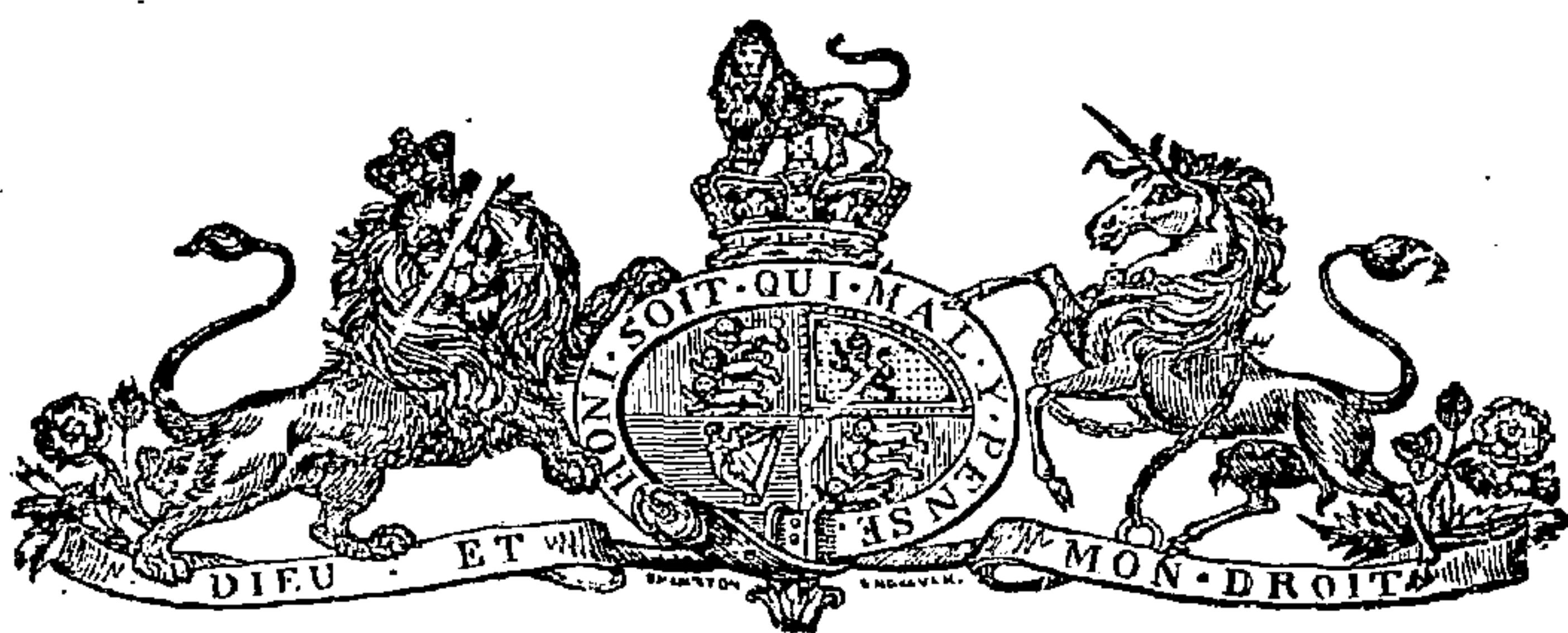




ANNO VICESIMO TERTIO & VICESIMO QUARTO
VICTORIÆ REGINÆ.

Cap. clxxxiv.

An Act for confirming, with certain Variations, an Agreement made in the Year 1682 between the Masters of the Bench of the Honourable Society of *Lincoln's Inn* and *Henry Serle* Esquire, and for the future Government and Regulation of *Serle's Court*, now commonly called *New Square, Lincoln's Inn.* [6th August 1860.]

WHEREAS in and for some Time prior to the Year One thousand six hundred and eighty-two Disputes and Differences had arisen between the Honourable Society of *Lincoln's Inn* and *Henry Serle*, then of *Lincoln's Inn*, Esquire, concerning the erecting of several Buildings on the then open Place of Ground on the South and South-west Side of *Lincoln's Inn* Walls, then called or known by the Name of *Lincoln's Inn Little Fields*, or *Fickett's Fields*: And whereas an Agreement was entered into between the said *Henry Serle* and the then Masters of the Bench of the said Society touching the same, and which Agreement was reduced into certain Articles in Writing under Hands and Seals, bearing Date the Eleventh Day of *July* One thousand six hundred and eighty-two, and duly made and executed between and by the then Masters of the Bench of the said Society of the one Part, and

Recital of Articles of Agreement between Henry Serle and the Masters of the Bench, dated 11th July 1682.

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the said *Henry Serle* of the other Part, and thereby, after reciting that the said *Henry Serle* was seised of and did claim to himself, by virtue of a Title derived to him from the Crown or otherwise, the Soil, Freehold, and Inheritance of the said open Space of Ground, and also reciting that several Disputes and Differences had arisen between the said Masters of the Bench on behalf of the said Society and him the said *Henry Serle*, concerning the erecting of several Buildings upon the said Ground, it was among other things agreed, for settling the said Matters, that so much of the said Ground as was therein-after particularly abutted and bounded, (that is to say,) all that Part of the said Ground from the Walls of *Lincoln's Inn* Southwards to the Rail immediately before Sir *Robert Payton's* Buildings, running parallel with the Way from *Bell Yard* End to *Plough Inn* Stables, and from the Space of Ten Feet Distance from the Houses and Walls on the Eastern Part of the said Field, so far Westward as would run in a just Parallel from North to South with the Corner of the Base Court Wall, and so far further as might run in a parallel Line from North to South within Eight Feet of *Portugal Row* End, should from Time to Time and at all Times thereafter be disposed of, and such Buildings only should be erected thereupon, and the Buildings erected should be employed, in such Manner only as therein-after expressed; and it was further agreed, that the said *Henry Serle*, his Heirs or Assigns, should, at his or their own proper Costs and Charges, within Three Years then next ensuing, erect and build in and upon the said Parcel of Ground so bounded out as aforesaid Three Ranges of Buildings, (that is to say,) One Row or Range of the said Buildings to be erected on the Eastern Part of the said Piece of Ground, and to extend from the South-west Corner of the Kitchen Garden Wall of the said Society on the North Side of the said Field, all along Southward to the Distance of Threescore Feet from the Buildings of Sir *Robert Payton*, and the Second Row or Range of the said Buildings on the West Part of the said Ground to begin at the North End of the then Gardener's House of the said Society, and to extend Southwards to the Distance likewise of Threescore Feet from the Houses on the South Side of the Way from *Bell Yard* to *Plough* Stables, and to range with *Lincoln's Inn* long Wall from *Turnstile* to the then Gardener's House, and the Third Row or Range of the said Buildings on the Southern Side of the said Field, and to extend from the End of the First Row or Range on the Eastern Part of the said Ground to the End of the said Second Row or Range on the Western Part of the said Ground, and to range with the said Houses on the South Side of the Highway from *Bell Yard* to the *Plough* Stables, and Threescore Feet distant from the said Houses, and that a convenient, handsome, and proportionable Gate should be made through the East End of the said Third Range of Buildings, to go out under an Arch to be turned for that Purpose, and that a Gate should likewise be made through the North End of the said Second Range of Buildings, to go out under an Arch to be turned for that

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that Purpose, and that the said Buildings should be erected Three Story high, and no higher, and without a Garret, but the said *Henry Serle* might make Cellars, if he pleased, and that all the Doors of the said Buildings so to be erected should be made in the Inside of the said intended Buildings towards the intended Quadrangle, and none of them on the Outside thereof; and it was thereby further agreed, that the said Buildings, when erected, should be employed and made use of for Chambers for such Persons as then were or thereafter should be Members of the Society of *Lincoln's Inn*, or such Serjeants-at-Law as had formerly been of the said Society, and for no other Purpose whatever, and that the same should be liable to all manner of Duties and Payments, and be regulated according to the ancient and ordinary Orders of the said Society, in such Manner as the then present Chambers of the said Society were at that Time liable to, except only the Restrictions following; (that is to say,) as to such of the said Chambers as should be built on the said Piece of Ground Part of *Lincoln's Inn Little Fields* or *Fickett's Fields* aforesaid, that he the said *Henry Serle*, his Heirs and Assigns for ever, should from Time to Time and at all Times thereafter have the Sale of the said Chambers, and in order thereunto, by some Deed or Writing under his or their Hands and Seals, should from Time to Time for ever assign, nominate, and appoint such Person and Persons, Members of the said Society, or Serjeants-at-Law who had been Members of the said Society, who should enjoy the said Chambers respectively, which said Person or Persons from Time to Time so to be nominated, assigned, and appointed, and no other Person or Persons whatsoever, should be admitted to the said Chambers respectively by the said Masters of the Bench of the said Society, without paying of any Manner of Fine or other Satisfaction to the said Society for such their Admittance, other than the usual Fees to the Officers of the said Society upon Admittances into Chambers, and the usual Fines to the House upon Surrenders of Chambers, (that is to say,) Ten Pounds for a Ground Chamber or a Chamber One Pair of Stairs, Eight Pounds for a Chamber Two Pair of Stairs, and Twenty Nobles for a Chamber Three Pair of Stairs, and that the said Masters of the Bench for the Time being should have no Power to refuse or delay admitting any Person or Persons who should be so nominated upon such Nomination of him or them, paying the Fees and Fines aforesaid, and that no Fine or Income should be paid to the said Society for each first Admittance to the said respective Chambers, and that no Chamber or Chambers so to be built should be liable to any Commons, Arrears, or Duties longer than the same should be in the Possession of the Person or Persons who should owe the same to the said Society; and as to such of the said Chambers as should be built upon the Ground or Soil then belonging to the said Society, it was agreed between the said Masters of the Bench and the said *Henry Serle*, that the said *Henry Serle* should have Six several Assignments for the successive Lives of Six
several

