

[21 & 22 GEO. 5.] *Bethlem Hospital*
(Amendment) Act, 1931.

[Ch. lxiii.]



CHAPTER lxiii.

An Act to confirm certain agreements entered into by the Commissioners of Works with a view to the acquisition for the purposes of the Imperial War Museum of a part of the premises vested by the Bethlem Hospital Act 1926 in the London County Council as an open space and to authorise the retention and adaptation of certain of the existing buildings on the said premises and for purposes consequential thereon. A.D. 1931.
—

[31st July 1931.]

WHEREAS provision was contained in the Bethlem Hospital Act 1926 for the vesting in the council of the administrative county of London upon the completion of the purchase provided for by the agreement set out in the schedule to that Act of certain lands in the metropolitan borough of Southwark formerly the site of Bethlem Hospital as an open space under the Open Spaces Act 1906 and for the taking down and removal from the said lands of the buildings and structures thereon:

And whereas the said purchase has been completed:

And whereas premises are required for the accommodation of the Imperial War Museum (being the institution defined in section six of the Imperial War Museum Act

[Price 6d. Net.]

A

I

[Ch. lxiii.] *Bethlem Hospital* [21 & 22 GEO. 5.]
(*Amendment*) Act, 1931.

A.D. 1931. 1920) and a portion of the said buildings and structures on the said lands has been found to be suitable for that purpose and could readily be adapted and used therefor without seriously interfering with the use of the said lands as an open space :

And whereas the Commissioners of Works (in this Act referred to as "the Commissioners") have entered into the agreements (in this Act referred to as "the scheduled agreements") respectively set out in Parts I and II of the Schedule to this Act for the acquisition of parts of the said lands buildings and structures and for the execution of works thereon :

And whereas it is expedient that the scheduled agreements should be confirmed and that the Commissioners should be empowered to execute the works therein referred to :

And whereas the objects of this Act cannot be obtained without the authority of Parliament :

Be it therefore enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Confirma-
tion of
scheduled
agreements.

1. The scheduled agreements are respectively hereby confirmed and it shall be lawful notwithstanding anything contained in the Open Spaces Act 1906 or in the Bethlem Hospital Act 1926 for the parties thereto respectively to execute and do all instruments acts and things requisite for carrying the said agreements respectively into effect.

Power of
Commis-
sioners to
execute
works.

2. Subject to the provisions of the scheduled agreements the Commissioners may execute all such works and do all such other things as may in their opinion be necessary or proper for the purpose of providing accommodation for the Imperial War Museum on the land acquired by them under the scheduled agreements or of adapting the land and the buildings and structures thereon for use for the purposes of the Imperial War Museum or of providing access thereto.

[21 & 22 GEO. 5.] *Bethlem Hospital* [Ch. lxiii.]
(*Amendment*) Act, 1931.

3. All expenses incurred by the Commissioners in A.D. 1931.
carrying the scheduled agreements into effect or otherwise
under this Act shall so far as provision is not otherwise Expenses
made for them be defrayed out of moneys provided by of Commis-
Parliament. sioners.

4. This Act may be cited as the Bethlem Hospital Short title.
(Amendment) Act 1931 and the Bethlem Hospital Act
1926 and this Act may be cited together as the Bethlem
Hospital Acts 1926 and 1931.

A.D. 1931.

The SCHEDULE referred to in the
foregoing Act.

PART I.

THIS AGREEMENT is made the sixth day of May one thousand nine hundred and thirty-one BETWEEN THE MAYOR AND COMMONALTY AND CITIZENS OF THE CITY OF LONDON Masters Guardians and Governors of the House and Hospital called Bethlem situate without and near to Bishopsgate of the said City of London (hereinafter called "the Governors") of the first part THE RIGHT HONOURABLE THE VISCOUNT ROTHERMERE (hereinafter called "the Purchaser") of the second part THE LONDON COUNTY COUNCIL (hereinafter called "the Council") of the third part and THE COMMISSIONERS OF HIS MAJESTY'S WORKS AND PUBLIC BUILDINGS (hereinafter called "the Commissioners") of the fourth part.

