



CHAPTER cxcix.

An Act for enabling the President and Fellows of Sion College, within the City of London, to grant Building and Improving Leases of certain Lands in the said City, and to sell the same Lands and to acquire other Lands, and for carrying into effect an arrangement relating to Sion Hospital; and for other purposes.

A.D. 1875.

[11th August 1875.]

WHEREAS by letters patent of His late Majesty King Charles the First, bearing date the third day of July in the sixth year of his reign, after reciting (amongst other things) that Thomas White, late vicar of the parish of St. Dunstan-in-the-West, by his will provided, in manner therein specified, three thousand pounds for the buying of a house to make a college of the ministers, rectors, and vicars, lecturers and curates, within the city of London and the suburbs thereof, and also an almshouse fast by the college for ten men and as many women to dwell in, and that a house and certain buildings in the parish of St. Alphage-within-Cripplegate in the city of London were being got ready for a college and almshouse, and also for a library to be established therein at the cost of John Simson, clerk, one of the executors of the will of the said Thomas White, the said King Charles for himself, his heirs and successors, willed and granted that the said house and buildings in the parish of St. Alphage-within-Cripplegate in the city of London should be a college to be styled Sion College within the city of London of all and singular the rectors and vicars of churches, lecturers and curates, within the city of London and the suburbs thereof, who should have been or thereafter be canonically instituted in any of those churches, and should for the time being have authority to preach from the Bishop of London, and be resident there and duly constituted priests, who should be called by the style of the President and Fellows of Sion College within the city of London, of whom one (to be elected as therein mentioned) should be and be called the president of the college, and two others (to be nominated and elected as therein mentioned) should be and be

Letters patent of King Charles I., dated 3rd July 1630.

A.D. 1875.
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called deans, and four others should be and be called assistants, and the rest of the aforesaid rectors and vicars, lecturers and curates, should be and be called Fellows of the College, and that the said almshouse should be a hospital for ten poor men and ten poor women (to be chosen as therein mentioned) to dwell in, and to be called the Hospital of the President, Deans, and Assistants of Sion College within the city of London, and the said King Charles thereby fully founded and established the said college and hospital. And by the same letters patent the said King Charles further willed and ordained that all rectors and vicars, lecturers and curates, being duly constituted priests and canonically instituted in churches within the city of London and the suburbs thereof, or thereafter to be so instituted, and being resident there, and so long as they should be so resident, should be members of the said college, and a body corporate and politic, by the name of the President and Fellows of Sion College within the city of London, and by that name he made them a body corporate and politic, and thereby ordained that they should have power to gain and acquire goods, chattels, and hereditaments of all kinds, subject to the limitations therein expressed, and to prosecute and defend legal proceedings everywhere, and to have and at pleasure alter a common seal, and to do all other things which other bodies politic within the realm of England might do. And by the same letters patent the said King Charles specially authorised John Simson and John Keeling, the executors of the last will of the said Thomas White, to give, grant, and alienate to the President and Fellows of the said college and their successors for ever any manors, messuages, lands, tenements, tithes, or rentcharges late part of the said Thomas White's real estate, and not being holden in capite of the Crown or by military service, provided the same hereditaments should not exceed one hundred and sixty pounds a year in annual value, free from incumbrances, the Statute of Mortmain or any other statute or thing to the contrary notwithstanding. And by the same letters patent the said King Charles granted to the said President and Fellows and their successors that the said President, Deans, and Assistants for the time being, or the greater part of them, should be governors and rulers of the said almshouse, and the poor persons from time to time dwelling therein in (amongst other matters) the matter of making disposition of such lands and hereditaments as should be given for the purposes of the said almshouse and poor persons, for their benefit, and for carrying out from time to time everything else relating to the said almshouse and poor persons, pursuant to regulations to be made for the government of the same. And by the same letters patent the said King Charles further granted to the said President and Fellows and their successors power to acquire

and hold any manors, messuages, lands, and other hereditaments whatsoever, situate in England and not being holden immediately in capite of the Crown or by military service, (besides the said hereditaments, late of the said Thomas White, of the annual value of one hundred and sixty pounds,) provided that the hereditaments to be so acquired should not in the whole (over and above the said one hundred and sixty pounds) exceed the yearly value of sixty pounds free from all incumbrances, the Statute of Mortmain or any other statute to the contrary notwithstanding. And the said King Charles thereby also empowered any subject of the Crown to give, grant, sell, devise, or alienate to the said President and Fellows and their successors any manors, messuages, lands, or other hereditaments whatsoever not being holden in capite of the Crown or by military service; provided that the hereditaments to be given, granted, devised, or alienated to the said President and Fellows and their successors by virtue of the said letters patent now in recital should not in the whole (exclusive of the said annual revenue of one hundred and sixty pounds) exceed sixty pounds a year in annual value, free from all incumbrances, the Statute of Mortmain or any other statute or thing to the contrary notwithstanding :

A.D. 1875.

And whereas by deed dated the fifth day of July one thousand six hundred and thirty-one, the said John Simson and John Keeling conveyed to the President and Fellows of Sion College aforesaid (who are herein-after called "the President and Fellows") and their successors absolutely a piece of land with buildings thereon situate in the said parish of Saint Alphage-within-Cripplegate (being the house and buildings mentioned in the said letters patent), the same having been purchased by the said John Simson and John Keeling as such executors as aforesaid for a site for the said college and almshouse, and the said college (including the library mentioned in the said letters patent) and also the said almshouse were established upon the said piece of ground.

Conveyance of London property to President and Fellows, 5th July 1631.

