



CHAP. vi.

An Act to enable the Crystal Palace Company to grant leases of certain portions of their land. A.D. 1869.
[13th May 1869.]

WHEREAS by virtue of a special licence from the Board of Trade, dated the 22nd of September 1852, and granted in pursuance of "An Act for the registration, incorporation, and regulation of joint stock companies," (7 & 8 Vict. c. 110.,) the Crystal Palace Company were authorized to take and hold certain lands, comprising about 389 acres, mentioned in the said licence, and by a royal charter granted by Her Majesty on the 28th day of January 1853, the said company were empowered to take and hold the said lands comprised and described in the said licence, and by a supplemental charter granted by Her Majesty on the 22nd of December 1855, the company were authorized to acquire additional lands, comprising about 20 acres :

And whereas by Acts passed in the years 1853, 1854, and 1856, and entitled respectively "The Crystal Palace Company's Act, 1853," "The Crystal Palace Company's Act, 1854," and "The Crystal Palace Company's Act, 1856," the said company acquired additional powers with respect to the purchase, holding, and sale of lands : And whereas under and by virtue of the said licence, charters, and Acts of Parliament, the said company are now seised of considerable freehold lands situate at Norwood in the county of Surrey, and comprising about 192 acres 2 roods 9 perches :

And whereas the capital of the said company consists of the following particulars ; that is to say, a sum of one million two thousand six hundred and seventy-five pounds ordinary stock, a sum of one hundred and sixty thousand three hundred and ninety-five pounds preferential stock, carrying a preferential dividend of seven per centum per annum, and a sum of three hundred and twenty-seven thousand pounds debenture stock, which by virtue of the sixth section of "The Crystal Palace Company's Act, 1856," is subject to a fixed dividend at any rate not exceeding six per centum

A.D. 1869. per annum, and forms the first charge upon the undertaking and lands of the company :

And whereas there are certain portions of the freehold lands of the company which are not required for their immediate purposes, and it would be highly beneficial and expedient for the interest of the company that they should have power conferred on them of granting leases of the said lands for building and other purposes, subject to the reservations and restrictions herein-after contained :

And whereas the said lands over which the company are desirous of obtaining such powers are shown upon a plan signed by the Right Honourable the Lord Monteagle, the chairman of the committee, to whom the Bill for this Act was referred in the House of Lords, and are upon the said plan coloured red :

But inasmuch as these purposes cannot be effected without the authority of 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 :

Extent of lands affected by the Act.

1. The expression "the said lands," wherever the same is herein-after contained, shall be taken to refer to and to comprise the lands so coloured red in the aforesaid plan.

Powers to grant leases for a term not exceeding 21 years at a rack-rent.

2. It shall be lawful for the said company at any time after the passing of this Act, by indenture sealed by the said company with their common seal, to lease all or any part of the said lands, with the appurtenances, for any term of years not exceeding twenty-one years, to take effect in possession and not in reversion, or by way of future interest, and at the best rent that can be reasonably obtained for the same, so that there be not any fine, premium, or foregift taken for the making thereof, and so as the rent be made payable half-yearly or oftener, and there be reserved sufficient power of entry for securing the payment of the rent and the performance and observance of the lessee's covenants therein contained, and so as the lessee be not thereby made dispunishable for waste, and so as the lessee execute a counterpart of the lease, and, subject as aforesaid, every such lease may be on such terms and conditions as the said company may think reasonable.

Power to grant building leases for a term not exceeding 99 years.

3. It shall be lawful for the said company at any time after the passing of this Act, by indenture sealed by the said company with their common seal, to lease all or any part of the said lands, with the appurtenances, for any term of years not exceeding ninety-nine years, to take effect in possession and not in reversion, or by way of future interest, to any person or persons who may be willing to

