



ANNO SECUNDO & TERTIO

VICTORIÆ REGINÆ.

Cap. 21.

An Act for enabling the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of *John Lyon* within the Town of *Harrow on the Hill* in the County of *Middlesex* to grant improving Leases of their Estates at *Harrow* and *Barnet*, and for other Purposes therein mentioned. [1st July 1839.]

WHEREAS *John Lyon* of *Preston* in the Parish of *Harrow on the Hill* in the County of *Middlesex* did, by force of the Charter, Licence, and Grant of Her late Majesty Queen *Elizabeth* bearing Date the Nineteenth Day of *February* in the Fourteenth Year of Her Reign, make and appoint certain Orders, Statutes, and Rules, intituled "Orders, Statutes, and Rules made and set forth the Eighteenth Day of *January* in the Thirty-third Year of the Reign of our Sovereign Lady *Elizabeth*, by the Grace of God Queen of *England, France, and Ireland*, Defender of the Faith, *et cætera*, by me *John Lyon* of *Preston* in the Parish of *Harrow upon the Hill* in the County of *Middlesex*, Yeoman, Founder of the Free Grammar School in *Harrow* aforesaid in the said County, to be observed and kept by the Governors of the Lands and Tenements, Goods and Possessions

[Private.]

of the said Grammar School, as followeth ;” and after thereby reciting that the said *John Lyon* had assured some Part of his Lands and Tenements, both Freehold and Copyhold, immediately after his Decease and after the Death of *Johan* his Wife; to remain and be to the Governors of the said Free Grammar School and their Successors for ever, and also had likewise assured divers other of his Lands and Tenements to him the said *John Lyon* and the Heirs of his Body, and for default of such Issue then after the Death of him and *Johan* his Wife to remain to the Governors of the said Free Grammar School and their Successors for ever, the said *John Lyon*, by force of such Licence and Grant to him made, did make and appoint the Orders, Statutes, and Rules therein-after directed to be observed and kept by the said Governors and their Successors, as well for themselves as also for the ordering, demising, and letting of the said Lands and Tenements, and all other Lands and Tenements which at any Time thereafter should be by him or any other assured to the said Governors and their Successors, and likewise for the bestowing of the Rents and Profits thereof; and among other Orders, Statutes, and Rules with respect to the ordering of the Grammar School established by him, and the Election of the said Governors and their Successors, and to the bestowing of such Rents and Profits as aforesaid for the Benefit of the said Grammar School and the Poor of the Parish of *Harrow*, except as to the Rents and Profits next herein-after mentioned, the said *John Lyon* did order and appoint that the said Keepers and Governors should see and provide that the whole Profit of his Lands lying at or near *Kilbourne* in the County of *Middlesex* which were bought and purchased of *Alane Hoorde* Gentleman, should be yearly for ever bestowed towards and upon the repairing and amending of the Highway from the Town of *Edgware* in the County of *Middlesex* unto the City of *London*, and of the Highway from *Harrow* to *London*, in such sort as was expressed in the Conveyance whereby the said Land was assured unto the said Keepers and Governors after the Decease of him the said *John Lyon* and *Johan* his Wife; and also that the whole Profits of his Lands lying at or near *Marybone* in the said County of *Middlesex*, and which were bought and purchased of *William Sherrington* Citizen Haberdasher of the City of *London*, should be yearly for ever bestowed towards and upon the repairing and amending the said Highway from *Harrow* to *London*, in such sort as was expressed in the Conveyance whereby the said Land was assured to the said Keepers and Governors after the Decease of him the said *John Lyon* and *Johan* his Wife; and for the future Management of all the Lands and Tenements assured by him, the said *John Lyon* did direct that upon every Lease thereafter to be made by the said Keepers and Governors of any of his Lands to them in anywise conveyed or assured, the old yearly Rent thereof or more should be reserved due and payable yearly during the said Term unto them the said Keepers and Governors and their Successors; and also that every Farmer of any Parcel thereof should be bound to do all the Reparations of Houses, Edifices, and Fences whatsoever so to him demised, and to pay and discharge all Quit Rents to be due to the Lord or Lords of the Fee thereof, during his Term; and also that no Lease should be made by the said Governors after the Decease of the said *John Lyon* of any Lands belonging to their Corporation to have