And whereas by letters patent of His late Majesty King Charles the Second, bearing date the twentieth day of June in the sixteenth year of his reign, the said King Charles the Second confirmed the herein-before recited letters patent of His late Majesty King Charles the First :

Letters patent of King Charles II., dated 20th June 1664.

And whereas in the year one thousand six hundred and sixty-six the said college, library, and almshouse, were burnt down, but the same were sometime afterwards rebuilt on parts of the said piece of land, and other parts thereof were let on building leases, and the rents of the buildings erected under such leases were received by the President and Fellows and applied to the general purposes of the said college, until the date of the decree herein-after recited, at

Burning and rebuilding of college and almshouse.

A.D. 1875.

which date the President and Fellows had under the authority of the said several letters patent become and were seised and possessed (partly for their own use and benefit and partly as trustees for the charitable purposes of the said hospital or almshouse), as well of the said property in the city of London, as also of what is in the said decree called "the farm at Bradwell" (meaning twenty-eight equal one hundred and third parts of the manor of Bradwell, and certain farms called Bradwell Hall and Hockley in the county of Essex), and the other farms and property mentioned in the same decree :

Decree of
the Court
of Chancery,
dated 15th
March
1836.

And whereas by a decree of the High Court of Chancery, made on the fifteenth day of March one thousand eight hundred and thirty-six, in an information in which his then Majesty's Attorney General at the relation of Robert Rising and James Scott was informant and the President and Fellows were defendants, it was declared that the rents of the said property in the city of London purchased for the college and almshouse, and the rents of the said farm at Bradwell belonging to the college, ought in the first place to be applied in maintaining and repairing the said college and almshouse, and in paying all rates and assessments in respect thereof, and that subject thereto the surplus of such rents belonged to the said college exclusive of the almspeople, and that the rents of certain farms at Beaches in the county of Essex, and Tyler's Causeway in the county of Hertford, and the dividends arising from certain sums of bank and South Sea annuities therein mentioned belonged to the almspeople exclusive of the college :

And whereas the hereditaments specified in the schedule to the agreement scheduled to this Act constitute the whole of the said property in the city of London, and the legal estates in the same hereditaments and in all other the real property mentioned in the said decree are vested in the President and Fellows :

And whereas the several sums of annuities mentioned in the said decree are now represented by a sum of two hundred and three pounds three shillings and one penny bank three pounds per centum annuities, standing in the name of the President and Fellows :

And whereas the President and Fellows are also possessed of a sum of three thousand one hundred and forty-nine pounds three shillings like annuities, and of a sum of two thousand one hundred and sixty-two pounds cash, representing accumulations of rents by the said decree declared to belong to the said college as aforesaid, and which have been accumulated under the provisions of an Act of Parliament which received the royal assent on the twenty-sixth day of August one thousand eight hundred and forty-six, authorising the college to borrow money by way of annuity :

And whereas the correctness and finality of the herein-before recited declaration in the said decree contained, with respect to the said property in the city of London, have recently been impeached by Her Majesty's Attorney General, and he directed proceedings to be taken for setting aside the same :

And whereas, in order to obviate further litigation, it has been proposed on behalf of the college by way of compromise, and assented to by Her Majesty's Attorney General, that the said property in the city of London, and also the said sums of three thousand one hundred and forty-nine pounds three shillings bank three pounds per centum annuities, and two thousand one hundred and sixty-two pounds cash, should be divided between the said college and the said hospital, on the terms and in manner and subject to the provisions specified in the agreement set forth in the first part of the schedule to this Act annexed, dated the ninth day of July one thousand eight hundred and seventy-five, and made between John Moxon Clabon, solicitor to Her Majesty's Attorney General, acting on behalf of the hospital of the one part and the President and Fellows of the college of the other part :

And whereas such a division as aforesaid would be just and proper, but in order to carry the same completely into effect it is necessary that arrangements should be made, whereby the said almspeople should cease to reside in the present almshouse, and it is intended that application shall be made to the High Court of Chancery for the settlement of a scheme for that purpose and for the regulation and management of the hospital and the property thereof, and it is desirable that full powers should be given for the settlement of such scheme, having regard to the altered condition and circumstances of the charity :

And whereas the scheduled hereditaments are from their situation particularly eligible for the sites of buildings, and it would be highly advantageous to the President and Fellows and their successors that they should be empowered to grant building and improving leases of all or a part or parts of the hereditaments specified in the second part of the said schedule, and also that they should be empowered to purchase any small piece or pieces (not exceeding in the whole seven hundred and fifty square yards) of adjacent land convenient to be held and dealt with in connexion with the last-mentioned premises and the proposed improvements thereof :

And whereas it may become expedient that the said library, which contains a large and increasing collection of very valuable books (the property of the President and Fellows) which are already too numerous to be conveniently disposed therein, and also the hall and other buildings occupied by the President and Fellows, should be removed to a new site convenient for the purposes

A.D. 1875. of the said college and the members thereof, and accordingly it would be highly advantageous to the President and Fellows that they should be empowered, with a view to such removal, to purchase and hold lands suitable for such a new site, and should also be empowered, with a view to such purchase, to sell all or any part or parts of the premises specified in the second part of the said schedule :

And whereas it may be necessary or convenient that the President and Fellows, or their successors, should borrow money for making improvements in the premises, specified in the second part of the said schedule, as an inducement to builders and other persons to accept building leases thereof ; and it is expedient that they should be empowered to raise such moneys by mortgage upon the security of the same premises, or some part or parts thereof :

And whereas the several purposes aforesaid 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 ; (that is to say,)

Confirmation
of agree-
ment.