WHEREAS :

- (1) A certain Agreement was made on the 26th of February 1926 between the Governors and the Purchaser for the sale by the Governors and purchase by the Purchaser of the freehold estate in fee simple of the then existing hospital called Bethlem in the Metropolitan Borough of Southwark as more fully described in the said Agreement subject to the various provisions contained in the said Agreement and for the purposes and with the objects therein set out.
- (2) The said Agreement contained (*inter alia*) a provision that it the said Agreement was subject to the same being confirmed by Parliament and to such alterations as Parliament might think fit to make therein.

[21 & 22 GEO. 5.] *Bethlem Hospital* [Ch. lxiii.]
(*Amendment*) Act, 1931.

- (3) One of the provisions in the said Agreement was that the Governors should before the date for completion at their own expense take down the then existing buildings and erections on the site (except the surrounding walls railings and gates) and remove the materials thereof and should at the date for completion leave the property clear and levelled provided that all the existing trees and shrubs should be carefully preserved and left standing on the property. A.D. 1931.

- (4) Another of the provisions of the said Agreement was that on completion of the purchase of the property possession (subject to the obligation of the Governors to enter and remove buildings as in (3) hereof set out) should belong to the Purchaser.
- (5) The said Agreement by an Act of Parliament passed in the Session of 1926 and shortly entitled "The Bethlem Hospital Act 1926" was confirmed subject to the provisions of the said Act.
- (6) The said Act to which the said Agreement was Scheduled contained in Section 8 thereof a provision that so soon as the Governors should have provided a hospital on the Monks Orchard Estate (as in the said Act specified) this being the site to which the hospital called Bethlem was to be removed they should save so far as might be otherwise agreed between the Governors and the Purchaser forthwith take down and remove the buildings or structures forming the then existing hospital and might sell and dispose of any materials obtained in pulling down the same.
- (7) The said Act in Section 9 thereof provided that on the completion of the purchase provided for by the Agreement referred to in (1) hereof all the estate and interest of the Governors in the lands at Southwark (that is to say the lands the subject of the said Agreement) should vest and remain vested in the Council as an open space under the Open Spaces Act 1906 subject to the terms and conditions contained in the said Agreement and in the said Bethlem Hospital Act 1926 and affecting the said lands which should be so vested including the obligation of the Governors to enter thereon and remove buildings therefrom.
- (8) The Governors have provided a hospital on the said Monks Orchard Estate and the provisions of Section 8 of the said Act have become operative but the completion of the purchase from the Governors by the Purchaser

[Ch. lxiii.] *Bethlem Hospital* [21 & 22 GEO. 5.]
(*Amendment*) Act, 1931.

A.D. 1931.

has not yet taken place owing to the intervention of the matters next hereinafter appearing.

- (9) The Commissioners have expressed a desire to remove from their present location to a portion of the site and premises agreed to be purchased by the Purchaser and the subject matter of the said Agreement certain mementos of the late War forming the Imperial War Museum and have offered to purchase from the Governors the buildings structures and erections on the whole of the site as they stand (except the surrounding walls railings and gates) which buildings structures and erections are more particularly referred to in the Plan hereunto annexed and therein are as to part coloured red and brown and as to the remainder are within the area coloured green for the sum of £1000 with a view to utilisation of the buildings structures and erections within the area coloured green on the said plan if and when duly and sufficiently legally authorised as a Museum for containing and showing to the Public the said War Mementos or for any other purpose or purposes which may be authorised as hereinafter mentioned which price the Governors have agreed to accept for the same and the Governors the Purchaser and the Council have respectively been applied to by the Commissioners for their agreement and consent thereto and to the retention in situ of the said buildings structures and erections coloured green on the said plan so far as they can legally give the same bearing in mind the provisions of the Open Spaces Act 1906 and the terms and conditions of the Agreement of the 26th of February 1926 and of the said Bethlem Hospital Act 1926 affecting the said lands and premises and their use and dedication as an open space and as a Memorial Park according to the terms of the Agreement in (1) hereof and of the provisions of the said Act and the Governors the Purchaser and the Council are willing to give such agreement and consent upon the terms and conditions hereinafter set out.