Continuance above the Space of Twenty-one Years, and also upon every such Lease the accustomed yearly Rent or more should be reserved; and also that they should not make any Lease without Impeachment of Waste; and also that every Farmer upon every Lease to be made by the said Governors should be bound by special Covenant by Indenture to pay his Rent half-yearly or else quarterly, at the Schoolhouse or in some other convenient Place to be appointed by the said Keepers and Governors within the said Town of *Harrow upon the Hill*, within Twenty Days at the farthest next after the Day of Payment of the same Rent; and also that the said Farmer should be bound by Covenant not to commit any voluntary Waste, and also to repair and maintain all the Houses and Buildings upon the said Tenement and Farm; and also that every such Farmer, within Three Years next after the Commencement of his Lease or Term, should make or cause to be made a true Terrier, to be fairly written on Parchment, of all the several Closures and Parcels of Land to him demised, with the perfect and true Buttals of the same Lands, and the same so made and written should, within the Term of the said Three Years, be delivered to the said Governors or Surveyors for the Time being, to the Intent that the same Terrier so made might be laid up and kept in the common Chest, among other Evidences belonging to the said Corporation; and also that the said Governors should not demise or let any of the said Messuages, Lands, or Tenements whereof there was any former Lease then in being, unless the said former Lease should be surrendered or within One Year after should be expired or determined: And whereas the said Keepers and Governors were, by the said Charter of the Nineteenth Day of *February* in the Fourteenth Year of the Reign of Her said Majesty Queen *Elizabeth*, made and constituted a Body Corporate and Politic, with perpetual Succession and a Common Seal, by the Name or Style of the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of *John Lyon* within the Town of *Harrow on the Hill* in the County of *Middlesex*: And whereas by an Act of Parliament passed in the Forty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for enabling the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of John Lyon within the Town of Harrow on the Hill in the County of Middlesex to grant Building Leases of certain of the Grounds and Estates of the said John Lyon*, the said Keepers and Governors and their Successors were empowered to demise all or any Part of the Hereditaments particularly mentioned in the Schedule thereto annexed (marked A.) being the Lands lying at or near *Marybone* so settled and assured by the said *John Lyon* as aforesaid, for any Term not exceeding Ninety-nine Years from the Day next before the Day of the Date of such Leases respectively, under and subject to such Restrictions as to the Rents to be respectively reserved by, and the Covenants to be contained in, such Leases respectively as in the said Act mentioned: And whereas by an Act of Parliament passed in the Fifty-ninth Year of the Reign of His said late Majesty King *George* the Third, intituled *An Act for enabling the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of John Lyon within the Town*

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of Harrow on the Hill in the County of Middlesex to grant Building Leases of certain of the Grounds and Estates heretofore of the said John Lyon, the said Keepers and Governors and their Successors were empowered to contract to let for Building Purposes all or any Part of the Hereditaments particularly mentioned in the Schedule thereto annexed marked A., being the Lands lying in or near *Kilburn* aforesaid so settled and assured by the said *John Lyon* as aforesaid, for any Term not exceeding Ninety-nine Years from the Date of such Contract, at the best yearly Rent that could be reasonably gotten at the Time of such Contract for the Land to be therein comprised, without taking any Fine, Premium, or Foregift in respect of the same; and afterwards from Time to Time, when and as the Lands so contracted to be let, or any Part thereof, should be built upon in the Manner to be stipulated in any such Contract, and the Buildings should be covered in, to demise the same for the Remainder of the Term to be specified in such Contract in manner in the said Act mentioned: And whereas by another Act passed in the Eighth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for confirming certain Leases granted under an Act passed in the Forty-third Year of the Reign of His late Majesty King George the Third, intituled 'An Act for enabling the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of John Lyon within the Town of Harrow on the Hill in the County of Middlesex to grant Building Leases of certain Grounds and Estates of the said John Lyon,' and for amending the said Act*, the said Keepers and Governors and their Successors were empowered to contract to let for Building Purposes all or any Part of the Hereditaments particularly mentioned in the Schedule thereunto annexed marked A., being the Lands lying at or near *Marybone* aforesaid so settled and assured by the said *John Lyon* as aforesaid, for any Term not exceeding Ninety-nine Years from the Day of the Date of such Contract, or any prior Period, at the best yearly Rent or Rents that could be reasonably gotten at the Time of such Contract for the Lands to be therein comprised, without taking any Fine, Premium, or Foregift in respect of the same, and afterwards from Time to Time, when and as the Land so contracted to be let or any Part thereof should be built upon in the Manner to be stipulated in any such Contract, or with such Variation as the said Keepers and Governors or their Successors should approve of in Writing, and the Building or Buildings thereon should be covered in, to demise the same for the Remainder of the Term to be specified in such Contract in manner in the said Act mentioned: And whereas in respect of all the Messuages or Tenements, Lands and Hereditaments belonging to the said Keepers and Governors, and not comprised in either of the said recited Acts of Parliament, the said Keepers and Governors have no further or other Powers of leasing than the very limited Powers of leasing contained in the said recited Orders, Statutes, and Rules: And whereas in consequence of the recent Destruction by Fire of the House and adjacent Buildings in the Occupation of the Head Master of the said Free Grammar School in the said Town of *Harrow on the Hill*, and also in consequence of the decayed Condition of Part of the Property belonging to the said Keepers and Governors as well in the said Town and Parish of *Harrow on the Hill*