1. The agreement set forth in the first part of the schedule to this Act annexed, dated the ninth day of July one thousand eight hundred and seventy-five, and made between John Moxon Clabon, solicitor to Her Majesty's Attorney General, acting on behalf of the said almshouse or hospital of the one part and the President and Fellows of Sion College of the other part, is hereby confirmed and shall have effect according to the tenor thereof, and the said hospital and college respectively are hereby empowered to do and concur in all things necessary for carrying out the same, and the herein-before recited decree of the High Court of Chancery, made on the fifteenth day of March one thousand eight hundred and thirty-six in the suit of Attorney General versus Sion College, so far as the same is inconsistent with the terms of the said agreement, is hereby abrogated, but in all other respects the said decree shall remain in force.

Court of
Chancery
may settle
scheme for
almspeople.

2. In settling a scheme for the said hospital, the High Court of Chancery may, if the said Court shall think fit (but without prejudice to all powers and authorities of the said Court in the exercise of its ordinary jurisdiction over charities), sanction the proposed exchange in the aforesaid agreement mentioned between the hospital and the college, and may authorise the granting of building leases, or any other dispositions of the property of the hospital (which leases and dispositions shall be valid, notwith-

standing any restraining or other statute), and may in such scheme either provide for the purchase of a site and the erection of a new almshouse in any locality, in substitution for the existing buildings, or may provide that the benefits of the charity shall be in future enjoyed by the objects thereof in the shape of pensions, or otherwise, without residence in an almshouse, and may make provision for the regulation and management and the appointment of the objects of the charity by trustees to be appointed in such manner as the Court shall think fit, and may for the purposes aforesaid alter or repeal any of the provisions of the respective letters patent of King Charles the First and King Charles the Second in the preamble to this Act mentioned.

A.D. 1875.

3. It shall be lawful for the President and Fellows, and their successors, from time to time to demise and lease all or any part or parts of the lands and hereditaments specified in the second part of the said schedule with their respective appurtenances, (but as to any part or parts of the said premises which at the date of the passing of this Act are in lease, subject and without prejudice to the existing leases thereof,) to any person or persons (including corporations) who may be willing to improve or substantially repair the present or any future buildings on the said premises, or any of them, or to erect and build other buildings in lieu thereof, or to erect and build any house or houses or other building or buildings on any part or parts of the same premises, whereon no building is or shall be standing, or who shall be willing to annex any of the said premises to buildings erected and built or to be erected and built on the said premises, or any part thereof, or otherwise to improve the said premises or any part or parts thereof, in manner in every case to be specified in the lease or respective leases to be granted thereof, or in any contract or contracts or agreement or agreements for such lease or leases for any term or number of years absolute, not exceeding eighty years, to take effect in possession, and not in reversion or by way of future interest; and with or without liberty for the lessee or lessees under any such lease, his or their executors, administrators, or assigns to take down all or any buildings or building which may be standing on the premises in such lease comprised, and to convert and dispose of the materials thereof to and for such uses and purposes as shall be in such lease expressed, and with or without a stipulation that the lessee or lessees shall lay out and appropriate any part or parts of the premises to be comprised in such lease as and for a yard or court, or yards or courts, to the messuage or messuages or other building or buildings which may have been or may be built on the demised premises, or as or for ways, passages, sewers, drains, or otherwise, for the use or con-

President and Fellows empowered to grant building and improving leases of lands, &c. specified in second part of schedule.

A.D. 1875.

venience of the respective lessees, tenants, or occupiers of the premises, or as or for streets, places, paths, or passages, or for the improvement of the premises generally, and also with or without liberty for the lessee or lessees to dig, take, and carry away such earth, clay, sand, loam, and gravel as it may be found convenient to remove in view of or for effecting any of the aforesaid purposes. So as there be reserved by every such lease the best and most improved yearly rent or rents that can or may reasonably (due regard being had to the contract or agreement, if any, for such lease prior to improvements made on the demised hereditaments), be had or gotten for the premises therein comprised, such rent or rents to be made payable half-yearly or oftener, free from all deductions whatsoever, and so as every such lease be made without any premium, fine, or foregift, or anything in the nature of a fine (except the surrender of any lease existing at the date of the passing of this Act) being taken for or in respect of the making of the same. And so as in every such lease made for the purpose of or with a view to having any building or buildings erected there be contained a covenant on the part of the lessee or lessees to build, complete, and finish the building or buildings which may be agreed to be erected or built on the demised premises within a time or times to be specified for that purpose, and to keep every such building in repair during the term. And so as in every lease made for the purpose of or with a view to having any building or buildings repaired or rebuilt there be contained a covenant on the part of the lessee or lessees substantially to repair or rebuild the same within a time to be specified for that purpose, and to keep in repair during the term the building or buildings agreed to be repaired or rebuilt. And so as in every lease made under the authority of this Act there be contained a covenant on the part of the lessee or lessees for the due payment of the rent or rents to be thereby reserved, and of all taxes, charges, rates, assessments, and impositions whatsoever affecting the demised premises. And also covenants on the part of the lessee or lessees to keep all or any buildings or building erected and built or to be erected and built on the demised premises insured against loss or damage by fire to the amount of four fifth parts at least of the value thereof in some one or more of the public offices of insurance in London or Westminster, and to lay out all money to be received by virtue of such insurance, and also such other sums as may be necessary in rebuilding, repairing, or reinstating such building or buildings as shall be destroyed or damaged by fire, and also (if it shall be so stipulated) to contribute towards the expenses of keeping in repair any street, road, place, path, passage, way, sewer, or drain to be formed or made for the con-

A.D. 1875.

venience of all or any of the said scheduled premises, and to make such contribution in such manner and proportions and at such times as shall in the lease be specified. And also to surrender and deliver up to the reversioner or reversioners for the time being the lands comprised in such lease, and all buildings erected and built or to be erected or built or repaired thereon, in good order, condition, and repair at the expiration or other sooner determination of the term to be thereby granted. And so as in every such lease there be contained a power for the reversioner or reversioners for the time being, and his or their surveyors and agents, to enter on the demised premises, and to inspect the condition thereof, and also a power or condition of re-entry on nonpayment for a limited time, not exceeding thirty days, of the rent or rents by the lease reserved (whether the same shall have been legally demanded or not), and for nonperformance of any of the covenants, provisoes, or conditions on the part of or binding upon the lessee or lessees to be therein contained. And so that every lessee to whom such a lease shall be made shall execute a counterpart thereof, and that no such lessee, his executors, administrators, or assigns, shall by any clause or words in the lease contained be authorised to commit or be punishable for waste, except such waste as may be committed in connexion with or with a view to the erecting and building any such building, or making any such improvement as aforesaid.