Now IT IS AGREED between the parties hereto as follows :—

1. The Governors agree to sell and the Commissioners agree to purchase for the sum of £1000 (to be paid to the Governors immediately after the passing of the Parliamentary Bill hereinafter mentioned) and in consideration of the Commissioners taking over the obligations of the Governors to take down and remove the same as provided by the terms of the Agreement in (1) and the Bethlem Hospital Act 1926 the buildings

structures and erections aforesaid (except the surrounding walls railings and gates) as they stand and as more particularly described in the said plan but as buildings structures and erections only and without thereby conferring any title to or ownership of the soil on which they stand.

A.D. 1931.
—

2. Subject thereto and subject also as hereinafter provided the Purchaser and the Council agree (a) to the foregoing sale and purchase (b) to the retention on the site of such or so much of the said buildings structures and erections as are coloured red and of such or so much of the said buildings structures and erections as are within the area coloured green on the said plan so long as those coloured red are used only in connection with the said open space and those within the area coloured green are used only for the purposes of the said Imperial War Museum or for other authorised purpose or purposes respectively and (c) to the making of such alterations and additions to the buildings structures and erections within the area coloured green as the Commissioners may consider necessary or desirable for the purposes of the said Imperial War Museum or for other authorised purpose or purposes subject to the qualification that no alterations shall be made to the exterior of such buildings structures and erections except with the approval of the Council Provided always and the Purchaser and the Council agree and declare that the Commissioners shall upon the passing of the Parliamentary Bill and the granting to the Commissioners of the Lease hereinafter mentioned be at liberty at any time during the currency of the said Lease to use the said buildings structures and erections so retained for the purposes of the said Imperial War Museum (including any alterations thereof and additions thereto) for any other purpose or purposes (being the other authorised purpose or purposes hereinbefore and hereinafter mentioned) provided the consent in writing of the Council be first obtained.
3. The Commissioners agree to promote at their own expense with all convenient speed and if possible in the present Session of Parliament a Bill with all necessary clauses to validate and legalise the retention on the site of such or so much of the said buildings structures and erections as are coloured red and of such or so much of the said buildings structures and erections within the area of the land coloured green on the said plan and the making of such alterations

A.D. 1931.
—

and additions to the said buildings structures and erections within the area coloured green as aforesaid and their use in connection with the said open space and for the purposes of the said Imperial War Museum or any other authorised purpose or purposes respectively and all such things (including the granting by the Council of the Lease hereinafter mentioned) as may not be in strict accordance with the provisions of the said Agreement of the 26th February 1926 as varied by the Bethlem Hospital Act 1926 or the provisions of the Open Spaces Act 1906 and to use their best endeavours to get the said Bill passed by Parliament Nothing is to be contained or inserted in the said Bill which may have the effect of defeating or curtailing the objects for which the Purchaser purchased the said property and which are set out in the said Agreement of the 26th of February 1926 save in so far as the user of such or so much of the said buildings structures and erections coloured red and of such or so much of the buildings structures and erections within the area coloured green on the said plan and the making of such alterations and additions to the latter as and for the purposes aforesaid may respectively be a variation therefrom The Purchaser and the Council respectively are to be consulted as to the provisions of the said Bill and be furnished with a copy of the same before introduction thereof and are also to be consulted as to any amendments or alterations proposed during the passage thereof through Parliament and their consent is to be requisite thereto In the event of any provision which may have the effect of making any material alteration in this Agreement or of defeating or materially curtailing the objects for which the Purchaser purchased the said property save as aforesaid being contained in the said Bill or being inserted therein whether by way of amendment alteration or otherwise during the passage thereof through Parliament it shall be competent to the Purchaser by notice in writing to that effect given to the Commissioners at any time before the third reading of the said Bill in the House of Commons to require the withdrawal of the said Bill and upon receipt of such notice as aforesaid the Commissioners shall procure the withdrawal of the said Bill and this Agreement shall forthwith take effect in like manner as hereinafter provided as if the said Bill had not been passed within six calendar months from the date hereof.