erect thereon houses and buildings for private residences, or as regards only so much of the said lands as lies between the letters A. and D. on the said plan, with a view to the maintenance and exhibition therein of zoological or other collections, and with or without liberty for the lessee to lay out and appropriate any part or parts of the lands to be comprised in any such lease as and for accommodation lands, gardens, pleasure grounds, yards, or other conveniences for the use of tenants of the said houses and buildings, and also to allot any part of the lands to be comprised in any such lease as and for streets, roads, courts, sewers, or otherwise for the use of the tenants of the said houses and buildings, or for the general improvement thereof, and with or without any liberties, easements, or privileges which are usual in leases of a similar description, so as there be reserved by every such lease the best and most improved yearly rent that can be reasonably obtained for the premises comprised therein at the time of the granting of such lease or the contract for the same, payable half-yearly or oftener, during the continuance of the term thereby granted, and so as any such lease be made without any fine, premium, or forfeiture, or anything in the nature thereof for or in respect of the granting of the same, and so as in every such lease made for the purpose of having buildings erected there shall be contained a covenant on the part of the lessee to build, complete, and finish such buildings within a time to be therein specified for that purpose, and so as in every such lease there be contained on the part of the lessee a covenant for the due payment of the rent to be thereby reserved, and (subject to the provisions in this behalf herein-after contained) of all taxes, rates, and impositions whatsoever affecting the lands therein comprised (except property tax), and also a covenant for keeping the buildings to be erected and built in repair during the term thereby granted, and also a covenant for keeping the houses and buildings (subject to the provisions in this behalf herein-after contained) insured from damage by fire to the amount of three fourths at least of the value thereof in one of the public offices of insurance to be selected by the said company, and to lay out the money to be received by virtue of such assurance, and also all such other sums as shall be necessary in rebuilding, repairing, and reinstating such houses and buildings as shall be destroyed or damaged by fire, and also to surrender the possession of and leave in good condition the houses or buildings to be erected on the premises therein comprised, on the expiration or other sooner termination of the term to be thereby granted, and so as in every lease there be reserved a power for the company, their surveyors, workmen, or agents, to enter upon the premises and inspect the condition thereof, and a proviso of re-entry for nonpayment of the rent

A.D. 1869. — thereby reserved for any space not exceeding forty days, or for non-performance of any of the covenants or agreements on the part of the lessee therein contained; and every such lease may also contain any other covenants, provisoes, conditions, restrictions, and stipulations which shall appear reasonable to the company, and that the respective lessees execute counterparts of their respective leases.

Power to enter into contracts for granting leases and afterwards to grant leases pursuant thereto.

4. It shall be lawful for the company by themselves, or by any person or persons acting on their behalf, to enter into any contract in writing, either conditional or absolute, for making or granting any lease authorized to be granted under the provisions of this Act, and in every such contract to reserve power to rescind and vary the same, and to agree when and as any of the said land or buildings agreed to be let, or any part thereof shall be respectively built upon, laid out, or improved in the manner and to the extent to be stipulated in such contract by one or more indenture or indentures, to lease the same lands or buildings or any part thereof to the person contracting to take the same as aforesaid, or his or her executors, administrators, or assigns, for the remainder of the term to be specified in such contract, and in such parcels and subject to such portion of the yearly rent to be specified in such contract as shall be thought proper, and to agree that the yearly rent may be made to commence at any such periods within two years from the date of such contract, and may be made to increase periodically as in such contract shall be expressed, but so nevertheless that the full yearly rent shall be made to commence at a period not exceeding five years from the date of the said contract: Provided also, that there may be contained in every such contract as aforesaid such further or other agreements and stipulations as to the said company shall seem reasonable.

Power to the company to insure buildings comprised in lease and to charge the tenants with the premiums.

5. It shall be lawful for the company, if they shall think fit, in any lease to be granted under the powers of this Act to cause to be omitted the covenant on the part of the lessee herein-before directed to be inserted for keeping the houses and buildings comprised in such lease, or to be erected and built on the lands therein comprised, insured from loss or damage by fire, and in lieu of such covenant to insert, or cause to be inserted, in any such lease a covenant on the part of the said company to keep such houses and buildings insured from loss or damage by fire to the amount of three fourths at least of the value thereof, and to lay out the money which shall be received by virtue of such insurance in substantially rebuilding and repairing such houses or buildings, and to cause to be inserted in such lease such covenants and provisions for securing to the company the repayment of the sum or sums of money which

shall be paid by them in effecting or keeping on foot any such insurance, as the said company shall think fit. A.D. 1869.