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several Persons, to be named by the said *Henry Serle*, his Heirs or Assigns, successively as the Lives should fall, without paying any Fine or Income to the said Society for the same, other than what was to be paid for the said newly erected Chambers on the said Ground of *Fickett's Fields* aforesaid; and it was thereby further agreed, that he the said *Henry Serle*, his Executors, Administrators, and Assigns, should, at his and their like proper Costs and Charges, erect a good and sufficient Brick Wall, of a Brick and a Half thick and Ten Feet high, to run Southward from the South-east Corner of the said Kitchen Garden Wall, and range equal with the Buildings on the East Side of the said Fields, Ten Feet Distance from the same towards *Bell Yard*, and to extend to that Place, which should range equally with the Outside of the said Third Range of Buildings, and from thence to go again in a direct Line to the South-east Corner of the new Buildings, in Part of which said Wall there should be a sufficient Gate Place, and a sufficient Gate set up, for all Sorts of Carts and Carriages to go in and out thereat; and further, that the said *Henry Serle*, his Heirs, Executors, Administrators, and Assigns, should, at their Costs and Charges, erect and build a good and sufficient Boghouse or House of Office for the Use of the said Society, and a sufficient House for the Gardener of the said Society, to be built between the Backside of the said First Range of Buildings and the said new Wall, and that Part of the said Ground should be made use of as a Laystall for ever for the Use of the said Society; and further, that, at the same Costs and Charges, a sufficient Quantity of the Ground on the Outside of the said Second and Third Range of Buildings for the convenient passing of People to and fro should be handsomely paved with good and sufficient Oaken Posts of Square Timber, set up at convenient Distances from each other on the Outside of the said Pavements; and it was further agreed, that the Waste Ground which should remain and be of the said Piece and Parcel of Ground so bounded out as aforesaid, other than what should be built upon as aforesaid, should from Time to Time and at all Times thereafter lie open, waste, and unbuilt, for the Prospect and Recreation of the said Society and the Members thereof, and that no Chambers or other Buildings should at any Time thereafter be erected or built on the void Piece of Ground called or known by the name of the Kitchen Garden of the said Society, or any Part thereof, without the Consent and Good Liking of the said *Henry Serle*, his Heirs and Assigns of the said intended new Buildings, and that the said Gates to be then erected should be kept by the Porter of the said Society; and it was further agreed between the said Parties, that the said Three Ranges of Buildings, when erected, should at all Times thereafter be called by the Name of *Serle Court*, and that the said *Henry Serle*, his Heirs and Assigns, should at all Times thereafter be seised of the said Piece or Parcel of Ground, Part of the said *Little Lincoln's Inn Fields*, so abutted and bounded as aforesaid, and of the Soil, Freehold, and Inheritance thereof, to and for the Intents and Purposes

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Purposes therein and herein-before expressed and declared, and to and for none other Use, Intent, or Purpose whatsoever, and that the said *Henry Serle*, his Heirs and Assigns, should be at liberty to proceed to build in and upon such Part of the said *Little Lincoln's Inn Fields* or *Fickett's Fields* which lay Westward of the said Ground such Buildings as to him or them should seem meet, without the Disturbance of the said Society; and the said *Henry Serle*, for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, covenanted, promised, granted, and agreed, to and with the said then Masters of the Bench of the said Society, and the Survivors and Survivor of them, and the Heirs, Executors, and Administrators of the Survivors and Survivor of them, that the said *Henry Serle*, his Heirs and Assigns, should and would, from Time to Time and at all Times thereafter, repair, uphold, maintain, and amend the said Boghouse or House of Office, Pavement and Posts, after the same should be erected and set up, and also procure to be emptied the said Boghouse when and as often as Occasion should require, and lay the said Court or void Space of Ground within the new erected Buildings level and fitting for common Use, and from Time to Time and at all Times after the said Chambers and Buildings so to be built on the said Ground belonging to the said Society should be built and set up, during such Time and Estate as he or they should have in the said Chambers and Buildings, repair, amend, maintain, and keep the said Chambers and Buildings in all manner of needful and necessary Reparations, and the same, so repaired, amended, maintained, and kept, at the End of his and their Estates and Interests therein, should leave and yield up unto the said then Benchers of the said Society, and the Survivors and Survivor of them, and the Heirs of such Survivor, and that the said *Henry Serle*, his Heirs and Assigns, for the better strengthening and assuring of the said Articles and the Agreements and Things therein contained, should consent that the same and all the Matters therein contained should be decreed by the High Court of Chancery, and also be ratified and confirmed by Act of Parliament, or by either of the said Ways, as to the said Benchers of the said Society, or the Survivors or Survivor of them, or the Heirs of such Survivor, should seem most convenient: And whereas, in pursuance of the said Articles of Agreement, all the said Three Ranges of Buildings and other Buildings were made by the said *Henry Serle* and his Successors in Title, with all the Doors of the said Chambers inwards towards the said Court or Quadrangle, of which they form Three Sides or Parts of Three Sides, and the said Three Ranges of Buildings or Quadrangle, and the uninclosed Area within the same, have ever since up to the present Time and still are known and distinguished by the said Society by the Name of *Serle Court*, but such Quadrangle is now usually called by the Public by the Name of *New Square, Lincoln's Inn*: And whereas those Parts of the said Three Ranges of Buildings which were built by the said *Henry Serle* and his Successors in Title upon *Lincoln's Inn Little Fields* or *Fickett's Fields* are those Houses or Blocks of Buildings now

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known or distinguished by Numbers from 1 to 10 inclusive in the said *New Square*, and that Part of the said Three Ranges of Buildings which, in pursuance of the said Agreement, were built upon the Ground or Soil belonging to the said Society, are the several Sets of Chambers in the House or Block of Building now numbered 11 in the said *New Square*: And whereas the Six several Persons for whose successive Lives some of the said last-mentioned Sets of Chambers were held have died, and such Sets of Chambers have consequently become the absolute Property of the said Society, and are described in the First Part of the First Schedule to this Act annexed, and as to others of such last-mentioned Sets of Chambers which are described in the Second Part of the said First Schedule Five Lives only have been successively nominated, and upon the Expiration of the Fifth of such Lives, which took place in the Year One thousand eight hundred and forty-seven, no Person made out a Title to nominate the Sixth of such Lives, and thereupon the said Society entered into possession of such Sets of Chambers as Reversioners thereof, and have ever since remained in such Possession, and as to the Remainder of such Sets of Chambers the Six successive Lives for which the same were to be held respectively have not yet expired, and are still the Property of the Successors in Title to the said *Henry Serle*, and are described in the Second Schedule to this Act annexed: And whereas the Gates by the said Articles agreed to be made were not in fact made in strict Accordance with the Provisions of the said Articles, or were subsequently altered, and, previously to the particular Alterations herein-after mentioned to have been made in the Year One thousand eight hundred and forty-five, the Gate, now a Footway only, leading from the said Quadrangle on the South Side thereof, was a Carriageway, and there was an arched Footway leading from the said Quadrangle into *Serle Street*, between the Buildings numbered 9 and 10 in such Quadrangle on the West Side thereof: And whereas after the Date of the said Articles the said *Henry Serle*, or his Successors in Title, built Three small Shops within the said Quadrangle, and certain other Shops under the Gateways leading into *Carey Street* and *Serle Street* respectively, and the said Society have subsequently acquired by Purchase the Fee Simple of and in all the said Shops respectively: And whereas in or about the Year One thousand eight hundred and forty-five, upon the Occasion of building a new Hall and Library in the ancient Pleasure Garden of *Lincoln's Inn*, a large Part of the South End of that Garden was taken and appropriated by the said Society for the Purpose of making a new and very wide Carriageway into *Lincoln's Inn* from *Lincoln's Inn Fields*, and a new Gateway for Carriages and Side Gateways for Foot Passengers were made, at the Expense of the said Society, in the West Wall of the same Garden, at a short Distance from the North End of the said Number 11 of the said Quadrangle, and some new Chambers were built by the said Society upon a Strip of its own Land between the said new Gateways and the said Number 11, and upon the same

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same Occasion the said Carriage Gateway into *Carey Street* was converted into a Footway, by the Enlargement of the Shops under such Gateway, and the said Footway leading into *Serle Street* was stopped up, and the Site thereof and of the Shops therein was converted into Rooms, which were demised by the said Society at a yearly Rent to Messieurs *Whitmore, Roumieu, and Walters*, the Occupiers of adjoining Chambers in the Building numbered 9 in the said Quadrangle: And whereas by various Changes and Alterations made from Time to Time before the Year One thousand eight hundred and forty-five the Hereditaments, Area, and Premises anciently known as *Serle's Court* were thrown open to the ancient Premises of the old House or Building of *Lincoln's Inn*, and the present ornamental Garden, which, together with the Carriageways and Foot Pavement around the same, now form the Area usually known by the Name of *New Square*, was in the Year One thousand eight hundred and forty-five made and has since been maintained by and at the Expense of the said Society: And whereas the Gates for the Time being leading into the said Quadrangle have always been kept by the Porters of the said Society, and the Times of opening and shutting thereof have always been regulated by Orders of the Masters of the Bench of the said Society: And whereas no Provision for watching and lighting, or making and maintaining the Roads and Pavements in the Interior of the said Quadrangle, was made by the said Articles, but the said Society has for very many Years past, at its own Cost, watched and lighted the same, and the Roads and Footways for the Time being therein have been heretofore made, paved, and maintained, partly by the said Society, and partly by the Proprietors and Occupiers of the Chambers in the said Quadrangle: And whereas Chambers have been made in the Basement Stories of all the Buildings in the said Three Ranges, with Areas and Approaches thereto, but such Basement Chambers have not been considered liable to any Fines, Fees, or Dues under the said Articles of Agreement: And whereas the Boghouse or House of Office which was made in pursuance of the said Articles has been in modern Times replaced by Rows of Waterclosets, which were built and have been maintained by the said Society at its own Cost: And whereas all the said Three Ranges of Buildings or Chambers so erected by the said *Henry Serle* have not for many Years past been employed and made use of solely by the Persons, for the Purposes, according to the Regulations, and in the Manner specified in such Articles, according to the true Intent and Meaning thereof, but many of the said Chambers have been actually employed, made use of, and occupied by Persons who were not Members of the said Society, or Serjeants-at-Law who had been Members thereof, although they continued to be used solely for Purposes connected with the Law, and the Proprietors for the Time being of such Chambers, Successors in Title to the said *Henry Serle*, continued to nominate Persons, Members of the said Society, or Serjeants-at-Law who had been Members of the said Society, to be admitted thereto by the said Masters
of

