



ANNO DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 1.

An Act to enable the Master, Fellows, and Scholars of Lady *Frances Sidney Sussex* College in the University of *Cambridge* to lease on long Leases and otherwise improve their Estate situate at *Clee* in the County of *Lincoln*; and for other Purposes. [14th *June* 1853.]

WHEREAS the Master, Fellows, and Scholars of Lady *Frances Sidney Sussex* College in the University of *Cambridge* are or claim to be Owners in Fee of a Freehold Estate consisting of Farmhouses, Homesteads, Dwelling Houses, Shops, Lands, and Hereditaments situate and being in the several Townships, Hamlets, or Places of *Clee*, *Cleethorpe*, *Thrunscoc*, *Itterby*, and *Oole*, all in the Parish of *Clee* in the County of *Lincoln*, and which are particularized or mentioned in the Schedule hereto: And whereas the Parish of *Clee*, in which the said Estate lies, is situate on the River *Humber* near to the *German Ocean*, and the Township of *Cleethorpe* in the said Parish has long been a Bathing Place of considerable Resort, and the said Estate also adjoins or is near to the

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Borough and Port of *Great Grimsby* in the County of *Lincoln*, between which Borough and Port and the Western, Midland, and Southern Counties of *England* direct and convenient Communication has been established by means of various Railways, and in which Port a new Dock of great Capability has been constructed under the Authority of an Act of Parliament, and the said Port is rapidly rising into a Place of considerable commercial Importance: And whereas the said Estate commences within a few Hundred Yards of the Works of the said Dock, and extends on both Sides of the High Road from that Point for a Distance of One Mile and a Half or thereabouts through the Township of *Cleethorpe*, and is continued through the Village of *Clee* and the Hamlet of *Thrunscoc*, and is intersected by good public Highways, on which it chiefly abuts: And whereas since the opening of the said Railway Communication with the said Borough and Port of *Great Grimsby* there has been a great Increase in the Number of Visitors to the said Township of *Cleethorpe* and the Neighbourhood in the Summer Season, whereby a Demand for increased Accommodation and for Land in the said Parish of *Clee* for Building Purposes has arisen, and the Proximity of the said Estate to *Great Grimsby* has also contributed to render the said Estate eligible for the Purposes of building, and of forming Brickyards and Accommodation Grounds thereon; and the said Estate might be advantageously used for those Purposes, and otherwise improved, and the Value thereof thereby greatly increased; and it is expedient that for the Purposes aforesaid the said Master, Fellows, and Scholars should be invested with proper and sufficient Powers for the letting, Management, and Improvement of the said Estate; but the same cannot be accomplished without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the Master, Fellows, and Scholars of *Lady Frances Sidney Sussex College* in the University of *Cambridge*, do most humbly beseech Your Majesty that it be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in the present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Sidney Sussex College Estate Act, 1853.*"

Interpretation of Terms.

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

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

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The Expression "the said Master, Fellows, and Scholars" shall mean the said Master, Fellows, and Scholars of *Lady Frances Sidney Sussex* College in the University of *Cambridge*, and their Successors :

The Expression "the said Estate" shall mean the Lands, Tenements, and Hereditaments in the Parish of *Clee* in the County of *Lincoln* of which the said Master, Fellows, and Scholars are or claim to be Owners, and which are particularized or mentioned in the Schedule hereto :

The Expression "Building Purposes" shall include the several Purposes of building, rebuilding, repairing, or otherwise improving for which Leases are by this Act authorized to be made ; and the Expression "Building" shall include Dwelling Houses, Shops, Manufactories, Warehouses, Places of Worship, and other Buildings.

III. That the said Master, Fellows, and Scholars may from Time to Time appropriate such Parts as they may think proper of the said Estate for Building Purposes, and in order thereto may embank, drain, fence, plant, and otherwise improve the same, and may lay out any Parts thereof as and for Squares, Circuses, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Approaches, Courts, Passages, Embankments, Sewers, Drains, and Watercourses, and other Conveniences, for the general Benefit of the Property, or for the Accommodation of any of the Tenants or Occupiers, and any other Parts thereof as Lots for building on, or in such other Manner in all respects as they may deem advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and improve such Improvements, Squares, Circuses, Crescents, open Spaces, Streets, Roads, Ways, Avenues, Approaches, Courts, Passages, Embankments, Sewers, Drains, Watercourses, and Conveniences respectively.

Power to appropriate, improve, and lay out Lands for Building Purposes.