4. It shall be lawful for the President and Fellows and their successors from time to time (but as to any of the scheduled premises in lease at the date of the passing of this Act subject and without prejudice to the existing leases thereof) to agree to lease all or any part or parts of the said scheduled premises, with their appurtenances, to any person or persons (including corporations) for any term not exceeding in any case eighty years from the date of the agreement, without taking any sum or sums of money or other thing (save and except the surrender of any such existing lease as aforesaid) by way of fine, premium, or foregift for or in respect of the same, and afterwards from time to time when and as the land so agreed to be let shall be built upon in manner to be stipulated in any such agreement; and the building or buildings shall be covered in or proceeded with to the extent mentioned in such agreement by one or more indenture or indentures, to demise and lease the land so agreed to be let, or such part or parts thereof as shall be so built upon as aforesaid, together with the building or buildings thereon erected and built, and with any yard or court or other premises or privileges to be held or enjoyed therewith, to the party or parties agreeing to take the same as aforesaid, his or their executors, administrators, or assigns, or to such other person

Power to contract for granting leases.

A.D. 1875.

or persons as he or they may nominate or appoint in that behalf for and during the remainder of the term specified in such agreement, or for a term equal to such remainder, and in such parts and parcels and under and subject to such parts and proportions of the whole yearly rent or rents, to be specified in the agreement, as may be deemed proper and convenient, but so that the yearly rent or rents to be reserved upon any such lease, if greater with reference to the quantity, condition, and circumstances of the land demised than a due proportion of the original rent or rents agreed to be reserved for all the lands comprised in the agreement, shall not exceed one seventh part of the clear yearly rackrent or value of the land and building or buildings by such lease demised, computing such rackrent according to the value of which the building or buildings will be when completely finished, and so that the yearly rent to be reserved by any lease granted or made under the authority of this Act be not in any case less than forty shillings (which last-mentioned restriction, however, shall not be applicable to the period between the date of any agreement intended to be the foundation of a lease or leases and the time by such agreement prescribed for the commencement of the full rent or rents): Provided always, that the rent or rents to be reserved by any such agreement as aforesaid may be made to commence at such period of the term thereby agreed to be granted, and to increase periodically at and by such intervals and degrees (commencing, however, with a rent not less than forty shillings and increasing up to the full rent) as may be deemed proper and convenient, and as shall in the agreement be expressed, but so that the full rent shall in every case begin to be payable as from a date not exceeding three years from the date of the agreement: Provided also, that every such agreement as aforesaid shall be in writing under the seal of the said college, and in every such agreement there shall be contained a clause giving a right of re-entry upon the lands, buildings, and hereditaments comprised in the agreement, and in respect of which no lease shall have been granted for default in completing or finishing any building by such agreement agreed to be demised, in the event of the same not being completed and finished as or to the extent required by the agreement, within a reasonable time to be in such agreement specified for that purpose: Provided also, that every lease to be granted in pursuance of any such agreement as aforesaid shall be granted under and subject to all and singular the provisions, stipulations, and conditions hereby prescribed and imposed with regard to leases to be made in exercise of the power in that behalf contained in the third section of this Act.

Power to
lease pre-
mises re-

5. If the President and Fellows, or their successors, shall at any time hereafter re-enter upon and resume the possession of all or any

part or parts of the premises comprised in any lease or agreement to be made by them as aforesaid, under any power, condition, or right of re-entry therein contained or reserved, either for nonpayment of any rent or rents thereby reserved, or for default in completing or finishing any building therein comprised, or thereby agreed to be erected or repaired, or for breach of any covenant, proviso, or condition, or by reason of the expiration or other sooner determination of any former lease, or for any other cause, then and in every such case it shall be lawful for the President and Fellows and their successors for the time being, by deed to demise and lease the premises whereof the possession shall be so resumed, or as to which any lease shall expire or determine as aforesaid, to any person or persons (including corporations) who shall be willing to take the same for any term not exceeding eighty years, and under the best yearly rent or rents that can then be reasonably had or gotten for the same, without taking any sum or sums of money or other thing by way of fine, premium, or foregift in respect thereof, and under a stipulation and covenant on the part of the lessee or lessees, his or their executors, administrators, and assigns, that he or they do and shall complete and finish (if not begun or remaining unfinished) any building or buildings previously covenanted or agreed to be built, completed, or finished on the demised premises, or do and shall put any building previously covenanted or agreed to be repaired into a state of complete repair (if in want thereof) within a reasonable time to be appointed for that purpose; and in other respects every lease to be made as lastly herein-before mentioned shall be made under and subject to the same provisions, conditions, and restrictions as are herein-before prescribed with respect to the original leases to be granted under the authority of this Act, or to such and so many of them as shall be applicable to the circumstances of each particular case.

A.D. 1875.

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entered upon
or resumed,
or as to
which leases
shall expire.

