several Persons respectively named or referred to in the Second Schedule to this Act annexed as Mortgagees of the Commissioners, and their respective Heirs, Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter interested in any of the Principal Monies, Interest, and Costs secured by the several Mortgages respectively specified in that Schedule, or any of them;

Thirdly, the several Persons respectively named or referred to in the Third Schedule to this Act annexed as Judgment Creditors of the Commissioners, and all other Persons, if any, becoming Judgment Creditors of the Commissioners after the Seventeenth Day of *March* One thousand eight hundred and fifty-eight, and their respective Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter interested in any of the Principal Monies, Interest, and Costs secured by or recoverable by virtue of the several Judgments respectively specified in that Schedule, or any of them, or any Judgments against the Commissioners obtained after that Day;

Fourthly, the several Persons already or hereafter Parties to the several Suits in the High Court of Chancery respectively specified in the Fourth Schedule to this Act annexed, and their respective Executors, Administrators, and Assigns, and all other Persons, if any, already or hereafter entitled to any Benefit or Advantage of those Suits, or any of them, or of any Decrees, Orders, or other Proceedings already or hereafter made or taken therein respectively;

Fifthly, the several Persons already or hereafter entitled to Bonds issued by the Commissioners, or to Monies thereby secured, and their respective Executors, Administrators, and Assigns.

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

XV. This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHE-

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AGREEMENT FOR LEASE.

An Agreement entered into this Seventeenth Day of March One thousand eight hundred and fifty-eight between the Westminster Improvement Commissioners of the First Part, Alfred Lucette of George Yard, Lombard Street, in the City of London, Gentleman, of the Second Part, and the Westminster Palace Hotel Company, Limited, of the Third Part: Whereas the said Commissioners are entitled to the Pieces of Ground herein-after described, and coloured respectively Red and Green on the Plan hereto annexed, in Fee Simple, subject to the Liabilities created by certain Mortgages and Bonds and Judgment Debts thereon, and as to Houses in Tothill Street numbered respectively 38, 39, 40, 41, and 42, subject to an unexpired Term of Eleven Years and Three Quarters vested in the Governors of St. Margaret's Hospital: And whereas by the "Westminster Improvement Act, 1845," it was enacted, that when and as Conveyances by way of Sale or Exchange or Leases should be executed pursuant to that Act, the respective Persons and Corporations to whom the Lands described in such Conveyances respectively shall be conveyed or leased should be entitled to hold the same discharged from all Mortgages or other Charges previously made by the Commissioners, without the Mortgagees or Persons entitled to such Charges concurring in the Conveyance or Lease: And whereas the said Alfred Lucette has heretofore agreed with the said Commissioners for a Lease of the said Lands coloured Red for the Term of Ninety-nine Years, from the Twenty-fifth Day of March One thousand eight hundred and fifty-seven, at the Rent of One thousand and fifty Pounds, reducible as therein mentioned, and has also agreed with the said Commissioners for a Lease of the Land coloured Green, being the Site of the Nag's Head Public House, and the Space of Twenty Feet in Depth behind the Land so coloured Red as aforesaid, for a similar Term, for such Rent as shall be mutually agreed on, or in the event of Difference as shall be settled by Arbitration: And whereas the said Company, being desirous of taking a Lease from the said Commissioners of the Hereditaments and Premises herein-after particularly mentioned, the said Commissioners have agreed, with the Concurrence of the said Alfred Lucette, to grant such Lease: And whereas Doubts have arisen as to the Power of the said Commissioners to grant such Lease as aforesaid, and accordingly for the Purpose

of

of removing any Doubts thereon the said Company are about to introduce into Parliament a Bill to enable the said Commissioners to grant such Lease to the said Company as aforesaid; and it has been agreed between the said Commissioners and the said Company that in the event of the said Bill passing into a Law a Lease should be granted of the said Hereditaments and Premises upon the Terms herein-after particularly mentioned: Now, therefore, the said Commissioners, with the Concurrence of the said Alfred Lucette, agree to let unto the said Company, and the said Company agree to take, all that Piece of Ground on the North Side of Victoria Street, in the Parish of Saint Margaret, in the City of Westminster, forming Part of the North Side of the said Street, extending Westward from the Broad Sanctuary to Houses under Lease to Mr. Thomas Banks, exclusive of any Part of the Party Wall there of Three hundred and eighteen Feet and Six Inches, which said Piece of Ground is more particularly delineated in the Plan drawn on the Back of this Agreement, and therein coloured Red; and also all that Piece or Parcel of Land situated in the Rear of the last-mentioned Piece of Ground, Twenty Feet in Depth, and coloured Green on the said Plan, upon the Terms herein-after mentioned; (that is to say,)