IV. That the said Master, Fellows, and Scholars may at any Time or at several Times appropriate gratuitously such Part or Parts as they may think proper of the said Estate for all or any of the following Purposes ; namely, for the Sites of Churches and Churchyards, but not exceeding for that Purpose in any One Case One Acre ; and for the Sites and Curtilages of Parsonage Houses, but not exceeding for that Purpose in any One Case Two Acres ; and may convey by way of free Gift the Land so at any Time or Times appropriated to such Persons and upon such Trusts for securing the continued Appropriation thereof accordingly as they may think proper.

Power to appropriate Land for Churches, Parsonage Houses, and Schools.

V. That the said Master, Fellows, and Scholars may at any Time or at several Times, with the Consent of the Bishop of *Lincoln* for the Time being under his Hand and Seal, and under and subject to the Provisions

Power to build and endow any Church or Churches.

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visions of any Act or Acts of Parliament for the Time being in force in *England* relative to the building and Endowment of Churches, or to the Spiritual Care of Parishes, build and endow or contribute towards the building and Endowment of any Church or Churches on the said Estate, and assign or concur in assigning a District or Districts for Ecclesiastical Purposes to such Church or Churches respectively, for the Purpose of forming a Benefice or Benefices on the said Estate; and that the perpetual Right of Presentation to any such Benefice or Benefices, when endowed to the Satisfaction of the said Bishop (to be testified as aforesaid), shall be vested in the said Master, Fellows, and Scholars.

Power to
lease for
Building
Purposes.

VI. That the said Master, Fellows, and Scholars may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the said Estate to any Persons willing substantially to improve or repair any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the said Estate not for the Time being built on, or willing to annex any Part of the said Estate for Gardens, Yards, Courts, Pleasure Grounds, Plantations, or other Conveniences to any Building or Construction on any adjoining Lands, or to be used with any adjoining Lands, or to dig, get, and use or carry away any Earth, Clay, Loam, Sand, or Gravel, or to form, maintain, and use any Brickyard or Brickyards or other Conveniences for the Purpose of manufacturing Clay or other Soils or Substances to be found in the said Estate into Bricks, Tiles, or other Building Materials, or otherwise to improve the said Estate or any Part thereof, and subject to such Arrangement (if any) by way of Reservation of an increased Rent or otherwise as the said Master, Fellows, and Scholars may think proper to make for or with reference to the Payment by them in exoneration of the Lessees of the Tithe Rentcharge payable in respect of the Lands leased.

Such Let-
tings may
be by Public
Auction or
Private Con-
tract.

VII. That every Letting from Time to Time for Building Purposes may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as the said Master, Fellows, and Scholars may think advantageous.

Terms of
Leases for
Building
Purposes.

VIII. That the several Leases for Building Purposes, or any other of the Purposes above mentioned, may respectively be made for any Terms of Years absolute, not exceeding Ninety-nine Years, in possession and not in reversion, and in consideration of the best yearly Rents to be incident to the Reversion that can be reasonably obtained for the same.

IX. That

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IX. That the first Payment of any yearly Rent reserved in any Lease for Building Purposes may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the said Master, Fellows, and Scholars (having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case,) may think reasonable, but so that (except as regards the yearly Rent reserved in any Lease of any Lands now overflowed by the Tide) the full yearly Rent to be made payable on a Day not later than Five Years from the Day of the Date of the Lease.

Rents may increase periodically.

X. That (without Prejudice to the Provisions of this Act with respect to Twenty Shilling Rents) the Considerations for Leases for Building Purposes, or any other of the above-mentioned Purposes, shall be the best and most beneficial yearly Rents which can at the Time of the making or granting of the respective Leases or the Contracts for the same respectively, and considering the Nature and Circumstances of the respective Cases, be reasonably had for the same, and the yearly Rents shall be made payable half-yearly or more often.

Considerations for Leases to be the best that can be had.

XI. That the said Master, Fellows, and Scholars may from Time to Time, if and as they may think advantageous, grant to the respective Lessees, for Building Purposes, or any other of the above-mentioned Purposes, their Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; to wit,

Power to grant certain Liberties herein mentioned to Lessees for Building Purposes.