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as in the Town of *Barnet* in the County of *Hertford*; it has become essential to the Maintenance of the said School, and to the provident Administration of the Estates of the said Keepers and Governors in the said Towns, that large Sums of Money should be immediately expended in Buildings, Reparations, and Improvements thereon; and inasmuch as the Powers of leasing vested in the said Keepers and Governors by the said Statutes, Orders, and Rules are unsuited to the actual State and Circumstances of the greater Part of the Property of the said Keepers and Governors, it is therefore expedient that such extended Powers of leasing should be given to the said Keepers and Governors over their Estates as will enable them to manage and administer the same in the most advantageous Manner: And whereas some Time previous to the said Fire, in order to carry into effect Arrangements made by the said Keepers and Governors for the better Regulation of the said School, *John William Colenso*, the Mathematical Master of the said School, proposed to the said Keepers and Governors to erect, at his own Costs, a suitable Messuage or Dwelling House, with the requisite Offices and Appurtenances, on certain Ground Part of the Estate of the said Keepers and Governors at *Harrow on the Hill* aforesaid, being an eligible Site for such Erection, in consideration of a Lease to be granted to him by the said Keepers and Governors when he should have completed the Erection, not only of the same Grounds with the Buildings to be erected thereon, but also of certain adjacent Buildings, other Part of the Estate of the said Keepers and Governors, convenient and desirable to be held and occupied therewith, for the Purpose of effecting such Arrangements; and the said Keepers and Governors deeming such Proposal advantageous to the said School and Estate accepted the same, and the said *John William Colenso* afterwards in part fulfilled his said Proposal by erecting and very nearly completing on the same Ground, at his own Cost, a substantial Messuage or Dwelling House, with the Appurtenances, fit for the Purpose aforesaid, but before the said Messuage or Dwelling House was entirely completed the adjacent Buildings were totally destroyed by the said Fire, and the said Keepers and Governors were thus prevented from fulfilling the said Proposal on their Part: And whereas the said *John William Colenso* has now proposed and agreed, at his own Costs, to erect on a Portion of the Site of the said adjacent Buildings so destroyed as aforesaid, and on other adjacent Ground, Part of the Estate of the said Keepers and Governors and their Successors, a Messuage or Buildings of far greater Value than the Buildings so destroyed as aforesaid, in consideration of a Lease to be afterwards granted to him by the said Keepers and Governors and their Successors of as well the Ground whereon he has so already erected a Messuage or Dwelling House as aforesaid, with the Buildings thereon, as of such adjacent Ground, with the Buildings to be erected thereon as aforesaid, and Ground proper or convenient to be held therewith, for any Term not exceeding Seventy-five Years in Possession, from the Twenty-fifth Day of *March* last, at such Rent and under and subject to such Covenants and Conditions as the said Keepers and Governors may judge reasonable: And whereas the Estate of the said Keepers and Governors and their Successors at *Harrow on the Hill* aforesaid has been greatly improved

