



ANNO PRIMO & SECUNDO

VICTORIÆ REGINÆ.

Cap. 32.

An Act for enabling the Trustees of certain Lands situate in the Parish of *Paddington* in the County of *Middlesex* to grant Building Leases of the said Lands, and for other Purposes.

[27th July 1838.]

WHEREAS divers Pieces or Parcels of Land situate at *Bayswater* and *Westbourne* in the Parish of *Paddington* in the County of *Middlesex*, and particularly mentioned and described in the Schedule to this Act annexed, were, with other Lands, some Time previously to the Year One thousand seven hundred, given to or in Trust for the said Parish, for the charitable Purpose of expending the Rents and Profits thereof in the Purchase of Bread and Cheese, to be distributed by the Churchwardens and Overseers for the Time being of the said Parish amongst the Poor thereof at *Christmas* in every Year: And whereas *William Harris* and *William Thornton*, the Churchwardens, and *Henry Edmonds* and *William Wright*, the Overseers, and the Reverend *Archibald Montgomery Campbell*, the Minister, and *John Hill* and *Charles Joseph Thrupp*, Two of the Inhabitants of the said Parish of *Paddington*, on or about the First Day of *March* One thousand eight hundred and thirty-seven presented their Petition to the Right Honourable the Lord High Chancellor of *Great Britain*, stating, amongst other things, the Title of the said Parish to the aforesaid Lands called the Bread

[Private.]

10 d

and

and Cheese Lands, and that in consequence of the Length of Time which had elapsed since the said Parish had become possessed thereof it was not then known who was or were the Donor or Donors thereof for the charitable Purpose aforesaid, nor in whom the legal Estate in the said Lands was then vested; and stating that the Rent and Profits of the said Lands had always been received by the Churchwardens and Overseers for the Time being of the said Parish of *Paddington*, and that the said Churchwardens and Overseers had respectively applied the same to the Purposes of the said Charity; and that it would be beneficial to the said Charity if the said Charity Lands were conveyed to and vested in proper Trustees to be appointed for that Purpose, and a proper Scheme were established for the future Regulation and Management of the said Charity and the Administration of the Funds thereof; and praying that it might be referred to One of the Masters of the Court of Chancery to inquire and ascertain what Estates and Funds were subject to the before-mentioned Charity Trusts, and in whom the same were respectively vested, or were last known to be vested, and that proper Persons might be appointed Trustees of the said Freehold Hereditaments, under the Direction of the said Court; and that the said Freehold Hereditaments might be conveyed and assured to or vested in such Trustees so to be appointed accordingly; and that such Inquiries might be directed and Directions given as might be requisite under the Act of Parliament of the First Year of the Reign of His late Majesty King *William* the Fourth, for the Purpose of vesting the legal Estate in such Freehold Charity Estate in such new Trustees accordingly; and that it might be referred to the Master to approve of a proper Scheme for the Administration of the said Charity Estates, and with such Provisions for appointing and keeping up a sufficient and proper Number of Trustees of the said Charity Estates in future as might be requisite and proper, and that all other proper Directions might be given in the Premises; and that all the Costs and Expences of and incidental to the said Application, and consequent thereon, might be paid by and out of the Rents and Profits of the said Charity Estates: And whereas by an Order of the High Court of Chancery, bearing Date the Fourth Day of *March* One thousand eight hundred and thirty-seven, and made by his Honour the Vice Chancellor on the Hearing of the said Petition, it was ordered, that it be referred to the Master of the said Court in rotation to inquire and state to the said Court what Estates and Funds were subject to the Charity Trusts in the said Petition mentioned, and in whom the same were vested; and it was ordered that the said Master should cause the several public Advertisements therein mentioned to be made, giving Notice that the Representatives of the last surviving Trustee of the Charity in the said Petition mentioned should within Twenty-eight Days appear and give Notice of his Title to the said Master, and prove his Pedigree or other Title as such Trustee; and if no Person should appear or give such Notice within such Twenty-eight Days, or if the Person who might appear or give such Notice should not within Thirty Days after such Appearance or Notice prove his Title to the Satisfaction of the said Master, then it was ordered that the said Master should appoint new Trustees, and that the said Master should approve of some proper Person to convey the Premises belonging to the said Charity to such Persons whom

Order of
Court of
Chancery of
4th March
1837.