6. It shall be lawful for the company to release any person with whom any contract may have been entered into in pursuance of this Act from the performance of the same, and to enter into any new contract according to the provisions of this Act with the same or any other person, and also to accept a surrender of all or any part of the lands comprised in any such contract, or comprised in any lease to be granted under any of the powers therein-before contained, and upon any such surrender to grant according to the powers therein-before contained, either to the person surrendering or to any other person, one or more new lease or leases of the lands so surrendered or any part thereof upon such terms, as to the remuneration of the person surrendering, as to the company should seem reasonable; and it shall be lawful for the company upon any such surrender as aforesaid, if they shall think fit, to grant as new lease or new leases of the lands so surrendered, either to the person surrendering the same or to any other person, for any term of years not exceeding the then unexpired residue of the term granted by the surrendered lease, at a rent equivalent to the amount of the rent which was reserved by the surrendered lease in respect of the entirety of the lands surrendered.

Powers to release, enter into new contracts, and accept surrenders of leases.

7. If the company should at any time enter upon and resume or recover possession of any lands comprised in any lease or contract to be granted or entered into under the powers of this Act by virtue of any condition of re-entry therein contained, then and in every such case it shall be lawful for the said company, if they shall think fit, to grant leases or enter into contracts to grant leases, and afterwards to grant leases of the same lands and every or any part thereof, pursuant to the powers and subject to the restrictions therein contained.

On recovery of possession of any lands under a condition of re-entry, new leases may be granted.

8. If any lease or grant purporting to have been granted or made by virtue of this Act shall by reason of any technical error or informality in exercising the powers of this Act be void or voidable, then and in every such case it shall be lawful for the said company, if they shall think fit, to confirm such lease or grant, or to make a new lease or grant of lands therein comprised, pursuant to the powers and subject to the restrictions therein contained, in lieu of such void or voidable lease for any term of years not exceeding the then residue of the term of years granted or purported to be granted by such void or voidable lease, and at and under a yearly rent or yearly rents, which shall be not less in amount than the yearly rent reserved by such void or voidable lease.

Power to confirm leases which may be void or voidable by reason of any technical error or informality.

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Receipts endorsed upon leases to be evidence of execution of counterparts.

9. A memorandum in writing under the hand of the secretary, solicitor, or agent of the company, endorsed upon any lease to be granted under the powers of this Act, acknowledging that he has received such counterpart of the said lease as is hereby required to be executed, or a recital or statement in such lease to the effect that such counterpart has been duly executed, shall in favour of the lessee and of all persons claiming under him be conclusive evidence that such counterpart was duly made and executed pursuant to the provisions of this Act.

Protecting palace and grounds.

10. No lease shall be granted under this Act empowering the erection of any manufactory on the said lands, or the erection or maintenance of any building or structure injurious to the Crystal Palace, its park, or pleasure grounds, and a covenant on the part of the lessees or lessee against the erection or maintenance of any such manufactory, building, or structure shall be inserted in every lease of any portion of the said lands.

Powers subject to approval of general meeting.

11. The powers herein-before conferred upon the company of granting leases of the said lands, or of any part thereof, shall be exercised by the directors of the company, provided that this Act shall have been previously submitted to a meeting of the company duly convened with notice of the matter, and that the exercise generally of the said powers by the directors shall have been approved by the votes of not less than three fourths of the proprietors present in person or by proxy at such meeting.

As to application of rents.

12. All rents reserved by any lease or leases granted under any of the powers herein-before contained, and all other (if any) the annual income derived from the said lands, shall be applied in the first place towards the payment of the dividend for the time being of the debenture stock of the company, and subject thereto towards the payment of the dividend on the preferential stock of the company: Provided always, that nothing in this Act contained shall in any manner enlarge or diminish the rights of the holders of preferential stock.

As to deposit of plan.

13. A duplicate of the said plan, authenticated by the seal of the company, shall within fourteen days after the passing of this Act be deposited with the clerk of the peace for the county of Surrey, and the provisions of the Act (1 Vict. cap. 83.), being "An Act to compel clerks of the peace for counties, and other persons, to take custody of such documents as shall be deposited with them under the standing orders of either House of Parliament," shall apply to the said plan as though it were one of the documents referred to in the said Act, and until the deposit of the said plan

7 W. 4. & 1 Vict. c. 83.

the powers of this Act with respect to the said lands shall not be A.D. 1869.
exercised by the company.

14. This Act may be cited for all purposes as "The Crystal Short title.
Palace Company's Leasing Act, 1869."

15. The costs and expenses of and incident to the passing of this Costs of Act.
Act shall be paid by the company.