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of the Bench, and paid or caused to be paid all Admission Fines, Fees, and Dues payable in respect of such Chambers respectively under the Provisions of the said Agreement, and such Nominees were admitted accordingly: And whereas the Proprietors for the Time being of some of such Chambers on the Ground, First, and Second Floors respectively, Successors in Title to the said *Henry Serle*, have for some Time past neglected, omitted, or refused to nominate duly qualified Persons to be admitted to such Chambers, and to pay the Admission Fines, Fees, and Dues in respect of such Chambers, according to the said Articles of Agreement, by reason whereof Disputes have arisen between the Masters of the Bench of *Lincoln's Inn* and such last-mentioned Proprietors: And whereas, from the frequent Change of Ownership, and the Variety of Interests of the several Proprietors of and in the said Chambers, it is in many Cases difficult for the said Masters of the Bench to ascertain who actually are the Proprietors, Successors in Title to the said *Henry Serle*, of the said Chambers respectively, and to enforce the Nomination of duly qualified Persons to be admitted, and Payment of the proper Admission Fines, Fees, and Dues in respect thereof, and the Employment of the said Chambers solely for the Purposes authorized by the said Articles of Agreement: And whereas, in order to settle such Disputes, and prevent Litigation, and also to provide hereafter for the proper Use and Employment of the said Chambers so erected by the said *Henry Serle* as aforesaid, and the future Government and Management of all other the Hereditaments and Premises comprised in the said Articles of Agreement, and the better lighting, paving, and watching of *New Square* aforesaid, it is expedient that, in lieu of the Admission Fines, Fees, and Dues payable in respect of the said Chambers upon the Ground, First, and Second Floors respectively, under or by virtue of the said Articles of Agreement, such fixed annual Payment should be made to the said Society in respect of each Set of such last-mentioned Chambers as herein-after mentioned, and that the Claim of the said Society to such Admission Fines, Fees, and Dues, and to have Nominees appointed and admitted in respect of such Chambers, should be extinguished, and that such Arrangement respecting the Payment of Arrears now due in respect of Fines, Fees, and Dues which would have been payable if the said Articles of Agreement had been enforced should be entered into as herein-after contained, and that, in consideration of the lighting, paving, and watching of the said *New Square* by the said Society out of their General Funds, such fixed annual Payment as herein-after mentioned should be made to the said Society in respect of the several Sets of Chambers on the Basement and Third and Upper Floors respectively of the said Buildings, and that proper Powers should be given to the said Society for enforcing Payment of such fixed annual Sums, and that proper Powers for the future Government and Regulation of *New Square, Lincoln's Inn*, aforesaid, should be granted; but the Purposes aforesaid cannot be effected without the Authority of
Parliament:

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Parliament: May it therefore please 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, as follows :

I. The several Sets of Chambers comprised in the said Houses or Blocks of Buildings now known or distinguished by Numbers 1 to 10, both inclusive, in *New Square, Lincoln's Inn*, aforesaid, and the Sites thereof respectively, and the Areas in front and in rear of the said Houses or Blocks of Buildings, or any of them, and such Vaults and Cellars as now exist under the paved Footways and Carriageways in *New Square* aforesaid, or under the vacant Space in rear of the said Houses or Blocks of Buildings or any of them, and are used as appurtenant to any of the said Sets of Chambers, together with all such Rights and Easements over the uncovered Space of Ground (including the ornamental Garden) now known as *New Square, Lincoln's Inn*, aforesaid, and all such other Rights and Easements, not inconsistent with the Provisions of this Act, as the present Owners and Proprietors of the said Chambers now possess or are entitled to, and also such of the several Sets of Chambers comprised in the House or Block of Building numbered 11 in *New Square* aforesaid as are contained in the Second Schedule hereto, shall, from and immediately after the passing of this Act, subject and without Prejudice to the Provisions thereof, remain vested in the present Owners and Proprietors of such Chambers respectively, according to their present existing Estates and Interests therein respectively, subject to all subsisting Leases, Agreements, Charges, and Incumbrances created by such Owners or Proprietors, or their Predecessors in Title, freed and discharged, both as to the said Sets of Chambers and the Owners and Proprietors thereof respectively, from all Stipulations contained in the said Articles as to the Employment and Use of the said Chambers, and from all Claims on the Part of the Honourable Society of *Lincoln's Inn* to have Persons duly qualified according to the said Articles of Agreement admitted to such Chambers, and from all other Claims, Fees, Fines, Dues, Duties, and Payments whatsoever to which the same respectively are or would be subject or liable under the said Articles of Agreement, and from all Arrears thereof respectively; but nothing herein contained shall enable the Owners or Proprietors of any of the several Sets of Chambers comprised in the said Second Schedule to nominate as Persons or a Person for whose successive Lives or Life any of such last-mentioned Sets of Chambers are to be held any Persons or Person not Members or a Member of the said Society, or Serjeants-at-Law or a Serjeant-at-Law, who have or has been Members or a Member thereof.

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Annual
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II. Every Set of Chambers in the said Buildings numbered 1 to 10, both inclusive, and such of the Chambers in Number 11 as are mentioned in the Second Schedule hereto, whether on the Basement or on the Ground Floor, or on any other Floor whatever, shall be subject to the following Rentcharges respectively; that is to say, as to each of such of the same Sets of Chambers as are situate on the Ground Floor or the First Floor to a yearly Rentcharge of Forty Shillings; as to each of such of the same Sets of Chambers as are on the Second Floor to a yearly Rentcharge of Thirty Shillings; and as to each of such of the same Sets of Chambers as are on the Basement or on any other Floor, except the Ground Floor, First Floor, or Second Floor, to a yearly Rentcharge of Ten Shillings; and such several Rentcharges shall be issuing out of the several Chambers which are subject thereto respectively, and be payable to the Trustees for the Time being of the Real Estates of the said Society, yearly on the First Day of *Michaelmas* Term in each Year, and shall commence as from the First Day of *Michaelmas* Term One thousand eight hundred and fifty-eight, the First and Second Payments thereof to be made on the First Day of *Michaelmas* Term One thousand eight hundred and sixty, and shall, except with respect to the Sets of Chambers comprised in the Second Schedule hereto, be payable for ever, but in respect of the Sets of Chambers comprised in the said Second Schedule hereto, shall determine upon the respective Days upon which the last Life of the Six successive Lives for which such Sets of Chambers respectively shall be held shall expire: Provided always, that in case all Fines and Fees on Admission, annual Dues and Arrears of annual Dues, which would have been payable in respect thereof if the said Articles of Agreement had been enforced, shall have been paid within Two Months after the passing of this Act, in respect of any Set of Chambers which shall be actually standing in the Books of the said Society at the Time of the passing of this Act, in the Name of a Person then living, and duly qualified according to the Provisions of the said Agreement, then the first Payment of such Rentcharge in respect of such Set of Chambers shall be made on and not before the First Day of *Michaelmas* Term which shall next succeed the Day on which such admitted Person shall die, or cease to be qualified, or if before such Death or Cesser of Qualification Default shall have been made in any Payment of such annual Dues for the Space of Twenty-one Days after Notice in Writing, signed by the Steward of the said Society, demanding the same, shall have been given to the Proprietor of such Set of Chambers, (in which Notice Reference to this Section shall be shortly made,) then the first Payment of the said Rentcharge shall be made on the Expiration of such Twenty-one Days; but nothing herein contained shall have the Effect of releasing any Person from Payment of all such annual Dues and Duties as he would by the Rules of the Society be otherwise liable to pay as a Member of the said Society.

III. For

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III. For the Purpose of determining what Rooms, Chambers, and Spaces in particular within the said Buildings in *New Square*, numbered from 1 to 11, both inclusive, constitute separate Sets of Chambers within the Meaning of the Second Section of this Act, and for preventing and determining any Disputes respecting the same between the said Society on the one hand, and the Proprietors, Owners, or Occupiers, or any of them, of any of the Chambers within the said Buildings in *New Square*, numbered from 1 to 11, both inclusive, or of any Part of such Chambers, on the other hand, the Treasurer and Masters of the Bench of the said Society shall, on or before the First Day of *November* One thousand eight hundred and sixty, at the Expense of the said Society, make or cause to be made a Schedule in Writing, in such Form as they shall think fit, showing as to all the Rooms, Chambers, and Spaces comprised in the said Buildings which of them constitute separate Sets of Chambers respectively within the Meaning aforesaid, and which of the said several Rentcharges hereby created each such Set of Chambers so constituted is liable to pay, and such Schedule shall be signed by the Treasurer, and from and after the said First Day of *November* One thousand eight hundred and sixty shall be deposited and hung up at the Steward's Office at *Lincoln's Inn*, and Notices in Duplicate of the same having been so deposited, one addressed to the Proprietor and the other to the Occupier, shall be left at each of the said several Sets of Chambers, but it shall not be necessary to name the Proprietor or Occupier in such Notices or in addressing the same; and it shall be lawful for any Proprietor, Owner, or Occupier, within Two Months after such Notice shall have been left as aforesaid, by Notice under his Hand directed to the Treasurer, and left at the Steward's Office, to object to any Parts or Particulars of the Schedule relating to or affecting any Rooms, Chambers, or Spaces in which he has or alleges that he has an Interest, and in any such Notice of Objection the Person giving the same shall state to what Part or to what Particulars of the said Schedule Objection is intended to be made, but it shall not be necessary therein to state the Grounds of such Objection; and in case any Objection shall be made as aforesaid to the said Schedule or any Part thereof, Two Arbitrators and an Umpire shall be appointed in the Manner and with the Powers herein-after mentioned; (that is to say,) the Committee of Proprietors herein-after mentioned shall, within One Calendar Month after the Expiration of the Two Months above mentioned, by Writing under the Hand of the Chairman at any Meeting of the said Committee, appoint such Person as they shall think fit to be One of such Arbitrators, and the Treasurer and Masters of the Bench shall, within the same Period, at some General or Special Council, appoint such Person as they shall think fit to be the other Arbitrator; and such Arbitrators, before proceeding to their Duty, shall by Writing under their Hands appoint an Umpire; and the Arbitrators shall refer any Point or Points as to which they may disagree to the Umpire, whose Decision on such Points shall be binding and conclusive on

Masters of Bench to prepare Schedule of Chambers for the Purposes named in Sect. 2. of this Act, and in case of Disputes, Arbitrators and Umpire to be appointed to revise such Schedule.