4. In the event of the said Bill not being passed within A.D. 1931.
six calendar months from the date hereof or within
such further time as may be mutually agreed upon by
the parties hereto the Commissioners will upon
written notice to them by the Purchaser and the
Council or by either of them forthwith at their own
expense take down and remove from the site all the
said buildings structures and erections indicated by
the colours red brown and green upon the said plan
or such of them as the Council may decide are not
required in connection with the said open space
(Except the surrounding walls railings and gates)
and otherwise perform each and every of the obliga-
tions on the part of the Governors as regards taking
down and removing the said buildings structures and
erections as contained in the said Agreement of the
26th February 1926 as varied by the Bethlem Hospital
Act 1926 And the Commissioners agree to hold the
Governors indemnified in all respects as regards the
performance of the obligations of the Governors in
respect thereof in the event of default by the Com-
missioners in complying with the said notice and the
Governors shall not in any event be called upon by
the Purchaser or Council to take down and remove
the said buildings structures and erections or any of
them.
5. In giving effect to the foregoing provisions for demoli-
tion and removal the Commissioners shall (unless
otherwise required by the Council) demolish the
flank wall (at the point marked C on the said plan)
to the wing of the main building as it now exists to
the level of the adjacent wall only.
6. Upon the passing of the Bill provided for by this
Agreement and upon the complete vesting of the
property in the Council the Council will grant and the
Commissioners will take a Lease from the Council of
the land coloured green on the said plan with the said
buildings structures and erections thereon together
with the right to make all necessary or desirable
alterations or additions thereto subject as aforesaid
and with rights of access thereto and all necessary
provisions at a nominal rent of £1 per annum for the
term of 999 years.
7. The reasonable costs of all parties to this Agreement
and all legal expenses consequent thereon or con-
nected therewith shall be borne by the Commissioners.

[Ch. lxiii.] *Bethlem Hospital* [21 & 22 GEO. 5.]
(*Amendment*) Act, 1931.

A.D. 1931. — IN WITNESS whereof the Governors the Council and the Commissioners have hereunto caused their Common Seals to be affixed and the Purchaser has hereunto set his hand and seal the day and year first above written.

Examined and approved by us

L. FAUDEL PHILLIPS Treasurer.
W. PHENÉ NEAL
GEO. T. BROADBRIDGE } Governors.

Seal
of the
Governors.

Signed sealed and delivered by the
said VISCOUNT ROTHERMERE in
the presence of

D. S. MIDDLETON
Geraldine House
Fetter Lane
London E.C.4
Secretary.

ROTHERMERE.

Seal
of the
Purchaser.

Sealed by Order

MONTAGU H. COX
Clerk of the Council.

Seal
of the
Council.

Seal
of the
Commis-
sioners.

PART II.

A.D. 1931.

AN AGREEMENT made this seventh day of May one thousand nine hundred and thirty-one BETWEEN THE LONDON COUNTY COUNCIL (hereinafter called "the Council") of the one part and THE COMMISSIONERS OF HIS MAJESTY'S WORKS AND PUBLIC BUILDINGS (hereinafter called "the Commissioners") of the other part.

WHEREAS this Agreement is Supplemental to an Agreement dated the sixth day of May 1931 made between the Mayor and Commonalty and Citizens of the City of London as Masters Guardians and Governors of the House and Hospital called Bethlem situate without and near to Bishopsgate of the said City of London of the first part The Right Honourable The Viscount Rothermere of the second part the Council of the third part and the Commissioners of the fourth part.

AND WHEREAS this Agreement except so far as regards the sum of £1,000 as hereinafter mentioned is subject to the Authority of Parliament being obtained to the retention of part of the existing buildings structures and erections for the Imperial War Museum and to the granting by the Council of the Lease hereinafter mentioned.