6. No lease granted under the authority of this Act shall be invalid by reason of its having been preceded by any contract or agreement for granting such lease, or by reason of any variation between the lease and the prior agreement; but every such lease shall have the same force, validity, and effect as if it had not been preceded by any agreement.

Leases not
to be invalid
though vary-
ing from
contracts.

7. It shall be lawful for the President and Fellows and their successors for the time being, if they shall think fit, to confirm any lease granted under the authority of the Act, in any case in which for some technical error, informality, or irregularity in exercising the powers of leasing or of making contracts and agreements herein contained, or owing to the non-registration of any such lease, contract, or agreement within the time herein-after prescribed in that

Power to
confirm
leases having
technical
errors.

A.D. 1875.

behalf, any such lease shall be void, voidable, or questionable, or to grant any new lease or leases in lieu of such former lease for any time not exceeding the then residue of the term granted or expressed, or intended to be granted, by such former lease, and at or under a rent or rents the same as or larger than was or were reserved by the former lease; or to accept an actual or virtual surrender of any lease granted under the authority of this Act, and make any new lease or leases of the lands, buildings, and hereditaments comprised in any such surrendered lease for any time not exceeding the then residue of the term granted or expressed, or intended to be granted, by the surrendered lease, and at a rent or rents or apportioned rents equal in amount to or exceeding the former rent or rents, so as no one rent shall be less than forty shillings, and so nevertheless as no fine, premium, or foregift (except an additional rent or rents to be reserved and made payable during the whole term to be granted by such new lease or leases) shall be accepted or taken for making or giving any such new lease or confirmation respectively as aforesaid, and so as that the lessee or lessees whose lease or leases shall be so confirmed, or to whom any such new lease or leases shall be granted in lieu of a former lease or leases, do consent to accept such confirmation or new lease or leases (as the case may be), and do execute a counterpart of every such new lease as herein-before required in the case of an original lease: Provided also, that every such new lease shall be granted under and subject to all and singular the provisions, stipulations, and conditions hereby prescribed and imposed with regard to leases to be granted in exercise of the power in that behalf contained in the third section of this Act.

Certificate of president to be good evidence of execution of counterpart.

8. The certificate in writing of any president for the time being of the said college, acknowledging that the counterpart of any lease by this Act required to be executed has been delivered to him, or to one of his predecessors, shall be deemed to be full and sufficient evidence that such counterpart was duly executed and delivered.

Memorials to be enrolled in the Court of Chancery.

9. A memorial of every lease and agreement made under the authority of this Act shall within six calendar months next after the day of the date thereof be enrolled in the High Court of Chancery, and every such memorial shall be signed by the President for the time being of the said college, on the part of the President and Fellows, and by the other parties to the lease or agreement, and every such signature shall be attested by at least one witness, and every such memorial shall contain a copy of the parcels comprised in the lease or agreement therein mentioned or referred to, and shall specify the term of years by such lease or agreement demised or

agreed to be demised, and the yearly rent or rents thereby reserved or agreed to be reserved. A.D. 1875.

10. From and after the grant of any lease under the authority of this Act, no lands, buildings, or hereditaments comprised in any such lease shall be granted or grantable by the President and Fellows, or their successors, so as to pass away or alien the reversion, or deprive the President and Fellows or their successors for the time being of the full benefit of the rent or rents to be reserved by any such lease (except as is herein-after provided), and all leases to be granted by the President and Fellows, or their successors, of any lands, buildings, or hereditaments which shall be in lease or shall have been leased, under or by virtue of any power in this Act contained, shall, with respect to the same lands, buildings, and hereditaments, be void as against the President and Fellows and their successors, unless such leases shall respectively be granted under and pursuant to some power or powers given by this Act; but the lessee or lessees under any such void lease shall nevertheless retain and have the benefit of all covenants for title and other covenants on the part of the President and Fellows, or their successors, comprised in such lease, and shall be entitled to pursue and enforce all the remedies of a lessee or lessees in respect of breaches of such covenants accordingly.

After leases granted by this Act, the lands so leased not to be demised as a reversion.

11. It shall be lawful for the President and Fellows and their successors (any Statute of Mortmain or other Act or thing to the contrary notwithstanding) to acquire by purchase and hold for their own exclusive use and benefit any piece or pieces (not exceeding in the whole seven hundred and fifty square yards) of land adjoining the premises specified in the second part of the said schedule, or some part thereof, and from the situation thereof convenient to be held with the last-mentioned premises, and to be used or dealt with either by way of frontage or as means of access, or otherwise in connexion with the same premises and the proposed improvements thereof, and all lands so purchased shall be held by the President and Fellows and their successors for the purposes and as a part of the absolute property of the said college, and may be leased, sold, and otherwise dealt with by the President and Fellows and their successors in the same manner in all respects as if such lands were part of the premises specified in the second part of the schedule to this Act.

Power to purchase lands.

12. It shall be lawful for the President and Fellows and their successors from time to time to allot and set out a competent part or parts of the premises specified in the second part of the said schedule, or of any land to be purchased as herein-before mentioned, for streets, roads, ways, paths, passages, sewers, or drains, and to defray all or any part of the expenses thereby incurred, in manner

Power to set out lands for streets, &c.

A.D. 1875. — herein-after expressed, and if and when they shall so think fit to dedicate to the public any such street, roadway, path, or passage, and by any lease made under the authority of this Act to grant to the lessee or lessees any privilege or easement over or in respect of any private roadway, path or passage, sewer or drain, made under the authority of this Act.

Power to sell scheduled lands.