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and increased in Value by the Buildings so erected by the said *John William Colenso* as aforesaid, and would be still further greatly improved and increased in Value by the Buildings now proposed and agreed to be erected as aforesaid; and it is therefore just and expedient that the said Keepers and Governors and their Successors should be empowered to grant to the said *John William Colenso* a Lease of the said Ground and Buildings, pursuant to such Proposal and Agreement as aforesaid; and the Rent mentioned in the First Division of the Second Schedule hereto is the best yearly Rent which could have been obtained for the Ground comprised in such First Division previous to the Erection of the Messuage now standing thereon: And whereas since the passing of the herein-before recited Acts respectively Difficulties have been experienced in strictly complying with the Terms of the leasing Powers contained in the same Acts respectively, particularly as regards the preliminary Contract thereby required, and large Sums of Money have been expended by certain Persons in the Erection of Messuages and Buildings on certain Parts of the Estates of the said Keepers and Governors and their Successors at *Marylebone* and *Kilburn* aforesaid, under informal Agreements for Leases thereof to be granted by the said Keepers and Governors and their Successors to such Persons respectively, intended to be for certain Terms, at certain Rents, and subject to certain Covenants and Conditions, to agree in Substance with the Requisites of the said recited Acts; and inasmuch as the Property of the said Keepers and Governors and their Successors has been by such Buildings permanently improved, it is just and reasonable that the said Keepers and Governors and their Successors should be enabled to carry such Agreements substantially into effect; the Rents mentioned in the Second and Third Divisions of the Second Schedule hereto being the best yearly Rents which could have been obtained for the Ground comprised in such Divisions respectively previous to the Erection thereon or the Messuages now standing thereon, and the Value of the Slip of Ground comprised in the Fourth Division of the said Schedule having been included in the Rent of a large Plot of Ground adjoining thereto already leased to *George Tuckey* and *John Miller* or one of them: And whereas, inasmuch as the said Keepers and Governors may not have sufficient Funds to enable them to erect a suitable Residence for the Head Master of the said School on the remaining Portion of the Site of the Buildings so destroyed by Fire as aforesaid, it is expedient that they should be empowered to raise for that Purpose a Sum not exceeding Two thousand Pounds: And whereas, from the Increase of Buildings upon the said Estates at *Marylebone* and *Kilburn*, further Accommodation for the Purpose of Divine Worship may be required, it is also expedient that the said Keepers and Governors and their Successors should be enabled to sell, with the Approbation of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, any Portion of the same Estates, not exceeding an Acre in Quantity, for the last-mentioned Purpose: And whereas the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the Keepers and Governors of the Possessions, Revenues, and Goods of the Free Grammar School of *John Lyon* within the Town of

of *Harrow on the Hill* in the County of *Middlesex*, for ourselves and our Successors, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled; and by the Authority of the same, That it shall be lawful for the said Keepers and Governors and their Successors, by Indenture or Indentures under their Corporate Seal, from Time to Time, and at any Time or Times hereafter, to demise or lease all or any of the Messuages, Lands, Tenements, and Hereditaments comprised in and specified by the First Schedule to this Act annexed, or any Part or Parts thereof, and any Building or Buildings now standing or which shall be standing thereon, together with all such Rights, Easements, and Appurtenances as shall belong or appertain thereto, or as shall in the Judgment of the said Keepers and Governors or their Successors be convenient to be held, occupied, or enjoyed therewith, for any Term or Number of Years, not exceeding Ninety-nine Years, computed from the Day of the Date of such Demise or Lease or from any prior Period, to take effect in Possession and not in Remainder, or by way of future or concurrent Interest, unto or for the Benefit of any Person or Persons, Body or Bodies Politic or Corporate, and his or their Successors, Executors, Administrators, or Assigns respectively, for all and every or any One or more of the following Purposes; (that is to say,) for the Purpose of erecting, building, and completing upon the Hereditaments so to be demised, or some Part thereof, any House or Houses, Outhouse or Outhouses, or other Building or Buildings, or for the Purpose of taking down and rebuilding, in such Manner as shall be agreed on between the said Keepers and Governors or their Successors, and their said Lessee or Lessees, any of the Houses or other Buildings now standing or being, or which shall at any Time or Times hereafter be standing or being, upon any Part of the said Lands and Hereditaments, or for the Purpose of repairing, enlarging, or altering any of the Houses or other Buildings now standing or being, or which shall at any Time or Times hereafter be standing or being, upon any Part or Parts of the said Lands and Hereditaments, with Power for the said Keepers and Governors and their Successors to appropriate, or permit and authorize the Lessee or Lessees to appropriate, any Part or Parts of the said Lands and Hereditaments so to be demised as aforesaid, not exceeding in any one Case an Acre, as and for Gardens, Pleasure Grounds, Court Yards, Areas, Ways, Passages, or other Conveniences to the Houses or other Buildings which may be so built, repaired, altered, or enlarged, or any of them, or otherwise for the Use of the Lessee or Lessees, either exclusively or in common with the others or any other of the Lessees or Tenants of the said Keepers and Governors or their Successors; so as in every such Lease or Demise there be reserved and made payable to the said Keepers and Governors and their Successors, half-yearly or quarterly during the Continuance of the Term thereby granted, the best yearly Rent that can be reasonably obtained for the same, without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof, for or in respect of the making of the same; and so as in every such Demise or Lease there be contained, on the Part of the Lessee or Lessees therein, Covenants with the said Keepers and

Power of leasing the Hereditaments in First Schedule.