NOW IT IS HEREBY AGREED by and between the Commissioners and the Council as follows :—

1. The land to be utilized by the Commissioners for the purposes of the Imperial War Museum shall be that indicated on the plan hereto annexed and thereon coloured pink forming part of the site of Bethlem Hospital.
2. With all convenient speed but in any case not exceeding six months after the coming into force of the Act of Parliament conferring the necessary powers the Commissioners will demolish all buildings structures and erections now standing on the site of Bethlem Hospital except (a) such of those buildings structures and erections standing on the site coloured pink as are required for the purposes of the Imperial War Museum (b) such buildings structures and erections as are coloured green on the said plan and any other of the existing buildings structures and erections which may be required by the Council to be retained for Parks purposes and (c) the walls railings and gates surrounding the site Such demolition is to be carried out in a careful manner and with as little damage as possible to existing roadways turf and other amenities and making good any damage

A.D. 1931.
—

done The removal of the flank wall (at the point marked A on the said plan) to the wing of the main building as it now exists shall be effected only to the level of the adjacent wall the remainder of such flank wall being faced and made good to the reasonable satisfaction of the Council The York stone paving on that part of the site not included in the Lease to the Commissioners hereinafter mentioned shall be and remain the property of the Council.

3. The Commissioners will before or during the period of such removal use their best endeavours to acquire a lease at a nominal rent for the period of the Lease to be granted by the Council hereinafter mentioned of the land coloured blue on the plan hereto annexed to enable the Commissioners to construct from Brook Street a roadway for Service purposes through the boundary wall of the Park over the land coloured blue and brown on the said plan to the rear of the buildings to be used for the Imperial War Museum and will also with all possible speed take down and make good so much of the boundary wall as is necessary and construct the said roadway over the land coloured blue and brown on the said plan with the necessary entrance gates to the reasonable satisfaction of the Council and no trees are to be interfered with without the consent of the Council.
4. So soon as the Commissioners have demolished the said buildings structures and erections and constructed the roadway before mentioned the Council will grant and the Commissioners will accept a lease of the land coloured pink Together with the rights appurtenant thereto such Lease to be in the form set out in the Schedule hereto subject to any such minor modifications or amendments thereof as may be found necessary or desirable.
5. In the event of the Parliamentary powers hereinbefore referred to not being obtained the Council will immediately upon request itself pay to the Governors of the said Hospital the sum of £1000 referred to in the said Agreement dated the sixth day of May 1931 but without any interest thereon and will also fully perform and indemnify the Commissioners against the obligations of the Commissioners under clause 4 of that Agreement Thereupon and subject to these provisions this Agreement shall become void and of no effect and all the existing buildings structures erections and other materials on the Bethlem Hospital site shall become the property of the Council.

[21 & 22 GEO. 5.] *Bethlem Hospital* [Ch. lxiii.]
(Amendment) Act, 1931.

The SCHEDULE above referred to.

A.D. 1931.

THIS LEASE is made the [] day of []
one thousand nine hundred and thirty- BETWEEN
THE LONDON COUNTY COUNCIL (hereinafter called
“the Council” which expression shall wherever
consistent with the context include their successors
and assigns) of the one part and THE COMMIS-
SIONERS OF HIS MAJESTY’S WORKS AND PUBLIC
BUILDINGS (hereinafter called “the Commissioners”
which expression shall wherever consistent with the
context include their sequels in title) of the other
part.

WHEREAS the land and buildings formerly the site of Bethlem Hospital in the Metropolitan Borough of Southwark in the County of London upon the purchase thereof by Viscount Rothermere became vested in the Council by virtue of the Bethlem Hospital Act 1926 as an open space under the Open Spaces Act 1906 subject to the terms of an Agreement scheduled to the said Act such open space to be dedicated under the name of “The Geraldine Mary Harmsworth Park.”

AND WHEREAS representations were made to Viscount Rothermere and the Council that it would be of great benefit to the nation with no detriment to the Park if the Imperial War Museum were housed in part of the existing buildings on the said site.

AND WHEREAS under or by virtue of a Lease dated the
day of one thousand nine hundred and thirty- and
made between the Ecclesiastical Commissioners for England of
the one part and the Commissioners of the other part the Commis-
sioners are the Lessees of the piece of land coloured blue on the
plan attached hereto for a term of nine hundred and ninety-nine
years from the day of one thousand nine
hundred and at a yearly rent of £
subject to the terms and conditions in such Lease appearing.

AND WHEREAS by virtue of the powers conferred upon them
by the Act 19 the Council
is empowered to enter into these presents which it has agreed
to do upon the terms hereinafter contained.