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on the Arbitrators; but in case either the Treasurer and Masters of the Bench or the said Committee of Proprietors shall omit to appoint an Arbitrator within the Time limited for such Appointment, the Arbitrator duly appointed by the other Party shall proceed alone; and such Arbitrators or Arbitrator, as the Case may be, shall have Power to confirm, alter, or amend, or partly to confirm and partly alter or amend, all such Parts or Particulars of the said Schedule as shall have been objected to as aforesaid, and shall signify their Determination by making or causing to be made a fresh Schedule, with such Alterations and Amendments, if any, as they or he shall have Power to make as aforesaid and think fit to make therein, and such amended or confirmed Schedule shall be signed, as the Case may be, by the single Arbitrator, or by the Arbitrators, or by One of the Arbitrators and their Umpire, and when so signed shall be final and conclusive on all present and future Owners, Proprietors, and Occupiers of such Chambers as aforesaid, and the said Society, for the Purposes and within the Meaning of the said Second Section; and in case no Objection shall be made as aforesaid to the said original Schedule within the said Period of Two Months, or in case, any such Objection having been made, the said Committee of Proprietors and the said Treasurer and Masters of the Bench shall both neglect to appoint an Arbitrator within the Time limited for that Purpose as aforesaid, then and in either of such Cases the said original Schedule so signed by the said Treasurer of the said Society as aforesaid shall be final and conclusive on all present and future Owners, Proprietors, and Occupiers of Chambers, and the said Society, for the Purposes and within the Meaning of the said Second Section; and the Schedule which shall become final and conclusive, as aforesaid, shall, immediately upon its becoming so final and conclusive, be deposited in the Steward's Office at *Lincoln's Inn*, and a Copy thereof shall forthwith be made at the Expense of the said Society, and hung up and for ever thereafter kept hung up at the said Steward's Office; and it shall be lawful for all Owners, Proprietors, and Occupiers at all reasonable Times to examine and inspect the same, without any Fee or Charge: Provided always, that the Treasurer and Masters of the Bench of the said Society, with the Consent and Concurrence of the Proprietor or Proprietors and Owner or Owners for the Time being of any such Set or Sets of Chambers as aforesaid, and also of every Occupier or intermediate Lessee thereof or of any Part thereof who may be liable to pay the Rentcharge or Rentcharges hereby made payable in respect of such Chambers or any Part thereof, may and they are hereby empowered to alter the said Schedule, so far as respects such Set or Sets of Chambers, in such Manner as may be agreed upon, but so that such Alteration be made only by Addition or Supplement upon or annexed to the said Schedule, explaining the Nature of such Alteration, and signed by the Treasurer of the said Society, and such Proprietor or Proprietors and Owner or Owners and concurring Lessees and Occupiers, if any.

IV. The

Lincoln's Inn Act, 1860.

IV. The said Treasurer and Masters of the Bench, and such Arbitrator or Arbitrators, and their Umpire, shall have full Power and are hereby authorized, at all reasonable Times, for the Purposes of making, amending, or confirming the said Schedule, to enter upon, by themselves or their Agents, all or any Part of the said Buildings numbered 1 to 11 inclusive in *New Square*, or of the Rooms, Chambers, and Spaces contained therein, for the Purpose of inspecting the same, and also to summon any Persons as Witnesses touching the Matters in question or any of them, and to examine such Witnesses on Oath, and to call for and require the Production of any Deeds, Writings, and Documents in the Possession of the said Society, or any Owner, Proprietor, or Occupier of Chambers in the said Buildings numbered 1 to 11 inclusive, relating to such Premises, as they or he may think proper; and it shall be lawful for the single Arbitrator, or the Arbitrators and Umpire, or any Two of them, to make any such Order or Orders in Writing as they may think proper, determining when and by and to whom the Costs of and incidental to the making such altered, amended, or confirmed Schedule, including the Costs of any Witness or Witnesses, or any Part or Parts of such Costs, shall be paid, and the Amount of such Costs, or Part or Parts of such Costs; and every such Order shall be signed by the single Arbitrator, or by both Arbitrators, or by One of the Arbitrators and their Umpire, as the Case may be; and such Schedule, whenever made, shall, for the Purpose of computing what Amount of Rentcharge or Arrears of Rentcharge is payable under the Provisions of this Act in respect of any Set of Chambers, be considered as if it had become final and conclusive on the First Day of *Michaelmas* Term One thousand eight hundred and sixty; and the Payment of any Sum of Money which under the Provisions of this Act would be payable in respect of any Set of Chambers before such Schedule shall be final and conclusive may be postponed till after such Schedule shall be final and conclusive.

V. In case any Arbitrator to be appointed as aforesaid or under the Provisions of this Section shall die, or for any Reason become incapable of acting in the said Arbitration, before all the Duties of the Arbitrators shall be finished, then and as often as the same shall happen the said Treasurer and Masters of the Bench, or the said Committee of Proprietors, as the Case may be, shall forthwith, in manner herein-before mentioned, appoint another Arbitrator in the Room of the Arbitrator so dying or for any Reason becoming incapable as aforesaid; and in case the Umpire to be appointed as aforesaid or under the Provisions of this Section shall die before the Duties of the Umpire shall be finished, then and as often as the same shall happen the Arbitrators for the Time being shall forthwith, in manner herein-before mentioned, appoint an Umpire in the Room of the Umpire so dying or becoming incapable as aforesaid; and any Arbitrator or Umpire appointed under this Section shall have the same Powers in every respect and for every Purpose as if he had been

[*Local.*]

31 Z

originally

Powers of Arbitrators.

Power of Appointment of new Arbitrators.

Lincoln's Inn Act, 1860.

originally appointed an Arbitrator or Umpire under the Provisions of this Act.

Mode of
enforcing
Payment of
Rentcharge.

VI. In case Default shall be made in Payment of any such Rentcharge as aforesaid for Forty Days after the Day upon which the same shall be payable as aforesaid, then, at any Time thereafter, it shall be lawful for the Treasurer and Masters of the Bench of the said Society for the Time being to recover such Rentcharge and all Arrears thereof, and the Costs and Expenses incurred in consequence of such Nonpayment, by Distress and Sale of any Goods and Chattels which shall be in or upon the Set of Chambers in respect of which such Rentcharge shall be payable, by the same Ways and Means in every respect as Landlords can or may be able to recover Rent in arrear, and for such Purpose it shall be lawful for the Treasurer for the Time being of the said Society, by Warrant under his Hand, to authorize and direct their Steward, or such other Person or Persons as he shall think fit, to make such Distress and Sale as aforesaid; and it shall also be lawful for the said Treasurer and Masters of the Bench, at any Time after such Default shall be made as aforesaid, to recover as a Debt against any Proprietor of any Set of Chambers, his or her Heirs, Executors, or Administrators, by Suit or Action in any Court of competent Jurisdiction, brought in the Name of the Steward of the said Society of *Lincoln's Inn*, or any One or more of them the Treasurer and Masters of the Bench for the Time being, any Rentcharge or Arrears of Rentcharge which shall have accrued due during the Ownership of such Proprietor: Provided that in every Case in which any Sum shall have been recovered under the Provisions of this Section by Distress or Sale of any Goods and Chattels belonging to any Occupier or Owner of any Set of Chambers or Part of a Set, or shall have actually been paid by any such Occupier or Owner, without any Distress or Sale having been made, it shall be lawful for such Occupier or Owner to deduct the Sum so recovered or paid from the Rent payable by him in respect of such Set of Chambers to his immediate Landlord; and it shall be lawful for such Landlord, if not the actual Proprietor of such Set of Chambers, to make a similar Deduction from his Rent, and so on in succession, in order that the Liability to pay the same may ultimately attach to the actual Proprietor of such Set of Chambers: Provided always, that nothing herein contained shall affect the Liability under any Agreement between themselves of the respective Proprietors, Owners, or Occupiers of any Set of Chambers to pay the annual Rentcharge hereby made payable.

Provision for
Payments in
Cases where
annual
Dues have
not been
paid.

VII. The Proprietor of each Set of Chambers on the Ground Floor, First Floor, or Second Floor shall (unless all annual Dues which would have been payable in respect thereof up to the First Day of *Michaelmas* Term One thousand eight hundred and fifty-eight if the said Articles of Agreement had been enforced shall have been or shall be paid within Two Months from the passing of this Act) be subject, in addition to the
First

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First and Second Payments of the Rentcharge hereby made payable on the First Day of *Michaelmas* Term One thousand eight hundred and sixty, to the Payment on that Day to the Trustees of the Real Estates of the said Society, in consideration of the Expenses already incurred by the said Society, of the following gross Sums; (that is to say,) a Sum of Eight Pounds in respect of each Set of Chambers as aforesaid on the Ground Floor and First Floor, and a Sum of Six Pounds in respect of each Set of Chambers as aforesaid on the Second Floor: Provided that, in case the actual Amount of annual Dues unpaid in respect of any Set of Chambers up to the said First Day of *Michaelmas* Term One thousand eight hundred and fifty-eight shall be less than the gross Sum hereby made payable in respect of the same Set of Chambers, then the actual Amount of unpaid Dues only shall be payable under the Provisions of this Section, such annual Dues to be considered to be and to be calculated at the Rate of Four Pounds Nine Shillings and Tenpence *per Annum* for each Set of Chambers; and on the Nonpayment, upon the First Day of *Michaelmas* Term One thousand eight hundred and sixty, of any Sum made payable by this Section, it shall be lawful for the said Treasurer and Masters of the Bench at any Time thereafter to recover the same as a Debt by Action or Suit in any Court of competent Jurisdiction, in the Name or Names of their Steward, or any One or more of them the said Treasurer and Masters of the Bench for the Time being, against the Person or Persons who may be the Proprietor or Proprietors of the same Set of Chambers at the Time of the passing of this Act, his or their Heirs, Executors, or Administrators: Provided always, that nothing herein contained shall prejudice the Right of any Proprietor of any Set of Chambers to recover the Amounts paid by him for Rentcharge or gross Sums hereby made payable from any Owner or Occupier who, under any Lease or Agreement, would have been liable to pay the annual Dues in respect of such Chambers if such Dues had been legally enforced by the said Society, but that every such Owner or Occupier shall be subject to the same Liability with respect to the said Rentcharge or gross Sum as he would have been subject to in respect of the said annual Dues if such Dues had been legally enforced by the said Society.