Governors

Governors and their Successors as or to the Effect following; (that is to say,) to pay the Rent or Rents to be thereby reserved; to keep in repair, or, as the Case may be, to complete within a specified Time and keep in repair, the House or Houses and Buildings which may be actually built on the Premises; to insure and keep insured the Buildings erected and to be erected on the demised Premises (except Buildings intended to be taken down as aforesaid) from Loss or Damage by Fire, to the Amount of Three Fourths at least of the Value thereof, in some or one of the public Offices for Insurance in *London* or *Westminster*, in the Name or Names of the Lessee or Lessees thereof and of the said Keepers and Governors or their Successors; and to surrender and leave in repair the House or Houses and Buildings to be erected and built, or rebuilt, altered, enlarged, or repaired, upon the Premises thereby respectively to be leased, at the End of the Term by such Demise or Lease granted; and also a Proviso or Condition of Re-entry for Nonpayment of the Rent or Rents to be thereby reserved for any Period not exceeding Forty Days after the same shall become due; and so as the Lessee or Lessees execute a Counterpart of the Demise or Lease to them respectively made.

Power of leasing the Hereditaments in Second Schedule.

II. And be it further enacted, That it shall be lawful for the said Keepers and Governors and their Successors by Indenture or Indentures to demise or lease unto the said *John William Colenso*, his Executors or Administrators, the Piece or Pieces of Ground described in the First Division of the Second Schedule to this Act annexed, together with the Messuage and Buildings erected by the said *John William Colenso* and now standing thereon or on some Part thereof, with the Easements and Appurtenances thereto, for the Term and at the Rent mentioned in the same Division; and also by Indenture or Indentures to demise or lease unto the respective Executors or Administrators of the several Persons named in the First Column of the Second, Third, and Fourth Divisions of the same Schedule, or the respective Nominees of such Executors or Administrators respectively, the respective Pieces or Slips of Ground described in the same Divisions respectively, or any Part or Parts thereof respectively, and any Messuages or other Buildings now standing or which shall be standing thereon, with the Rights, Easements, and Appurtenances belonging thereto, for the respective Terms of Years and at the respective Rents mentioned in the same Divisions; and as to the Ground comprised in each of the Second and Third Divisions respectively, either by One Demise or Lease of the whole at the entire Rent required to be reserved in respect thereof, or by several Demises or Leases in Parcels at separate equal or unequal yearly Rents amounting in the whole to such entire Rent, provided the Rent to be reserved by any of such several Demises or Leases do not in any Case exceed One Fourth of the Rack-rent of the Ground and Buildings comprised therein, so as every Lease to be granted under the Authority of this Clause do contain a Covenant on the Part of the Lessee or Lessees therein for Payment of the Rent to be thereby reserved, and all such other Covenants, Clauses, Conditions, and Agreements as are by this Act or otherwise now required to be inserted in Leases granted by the said Keepers and Governors of Land or Buildings in the same Neighbourhood, so far as the same shall be considered expedient by

the said Keepers and Governors and their Successors, and also, as to the Ground and Buildings to be leased to the said *John William Colenso*, all such Restrictions and Provisions as shall under the Circumstances be judged reasonable or necessary by the said Keepers and Governors or their Successors: Provided always, that it shall not be necessary, in support of any Demise or Lease by which any Parcel of the Ground herein-before authorized to be demised or leased in Parcels shall be so demised or leased at a Rent or Rents less than the entire Rent payable in respect of the whole of such Ground, to prove by the Production of the Lease or Leases reserving the Residue of such entire Rent, or otherwise, that the whole Amount of such Rent has been reserved.

III. Provided always, and be it further enacted, That it shall and may be lawful for the said Keepers and Governors and their Successors to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the said Messuages, Lands, Tenements, and Hereditaments comprised in the First Schedule hereto, with the Buildings, if any, thereon, pursuant to the Powers and subject to the Restrictions herein-before expressed or contained, so far as the same shall be applicable to Contracts, and thereby to agree, when and as any Land or Buildings agreed to be let, or any Part or Parts thereof, shall be built, rebuilt, repaired, enlarged, or otherwise improved, in manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate in that Behalf, for and during the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels and under and subject to such Portions of the Rent or Rents to be specified in such Contract or Contracts (such Rent or Rents being the best yearly Rent or Rents that can be obtained for the same at the Date of such Contract or Contracts, without taking any Fine, Premium, or Foregift, or any thing in the Nature thereof,) as shall be thought proper, but so nevertheless that the Rent to be reserved on any such Lease shall not exceed One Fourth Part of the clear yearly Rack-rent Value of the Land or Buildings to be comprised in such Lease, when fit for Habitation or Use; and to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the said Land or Ground thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within One Year from the Date of such Contract or Contracts as shall be thought proper; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts

Power to enter into previous Contracts.