1. The Term to be Ninety-nine Years from Lady Day One thousand eight hundred and fifty-eight:
2. The Ground Rent for the Land coloured Red to be One thousand and fifty Pounds per Annum, and for that coloured Green to be such Sum as shall be agreed upon between the said Company and the said Commissioners, or as, in case of Dispute, shall be settled by Arbitration, payable quarterly, free from Land Tax, Sewers Rate, and all other Rates and Taxes:
3. The Land to be held at a Peppercorn Rent for One Year commencing from Lady Day One thousand eight hundred and fifty-eight:
4. The Plan and Elevation of the Buildings to be erected by the said Company to be approved by Mr. Ashton, the Architect of the Commissioners, or, in the event of Difference, by Sir Charles Barry:
5. The Title of the Commissioners to grant the Lease shall not be required except at the Expense of the said Company:
6. The Lease not to be granted unless the said Building shall be erected, built, and covered in all respects to the Satisfaction of Mr. Ashton, or Sir Charles Barry as Referee, on or before the Twenty-fifth Day of June One thousand eight hundred and sixty:
7. The Lease and Counterpart shall be prepared by the Solicitor to the Commissioners, and the Lessees shall pay the usual Charges for the same, and such Lease shall be similar in Form to a Draft Form of Lease already produced to the said Lessees, and shall contain a Covenant to complete and finish the said Building by the Twenty-fifth Day of June One thousand eight hundred and sixty-one,

one, and also Covenants not to build upon the Surface of the Twenty Feet of the Remainder of the Ground coloured Green in the Rear of the proposed Hotel as aforesaid during the Continuance of the Lease, and to leave an Opening or Communication not less than Ten Feet wide from such vacant Ground into Tothill Street over Part of the Site of the Nag's Head Public House, so as to make a through Communication from Tothill Street to New Tothill Street:

8. The Groundrent of One thousand and fifty Pounds not to be abated by reason of any Compensation to be paid to the Owners of Land in Tothill Street under the Sixty-eighth Section of "The Lands Clauses Consolidation Act, 1845," by reason of their Lands being injuriously affected by the Erection of the said Building:

9. In respect of the said Five Houses in Tothill Street, in case the said Company shall pay the Purchase Money thereof, which they are at liberty to do in case they shall elect to purchase the same under the Decree of the Court of Chancery, or in respect of any outstanding Interest in the said Nag's Head Public House remaining to be purchased, or which they may purchase with the Concurrence of the Commissioners, they shall be allowed as an Abatement from the said Groundrent a Sum per Annum equal in Amount to Five per Cent. upon the Amount of such Purchase Money:

10. That should the said Commissioners at any Time hereafter become possessed of the Ground in Tothill Street coloured Black upon the Plan hereunto annexed, the same shall be forthwith cleared by them; and that Portion of the same which will immediately abut upon the Opening to be made by the Company into Tothill Street, as herein-before provided, shall be kept vacant to a Depth of Ten Feet at the least, so as to maintain a Communication or Opening of an uniform Depth of not less than Twenty Feet throughout the whole Rear of the Ground so coloured Red as aforesaid, the Object of this Clause being to secure a continuous open Space and Communication from Tothill Street to New Tothill Street, in order to carry out the Plan originally laid down by Mr. Ashton:

11. That in case the said Bill so introduced by the Company as aforesaid shall not pass into a Law on or before the Twenty-ninth Day of September next, this Agreement, and all the Clauses and Stipulations herein contained, shall be absolutely null and void:

12. That the Costs, Charges, and Expenses of and incidental to this Agreement shall be borne and paid by the said Company.

JAMES BURCHELL, Jr.

THE SECOND SCHEDULE.

MORTGAGES.