1. Liberty to take down or remove all or any Part of the Buildings or Constructions on the Lands sold or leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on:
2. Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Markets, Squares, Circuses, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Approaches, Courts, Passages, Embankments, Wharves, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise, for the Use and Convenience of the Occupiers of the Lands, or for the general Improvement of the Property:
3. Liberty to make, lay, or use, in or under any Part not then already leased of the said Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the said Estate will authorize) any Part then already leased of the said Estate, any Sewers, Drains, Pipes, Conduits, Arches, Cellars,

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Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

4. Liberty to dig, take, and carry away, unmanufactured, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient, for effectuating any of the Purposes of the Lease, to remove :
5. Liberty to dig, get, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving those Lands, and also to sell the same Substances, or the Bricks, Tiles, and other Materials manufactured therewith :
6. Liberty to fell, lop, or cut, and to carry away and use, any Timber and other Trees, Shrubs, and Plants on the Lands leased :
7. Liberty to alter and reconstruct all or any Part of any Building or Construction comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the said Master, Fellows, and Scholars, or of their Surveyors or Agents :
8. Easements of Ways, Waters, Drainage, Lights, and other Easements over, in, through, under, and affecting any Part not then already leased of the said Estate, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the said Estate will authorize) any Part then already leased of the said Estate :
9. Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes the said Master, Fellows, and Scholars may think reasonable.

Reservations which may be made in Leases for Building Purposes.

XII. That the said Master, Fellows, and Scholars may from Time to Time, if and as they may think advantageous, make in the Leases for Building Purposes or any other of the above-mentioned Purposes all or any of the following Reservations ; (to wit,)

1. Reservations of Rights and Powers for the said Master, Fellows, and Scholars, and the Owners, Lessees, and Occupiers, from Time to Time, of any other Parts of the said Estate, or of any of those Parties respectively, from Time to Time to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :
2. Reservations of Rights and Powers for the said Master, Fellows, and Scholars, and the Owners from Time to Time of any other Parts

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Parts of the said Estate, or any of those Parties respectively, to grant to the Lessees of any other Parts of the said Estate any Easements of Ways, Waters, Drainage, Lights, and other Easements over, in, through, under, and affecting the Lands leased :

3. Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as the said Master, Fellows, and Scholars may think fit to reserve :
4. Any other Reservations used or proper in Leases for like Purposes, or which the said Master, Fellows, and Scholars may think reasonable.

XIII. That the Leases for Building Purposes may, as the said Master, Fellows, and Scholars may think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting, and embellishing of any Squares, Circuses, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Approaches, Courts, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, under, or over any Parts of the said Estate, and either with or without Covenants or Stipulations by or on the Part of the said Master, Fellows, and Scholars as to the Mode in which any Part of the said Estate shall be laid out, built upon, used, or improved.

Covenants in Leases for Building Purposes as to Repairs and laying out Lands, &c.

XIV. That there shall be contained in the Leases for Building Purposes the following Covenants by the respective Lessees ; to wit,

Covenants to build, &c. to be contained in Leases for Building Purposes.

1. In every Lease for the Purpose of having any Building or Construction made, a Covenant to make and finish, within a Time therein for that Purpose specified, and to keep in repair during the Term, the Building or Construction agreed to be made :
2. In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term, the Building or Construction agreed to be improved, repaired, or rebuilt ;
3. In every Lease for any other Improvement, a Covenant to make such Improvement within a Time for that Purpose therein specified.

XV. That there shall be contained in the several Leases for building and other the above-mentioned Purposes the following

Covenants to pay Rent, &c. to be contained in

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Covenants contained in

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Leases for
Building
Purposes.

Covenants (so far as the same may be applicable) by the respective Lessees; (to wit,)

1. A Covenant for the Payment of the yearly Rent :
2. A Covenant for Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever, (except only Landlords Property Tax or Income Tax, and except also Tithe Rentcharge, if the Lessors shall arrange to pay the same,) affecting or to affect the Lands leased :
3. A Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some Fire Insurance Office from Time to Time approved by the said Master, Fellows, and Scholars :
4. A Covenant to lay out the Money received by virtue of such Insurance, and such other Money as may be requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire :
5. A Covenant to yield up, on the Expiration or other sooner Determination of the Term of the Lessee, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon, in good Repair and Condition :
6. Any other Covenants usual or proper in Leases for like Purposes, or which the said Master, Fellows, and Scholars may think reasonable.

Powers and
Provisions to
be contained
in Leases for
Building
Purposes.

XVI. That there shall be contained in the Leases for Building Purposes, or any other of the above-mentioned Purposes, Powers, Conditions, Covenants, or Provisoes for the following Purposes (so far as the same may be applicable); to wit,

1. For the said Master, Fellows, and Scholars, or their respective Surveyors or Agents, to enter, at least twice in every Year, upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon :
2. For the said Master, Fellows, and Scholars to re-enter and receive Rents and Profits, or to re-enter absolutely, for Non-payment of the yearly Rent reserved, or for Breach of any of the Covenants by the Lessee, or of any One or more, in that Behalf agreed on and in the Lease specified, of those Covenants :

And there may be contained,

3. A Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except,) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein

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therein remain for Three Months after the assessing of such Damages unpaid :

4. Powers or Provisions that in case of Breach of any Covenant by the Lessee to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the said Master, Fellows, and Scholars may insure, rebuild, repair, or reinstate such Buildings or Constructions according to the Term of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee, or his Representatives :
5. Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which the said Master, Fellows, and Scholars may think reasonable.