13. Notwithstanding the powers of leasing and entering into agreements for leases herein-before contained, but subject and without prejudice to any exercise of such powers respectively, and also as to any part or parts of the said scheduled premises in lease at the date of the passing of the Act, subject and without prejudice to the existing leases thereof, it shall be lawful for the President and Fellows and their successors at any time or times absolutely to make sale and dispose of the premises specified in the second part of the said schedule, or to be purchased as aforesaid, or any part or parts of the same premises respectively, and the fee simple and inheritance thereof, either together or in parcels, and either by public auction or private contract, and under such stipulations as to title and otherwise as they shall think proper, unto any person or persons who may be willing to purchase the same, for such price or prices as the President and Fellows or their successors may agree upon, and upon payment of the moneys arising from any such sale into the High Court of Chancery as herein-after prescribed, to convey and assure the hereditaments for the purchase of which such moneys shall have been paid to the purchaser or purchasers of the same respectively, or to such person or persons and in such manner as the purchaser or purchasers shall direct.

Purchase moneys to be paid into Court of Chancery.

14. Every person who shall become the purchaser of any hereditaments sold under the power of sale herein-before contained shall pay his purchase money into the High Court of Chancery, with the privity of Her Majesty's Paymaster General, to an account to be intituled "Ex parte the purchasers of the London estate of the President and Fellows of Sion College."

Copy of the certificate of Paymaster General to be good discharge to purchaser.

15. An office copy of the certificate of Her Majesty's Paymaster General (to be filed in the Report Office of the said Court of Chancery) of the payment into the said Court by the purchaser or purchasers of any hereditaments sold under the authority of this Act, or by his or their heirs, executors, administrators, or assigns, of his or their purchase money for the same, shall be a good and sufficient discharge to such purchaser or purchasers, and his or their heirs, executors, administrators, and assigns, for the purchase money to be paid by him or them, and after the filing of such certificate such purchaser, and his or their heirs, executors, administrators, and assigns, shall be absolutely acquitted and discharged of and from his

or their purchase money, and shall not be bound to see to the application thereof, or answerable for any loss, misapplication, or nonapplication of such purchase money. A.D. 1875.

16. Purchase moneys paid into the Court of Chancery under this Act shall be laid out with and under the approval and direction of the Court of Chancery (to be obtained by the President and Fellows for the time being upon petition in a summary way) in the purchase of a new site for the said college (such new site to be situate within a radius of one and a half miles from some point within the premises now occupied by the said college), or partly in such purchase and partly in the erection on the new site of a hall and library and other convenient buildings and appurtenances for the use and occupation of the President and Fellows; and all lands and hereditaments purchased under the authority of this section shall be assured unto and to the use of the President and Fellows and their successors, and shall be held by them in the same manner and for and with the same purposes and powers in, for, and with which the hereditaments from the sale whereof the moneys laid out on any such purchase shall have arisen were held at the time of such sale. Application of purchase moneys paid into court.

17. All moneys paid into the Court of Chancery under this Act shall, pending the application thereof in some manner by this Act authorised or prescribed, be invested in some or one of the modes of investment in which cash under the control of the Court of Chancery may for the time being be invested, and the income of so much of such investments as shall represent the proceeds of sale of hereditaments specified in the second part of the said schedule, or purchased under the power in that behalf contained in the eleventh section of this Act shall (under the direction of the said Court, to be obtained upon petition in a summary way,) be paid to the President and Fellows and their successors for their own exclusive use and benefit. Interim investment of moneys paid into court.

18. It shall be lawful for the President and Fellows and their successors at any time or times to raise any sum or sums of money not exceeding in the whole one thousand five hundred pounds by way of mortgage, either in fee or for any term or terms of years, of all or any part or parts of the premises specified in the said second part of the said schedule, or to be purchased under any power in that behalf herein contained, or of the reversion thereof, and any rent or rents annexed to such reversion, and to expend the moneys so raised in making any roads, streets, ways, paths, passages, sewers, drains, or improvements, hereby authorised to be Power to raise money and lay out same in improvements, &c.

A.D. 1875. — made, and for securing the repayment of any moneys so borrowed, together with interest for the same at such rate or rates as the President and Fellows and their successors shall think proper by deed to convey and assure in fee simple, or to demise for any term of years, all or any part or parts of the said scheduled and purchased hereditaments respectively or the reversion thereof, and any rent or rents annexed to such reversion to any person or persons whomsoever by way of mortgage, and either with or without a power of sale; provided that the President and Fellows and their successors shall from time to time pay all interest which shall become due in respect of moneys raised by mortgage under the authority of this Act, and for the time being remaining unpaid, out of any moneys in their hands applicable to the general purposes of the said college, and also within a period of thirty years from the time of raising the moneys shall, out of any funds in their hands applicable as last aforesaid, pay off all principal moneys which may have been borrowed under the authority of this Act (but without prejudice to the right of the mortgagee or mortgagees under the mortgage deed or deeds): Provided also, that no mortgage under the authority of this Act shall affect the validity of any lease, contract, or agreement made or to be made by the President and Fellows, or their successors, under the said authority with respect to any hereditaments comprised in such mortgage, nor shall be deemed an impediment to the due execution of any power or authority hereby given, and every lease, contract, and agreement made or to be made under the authority of this Act shall, as to any hereditaments comprised in any such mortgage as aforesaid, be of the same force, validity, and effect in all respects as if such mortgage had not been made; and all moneys raised under the authority of this Act and not expended in any of the modes herein-before authorised in that behalf, shall be paid into the Court of Chancery, and dealt with in the same manner in all respects as if the same had been purchase moneys arising from a sale under the authority of this Act of the hereditaments upon the security whereof such moneys shall have been raised.

Receipt of
President
to discharge
mortgagees.