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shall be entered into shall remain liable, in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased, to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as shall not have been secured by the Lease or Leases previously granted; and also to agree that the Person or Persons with whom such Contract or Contracts shall be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of Leasing herein-before contained.

Direction as to the Contents of Contracts.

IV. Provided also, and be it further enacted, That in every such Contract there shall be inserted a Clause or Condition for vacating the same Contract as to or for Re-entry upon such Part or Parts of the Lands and Buildings therein comprised and agreed to be let as shall not have been actually leased, and shall not be built, rebuilt, repaired, altered, enlarged, or otherwise improved in the Manner therein stipulated, within a Time to be therein appointed, and also a Clause binding the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract to accept the same and execute a Counterpart or Counterparts thereof, and pay the reasonable Charges of preparing the same; and every such Contract shall be binding on the said Keepers and Governors and their Successors, and shall be carried into execution by a Lease or Leases to be granted agreeably thereto and in pursuance of the Powers and subject to the Restrictions herein-before expressed or contained, so far as the same shall be applicable; and in case any such Contract shall have been entered into with the said *John William Colenso* previous to the passing of this Act, it shall be lawful for the said Keepers and Governors and their Successors to grant a Lease pursuant to such Contract, and to include therein as well the Land contracted to be demised as the Land hereby expressly authorized to be leased, and the Buildings thereon respectively, provided that every such Lease shall be conformable with the Powers in this Act contained.

Power to vary the Terms of Contracts.

V. Provided always, and be it further enacted, That it shall and may be lawful for the said Keepers and Governors and their Successors from Time to Time to enter into any new Contracts or Agreements with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of addition to or in alteration or explanation of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, provided such new Contract or Agreement, Addition or Alteration, be agreeable to the Provisions herein-before contained with respect to the original Contract or Agreement, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the

Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts; and any Hereditaments so surrendered may be leased, or contracted and agreed to be leased and afterwards leased, under the Powers and Authorities herein-before contained, in the same and the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed: Provided always, that every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it shall have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and that after any Lease shall have been granted the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the same Lease.

Proof of Compliance with the Contracts not necessary to the validity of Leases.

VI. And be it further enacted, That it shall be lawful for the said Keepers and Governors or their Successors at any Time or Times to levy and raise, for the Purpose of erecting or completing on the Site or some Part of the Site of the Messuage or Dwelling House and Offices at *Harrow on the Hill* aforesaid lately occupied by the Head Master of the said School as his Residence, and destroyed by the said Fire, a Messuage or Dwelling House, with suitable Offices and Appurtenances, in lieu of the Buildings so destroyed as aforesaid, any Sum or Sums of Money not exceeding in the whole the Sum of Two thousand Pounds, together with all the Costs and Expences of raising the same, by charging the same Lands, Tenements, and Hereditaments comprised in the First Schedule to this Act annexed, or any Part or Parts of the same, with the Payment of such Sum or Sums to the Person or Persons who shall lend and advance the same to the said Keepers and Governors or their Successors, with Interest for the same at any Rate not exceeding the Rate of Five Pounds *per Centum per Annum*, either with or without the Limitation of a Term of Years in the Hereditaments to be so charged, to the same or any other Person or Persons, for better securing the same Sum or Sums and Interest, but subject to a Proviso or Condition for making void the same Term on Payment of the same Sum or Sums and Interest; and also from Time to Time, when and so often as Occasion shall require, to join in transferring any Charge or Charges to be created under this Power to any new Lender or Lenders, or to pay off any such Charge or Charges and create a new Charge or Charges in lieu thereof, and to levy and raise in like Manner the Costs and Expences of transferring or creating the same, but so that the Sum or Sums of Money to be levied and raised by virtue of this Power shall not exceed in the whole the said Sum of Two thousand Pounds; and also to give Receipts for the Sum or Sums of Money to be so levied and raised as aforesaid, which Receipts shall exonerate the Person or Persons paying the same to the said Keepers and Governors or their Successors from all Liability and Concern in respect of the Application thereof to the Purpose aforesaid or otherwise.