XVII. That the said Master, Fellows, and Scholars, from Time to Time, if they shall think fit, may confirm any Lease, or general or other Deed, purporting to have been made under this Act, in any Case in which for some technical Error or Informality in making or executing it such Deed is thought void or voidable, and may make in lieu of any Lease thought void or voidable a Lease in accordance with this Act, but only for the same or the like Term or Interest, or (as the Case may be) the then Residue thereof, and at the same or the like yearly Rent, and with and under the same or the like Reservations, Covenants, Powers, and Provisions as were, or were intended to be, respectively granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

Power to confirm void or voidable Leases.

XVIII. Provided always, That any Fine, Premium, or Foregift shall not be taken for making any such Confirmation of a Lease thought void or voidable.

Fines not to be taken for such Confirmations.

XIX. Provided always, That any Part of the said Estate leased under this Act in consideration wholly or in part of a Surrender thereof shall not be so leased except for the best yearly Rent that can be reasonably obtained for the same.

Rent to be reserved by new Leases on Surrenders.

XX. That a Counterpart of every Lease for Building Purposes shall be executed by the Lessee, and be delivered to the said Master, Fellows, and Scholars.

Counterparts to be executed.

XXI. That the said Master, Fellows, and Scholars may from Time to Time enter into Contracts in Writing for leasing for Building Purposes, or any other of the above-mentioned Purposes, according to the Provisions of this Act, any Part of the said Estate ;
and

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and such Contracts respectively may contain all or any of the following Agreements (so far as the same may be applicable); to wit,

1. An Agreement that when and as any of the Improvements on the Land agreed to be leased are duly made, according to the Contract, that Land or any Part thereof shall be by the said Master, Fellows, and Scholars leased, according to the Contract, to the Person contracting to take the same, his Executors, Administrators, or Assigns, (such Assigns to be approved by the said Master, Fellows, and Scholars,) and in such Parcels and under such Portions of the yearly Rent as are specified in the Contract, or if not so specified as shall be by them thought proper, but so that if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land comprised in the Lease when fit for Habitation or Use :
2. An Agreement that the full yearly Rent specified in the Contract (less any Twenty Shilling Rents) may be reserved in the Leases to be made of a given Quantity, in the Contract specified, (such given Quantity being, when improved, of a clear yearly Rackrent Value of not less than Six Times the Amount of such reserved yearly Rent,) of the Land comprised in the Contract, and that the Residue of such Land shall be leased at a Rent of Twenty Shillings, or several Rents each of Twenty Shillings, when the full yearly Rent specified in the Contract, less any Twenty Shilling Rents, is so reserved :
3. An Agreement (in any Case where the full yearly Rent (less any Twenty Shilling Rents) is not by the Contract to be reserved for a given Quantity of Land therein specified) that when the full yearly Rent to be reserved, less any Twenty Shilling Rents, is reserved by the Leases of a competent Part (to be determined by a Surveyor or by a Referee, or otherwise, such Part being, when improved, of a clear yearly Rackrent Value of not less than Six Times the Amount of such reserved yearly Rent,) of such Land, the Residue of such Land shall be leased at a Rent of Twenty Shillings, or several Rents each of Twenty Shillings :
4. An Agreement that the full yearly Rent specified in the Contract may be either by a Surveyor or by a Referee or otherwise appropriated to a Part or apportioned between Parts of the Land therein comprised :
5. An Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such

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such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the said Master, Fellows, and Scholars, having regard to the Quantity of the Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable; but so that the full yearly Rent be made payable on a Day not later than Seven Years after the Day of the Date of the Contract :

6. An Agreement that, when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :
7. An Agreement that the Person with whom the Contract is made may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees for Building Purposes.

XXII. That in every such Contract for Building or any other of the above-mentioned Purposes shall be contained Clauses or Conditions to the following Effect (so far as the same may be applicable); to wit,

Contracts for building, &c. to contain Clauses or Conditions herein mentioned.