VIII. The Receipt in Writing of the Steward, or of the Person for the Time being exercising the Office of Steward of the said Society, shall be a sufficient Discharge to any Person paying any Sum of Money by this Act made payable to the said Society or to the Trustees of the Real Estates thereof.

Steward's
Receipts to
be sufficient
Discharges.

IX. The uncovered Space of Ground within the Quadrangle in which the said Three Ranges of Buildings are situate, with the ornamental Garden now formed thereon, and all existing Paths, Ways, Passages, and all other the Hereditaments now known as *New Square, Lincoln's Inn*, including the Shops under the Gateway leading from *New Square* aforesaid

All other
Parts of the
Premises
comprised in
Agreement
to be vested
in the Trus-

Lincoln's Inn Act, 1860.

tees of
Lincoln's
Inn.

aforesaid into *Carey Street*, and the Sites thereof, and the Rooms upon the Site of the said former Gateway or Passage into *Serle Street*, and the Site thereof, and also including the said House or Block of Building known as Number 11, *New Square*, and the Site thereof, and the several Sets of Chambers therein, and the vacant Space in rear of the Houses or Blocks of Buildings on the East Side of *New Square*, and the Wall which separates such vacant Space from *Star Yard*, and the Site of such Wall, and all Iron Railings, Kerb, Stones, Copings, Flagstones, Materials of Pavement, and Lamp Posts and Lamp Irons, the Maintenance and Repair whereof are by this Act imposed on the said Society, and all other, if any, the Hereditaments and Premises comprised in the said Articles of Agreement, except the Chambers and other Premises by the First Section of this Act declared to be vested in the present Owners and Proprietors thereof, including in this Exception the Estates, Rights, and Interests of the respective Proprietors of the Sets of Chambers comprised in the Second Schedule hereto, are hereby declared to be, and shall, subject and without Prejudice to the Provisions of the said First Section of this Act, from and immediately after the passing of this Act, be and remain absolutely vested in the Trustees for the Time being of the Real Estates of the said Society, and the same uncovered Area, ornamental Garden, Paths, Ways, Passages, Shops, vacant Space, Wall, Hereditaments, and Premises, and also the several Sets of Chambers comprised in the Buildings numbered from 1 to 11, both inclusive, shall, subject and without Prejudice as aforesaid, from and after the passing of this Act, be united to, amalgamated with, and form an integral Part of the ancient Part of *Lincoln's Inn*; and, subject and without Prejudice as aforesaid, the same Area, ornamental Garden, Paths, Ways, Passages, Shops, vacant Space, Wall, Hereditaments, and Premises, and the said several Sets of Chambers numbered 1 to 11 inclusive, as aforesaid, and the Proprietors, Owners, and Occupiers for the Time being of the said Sets of Chambers, shall, for the Purposes of maintaining Order and Regularity, and preventing and removing Nuisances and Annoyances, be subject to the Government, Control, Management, Rules, and Regulations of the said Society, in the same Manner in every respect as such ancient Part of *Lincoln's Inn* as aforesaid, and the Occupiers of Chambers therein, is and are now subject thereto: Provided always, that this Enactment shall not have the Effect of altering the Limits of the extra-parochial Township of *Lincoln's Inn*, constituted or defined by Acts of Parliament passed in the Years One thousand eight hundred and twenty-nine and One thousand eight hundred and forty-seven respectively, or of the Parish or Parishes in which the Premises hereby vested are situate: Provided also, that nothing herein contained shall prejudice or in any way affect the Exercise by the said Proprietors and the Occupiers of the said Chambers of any existing Right of Way over the Paths, Ways, and Passages hereby vested or declared to be vested in the said Society, but such Right shall nevertheless be exercised subject to such Regulations as the

said

Lincoln's Inn Act, 1860.

said Treasurer and Masters of the Bench may make from Time to Time with respect to the Times, Hours, and Days at and upon which the Gates and Entrances to *New Square* aforesaid shall be open and closed: Provided also, that nothing in this Section contained shall empower the Masters of the Bench of the said Society or their Officers to enter into any of the said Sets of Chambers without the Permission of the respective Occupiers thereof, or to debar or hinder any Occupier from Ingress into and Egress from their respective Chambers at all Times, at their Pleasure, by Day or Night.

X. The Chambers in the said Buildings numbered 1 to 11, both inclusive, shall be used only as the Places of Business of Barristers, Solicitors, Proctors, or Attorneys, or as Offices for Business connected with the Administration or Profession of the Law, or as private Residences for Gentlemen only, and not for Families, and such Chambers may, with, but not without, the Consent of the said Treasurer and Masters of the Bench, be used as Shops for Law Stationers or Law Booksellers, and not as Residences for such Stationers, or Booksellers, or their Servants; and in case at any Time after the passing of this Act any Owner, Proprietor, or Occupier of any Set of such Chambers or any Part thereof shall use the same or any Part thereof for any Purpose not hereby expressed to be permitted, then and so often as the same shall happen it shall be lawful, but without Prejudice to any other Right or Remedy of the Society, or of any Proprietor, Owner, or Occupier, by Injunction or otherwise, for the said Treasurer and Masters of the Bench to recover from such Owner, Proprietor, or Occupier so using such Chambers or any Part thereof, or his Heirs, Executors, or Administrators, by Action or Suit in any Court of competent Jurisdiction, brought in the Name or Names of their Steward, or any One or more of them the said Treasurer and Masters of the Bench for the Time being, the Penalty of Twenty Pounds for every Week or Period less than a Week during which such Set of Chambers or any Part thereof shall be so used as aforesaid.

Chambers
to be used
for Law
Purposes
or private
Residences
only.

XI. The said ornamental Garden and uncovered Space within the said Quadrangle, and the said vacant Space in the Rear of the Houses or Blocks of Buildings on the East Side of the *New Square*, shall be kept and maintained in their existing State, unless the Consent of the Committee of Proprietors of the said Chambers, to be appointed and constituted in manner herein-after mentioned, shall be given to any Alteration, such Consent to be signified in Writing signed by the Chairman of any Meeting of such Committee; and no Building or Erection of any Kind whatsoever shall be made or placed upon any Part of the Hereditaments and Premises hereby vested or declared to be vested in the Trustees for the Time being of the Real Estates of the said Society, except upon the actual Site of any Building or Erection now standing, without the

No Altera-
tion to be
made in the
ornamental
Garden,
without
Consent of
Committee
of Proprie-
tors.

[*Local.*]

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Consent

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Consent in Writing of at least Three Fourths in Number of the Proprietors for the Time being of the said Chambers.

Proprietors and Occupiers to have Access to the ornamental Garden.

XII. The Proprietors and Occupiers of the said Chambers shall, at all reasonable Times, if they require it, have free Access to the said ornamental Garden in the said Quadrangle, and for that Purpose the Steward of the said Society shall, upon the Application of the Proprietor or Occupier of any Set of Chambers, and upon Payment of the Sum of Five Shillings, deliver to such Proprietor or Occupier a Key of the said ornamental Garden, yet so that it shall not be incumbent on the said Society to issue more than One such Key in respect of each Set of Chambers.

Society to pave, light, and maintain New Square.

XIII. The said Society shall, at their own proper Cost and Expense, and out of their general Funds, from and after the passing of this Act, pave, light, watch, drain, cleanse, keep, repair, and maintain the said uncovered Space of Ground, ornamental Garden, and all existing Ways, Paths, and Passages, and other the Hereditaments and Premises hereby vested or declared to be vested in the Trustees for the Time being of the Real Estates of the said Society, except the Iron Railings enclosing the Areas and the Stone Coping thereof, and the Railings on the Entrance Steps and Area Steps to the said several Sets of Chambers; and within Six Months after Payment by the Proprietors of such Sum as shall be agreed upon between the Treasurer and Masters of the Bench of the said Society and the Committee of Proprietors herein-after appointed, the said Society shall likewise renew or thoroughly repair the said Iron Railings enclosing the Areas of the said several Sets of Chambers and the Stone Coping thereof, and also the Railings on the Entrance Steps and Area Steps to each Building, including the Repairs and Reinstatements necessary for keeping the Railings fixed thereon to the Steps to the Entrances on the Ground Floors and to the Areas of the said Buildings numbered 1 to 11 inclusive in the *New Square* aforesaid, and cause the same Railings to be properly painted, and shall for ever thereafter keep the same respectively in good Repair, Order, and Condition in all respects; and when the Sum to be paid to the said Society as last aforesaid has been so agreed upon, the Amount thereof shall be certified at a Meeting of the said Committee of Proprietors by Writing under the Hand of the Chairman of such Meeting, and the Certificate thereof, so signed, shall be final and conclusive; and the Committee of Proprietors shall, within Six Months after the signing of such Certificate, levy and raise from the Proprietors of the several Sets of Chambers in the said Buildings numbered 1 to 11 inclusive the Sum expressed in such Certificate to be payable to the said Society, and any Costs, Charges, and Expenses attending the Collection and Payment thereof, in and by the Proportions, Manner, and Means in and by which

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which the Costs, Charges, and Expenses mentioned in the Twenty-second and Twenty-fifth Sections of this Act are herein-after provided and empowered to be recovered, and the Committee of Proprietors shall forthwith pay the said Sum to the said Society.