Power to raise Money for building the Head Master's House.

VII: Provided always, and be it further enacted, That every Demise or Lease to be granted pursuant to any of the Provisions herein-before contained of any Messuages, Lands, Tenements, or

Leases of Copyholds, with Licence to be unimpeachable.
Here-

Hereditaments of Copyhold Tenure, shall, if granted with the Licence of the Lord or Lords, Lady or Ladies for the Time being of the Manor or Manors whereof such Copyhold Messuages, Lands, Tenements, and Hereditaments are holden, but not otherwise, be valid and effectual as against all Persons whomsoever having or rightfully claiming or to claim any Estate, Right, Title, or Interest in or to the said Manor or Manors: Provided nevertheless, that it shall not be compulsory on the said Keepers and Governors or their Successors to demise all or any Part of the Messuages, Lands, and Hereditaments comprised in the Second Schedule to this Act annexed under the Powers for that Purpose herein-before contained.

Power to sell a Plot of Land for the Erection thereon of a Church.

VIII. And be it further enacted, That it shall be lawful for the said Keepers and Governors or their Successors, with the Approbation of the said Commissioners of the Metropolis Turnpike Roads North of the *Thames*, to be signified by the Signature of the Chairman of the Meeting at which such Approbation shall be given, to dispose by way of absolute Sale for the Purpose herein-after mentioned, but not for any other Purpose, at such Price in Money as they shall think reasonable, of any Plot or Piece of Land, not exceeding One Acre, Parcel of the Lands of the said Keepers and Governors situate at or near *Kilburn* aforesaid comprised in the said Schedule to the said recited Act of the Fifty-ninth Year of the Reign of His late Majesty King *George* the Third, and to convey and assure the same Plot or Piece of Ground unto or according to the Direction of the Purchaser or Purchasers thereof, and to give an effectual Discharge for the Purchase Money, but so that the same Plot or Piece of Ground shall be for ever thereafter appropriated as the Site of a Church built or agreed to be built thereon, and consecrated or to be consecrated, for the Celebration of Divine Worship according to the Doctrines, Rites, and Ceremonies of the Church of *England* as by Law established, with or without a Churchyard or Burial Ground and other suitable Conveniences thereto, for the Use and Accommodation of the Inhabitants of the Parish or District wherein such Church shall be situate, under such Regulations and Restrictions as the said Keepers and Governors or their Successors shall judge expedient.

Application of Purchase Money.

IX. Provided always, and be it further enacted, That the said Keepers and Governors or their Successors shall pay over and apply the said Purchase Money, after Payment of the Expences attending the Sale, in such and the same Manner as the Rents and Profits of the said Lands at or near *Kilburn* aforesaid are now payable and applicable for the Maintenance of such Highways as aforesaid, but the Purchaser or Purchasers shall not be liable to see to the Application thereof.

Expences of the Act.

X. And be it further enacted, That the Costs, Charges, and Expences of and incident to applying for and obtaining and passing this Act and carrying the same into execution shall be paid, defrayed, and discharged by the said Keepers and Governors or their Successors, by and out of the Rents and Profits of the Lands, Buildings, and Hereditaments mentioned and described in the First Schedule

to

to this Act annexed, and of the Lands, Buildings, and Hereditaments situate and being at *Marylebone* and *Kilburn* aforesaid, but that, subject to such Application, the said Rents and Profits shall be applied and disposed of by the said Keepers and Governors and their Successors, to or for the same Purposes, and in the same Manner, as if this Act had not been passed.

XI. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, Body and Bodies Politic and Corporate, his, her, and their Heirs, Executors, Administrators, and Successors, (other than and except the said Keepers and Governors and their Successors,) all such Estate, Right, Title, Interest, Claims, and Demands whatsoever of, in, to, upon, or out of the said Lands and Hereditaments mentioned in the several Schedules hereto, every or any Part or Parcel thereof, as he, she, they, every or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act had not been passed. General Saving.

XII. And be it further enacted, That this Act 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 Queen's Printer to be Evidence.

The FIRST SCHEDULE to which the foregoing Act refers.