1. That the said Master, Fellows, and Scholars may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time therein expressed improved as thereby stipulated :
2. That the Person to whom the Lease ought, according to the Contract, to be made, shall, within a reasonable Time therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the Lease and the Counterpart respectively :
3. That in default of such Acceptance, Execution, or Payment the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

XXIII. That every such Contract for Building Purposes or any other of the above-mentioned Purposes shall (except as by this Act otherwise provided) be carried into effect by Leases in pursuance thereof,

Contracts to be carried into effect by Leases in pursuance thereof.

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thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Con-
tracts for
Building
Purposes.

XXIV. That the said Master, Fellows, and Scholars may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased for Building Purposes or any other of the above-mentioned Purposes with any Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that that Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

General
Terms of
Contracts for
Building
Purposes.

XXV. That the Contracts with respect to Leases for Building Purposes or any other of the above-mentioned Purposes which the said Master, Fellows, and Scholars may from Time to Time make may (except as by this Act otherwise provided) contain all such Terms and Conditions as they may think advantageous, and they may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as they may think advantageous, any such Contract, or any of the Terms and Conditions thereof: Provided always, that any such Contract shall not contain any Term or Condition obligatory on the said Master, Fellows, and Scholars to which they may not be by this Act authorized to give effect by or in a Lease.

Conditions
of Re-entry
may be
restricted to
Part of the
Lands.

XXVI. That any Lease of any Part of the said Estate, or any Contract for any such Lease, shall not be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Non-payment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Lands leased, or contracted so to be, where or in respect whereof such Nonpayment or Breach happens.

Conditions
of Re-entry,
&c. to be
apportion-
able.

XXVII. That, notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or any such Contract as to Part only of the Lands leased, or contracted so to be, and notwithstanding the Re-conveyance, Assignment, Surrender, or Relinquishment of Part only of the Lands leased, or contracted so to be, the Condition or Right of Re-entry and other (if any) the Conditions of such Lease or Contract shall remain and be in force as to such Parts of those Lands as from Time to Time continue to be held by virtue of such Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable.

Under-
leases not to
be forfeited

XXVIII. That any Underlease of any Part of the Lands comprised in any original Lease for Building Purposes shall not be liable
to

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to Forfeiture or the Operation of any Condition or Right of Re-entry for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Underlease or some Part thereof; and any such Nonpayment or Breach with respect to the Land comprised in any such Underlease shall not work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Underlease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and conclusive Operation with respect to the Part comprised in the Underlease of the Lands comprised in the original Lease, and also with respect to the Part not comprised in such Underlease, as if the original Lease had originally comprised each Part alone.

for Non-payment of Rent, &c. for Lands not comprised therein.

XXIX. That every Lease for Building Purposes or any other of the above-mentioned Purposes of any Part of the said Estate made under this Act shall be deemed duly made although it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease itself be conformable to the Provisions of this Act, although the Contract was not conformable to such Provisions.

Leases good, notwithstanding any Defects in Contracts.

XXX. That after a Lease for Building Purposes or any other of the above-mentioned Purposes of any Part of the said Estate is made, in conformity with the Provisions of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Contracts not to form Part of Title to Leases.

XXXI. That a Memorandum in Writing under the Hand of the Solicitor, Steward, Clerk, or Agent of the said Master, Fellows, and Scholars, endorsed upon any Lease to be granted under the Powers of this Act, acknowledging the Receipt by him of 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 be full and conclusive Evidence in favour of the Lessee, and those claiming under him, that such Counterpart was duly made and executed, and delivered to the said Master, Fellows, and Scholars.

Evidence of Counterparts.

XXXII. That whenever the Possession of any Part of the said Estate leased for Building Purposes or any other the above-mentioned Purposes, or contracted so to be, is by the said Master, Fellows, and Scholars

Lands of which Possession recovered may

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be again dis-
posed of for
Building
Purposes.

Scholars resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Powers to
improve
Estate by
making
Sewers, &c.

XXXIII. That for the durable Improvement of the said Estate the said Master, Fellows, and Scholars may from Time to Time, under the Authority and according to the Provisions of this Act, make, in and upon any Part of such Estate, all such Sewers, Drains, Flood Gates, Dams, Banks, Walls, Bridges, Paths, Roads, with or without Rails or Tram Plates thereon, Ways, Wharves, Quays, Slips, Works, and Conveniences whatsoever, as they may think proper.

Power to
purchase
Easements of
Sewers, &c.