XIV. The Treasurer and Masters of the Bench of the said Society shall keep a Book, to be called the Register of Proprietors, and in such Book shall be entered from Time to Time the Names and Addresses of the Proprietors for the Time being of the said Chambers, and the Set or Part of a Set or Sets of Chambers to which such Proprietors shall be respectively entitled, so far as the same respectively shall be known to the said Treasurer and Masters of the Bench; and every Proprietor or Person claiming to be a Proprietor, and every Owner and Occupier, may at all convenient Times inspect such Book *gratis*; and it shall be lawful for every Proprietor or Person claiming to be a Proprietor of any Set of Chambers or Part of any Set or Sets, at any Time and from Time to Time, by a Statement in Writing under his Hand, directed to the Steward for the Time being of the said Society, and left at the Steward's Office, to state his Address, and the Set or Part of a Set of Chambers or Sets of Chambers of which he at the Date of such Statement is or claims to be a Proprietor, and to require that his Name may be placed upon the Register in the Manner mentioned in such Statement; and it shall also be lawful for every Person whose Name shall have been placed on the said Register (in case he was not in fact a Proprietor at the Time when his Name was placed thereon, or has since ceased to be a Proprietor), or the Heirs, Executors, Administrators, or Assigns of any such Person, from Time to Time, by such Statement in Writing as aforesaid, to notify the Fact of his not having been or having ceased to be a Proprietor, and to require his Name to be removed from the said Register; and the said Treasurer and Masters of the Bench shall from Time to Time make such Alterations in or Additions to the said Register as may be necessary; but no Alteration or Addition which shall affect any Person already registered shall be made without the Consent in Writing of such Person, or without One Month's previous Notice being given to such Person, his Heirs, Executors, Administrators, or Assigns; and no Person, except the Treasurer for the Time being of the said Society, shall be entitled to vote or act as a Proprietor in any Matter under the Powers or Provisions in this Act contained, unless his Name shall be upon the said Register of Proprietors: Provided that no Person shall be entitled to be registered as a Proprietor, or to be removed from the Register of Proprietors, unless he shall, if required by the said Treasurer and Masters of the Bench, make a Statutory Declaration, in such Form as they shall direct, to the Effect, as the Case may be, that he is a Proprietor, or has a *bonâ fide* Claim to be one, or that he was not a Proprietor when his Name was placed on the said Register, or has since

A Book to be kept for entering from Time to Time Names, &c. of Proprietors.

Book to be open to Inspection.

ceased

Lincoln's Inn Act, 1860.

ceased to be a Proprietor; and the said Treasurer and Masters of the Bench shall, upon the Request and at the Cost of the Committee of Proprietors, make a Duplicate of the said Register, and from Time to Time correct the same, which said Duplicate Register shall belong to and shall be kept by the Committee of Proprietors in such Place as they shall from Time to Time determine, and shall be open, without Fee or Reward, at all reasonable Times, to the Inspection of every Proprietor or Person claiming to be a Proprietor, and of every Owner and Occupier, in like Manner as the Register herein-before directed to be kept by the said Treasurer and Masters of the Bench.

Appoint-
ment of
Committee
of Proprie-
tors.

XV. The Right Honourable Sir *John Romilly* Knight, Master of the Rolls, *Thomas Hare* Esquire, *Henry Goodford* Esquire, *Charles Meredith* Esquire, *John Eldad Walters* Esquire, *Alfred Erasmus Dryden* Esquire, *George Still Law* Esquire, *George Lake* Esquire, and *William Thomas Carlisle* Esquire, being or claiming to be Nine of the present Proprietors of the said Sets of Chambers, shall be and are hereby appointed, in conjunction with the Treasurer for the Time being of the said Society, a Committee of Proprietors for the Purposes herein-after mentioned, and they, and all Persons to be appointed Members of the said Committee in manner herein-after provided, shall continue Members thereof for Three Years, as to the Persons hereby appointed from the First Day of *August* One thousand eight hundred and sixty, and as to every Person so to be in future appointed from the First Day of *August* in the Year in which he shall be appointed, in case he shall so long remain Proprietor of any Set of Chambers; but the Members for the Time being of the Committee of Proprietors shall have full Power to act in every respect until their Successors have been appointed, although the Time for which they are or shall have been appointed shall have expired; and every of the said Nine Persons hereby appointed, and every Person in future to be appointed a Member of the Committee of Proprietors, shall always while continuing to be a Proprietor be capable of Re-appointment; and the Treasurer for the Time being of the said Society shall from and after the passing of this Act be at all Times an *ex-officio* Member of the Committee of Proprietors; and the future Members of the Committee of Proprietors, with the Exception of the Treasurer for the Time being of the said Society, shall from Time to Time be elected from among the Proprietors of the said Sets of Chambers by the Majority of such of the Votes of the whole Body of the said Proprietors as shall be given at a General Meeting of Proprietors to be convened and held in manner herein-after provided, and every Member of the Committee of Proprietors so elected shall have the same Powers in all respects as the Members hereby appointed: Provided always, that in case any Member of the Committee of Proprietors shall not be or shall have ceased to be a Proprietor within the Meaning of this Act, and the same shall

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shall not be notorious, no Act or Resolution of any Meeting of the Committee at which he may have attended previously to such Disqualification becoming notorious shall be avoided or vacated in consequence of there not having been, as herein provided, Three Members present, independently of such unqualified or disqualified Member, unless the Committee for the Time being shall so determine.

XVI. The Steward or other Person for the Time being exercising the Office of Steward of the said Society shall, by Notice in Writing under his Hand given to every Proprietor of the said Sets of Chambers within Two Weeks after the First Day of *June* One thousand eight hundred and sixty-three, and within Two Weeks after the First Day of *June* in every Third Year which shall happen after the Year One thousand eight hundred and sixty-three, convene a General Meeting of the Proprietors of the said Sets of Chambers, to be held at the Time and Place therein specified, such Time to be not less than Three Weeks or more than Six Weeks after the First Day of *June* in the Year in which such Meeting shall be convened, for the Purpose of electing a new Committee of Proprietors, and the Members of such Committee may at any such Meeting be increased or decreased; and in case any Vacancy or Vacancies shall, from Death, Resignation, ceasing to be a Proprietor, or otherwise, occur in the Committee of Proprietors in the course of any such triennial Period, the Steward of the said Society shall, at the Request in Writing of not less than Three of the Proprietors of the said Sets of Chambers, by like Notice in Writing under his Hand given to every Proprietor of the said Sets of Chambers, convene a General Meeting of the Proprietors of the said Sets of Chambers to be held at the Time and Place therein specified, such Time to be not less than Three Weeks from the Time of giving such Notices, for the Purpose of electing a Member or Members of the Committee of Proprietors to fill up such Vacancy or Vacancies; and, notwithstanding anything herein contained, the Person or Persons so elected shall remain a Member or Members of the Committee of Proprietors so long only as the Person or Persons respectively in whose Place he or they shall have been elected would have remained if he or they respectively had ceased to be a Member or Members thereof by Effluxion of Time.

XVII. Any Meeting of Proprietors may be adjourned as often as necessary; and every Proprietor shall be entitled to nominate in Writing under his Hand any other Proprietor to vote and act for him by Proxy at any such Meeting or Adjournment thereof, and every Proxy shall only continue in force for the particular Meeting for which the same shall have been given, and for every Adjournment thereof; and the Appointment of such Proxies shall be in the Form or to the Effect following; (that is to say,)

[Local.]

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I,

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‘ I, the undersigned, One of the Proprietors of Chambers in New
 ‘ Square, Lincoln's Inn, do hereby appoint (A.B.) to be my Proxy,
 ‘ to vote and act for me at a General Meeting of the said Proprietors
 ‘ to be held on the Day of , and at
 ‘ every Adjournment thereof at which I may not be present. Dated
 ‘ this Day of .’

And every Person who shall have appointed such Proxy as aforesaid shall, for the Purposes of the General Meeting, and of every adjourned General Meeting for which such Proxy shall have been appointed, be considered as present by such Proxy, and all the Votes and Acts of the Proxy in that Capacity shall be as valid and effectual as the Votes and Acts of the Person who may have appointed such Proxy would have been if he had been present, and personally voted and acted at such Meeting; and at every such Meeting One of the Proprietors then present shall be elected Chairman; and each Proprietor, including the Treasurer for the Time being of the said Society, shall be entitled to One Vote for each Set of Chambers of which he may be the Proprietor; and the Chairman, besides his other Vote or Votes, shall, when there shall be an Equality of Votes, have a Casting Vote, and shall have full Power and Authority to determine every Question which may arise as to the Validity of the Vote or Votes of any Person tendering the same, or of any Proxy, if such Validity shall be questioned; and if such Validity shall not be questioned every Vote of any Person whose Name shall for the Time being be upon the said Register of Proprietors shall be valid, although such Person may not be in fact a Proprietor, or may be One of several Proprietors present, and voting in right of One and the same Set of Chambers.

In what
Manner
Committee
to be sum-
moned.

XVIII. The Steward of the said Society, or other Person for the Time being exercising the Office of Steward, may, and at the Request in Writing of any Three Proprietors for the Time being shall, or any Two Members of the said Committee may, at any Time or Times and from Time to Time, by Notice in Writing under his or their Hand or Hands to the respective Proprietors for the Time being constituting such Committee, and to the Treasurer of the said Society at the Steward's Office, *Lincoln's Inn*, call a Meeting of the Committee of Proprietors at the Time and Place and for the Purposes in the said Notice to be mentioned; and such Committee, when so called, shall have Power from Time to Time thereafter to adjourn, and meet at such Times and Places as they shall think proper; and the said Steward, or such other Person as the Treasurer of the said Society shall from Time to Time appoint, shall act as Honorary Secretary to the said Committee, and shall keep Minutes of its Proceedings.

Three to
form a
Quorum, and
Chairman to

XIX. The Committee of Proprietors shall be competent to act if Three of the Members thereof shall be present; and at every Meeting or adjourned Meeting of such Committee One of the Members present shall

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shall be elected Chairman ; and all Questions, Matters, and Things which shall be proposed, discussed, or considered at any such Meeting shall be decided by a Majority of the Votes of the Members then present ; and the Chairman, besides his Vote as a Member of the Committee, shall, when there shall be an Equality of Votes, have a Casting Vote, and such Decision shall be binding on the said Committee of Proprietors, and the said Proprietors, Owners, and Occupiers, and upon the said Society, so far as relates to the several Sets of Chambers in respect of which the said Treasurer is hereby authorized to vote.

be elected,
and have a
Casting Vote.

XX. Provided, That, in case the Treasurer for the Time being of the said Society shall at any Time, from Illness or other sufficient Cause, be unable to attend any such Committee Meeting or General Meeting of Proprietors as aforesaid, it shall be lawful for him, by any Writing under his Hand, to appoint any One of the Masters of the Bench of the said Society for the Time being to act as his Substitute at such Meeting, and any Substitute so appointed shall have the same Powers in every respect as the said Treasurer would have had if present at such Meeting ; and if no Objection to such Appointment shall appear on the Minutes of Proceedings at such Meeting, such Appointment and its Validity shall thenceforth be admitted without further Evidence.