19. The receipt in writing of the President for the time being of the said college for any moneys to be raised under the authority of this Act shall be a good discharge to the person or persons paying the same, and such person or persons and any person claiming under him or them shall not be bound to inquire whether the money paid or lent has become properly raiseable according to the terms of the power in that behalf herein contained, nor whether more than the amount authorised to be raised has been raised.

20. The costs, charges, and expenses of applying for, obtaining, and passing this Act and preliminary thereto (other than the costs of Her Majesty's Attorney General, which shall be borne by the funds of the hospital,) shall be paid by the President and Fellows out of any funds or moneys in their hands applicable to the general purposes of the said college.

A.D. 1875.
Expenses of
Act.

A.D. 1875.

The SCHEDULE in the foregoing Act referred to.

FIRST PART.

AN AGREEMENT made this ninth day of July one thousand eight hundred and seventy-five, between John Moxon Clabon, of Great George Street, Westminster, Solicitor to Her Majesty's Attorney General, acting on behalf of the Charity called the Almshouse or Hospital of the President, Deans, and Assistants of Sion College, within the City of London (herein-after called the Hospital), of the one part, and the President and Fellows of Sion College, within the City of London (herein-after called the College), of the other part :

WHEREBY it is (subject to confirmation by Act of Parliament) agreed as follows :

1. From and after the passing of any Act of Parliament confirming this agreement the estate and property in the city of London in the decree of the High Court of Chancery, made on the fifteenth day of March one thousand eight hundred and thirty-six, in the suit of Attorney General at the relation of Robert Rising and another against the President and Fellows of Sion College mentioned as having been purchased for the site of the college and almshouse, shall (subject as herein-after mentioned) be divided between and belong to the college and the hospital respectively in fee simple in the proportions following; (that is to say,) the lands, messuages, and buildings, and parts of messuages and buildings, specified in the first part of the schedule hereto annexed and delineated, and colored pink, red, brown, and green on the plan drawn in the margin hereof, with the appurtenances, shall belong to and be the absolute property of the college, and the lands, messuages, and buildings, and parts of messuages and buildings, specified in the second part of the said schedule, and delineated and coloured yellow, orange, blue, and purple on the said plan, shall belong to and be the absolute property of the hospital, and the charge by the said decree declared in favour of the hospital on the rents of the London property, and of the farm at Bradwell belonging to the college in the said decree mentioned, shall cease and determine.

2. The several sums of three thousand one hundred and forty-nine pounds three shillings bank three per centum annuities, standing in the name of the President and Fellows of the college, and two thousand one hundred and sixty-two pounds cash, in the hands of the President and Fellows, representing income of the aforesaid London properties, and all dividends on the said bank annuities (including the dividend which accrued due thereon in January last), shall respectively be divided between and belong to the college and the hospital

in the proportions following; (that is to say,) one equal fourth part thereof shall belong to the hospital, and the remaining three equal fourth parts thereof to the college.

3. Notwithstanding the provisions of clause 1 of this agreement, the rents and profits of the whole of the property in the city of London herein-after mentioned which have accrued and which shall accrue due between the twenty-fifth day of March one thousand eight hundred and seventy-four and the twenty-fifth day of December one thousand eight hundred and seventy-six, both inclusive, shall belong to and be divided between the college and the hospital in the proportions following; (that is to say,) one equal fourth part thereof shall belong to the hospital, and the remaining three equal fourth parts to the college, and all outgoings in respect of the said property during the last-mentioned period shall be apportioned accordingly. From and after the said twenty-fifth day of December one thousand eight hundred and seventy-six the division (mentioned in clause 1) shall (subject as herein-after mentioned) have complete effect, and the college and the hospital respectively shall be at liberty after that day to pull down or otherwise deal with buildings or parts of buildings standing on the land respectively allotted to them.

4. Subject to the sanction of the High Court of Chancery, to be obtained on behalf of the hospital, the following exchange of portions of the lands herein-before allotted to the college and to the hospital respectively shall be made, and shall (but without affecting the provisions of clause 3 of this agreement) take effect from such date as the court shall in that behalf determine; (that is to say,) the land specified in the third part of the said schedule and colored pink and red on the said plan, with all buildings thereon, shall be taken in exchange by and belong to the hospital, and the land specified in the fourth part of the said schedule colored blue and purple on the said plan (being the site of the present almshouses), with all the buildings thereon, shall be taken in exchange by and belong to the college. If the said exchange shall be sanctioned by the court, the piece or strip of land delineated and coloured orange, red, green, and purple on the said plan, belonging partly to the college and partly to the hospital, or if the college shall within three years from the sanction of the said exchange extend their present library across the site of the present almshouses, then so much of the said piece or strip of land as lies to the east of an imaginary straight line drawn between the points marked A. and B. on the said plan shall be thereupon dedicated and laid out as a public street or thoroughfare of the width of twenty-five feet, having a carriageway seventeen feet wide and a footway on each side four feet wide, and the college shall at their own expense cause all buildings standing on the site of such street to be removed, and the said street to be duly made, flagged, paved, channelled, sewered, and completed and opened for traffic on or before the twenty-fifth day of December one thousand eight hundred and seventy-eight, and shall obtain all consents and authorities which may be necessary for that purpose.

5. As soon as may be after the confirmation by Act of Parliament of this agreement Her Majesty's Attorney General will apply for and endeavour to obtain the direction of the Court of Chancery on behalf of the hospital to the carrying out of the exchange and assignment mentioned in the fourth clause of this agreement, and the college will at their own expense do and concur in all things requisite for obtaining such sanction, and otherwise for carrying into effect

A.D. 1875. the provisions of this agreement. In witness whereof the said John Moxon Clabon hath hereunto put his hand and the College their seal the day and year first above written.

JOHN M. CLABON.

L.S.