whom he should approve of as such Trustees as aforesaid; and it was ordered that the said Master should approve of a proper Scheme for the Administration of the said Charity, and for letting and improving the said Charity Estates; and it was ordered that the said Master should make proper Provisions for appointing and keeping up a sufficient and proper Number of Trustees of the said Charity Estates in future as might be requisite and proper: And whereas *William Brougham* Esquire, the Master to whom the said Petition was referred, by his Report bearing Date the Twenty-fifth Day of *July* One thousand eight hundred and thirty-seven, after finding that the Parishioners of the said Parish of *Paddington* were possessed or entitled in Fee Simple of or to, amongst other Lands, the Freehold Lands and Hereditaments in the Schedule to this Act annexed mentioned, and that it was not known in whom the legal Estate of Inheritance in the same was then vested; and stating, that, as directed by the said Order, he had caused Two successive Advertisements to be published in the *London Gazette*, and in the public Newspapers called the *Times* and *Morning Chronicle*, giving Notice that the Representative of the last surviving Trustee of the Charity Estates in the said Petition mentioned, and usually known by the Name of the Bread and Cheese Lands, should within Twenty-eight Days appear and give Notice of his Title to him, and prove his Pedigree or other Title, but no Person had appeared or given such Notice to him, although the Twenty-eight Days limited by such Advertisements had expired; and that *Richard Pittman*, the Vestry Clerk of the said Parish, had by an Affidavit deposed that at a Meeting of the Vestry of the said Parish of *Paddington* held on *Tuesday* the Sixth Day of *June* One thousand eight hundred and thirty-seven the several Persons therein-after mentioned were proposed as Trustees for the Freehold Estates belonging to the said Charity; that is to say, the said *Archibald Montgomery Campbell* and *Charles Joseph Thrupp*, and *Samuel Allen* of *Bayswater Terrace*, Esquire, *Frederick James Fuller* of *Maida Hill*, Esquire, *John Hill* of *Stanhope Place*, Gentleman, and *John Sturges* of *Connaught Square*, Esquire, all in the said Parish of *Paddington* in the said County of *Middlesex*; and that the said *Archibald Montgomery Campbell* and *Charles Joseph Thrupp*, *Samuel Allen*, *Frederick James Fuller*, *John Hill*, and *John Sturges* were all willing and had consented to act as such Trustees; and that the said Petitioners having proposed the said several Persons as such Trustees, the said Master approved thereof, and did thereby appoint the said *Archibald Montgomery Campbell*, *Charles Joseph Thrupp*, *Samuel Allen*, *Frederick James Fuller*, *John Hill*, and *John Sturges* to be Trustees of the said Freehold Estates belonging to the said Charity; and the said Petitioners having proposed the said *Richard Pittman* to convey the said Freehold Premises belonging to the said Charity to the said Trustees, the said Master approved of the said *Richard Pittman* as a proper Person to convey the said Freehold Premises to the said several Persons approved by him as such Trustees as aforesaid; and a Scheme having been laid before him on behalf of the Petitioners, whereby they proposed that the Trustees of the said Charity Estates for the Time being should pay, deduct, and retain all such Costs, Charges, and Expences as they from Time to Time should sustain or be put unto in the Execution of their Trusts, and,

Report of
Master of
25th July
1837.

subject

subject thereto, should pay and apply the Rents and Profits arising from the said Charity Estates in manner following; that is to say, the same to be divided into Five equal Fifth Parts, Three Fifths thereof to be applied towards the Support of the *Paddington* Parochial National and Infant Schools for the Instruction of Boys and Girls, Children of poor Persons residing in the said Parish of *Paddington*, One other Fifth Part thereof towards apprenticing or instructing in Business for their future Support Boys and Girls the Children of Parishioners of and not having received Parochial Relief from the said Parish, and the remaining One Fifth Part in the Distribution of Bread and Cheese, Coals, Blankets, and other necessary Articles, at the Discretion of the said Trustees, for the Benefit of and amongst poor Parishioners of the said Parish not receiving Parochial Relief; and that the said Trustees for the Time being should be authorized to apply for and obtain an Act of Parliament enabling them to grant any Building Lease or Leases of the Freeholds belonging to the said Charity, or any Part thereof, for any Term or Number of Years not exceeding Ninety-nine Years, at the best yearly Rent that could be obtained for the same, and upon such Terms and subject to such Covenants and Stipulations as to the said Trustees should appear advisable; and that as often as the Number of Trustees for the Freehold Estates belonging to the said Charity should be reduced to Three the Survivors should forthwith convey the said Freehold Premises to Three new Trustees to be nominated and appointed by the Vestry of the said Parish of *Paddington*, so that the Number with the surviving Trustees might be made up to Six; and that the said Master had considered the said Scheme, and approved of the same as a proper Scheme for the Administration of the said Charities, and for letting and improving of the said Charity Estates, if, in the Judgment of the said Court, such Application was not inconsistent with the Intention of the Founders of the said Charity, so far as the same were known: And whereas by another Order of the said Court of Chancery, bearing Date the Twelfth Day of *December* One thousand eight hundred and thirty-seven, made by his Honour the Vice Chancellor, upon the Petition of the aforesaid Petitioners, it was ordered that the said Master's Report be confirmed; and it was ordered that the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges* be appointed Trustees of the Freehold Estates in the Petition and in the Schedule to this Act mentioned; and it was ordered that the said *Richard Pittman* should convey the said Freehold Premises to the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, and their Heirs, upon Trust to pay and apply the Rents thereof in manner mentioned in the Scheme approved by the said Master; and it was ordered that a proper Deed or Deeds, to be approved of by the said Master, in case the Parties differed about the same, should be prepared and executed accordingly; and that the Petitioners be at liberty to retain out of the Rents and Profits of the said Charity Estates the Costs and Expences of and attending the former and then present Application, and the Reference consequent thereon, and of and attending the Deed or Deeds to be executed in pursuance thereof, and otherwise incidental thereto: And whereas by Indentures of Lease and Release, bearing

Order of
Court of
Chancery of
12th Decem-
ber 1837.