Treasurer of
the Society,
if incapacitated
from attending,
to appoint a
Substitute.

XXI. The Proprietors of the several Sets of Chambers comprised in the said Houses or Blocks of Buildings in *New Square* aforesaid, so numbered 1 to 11 inclusive as aforesaid, shall in all things uphold, paint, cleanse, repair, amend, and maintain, and, if need be, rebuild, such Houses or Blocks of Buildings respectively, with the Staircases, Steps, Areas in front and in rear of such Houses or Blocks of Buildings, Railings, (unless and until the Obligation to repair such Railings shall fall upon the said Society, under the Provisions herein-before contained,) and Approaches thereto, including the Pavement of the said Areas, and for these Purposes the Treasurer of the said Society, on behalf of the said Society, shall be deemed the Proprietor of the Chambers and Rooms in Number 9 so built on the Site of the old Footway as aforesaid, and also of the Shops under the Gateway leading from *New Square* aforesaid into *Carey Street*, and of each Set of Chambers comprised in the said First Schedule, and of each Set of Chambers in the Second Schedule, in respect of which the last of the Six successive Lives for which the same shall be holden shall have expired ; and in case any Question shall arise between any Two or more Proprietors as to the Necessity of or otherwise in respect of any Repairs, Works, or Rebuilding, or the Costs and Expenses thereof, it shall be lawful for the Committee of Proprietors, on the Application in Writing of any One of such Proprietors, to determine, in any Manner they shall think fit, having regard to the Circumstances of each Case, what Repairs or Rebuilding shall be executed, and in what Manner and within what Time, and to apportion and allot the Costs and Expenses of such Repairs or Rebuilding to or between any One or more of such Proprietors,

Proprietors
to repair,
&c., and
Committee
to settle
Disputes
between
Proprietors.

and

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and to make such Order and give such Directions in the Premises as the Committee of Proprietors shall in their absolute Discretion think fit, and they shall signify such Determination by a Notice or Notices in Writing, signed by the Chairman of the Meeting at which such Determination shall be made, to each Proprietor interested in such Determination, and such Determination shall be final and conclusive.

Committee of Proprietors to direct Repairs to be done by Proprietors, and in case of Default Committee to do such Repairs, and recover Amount from Proprietors liable.

XXII. It shall be lawful for the Committee of Proprietors, at any Time, by Notice in Writing signed by the Chairman of any Meeting of such Committee, to direct any Proprietor or Proprietors to make, do, and perform such Rebuilding, Repairs, and Amendments to the Foundations, Roofs, main Walls, and Timbers of the said Sets of Chambers, or any One or more of them, and to the Staircases, Steps, Railings (unless and until as aforesaid), and Approaches thereof, and to do such external colouring, cleansing, or painting, and also such colouring, cleansing, or painting to the said Staircases, as such Committee shall think fit, within a Time to be specified in such Notice, and to give such other Directions as the Circumstances of the Case may require, so that it shall be specified in every such Notice in what Proportion and in what Manner in every respect the Costs and Expenses of the Rebuilding, Repairs, Amendments, colouring, cleansing, or Paintings directed to be done shall be paid and borne by the respective Proprietors required to make, do, and perform the same; and in case Default shall be made in making, doing, or performing any Works directed to be done by the said Committee of Proprietors, either on the Application of any Proprietor or otherwise, at the Time directed in any such Notice as aforesaid, it shall be lawful for the Committee of Proprietors to make, do, and perform, or cause to be made, done, and performed, any such Works in respect whereof Default shall be made as aforesaid, and to demand and recover from the Proprietor or respective Proprietors who shall have made such Default as aforesaid the Costs, Charges, and Expenses of and incidental to making, doing, and performing such Work as aforesaid, or such Proportion thereof as he or they respectively ought to have borne by virtue of the Notice directing him or them to make, do, and perform the Works respecting which Default shall have been made as aforesaid, and all other Costs, Charges, and Expenses which the said Committee of Proprietors may have been put to by reason of such Default having been made by him or them as aforesaid; and in case any Proprietor shall neglect or refuse to pay any Money which shall be payable by him to the said Committee of Proprietors under this Section for Thirty Days after the same shall have been demanded by Notice in Writing given to such Proprietor, it shall be lawful, at any Time thereafter, for the said Committee of Proprietors, by any Warrant signed by the Chairman of any Meeting of the Committee of Proprietors, to authorize and direct such Person as they shall think fit to levy the Sums of Money so refused or neglected to be paid, and all the Costs, Charges, and Expenses caused by the Nonpayment thereof, by Distress and Sale of any Goods and Chattels

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Chattels which shall be in or upon the Set of Chambers in respect of which such Default shall have been made as aforesaid, in the same Manner in every respect as Landlords can or may be able to recover Rent in arrear; and it shall also be lawful for the said Committee of Proprietors to recover the Money so refused or neglected to be paid as a Debt from the Person or Persons refusing or neglecting to pay the same, his, her, or their respective Heirs, Executors, or Administrators, by Action or Suit brought in any Court of competent Jurisdiction, in the Name of the Members of the said Committee of Proprietors for the Time being, or any Two of them: Provided that in every Case in which any Sum shall have been recovered, under the Provisions of this Section, by Distress or Sale of any Goods and Chattels belonging to any Occupier or Owner of any Set of Chambers, or any Part thereof, or shall have actually been paid by any such Occupier or Owner before or after any Distress or Sale having been made, it shall be lawful for such Occupier or Owner to deduct the sum so recovered or paid, or any Part thereof, from the Rent payable by such Occupier or Owner in respect of such Set of Chambers or Part thereof to his immediate Landlord, and for such Landlord, if not the actual Proprietor thereof, to make a similar Deduction from his Rent, and so on in succession in order that the Liability to pay the same may ultimately attach to the actual Proprietor or Proprietors of such Set of Chambers, but subject nevertheless and without Prejudice to any Agreement for the Time being subsisting between such Proprietors, Owners, and Occupiers respectively, or any of them; and it shall also be lawful for such Occupier or Owner, in the Absence of and without Prejudice to any such Agreement as aforesaid, to recover such Sum or Damages from the Proprietor or Proprietors of such Set of Chambers by Action in any Court of competent Jurisdiction.

XXIII. The Sum or Sums of Money, Costs, Charges, and Expenses which the Committee of Proprietors shall certify in Writing under the Hand of the Chairman of any Meeting of such Committee to be payable or recoverable in respect of any Set of Chambers or Part thereof, under or by virtue of the Provisions of this Act, shall, as between the Owners and Proprietors thereof and the Committee of Proprietors, be a First Charge on such Set of Chambers or Part thereof, but without Prejudice to any other Powers and Remedies hereby given to the Committee of Proprietors for recovering Payment thereof; and if the Committee of Proprietors for the Time being shall at any Time or Times certify in Writing as aforesaid that the Costs, Charges, and Expenses which they shall demand, in pursuance of this Act, or any Part thereof, having regard to the Nature of the Work for which the same shall have been required, ought to be wholly or partially charged on the Inheritance of any Set of Chambers, it shall be lawful for any Proprietor of such Set of Chambers or any Part thereof, notwithstanding that he or she shall be entitled only for an Estate for Life or for some less Estate, and

Expenses,
&c. of re-
building,
&c. may be
charged on
Inheritance.

[*Local.*]

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although

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although such Proprietor may be a married Woman, and also for the Guardian of any infant Proprietor, or the Committee of a Proprietor who shall be lunatic or *non compos mentis*, by Deed, to charge the said Set of Chambers or Part thereof, as the Case may be, and the Inheritance thereof, with the Payment of the Sum so certified by the said Committee of Proprietors, together with Interest thereon, after the same shall have been demanded as aforesaid, and either before or after the same shall have been paid by or on behalf of such Proprietor, and to raise the same Principal Sum by Mortgage in Fee, with or without a Power of Sale of the said Set of Chambers, or Part thereof, as the Case may be, which Mortgage shall bear Interest at such Rate as shall be agreed on, not exceeding Five Pounds *per Centum per Annum*, and shall be as valid and effectual as if the Estate or Interest of the Person making the same were an Estate in Fee Simple absolute, subject only to such Charges and Incumbrances, if any, subsisting at the Time of the Execution of such Mortgage, as shall be prior in Creation to the Estate of the Mortgagor in the Premises comprised in such Mortgage: Provided always, that the Principal Money so to be advanced shall be repaid by not less than Twenty and not more than Thirty equal annual Instalments, and that every Tenant for Life or other Person having only a limited Interest in the Set of Chambers so mortgaged shall be bound to pay the Interest and Instalments which from Time to Time shall become due and payable during the Continuance of his Title to such Chambers; and on the Termination of such Title, by Death or otherwise, the Inheritance shall remain chargeable with not more than Six Months Arrears of Interest then due, and One Half of the last Instalment of Principal Money then due, and the Interest and Instalments thereafter to become due.

Power to
Committee
to appor-
tion Rent-
charge.

XXIV. In case there shall at any Time be more than One Proprietor of any Set of Chambers or any Part of a Set, whether they shall be respectively Proprietors of distinct Parts thereof or of undivided Shares of the Entirety, or of any distinct Part thereof, it shall be lawful for the Committee of Proprietors, on the Application in Writing of any One or more of such Proprietors, to apportion, by Writing under the Hand of the Chairman of any Meeting of the said Committee, to be deposited in the Steward's Office at *Lincoln's Inn*, the Rentcharge hereby made payable in respect of such Set of Chambers as between the respective Proprietors thereof, in such Manner as under the Circumstances of each Case, and having regard to the Statements of such Proprietors, to be given as herein-after mentioned, they shall think fit; but such Apportionment shall not in any Manner affect or prejudice the Rights or Remedies of the said Society herein-before given in respect of such Rentcharge: Provided that, in case it shall appear to the Committee of Proprietors that all the Proprietors of the said Set of Chambers have not concurred in such Application, they shall give such Notice as they shall think

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think necessary of their Intention to make such Apportionment to every other Person who shall appear to them to be a Proprietor thereof; and every Proprietor of such Set of such Chambers may be heard before such Committee either in Person or by Attorney, or may make any Statement in Writing, directed to the Chairman of any Meeting of the said Committee, with respect to any Matter relating to such Apportionment: Provided always, that in case only One or more but not all the Proprietors of such Set of Chambers shall desire such Apportionment, it shall be lawful for the said Committee to apportion such Rentcharge as between such One or more Proprietors on the one hand and the other Proprietors on the other hand, without making any Apportionment as between such other Proprietors, and at the same Time, if desired so to do, to apportion the Part so apportioned for any Two or more Proprietors between or amongst such Two or more Proprietors.