A.D. 1931.
—

NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the rent hereby reserved and of the covenants by the Commissioners hereinafter contained the Council doth hereby demise and lease unto the Commissioners all that piece of ground in the Metropolitan Borough of Southwark in the County of London forming part of the Geraldine Mary Harmsworth Park (hereinafter referred to as the Park) and being part of the land comprised in the Council's Registered Title No. _____ and is more particularly delineated and coloured pink on the Plan annexed hereto Together with the building or buildings standing thereon to be used as the Imperial War Museum (hereinafter referred to as the Museum) And together with the right (but subject to the approval of the Council being first obtained in respect of any proposed alterations to the exterior of the demised premises) to make all necessary or desirable alterations or additions thereto and to lay and/or maintain all drainage lighting and other services in connection with the Museum any new works for drainage lighting or other services to be executed in a manner approved by the Council as expeditiously as possible and all damage done by such works to be made good by the Commissioners Together also with a right of way at all times in common with the Council and all other persons whom the Council may permit to use the same over the land coloured brown on the said plan such right of way to be used by the Commissioners in continuation of the land coloured blue on the said plan for maintenance and general service purposes only to the Museum And together also with a right of way over the circular drive coloured yellow on the said plan or over such other road as the Council may construct from Lambeth Road to provide an entrance to the Park and the Museum in substitution for the said circular drive Such last mentioned right of way or substituted right of way is not to be used for service vehicles but for foot traffic only except that light vehicular traffic will be allowed by the Council on the occasion of visits by distinguished visitors to the Museum To hold the said premises hereby demised unto the Commissioners for the term of 999 years from the _____ day of _____ 193 _____ but subject to all rights and easements (if any) now existing in or over the said demised premises yielding and paying therefor during the said term in arrear the clear yearly rent of £1 on the _____ day of _____ in every year without any deduction or abatement thereout except the Landlord's property tax the first payment to be made on the _____ day of _____ 193 .

THE COMMISSIONERS HEREBY COVENANT with the Council as follows:—

1. To pay or cause to be paid unto the Council the rent hereinbefore reserved on the days and in manner afore-

A.D. 1931.

2. To bear pay and discharge or indemnify the Council against all taxes rates duties assessments impositions and outgoings whatsoever which now are or at any time during the said term shall be payable by the Landlord or Tenant in respect of the said demised premises or any part thereof except the Landlord's property tax.
3. Not to use the premises hereby demised for any purpose other than for housing the Museum without the consent of the Council in writing first obtained and if the consent of the Council to the user of the said demised premises for any other purpose shall not be given (and the giving of such consent shall be in the absolute discretion of the Council) then and if it shall thereupon be decided not to continue to use the demised premises for the purposes of the Museum the Commissioners shall at the request of the Council but not otherwise demolish all buildings standing on the land coloured pink on the said plan and clear and level the land and do any necessary ancillary works to the reasonable satisfaction of the Council On completion of such work or the handing over to the Council of the said land with the buildings standing thereon as the case may be the term hereby granted shall absolutely cease and determine In connection with such cesser and determination the Commissioners shall if the Council then so require and at the expense of the Council (but otherwise without payment) assign to the Council all the then remaining interest of the Commissioners in the said piece of land coloured blue subject to the Council undertaking and indemnifying the Commissioners against all the obligations of the Commissioners in respect thereof as from the date of such cesser and determination.
4. Subject as hereinafter mentioned to well and sufficiently repair and maintain structurally the said demised premises externally and internally and the appurtenances thereto belonging with all needful and necessary amendments whatsoever.
5. To maintain the roadways coloured blue and brown on the said plan and the entrance gates to the Park from Brook Street and also the roadway from Lambeth Road coloured yellow on the said plan or such alternative entrance as may be provided in lieu thereof to the reasonable satisfaction of the Council and to maintain

A.D. 1931.
—

to the satisfaction aforesaid all drains pipes and cable ducts at present existing or which may hereafter be constructed for service to the Museum and in repairing renewing or maintaining any such drains pipes or ducts doing as little damage as possible to the Park and making good any damage done.