XXXIV. That for the better effecting or executing any such Agreement the said Master, Fellows, and Scholars may purchase, rent, or otherwise acquire from the Parties entitled to or having Power to sell, lease, grant, or confer the same, any Easements or Rights of making, repairing, maintaining, and using, in and through any Lands, any Sewers, Drains, Watercourses, Roads, and Ways, and may make such Contracts and Arrangements for and with respect to the User and Enjoyment of the same, and the Terms and Conditions of such User and Enjoyment, as the said Master, Fellows, and Scholars may think proper.

Power to
raise Money
by Mortgage
for the Pur-
poses of Act,
and for Pay-
ment of
Expenses of
obtaining it.

XXXV. That the said Master, Fellows, and Scholars may from Time to Time raise by Mortgage, with or without Power of Sale, of any Part or Parts of the said Lands, such Sums of Money, not exceeding in the whole Ten thousand Pounds, as they may think it expedient to raise, for the Purpose of executing the Improvements by this Act authorized, and also such Sums of Money as may be sufficient to pay the Costs and Expenses of applying for, preparing, and obtaining this Act, or of exercising any of the Powers therein contained, or otherwise incident thereto (including the Costs of any such Mortgage as aforesaid, or of the Transfer or Redemption of any such Mortgage), and may from Time to Time concur in a Transfer of any such Mortgage, and may execute and do all such Deeds and Things as they think reasonable for such Purposes; and every Mortgage made by the said Master, Fellows, and Scholars, and purporting to be in exercise of the Power in that Behalf hereby given, shall be valid, unless the Mortgagee shall have express Notice that the whole of the Sums, Costs, and Expenses hereby authorized to be raised have been previously raised accordingly.

A Sinking
Fund to be
formed out
of the in-
creased

XXXVI. That the Interest on all Sums raised by Mortgage as aforesaid shall be paid out of the Rents of the said Estate; and that for the Repayment of the Principal Monies so raised the said Master, Fellows, and Scholars shall, from a Period commencing Ten Years after

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after the passing of this Act, or from such earlier Period as they may think proper, set apart and appropriate a Portion (being not less than One Moiety) of the Excess of their entire Rental for the Time being arising from the said Estate over their Rental for such Estate at the passing of this Act, and shall invest in the Parliamentary Funds of *Great Britain* the Amount so set apart and appropriated from Time to Time, and the Dividends arising from such Investment, by way of an accumulating Sinking Fund, until an Amount has been so accumulated sufficient to pay off the said Principal Monies, when the said Appropriation and Accumulation shall cease; and at any Time, or from Time to Time, when and as Occasion shall require or Opportunity may offer, the said Master, Fellows, and Scholars shall apply such Fund or any Part or Parts thereof in the Payment wholly or in part of the said Principal Monies.

Rents to pay off Mortgages made under the Act.

XXXVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than the said Master, Fellows, and Scholars,) all such Estate, Right, Title, and Interest, Claim and Demand, of, in, to, and out of the said Lands or any Part thereof, as they or any of them had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been passed.

General Saving.

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

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

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The SCHEDULE referred to by the foregoing Act.

Description of Property.	Parish, &c., and Tenant's Name.	Quantity.			Gross Annual Rental.		
		A.	R.	P.	£	s.	d.
All that Farmhouse, Farmstead, and Garth situate within the Village of Clee, bounded on or towards the North and West by the Highway, South by the Weelsby Road, and East by other Land belonging to this Estate.	Clee. James Atkinson - -	3	3	34			
A Garth (used as a Potato Garden) on the South Side of the Weelsby Road, and opposite to the Property last described.	Clee. James Atkinson - -	1	3	6			
Six Arable Fields adjoining each other, bounded on the North by the Weelsby Road and the Garden last described, East by other Land belonging to this Estate, West by Land of Richard Thorold, Esq., and South by Land of the Bishop of Lincoln.	Clee. James Atkinson - -	90	2	22			
Two Closes called respectively Ox Pasture and Conger Close, bounded North and East by other Land belonging to this Estate, West by the Carr's Road, and South by Land of George Fieschi Heneage, Esq.	Cleethorpe. James Atkinson - -	36	0	7			
A Close of Pasture called Clee Marsh Allotment, bounded towards the North-west by Land of Richard Thorold, Esq., South-east and North by other Land belonging to this Estate.	Cleethorpe. James Atkinson - -	22	1	0			
A Close of Arable Land called the Marsh Common Allotment, bounded on the North-west by Land of Richard Thorold, Esq., South-east by other Land belonging to this Estate, South-west by the Grimsby Road, and North-east by the River Humber.	Cleethorpe. James Atkinson - -	20	0	0	264	19	0
And also all that other Farmhouse, Homestead, Yard, Garden, and Two Garths thereto belonging, situate in the Village of Cleethorpe.	Cleethorpe. John Osbourne - -	8	1	38			
Four Closes of Arable Land, bounded on the North and East by the Weelsby Road and Land of George Whitworth respectively, South by other Land belonging to this Estate, and Lands of John Nicholson, Thomas Jackson, Samuel Broughton, late John Driffield, and George Burgess respectively, and West by other Land belonging to this Estate.	Clee and Cleethorpe. John Osbourne - -	59	3	32			

Sidney Sussex College Estate Act, 1853.