XXV. The Costs, Charges, and Expenses incurred on behalf of the said Society in applying for, preparing, and passing this Act shall be paid by the said Society out of their general Funds. The Committee of Proprietors may pay or agree to pay to such of the Proprietors of Chambers in *New Square* aforesaid as have undertaken the Charge of watching and protecting the Interests of the Proprietors in the Progress of this Act through Parliament, all the Costs and Expenses of and incidental thereto; and all Costs, Charges, and Expenses which shall be lawfully incurred by the Committee of Proprietors for the Time being in or about the Execution of the Duties or Powers by this Act imposed or conferred on them, including the Costs and Expenses which they are empowered to pay as aforesaid, although not then actually paid, shall be borne and paid by all the Proprietors of the said Sets of Chambers rateably according to the respective Amounts of the several and respective Rentcharges hereby made payable in respect of their respective Sets of Chambers, or of the several and respective Rentcharges which, but for the Continuance of the Payment of Dues, would be payable in respect thereof, the Chambers in the First Schedule hereto being considered for the Purposes of this Clause as subject to Rentcharges of the same Amount as are hereby made payable in respect of the other Chambers in *New Square* on corresponding Floors; and if Payment thereof, on Demand, shall be refused or neglected to be made, it shall be lawful for the Committee of Proprietors to recover the respective Amounts of such Proportions of Costs, Charges, and Expenses by Distress and Sale in the Manner provided by the Twenty-second Section of this Act, but with the same Rights, Remedies, and Liabilities, as between Occupiers, Owners, and Proprietors respectively, as are provided or reserved by the same Section: And it shall also be lawful for the Committee of Proprietors to recover the respective Amounts of such Proportions of Costs, Charges, and Expenses from the Person or Persons so refusing or neglecting, his or their respective Heirs, Executors, or Administrators, by Action or Suit,

Expenses of Act and of Committee of Proprietors, how to be paid.

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Suit, brought in any Court of competent Jurisdiction, in the Name of the Members of the said Committee of Proprietors for the Time being, or any Two of them.

Ast to Notices directed, &c. to be given to Proprietors.

XXVI. Every Notice in Writing by this Act directed or authorized to be given to a Proprietor of any Set or Part of a Set of Chambers shall be given in Manner following, (that is to say,) by leaving such Notice at such Set of Chambers directed to the Proprietor thereof, and in addition by sending a Duplicate of such Notice by Post directed to the Person or every Person, if more than One, whose Name shall for the Time being appear on the said Register as the Proprietor or Proprietors, or as claiming to be the Proprietor or Proprietors of such Set or Part of a Set of Chambers, to his registered Address; and every Notice so given in Writing shall for all Purposes whatsoever be deemed to have been given to and received by the actual Proprietor of such Set or Part of a Set of Chambers on the Second Day after the Day on which such Notice shall have been left at such Set of Chambers, or as to all such registered Proprietors on the Second Day after the Day on which the Duplicate thereof shall have been posted, addressed as aforesaid, whichever Day shall last happen.

Receipt of Three Members of Committee to be a sufficient Discharge.

XXVII. The Receipt of any Three Members of the Committee of Proprietors for the Time being shall be a sufficient Discharge to any Person paying any Money by this Act made payable to the said Committee.

Definition of the Terms "Proprietors" and "Owners."

XXVIII. The Person or Persons for the Time being beneficially entitled to the Possession or Receipt of the Rents and Profits of any Set of Chambers or Part of a Set of Chambers, and if more than One Person whether entitled in undivided Shares or as Joint Tenants, for any Estate of Freehold, whether for Life or any greater Estate, or for a Term of Years determinable on a Life or Lives, or for any Term not less than Forty Years, or the Residue of such a Term, shall for the Purposes of this Act be taken to be the Proprietor or Proprietors of such Set of Chambers; and in case more than One Person shall be entitled as aforesaid to any One Set of Chambers, only One of such Persons shall be entitled to attend Meetings of the said Proprietors, or to vote, whether personally or by Proxy, at such Meetings; and if more than One such Person shall claim to be entitled to attend and vote, the Person having the greatest Interest in the Set of Chambers shall be the Person entitled to attend and vote, and in case of Equality of Interests the Person whose Name stands first on the Register of Proprietors shall be so entitled; and the Treasurer for the Time being of the said Society shall for all the Purposes of this Act be deemed to be the Proprietor of the Chambers or Rooms in the Building numbered 9 in *New Square* as aforesaid, built on the Site of the Footway so stopped up as aforesaid, and of each Set of Chambers comprised in the said

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said First Schedule, and of each Set of Chambers in the said Second Schedule, in respect of which the last of the Six successive Lives for which the same shall be holden shall have expired: Any Person having any Estate or Interest in any Set of Chambers other than a Proprietor or mere Occupier for a less Term or Interest than as Tenant from Year to Year shall for the Purposes of this Act be deemed an Owner of such Set of Chambers.

XXIX. In case any Proprietor of any of such Chambers or any Part thereof shall be an Infant, Lunatic, Idiot, or Feme Covert, his Guardian, Trustee, Committee of Estate, or Husband, as the Case may be, shall, for the Purposes of voting at such General Meetings of the Proprietors, making such Applications to the Committee of Proprietors, calling such Meetings of the said Committee, and receiving such Notices of Meetings, or such Notices from the said Committee, as aforesaid, be substituted and empowered to act in the Place of such Proprietor, and the Steward for the Time being of the said Society shall, upon Request, enter upon the said Register of Proprietors, in addition to the Name of the Proprietor, the Name and Address of every such Guardian, Trustee, Committee, or Husband, as the Case may be.

Provision
for voting,
&c. of Pro-
prietors
under Dis-
ability.

XXX. No material Alteration in the Exterior of any Part of the said several Ranges of Buildings, nor any new Opening or Passage leading from *New Square* aforesaid into any Street or Place adjoining thereto on the Outside thereof, shall be made without the previous Consent of the Treasurer and Masters of the Bench of the said Society and of the said Committee of Proprietors, and in no event shall any Door be made in any of the said Houses or Blocks of Buildings opening into or communicating with any Street or Place adjoining the *New Square* aforesaid on the Outside thereof.

No material
Alteration to
be made in
New Square
without Con-
sent, and
no Entrances
except in the
Inside of the
Square.

XXXI. The Proprietors of the said Chambers, Successors in Title to the said *Henry Serle*, shall be and are hereby discharged from all Liability to keep up, amend, and cleanse the Boghouse, Pavements, and Posts in the said Articles of Agreement mentioned; and they and the Occupiers for the Time being of the said Chambers shall have the Use of the said Waterclosets now maintained by the said Society, and such Houses of Office and Waterclosets as may hereafter at any Time belong to and be used by the said Society, and also the Pumps which now or hereafter may belong to the said Society, in the same Way and under the same Regulations as the Members of the said Society who are not Masters of the Bench of the said Society.

Proprietors
discharged
from Duty of
keeping the
Boghouse,
and to have
Use of those
of the
Society.

XXXII. All the Provisions contained in the said Articles of Agreement, so far as they are not hereby altered or varied, or are not inconsistent with this Act, shall be and are hereby confirmed.

Articles of
Agreement,
so far as not
affected by
this Act,
confirmed.

[*Local.*]

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XXXIII. Nothing

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Saving
Rights of
Persons
(if any)
entitled to
nominate the
Sixth Life to
Chambers in
Part 2. of
First Sched-
ule.

XXXIII. Nothing herein contained shall prejudice or affect the Right, if any, of any Person to nominate the Sixth Life in respect of the Sets of Chambers comprised in the Second Part of the First Schedule, or either of them; and in case any Person shall lawfully make such Nomination, the Set of Chambers in respect of which such Nomination shall be so lawfully made shall, notwithstanding anything herein contained, remain and vest in the same Manner in every respect and in the same Persons as if such Set of Chambers had been originally included among the Sets of Chambers comprised in the said Second Schedule, and as if the Name of the Person making such Nomination had been originally inserted in the said Second Schedule as the Name of the Proprietor of the Set of Chambers in respect of which such Nomination shall have been made.

Person
making such
Nomination
to be bound
by this Act.

XXXIV. In the event of any such Nomination being lawfully made, the Person making the same shall be bound by all the Provisions of this Act, so far as the same are applicable to the Set of Chambers in respect of which such Nomination shall be made.

General
Saving of
Rights.

XXXV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies and Body Politic and Corporate, Collegiate or Ecclesiastical, Corporation Aggregate or Sole, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Society, and the several Parties whose Rights, Claims, and Interests are intended to be bound by this Act,) such Right, Title, Interest, Claim, and Demand as they or any of them would have had or been entitled to in case this Act had not been made.

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The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

FIRST PART.

No. 11, Serle Court, or New Square :

Basement :

One Set of Chambers on the South Side of the Building.

Ground Floor :

One Set of Chambers on the South Side of the Entrance Passage.

SECOND PART.

No. 11, Serle Court, or New Square :

Basement :

One Set of Chambers on the North Side of the Building.

Ground Floor :

One Set of Chambers on the North Side of the Entrance Passage.

SECOND SCHEDULE.

No. 11, Serle Court, or New Square :

First Floor :

A Set of Chambers on the North Side of Staircase, the present Proprietor whereof is James Anderson, Esquire, Q.C.

A Set of Chambers on the South Side of Staircase, the present Proprietor whereof is William Harry Surman, Esquire.

Second and Third Floors :

Two Sets of Chambers on the North Side, the present Proprietor whereof is William John Phelps, Esquire.

Two Sets of Chambers on the South Side, the present Proprietor whereof is Roundell Palmer, Esquire, Q.C.

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