THE SCHEDULE.

THE FIRST PART.

Firstly. A building with sundry appurtenances now used as the schoolhouse of the Cripplegate Ward School, situate on the east side of Philip Lane in the parish of Saint Alphage in the city of London.

Secondly. Three several messuages respectively known as No. 1, No. 2, and No. 3, Sion College Gardens, and so much of another messuage known as No. 4, Sion College Gardens, as is not comprised in the hereditaments firstly specified in the second part of this schedule, with the outbuildings, yards, and appurtenances thereto respectively belonging, all which messuages adjoin one another, and are situate immediately to the north-east and east of the premises first herein-before described.

Thirdly. Four several messuages respectively known as No. 43, No. 44, No. 45, and No. 46, Aldermanbury, and so much of another messuage known as No. 47, Aldermanbury, as is not comprised in the hereditaments firstly specified in the second part of this schedule, with sundry outbuildings and appurtenances thereto respectively belonging, all which messuages adjoin one another, and are situate on the west side of a street called Aldermanbury in the city of London.

Fourthly. Three several messuages respectively known as No. 10, No. 11, and No. 12, London Wall, and sundry outbuildings and appurtenances thereto respectively belonging, all situate on the south side of a street called London Wall in the city of London.

Fifthly. A piece of land partly covered with buildings, containing by admeasurement one thousand nine hundred and eighty square yards or thereabouts, and now forming the site of the hall and library of the said college, and of the house of the President thereof, and of sundry other buildings in the occupation of the President and Fellows of the said college, and the greater portion of the courtyard thereof, which piece of land is bounded on the north partly by lands occupied by or appurtenant to the church of Saint Alphage in the city of London, and the vestry of the same church, and partly by the premises fourthly herein-before specified and the said street called London Wall, on the west partly by Philip Lane aforesaid, partly by a portion of the hereditaments described in the fourth part of this schedule, and partly by No. 1 and No. 2, Sion College Gardens aforesaid, on the south by No. 3 and part of No. 4, Sion College Gardens aforesaid, and on the east partly by the hereditaments specified in the second part of this schedule, and partly by the premises thirdly herein-before specified.

THE SECOND PART.

Firstly. A piece of land containing by admeasurement five hundred and thirty-four square yards or thereabouts, and upon part whereof three several

messuages respectively known as No. 48, No. 49, and No. 50, Aldermanbury aforesaid, and so much of the aforesaid messuage known as No. 47, Aldermanbury as is not comprised in the first part of this schedule now stand, which piece of land is bounded on the north by an imaginary straight line sixty-one feet five inches in length, drawn westwards at right angles to the eastern external wall of No. 47, Aldermanbury aforesaid, from a point in the eastern face of the same wall horizontally distant seventy feet from the south-east corner of No. 50, Aldermanbury aforesaid, on the east by the aforesaid street called Aldermanbury, on the south partly by a house and yard in the occupation of Messieurs Wilson and others, and partly by the yard belonging or reputed to belong to Brewers Hall, and on the west by an imaginary straight line drawn from a point in the south face of the southern external wall of No. 4, Sion College Gardens aforesaid, horizontally distant sixty-five feet six inches from the south-east corner of No. 50, Aldermanbury aforesaid, to the westernmost point of the aforesaid imaginary line sixty-one feet five inches in length, and is delineated with the boundaries and abutments thereof and coloured yellow and orange on the plan drawn in the margin of these presents.

Secondly. A piece of land containing by estimation three hundred and seventy-six square yards or thereabouts, and upon part whereof the almshouse of the said hospital and a building used as the kitchen of the said college now stand, which piece of land is bounded on the north and part of the east by a portion of the premises fifthly specified in the first part of this schedule, on the rest of the east by No. 1, Sion College Gardens aforesaid, on the south by the premises firstly specified in the first part of this schedule, and on the west by Philip Lane aforesaid, and the same is delineated with the boundaries and abutments thereof and coloured blue and purple on the said plan.

THE THIRD PART.

A piece of land containing by estimation three hundred and sixty-five square yards or thereabouts, and bounded on the south by the said yard belonging or reputed to belong to the Brewers Hall, on the east by premises firstly specified in the second part of this schedule, on the north by an imaginary straight line forty-seven feet seven inches in length produced westwards from the westernmost point in and so as to form a continuous straight line with the aforesaid imaginary line, constituting the northern boundary of the premises firstly specified in the second part of this schedule, and on the west by an imaginary straight line drawn from the westernmost point in the said line forty-seven feet seven inches in length parallel to the western boundary line of the premises firstly specified in the second part of this schedule to the boundary line separating No. 2, Sion College Gardens aforesaid, from the said yard belonging or reputed to belong to Brewers Hall, which same piece of land is delineated with the boundaries and abutments thereof and coloured pink and red on the said plan drawn in the margin of these presents.

THE FOURTH PART.

The aforesaid piece of land and premises secondly specified in the second part of this schedule.

JOHN M. CLABON.

A.D. 1875.

THE SECOND PART OF THE SCHEDULE TO THIS ACT.

The premises specified in the first and third parts of the schedule annexed to the said agreement of the ninth day of July one thousand eight hundred and seventy-five shall constitute and be the lands and hereditaments which in the foregoing Act are mentioned or referred to as the lands and hereditaments specified in the second part of the schedule to this Act annexed, until the exchange and assignment mentioned in the fourth clause of the said agreement shall be carried out, and upon such exchange and assignment being carried out, the premises specified in the first and fourth parts of the schedule annexed to the said agreement (and no other hereditaments) shall constitute and be the lands and hereditaments in this Act mentioned or referred to as the lands and hereditaments specified in the second part of the schedule to this Act annexed.

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