Description of Property.	Parish, &c., and Tenant's Name.	Quantity.			Gross Annual Rental.		
		A.	R.	P.	£	s.	d.
A Field of Arable Land, bounded North-west by other Land belonging to this Estate, North-east by the Humber, South-east by other Land belonging to this Estate, and South-west by the Grimsby Road.	Cleethorpe. John Osbourne - -	21	3	24			
A Field of Meadow or Pasture Land, bounded on the North-west and South-east by other Part of this Estate, South-west by Land of George Fieschi Heneage, Esq., and North-east by the Grimsby Road.	Cleethorpe. John Osbourne - -	81	1	30	185	10	0
And also all that other Farmhouse, Homestead, Yard, Garden, and Garth thereto belonging, adjoining the Homestead occupied by John Osbourne.	Cleethorpe. John Brown - -	4	1	31			
Also a Close of Pasture Land, bounded North by an Allotment to William Nicholson White, West and South by the Grimsby Road, and East by other Part of this Estate.	Cleethorpe. John Brown - -	2	3	24			
A Field of Pasture Land in Cleethorpe Marsh, on the West Side of the Grimsby Road, and South of Land occupied by Thomas Anderson.	Cleethorpe. John Brown - -	5	3	38			
A Field of Arable Land on the East Side of the Grimsby Road, called the Marsh Common, and abutting on Land of William Haigh, Esq., on the South.	Cleethorpe. John Brown - -	21	3	24			
A Field of Arable Land bounded on the North by the Thrunscoe public Carriage Road, and East, West, and South by other Land belonging to this Estate.	Thrunscoe. John Brown - -	13	1	36			
A Slip of Arable Land on the High Cliff in front of the High Cliff Terrace.	Cleethorpe. John Brown - -	0	0	32	75	6	0
Also all that Farmhouse, with the Homestead, Garden, and Garth thereto belonging, situate on the Hill at the Far Thorpe.	Cleethorpe. William Cowlbeck -	3	0	39			
A Garden fronting the above, and adjoining the Recreation Ground.	Cleethorpe. William Cowlbeck -	0	2	38			
A Field of Meadow Land in Cleethorpe Marsh, bounded on the West by Land of George Fieschi Heneage, Esq., and South by the Weelsby Road.	Cleethorpe. William Cowlbeck -	9	3	24			
A Field of Arable Land at the End of the Mill Road, abutting East on Land of George Whitworth, and South on Land of the Vicar of Clee.	Clee. William Cowlbeck -	20	0	8	65	15	0

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Description of Property.	Parish, &c., and Tenant's Name.	Quantity.			Gross Annual Rental.		
		A.	R.	P.	£	s.	d.
A Brick and slated Farmhouse and Home- stead, and the Farm of Lands surrounding the same and occupied therewith.	Thrunscoc. Joseph Anningson -	207	1	24			
A Field of Pasture Land, Part of the Little Cow Pasture.	Cleethorpe. Joseph Anningson -	31	3	17	311	0	8
A Brick and tiled Dwelling House, with the Barn, Stables, Out-offices, and Garth thereto belonging.	Cleethorpe. Thomas Willerton -	1	0	27			
A Piece of Land opposite the last-described Premises, and adjoining Frog Hall Garth.	Cleethorpe. Thomas Willerton -	1	0	23			
A Piece of Arable Land bounded East by Goose Paddle Drain, West by Land late of William Nicholson White, North by the Thrunscoc Road, and South by the Humberstone Drain.	Thrunscoc. Thomas Willerton -	27	2	2			
A Field of Pasture Land bounded on the East by the Grimsby Road, and on the North and South by other Land belonging to this Estate.	Cleethorpe. Thomas Willerton	10	0	0	62	0	0
A Cottage, Homestead, Garth, and Garden bounded on the North-east and South by the Highway.	Clee. John Smith and Samuel Kirk.	1	3	29			
A Close of Meadow Land situate at the End of Carr's Road.	Cleethorpe. John Smith and Samuel Kirk.	3	2	12			
A Close of Pasture Land at the Corner of the Grimsby and Weelsby Roads.	Cleethorpe. John Smith and Samuel Kirk.	4	2	0	22	1	0
A Stable	Clee. Thomas Cowlbeck -	-	-	-	0	2	6
A Carpenter's Shop, Yard, and Premises -	Cleethorpe. James and Samuel Lidgard.	0	0	18	4	16	0
A Garden adjoining the Cross Keys Inn Yard.	Cleethorpe. James and Samuel Lidgard.	0	0	28	1	10	0
A House, Shop, and Premises situate in the Market Place.	Cleethorpe. John Robinson -	0	0	18	7	7	0
A House, Shoemaker's Shop, and Premises adjoining the last-described Premises.	Cleethorpe. Francis Nicholson -	0	0	2	5	0	0
A Cottage and Garden situate at the Far Thorpe.	Cleethorpe. John Parker -	0	1	11	5	10	0
A Cottage, Stables, Yard, Garths, and Pre- mises at the Far Thorpe.	Cleethorpe. Thomas Anderson -	2	2	25			