Date of Mortgage.	Names of Mortgagees.	Principal Sums intended to be secured.
		£
17th April 1850 -	Robert Maitland Savill - - - } Henry Plumptre Gipps - - - } Thomas Pym Bridges - - - }	6,000
17th April 1850 -	John Bridges - - - - } Edward Russell Ingram - - }	12,580
10th January 1851 -	Arthur Kett Barclay - - - } Algernon Perkins - - - } Charles James Bevan - - - }	1,500
2nd February 1852 -	The Honourable William Bernard de Blaquiere - - - - - }	10,000
2nd February 1852 -	Frederick Tryon - - - -	10,000
2nd February 1852 -	James Rhodes - - - - } William Cory - - - - } James Andrew Durham - - } John William Burmester - - }	5,000
26th May 1852 -	John Thomas - - - - } Lancelot Llewellhyn Haslope - }	To secure the Bondholders.
26th May 1853 -	Edward Backhouse - - - } William Backhouse - - - } John Church Backhouse - - } Edmund Backhouse - - - } Alfred Backhouse - - - }	30,000
26th May 1853 -	Edward Thomas Bainbridge - } Henry Bainbridge - - - } William Newton - - - } Charles Henry Latouche - - }	12,500
23rd December 1854 -	William Backhouse - - - } John Church Backhouse - - } Edmund Backhouse - - - } Alfred Backhouse - - - }	15,000

JAMES BURCHELL, Jr.

THE

THE THIRD SCHEDULE.

JUDGMENTS.

Date on which Judgment was registered.	Name of Creditor.	Amount of Debt, Damages, and Costs.
		£ s. d.
3rd October 1854 -	James Viscount Lifford - - -	17,003 0 0
24th January 1855 -	Vincent Frederick Kennett - -	9,000 0 0
25th January 1855 -	William Pierre Lucas, Matthew Stanner, and Joseph Burton - - Executors of Ann Stanner, deceased -	122 6 6
25th January 1855 -	Same - - - - - -	534 13 0
26th January 1855 -	Andrew Mann, Robert Mann, Margaret Mann, and George Drew -	974 15 4
30th January 1855 -	Alexander Hatfeild - - -	1,093 6 0
1st February 1855 -	William Bradshaw - - -	3,094 1 3
1st February 1855 -	William Thompson - - -	1,034 1 0
2nd February 1855 -	Charles Cooper - - - -	1,551 16 6
3rd February 1855 -	Joseph Rutter, Daniel Rutter, and Charles Rutter - - -	1,040 0 10
3rd February 1855 -	Same - - - -	4,127 10 6
8th February 1855 -	Charles Hunter - - -	2,061 14 8
8th February 1855 -	Vincent Frederick Kennett -	6,692 19 8
13th March 1855 -	Henry Pownall and others - -	328 2 0
17th April 1855 -	Thomas Barnewall, Jonathan Hopkinson, and Edward Oxenford - -	35,757 15 4
17th November 1855	The National Society for promoting the Education of the Poor in the Principles of the Established Church throughout England and Wales -	2,286 5 0
25th January 1856 -	Daniel Cullington the younger - -	197 13 0
15th August 1856 -	George Tayler - - -	106 4 0
23rd March 1857 -	George Harris - - -	2,271 15 0
23rd March 1857 -	Isabella Andrew - - -	1,137 11 0

JAMES BURCHELL, Jr.

THE

THE FOURTH SCHEDULE.

SUITS IN THE HIGH COURT OF CHANCERY.

Date of Registration of Bill, &c.	Names of Plaintiffs.
6th January 1855 -	John Lettsom Elliot.
27th February 1855 -	George Ray and George Ray the younger.
10th May 1855 -	In the Matter of the Trustees of the Will of Ralph Wilcoxon, deceased.
19th June 1855 - -	Joseph Beaumont and George Tallentire Gibson.
16th July 1853 - -	John Lettsom Elliot.
20th August 1855 -	The Governors of the Grey Coat Hospital.
20th August 1855 -	The Governors of the Hospital of St. Margaret's.
18th December 1855 -	Peter Rigby Wason.
26th January 1856 -	The Governors of the Grey Coat Hospital.
26th January 1856 -	The Governors of the Hospital of St. Margaret's.
17th March 1856 -	Joseph Beaumont and George Tallentire Gibson.
10th December 1856 -	In the Matter of the Trustees of the Will of Ralph Wilcoxon, deceased.
21st July 1857 - -	Francis Nash and John Owen Hart (since deceased).
31st July 1857 - -	Peter Rigby Wason.
15th August 1857 -	The Governors of the Grey Coat Hospital.
15th August 1857 -	The Governors of the Hospital of St. Margaret's.

JAMES BURCHELL, Jr.

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