6. To permit the Council their agents servants and workmen for all purposes in common with all other persons lawfully entitled to use the same and the general public on foot only during the continuance of this Lease to use the roadway coloured blue on the said plan for the purpose of obtaining access to and egress from the Park during such times as the Park may be opened to the Public Provided that the Commissioners shall not be responsible for any loss injury or damage or in respect of any claim occasioned by or arising out of such user.
7. To pay to the Council the cost of constructing an approach road from Lambeth Road to the Museum in lieu of the existing circular drive hereinbefore mentioned in the event of the Council deciding to form such alternative access The certificate of the Comptroller of the Council of the cost of constructing such approach road shall be final and binding upon the parties hereto and the sum so certified shall be paid by the Commissioners to the Council within one month from the date of such Certificate.
8. To open and close the Museum at the times to be from time to time agreed between the Council and the Commissioners provided that the time of closing shall not be later than fifteen minutes before the time from time to time fixed by the Council for closing the Park and to keep all entrances to the Park used solely by the Commissioners securely locked during such times as the Park may be closed to the Public.
9. Not without the consent of the Council to erect fix or display or permit or suffer to be erected fixed or displayed or to continue or be in from or upon any part of the demised premises any advertisement board or sign or anything whatever in the nature of an advertisement other than reasonable notice boards or signs which may be necessary or desirable for the purpose of indicating the Museum and the size character and position of which notice boards or signs shall have been first approved by the Council.

10. At the end or sooner determination of the term hereby created to peaceably yield up to the Council the said demised premises so well and sufficiently repaired and maintained as aforesaid. A.D. 1931.
—

PROVIDED ALWAYS that if at any time during the said term the said demised premises shall be destroyed or damaged by fire explosion or tempest or by any other inevitable accident or if for any other reason the Commissioners shall desire to determine this Lease the Commissioners may give to the Council 6 months notice in writing of the desire of the Commissioners to determine the term hereby created and on the expiration of such notice the term hereby created shall absolutely cease and determine but before such expiration the Commissioners shall if required by the Council demolish all buildings or parts of buildings and level the site to the reasonable satisfaction of the Council but nothing in this clause contained shall prevent the Commissioners from rebuilding or reinstating the whole or such part of the said demised premises as may be so destroyed or damaged in accordance with plans drawings and elevations to be first approved by the Council and any portion of the land coloured pink not built upon shall if required by the Council be added to and form part of the Park Provided also that if the Commissioners shall determine this Lease as by this clause enabled they shall if so required by the Council assign to the Council their then remaining interest in the lease of the said land coloured blue on the plan attached hereto upon the same terms and conditions as are mentioned in clause 3 hereof And provided further and these presents are upon this express condition that if and whenever the said rent hereby reserved or any part thereof shall be unpaid for one calendar month after any of the days hereinbefore appointed for payment of the same whether the same shall have been legally demanded or not or if and whenever the Commissioners shall not in all things well and truly observe perform fulfil and keep all and singular the covenants by the Commissioners herein contained then it shall be lawful for the Council to re-enter into the said demised premises or into any part thereof in the name of the whole and the same premises to have again re-possess and enjoy as in its former estate and the Commissioners and all other occupiers thereof thereout to expel these presents or anything herein contained to the contrary notwithstanding.

THE COUNCIL DOTH HEREBY COVENANT with the Commissioners that the Commissioners paying the yearly rent hereinbefore reserved and observing and keeping the several covenants by the Commissioners herein contained may peaceably hold and enjoy the said demised premises during the said term without any interruption by the Council or any person lawfully claiming through under or in trust for the Council.

[Ch. lxiii.]

Bethlem Hospital [21 & 22 GEO. 5.]
(Amendment) Act, 1931.

A.D. 1931.

—

IN WITNESS whereof to one part of these presents the Council has affixed its Common Seal and to a Counterpart thereof the Commissioners have affixed their Common Seal the day and year first before written.

IN WITNESS whereof the Commissioners and the Council have caused their respective Common Seals to be hereunto affixed the day and year first before written.

Sealed by Order

MONTAGU H. COX

Clerk of the Council.

Seal
of the
Council.

Seal
of the
Commis-
sioners.

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR

WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of
Acts of Parliament.

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses :
Adastral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh;
York Street, Manchester; 1, St. Andrew's Crescent, Cardiff;
15, Donegall Square West, Belfast;
or through any Bookseller.