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Description of Property.	Parish, &c., and Tenant's Name.	Quantity.			Gross Annual Rental.		
		A.	R.	P.	£	s.	d.
A Close of Pasture Land on the West Side of the Grimsby Road, lying between Fields in the Occupation of John Brown and Thomas Willerton.	Cleethorpe. Thomas Anderson -	6	0	3			
A Close of Arable Land adjoining the Beacon	Cleethorpe. Thomas Anderson -	9	1	24	40	12	6
A House, Grocer's Shop, and Premises situate at the Far Thorpe.	Cleethorpe. Joseph Parker.						
A Close of Pasture Land situate on the North Side of the Weelsby Road, adjoining the Close occupied by John Smith and another.	Cleethorpe. Joseph Parker - -	4	2	22	15	9	0
A Close of Pasture Land on the West Side of the last-described Close.	Cleethorpe. Widow Wright - -	4	1	23	4	4	0
A Cottage, Garden, and Premises situate at the Far Thorpe.	Cleethorpe. Widow Cowlbeck -	0.	1	28	6	6	0
Several Stables and Outbuildings on the Frontage to Property at the Far Thorpe, called Frog Hall Garth, in the Occupation of Thomas Anderson.	Cleethorpe. Robert Swaby, Joseph Parker, Charles Jewitt, John Osbourne, John Dabb, Amos Appleyard, and Joseph Appleyard.	-	-		6	0	6
A Close of Pasture Land on the West Side of the Grimsby Road, and numbered 1.	Cleethorpe. Benjamin Proctor -	3	3	0	13	12	0
Another Close of Pasture Land, numbered 2	Cleethorpe. Samuel William - -	3	3	0	14	1	3
Another Close of Pasture Land, numbered 3	Cleethorpe. Robert Keeley - -	3	3	0	14	1	3
Another Close of Pasture Land, numbered 4	Cleethorpe. William Clayton Stowe.	3	3	0	14	1	3
Another Close of Pasture Land, numbered 5	Cleethorpe. William Clayton Stowe.	3	3	23	14	11	9
Another Close of Pasture Land, numbered 6	Cleethorpe. John Chapman -	4	0	0	10	12	0
Another Close of Pasture Land, numbered 7	Cleethorpe. Henry Weaver - -	4	0	0	11	4	0
Another Close of Pasture Land, numbered 8	Cleethorpe. Benjamin Proctor -	4	0	0	11	4	0
Another Close of Pasture Land, numbered 9 [Private.]	Cleethorpe. John Brown - - <i>f</i>	4	0	0	11	4	0

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Description of Property.	Parish, &c., and Tenant's Name.	Quantity.			Gross Annual Rental.		
		A.	R.	P.	£	s.	d.
Another Close of Pasture Land, numbered 10	Cleethorpe. John Drewry - -	4	0	0	9	8	0
Another Close of Pasture Land, numbered 11	Cleethorpe. Benjamin Cowlbeck	4	0	0	9	0	0
Another Close of Pasture Land, numbered 12	Cleethorpe. George Locking - -	4	0	0	11	8	0
Another Close of Pasture Land, numbered 13	Cleethorpe. Richard Chapman -	4	0	12	11	4	0
A Piece of Land opposite to High Cliff Terrace at the Far Thorpe, held on Lease for Twenty-one Years from 29th Sep- tember 1845.	Cleethorpe. Richard Thorold, Esq.	1	0	0	5	0	0
	Total - - -	748	2	18	1,244	0	8

Wm. Heaford Daubney.

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