Situation of Estates.	By whom occupied.	Description of Property.	Present Annual Rent.		
			£	s.	d.
Harrow	Thomas Hodsdon	Dwelling House, Four Cottages, and several Closes of Land.	80	0	0
	The Rev. Christopher Wordsworth, D.D.	Land and Garden Ground, including the Site of the Head Master's House.	19	0	0
	The Rev. Henry Drury.	Garden Ground	8	0	0
	William Arnold	House on the West Side of the High Street.	12	0	0
	Mary Clarke	Two Houses and Premises adjoining that occupied by William Arnold.	15	0	0
	John Bliss	Meadow Land	6	0	0
	James Chapman	House and Garden Ground	18	0	0
	William Webb	House, Buildings, and Garden Ground adjoining that occupied by Chapman.	20	0	0
	John Brown	House on the East Side of the High Street.	12	0	0
	John Woodbridge	One House, heretofore used as the Workhouse, (now divided into Tenements,) and Ground attached.	22	0	0
	Sophia Brownrigg	House and Orchard adjoining	30	0	0
	Thomas Kench	Two Cottages and Land	6	0	0
Preston	John Higgs	Farm House, Barns, and Closes of Arable, Meadow, and Pasture Land.	350	0	0
Alperton	William Coomes	Meadow Land	36	0	0
Barnet	John Chalmers	House, Outbuildings, and Land	62	0	0
	James Spurrell	House, known as the Crown Inn, with Outbuildings and Two Cottages adjoining, and Land.	72	0	0
	George Cornwall	House in the High Street, with Garden and Field adjoining.	46	0	0

Decimus Burton.

The

The SECOND SCHEDULE to which the foregoing Act refers.

Names of Persons by whom Buildings have been erected.	Premises.	Term.	Yearly Rent.
John William Colenso.	<p style="text-align: center;">PART ONE.</p> <p>A Piece of Ground in the Town of Harrow abutting on the High Street, containing the several Dimensions of Assize following, be the same little more or less; that is to say, on the North-west Side fronting the said Street, Thirty-seven Feet; on the North-east Side, Seventy-two Feet Two Inches; and after a Break of Nine Feet then running in a straight Line Thirty-one Feet Three Inches; and after another Break of Twenty Feet then running to the South Angle of the said Piece of Ground Eighty-three Feet Six Inches; and on the South-west Side, from the South Angle as aforesaid to the North-west Angle, One hundred and seventy-seven Feet; together with the Messuage or Tenement and Buildings lately erected thereon by the said John William Colenso.</p>	Seventy-five Years from Lady Day One thousand eight hundred and thirty-nine inclusively.	<p style="text-align: center;">£ s. d.</p> <p style="text-align: center;">10 0 0</p>
William Brealey, deceased.	<p style="text-align: center;">PART TWO.</p> <p>A Piece of Ground bounded on the North by Ground belonging to the said Keepers and Governors, partly unlet and partly agreed to be demised to William Josiah Allen; on the South by Ground also belonging to the said Keepers and Governors, demised to Prince Hoare or his Nominees; on the East by Hamilton Terrace; and on the West by the Edgware Road: containing on the North Side thereof Four hundred and ten Feet; on the South Side thereof Two hundred and seven Feet; and after running Southward Twenty Feet, a further Length of Two hundred and ten Feet, and on the East Side thereof Four hundred Feet, and on the West Side thereof Three hundred and eighty Feet, be the same several Dimensions, or any of them, little more or less; together with Ten Messuages erected thereon.</p>	Ninety-nine Years from Lady Day One thousand eight hundred and twenty-four inclusively.	156 0 0

Names of Persons by whom Buildings have been erected.	Premises.	Term.	Yearly Rent.
George Hale, deceased.	<p style="text-align: center;">PART THREE.</p> <p>A Piece of Ground on the South Side of Verulam Terrace aforesaid, bounded on the North by Verulam Terrace aforesaid, on the East and South by Ground belonging to the said Keepers and Governors agreed to be demised to Julius Anderson or his Nominees; and on the West by Ground belonging to the said Keepers and Governors, partly in the Occupation of Williamson and partly in the Occupation of the Representatives of the said George Hale; and also, a Slip of Ground containing in Length Two hundred Feet, and in Width Twenty Feet, fronting North upon Verulam Terrace aforesaid, and bounded on the South or Rear thereof by the Garden attached to the adjoining Messuage or Tenement now in the Occupation of the Representatives of the said George Hale.</p>	Ninety-nine Years from Michaelmas One thousand eight hundred and ten.	<p style="text-align: right;">£ s. d. 16 17 0</p>
John Miller, deceased.	<p style="text-align: center;">PART FOUR.</p> <p>A Slip of Ground on the East Side of Hamilton Mews, with Coach-houses and Stables erected thereon.</p>	Ninety-nine Years from Twenty-fifth March One thousand eight hundred and twenty-four.	Peppercorn.

Decimus Burton.

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