Indentures of
Lease and
Release of
16th and 17th
January
1838.

bearing Date respectively on or about the Sixteenth and Seventeenth Days of *January* One thousand eight hundred and thirty-eight, and respectively made between the said *Richard Pittman* of the one Part, and the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges* of the other Part, it is by the said Indenture of Release witnessed, that in pursuance of and in obedience to the said last herein-before recited Order of the said Court of Chancery, and for the nominal Consideration therein mentioned, the said *Richard Pittman* did bargain, sell and release unto the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, and their Heirs, amongst other Lands, all those the said several Freehold Pieces or Parcels of Land or Ground, Hereditaments, and all and singular other the Freehold Premises described in the Schedule to this Act annexed, and by the last herein-before recited Order of the said Court of Chancery directed to be conveyed by the said *Richard Pittman* unto the said several Trustees Parties to the now-reciting Indentures as aforesaid, or intended so to be, with their Appurtenances, to hold the same (subject as to such of the said Hereditaments as were comprised therein to the Indenture of Lease and Tenancies in the now-reciting Indenture and in the Schedule to this Act mentioned) unto and to the Use of the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, their Heirs and Assigns for ever, nevertheless upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoes, and Declarations expressed and declared in and by the herein-before mentioned Scheme approved by the said Master, and confirmed by the said Order of the High Court of Chancery bearing Date the Twelfth Day of *December* last, of and concerning the said Hereditaments and Premises, and the Rents and Profits thereof; and it is by the said Indenture of Release provided, declared, and agreed, that in case any or either of them the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, or any Trustee or Trustees to be appointed under the now-reciting Proviso in their, any or either of their Place, should depart this Life, or be desirous of being discharged of and from the aforesaid Trusts, or should go to reside beyond the Seas, or should neglect or refuse or become incapable to act in the said Trusts, then and in that Case, and when and so often as the same should happen, it should and might be lawful to and for the Vestrymen of the said Parish of *Paddington*, or the Majority of them present at a General Meeting to be convened and held according to the Provisions of an Act of Parliament made and passed in the Fifth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for better governing and regulating the Parish of Paddington in the County of Middlesex; for paving, lighting, and watching such Parts of the said Parish as may be necessary; and for other Purposes relating to those Objects; and for altering and amending several Acts passed in the Twenty-eighth, Thirty-third, and Fiftieth Years of the Reign of His late Majesty King George the Third, for rebuilding the Church and enlarging the Churchyard of the said Parish*, or any other Act then in force governing the said

5 G. 4. c. 126.

[Private.]

10 e

Parish,

Parish, to nominate any fit Person or Persons, being an Inhabitant Householder or Inhabitant Householdors of the said Parish of *Paddington*, to supply the Place of the said Trustees or Trustee respectively so dying, desiring to be discharged, or going to reside beyond the Seas, or refusing or neglecting or becoming incapable to act as aforesaid; and when and so often as from any of the Causes aforesaid there should be only Three continuing Trustees of the said Charity Lands, the Vacancy in the Number of Trustees should be forthwith supplied, to the Intent that the Number of Trustees might never be less than Three; and immediately after every such Appointment the said Trust Estates, Powers, and Authorities which should be or have been vested in the Trustee or Trustees so dying, desiring to be discharged, or going to reside beyond the Seas, or refusing or neglecting or becoming incapable to act as aforesaid, should, at the Expence of the said Charity Estate, be conveyed to and in such Manner that the same might vest in such new Trustees jointly with the surviving or continuing Trustees; and all such new Trustees, when appointed, should, either before or after such Conveyance should be made or executed, have and might exercise the same Powers and Authorities as if they had been originally appointed Trustees in the Place of the Trustees whom they should succeed: And whereas it would be greatly advantageous to the said Parish if the Trustees of the said Charity Lands were empowered to demise such Parts thereof as are described in the Schedule to this Act on Building Leases; but inasmuch as the said Purpose cannot be effected without the Aid and Authority of Parliament; be it therefore enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and after the passing of this Act it shall and may be lawful for the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, and the Trustees for the Time being of the said Lands to be appointed in pursuance of the Power for that Purpose in the herein-before mentioned Indenture of Release contained, to demise, lease, or grant any Part of the said Lands mentioned and described in the said Schedule to this Act annexed to any Person or Persons, for any Term or Number of Years absolute, not exceeding Ninety-nine Years, such Term to take effect in Possession, and not in Reversion or by way of future Interest; and with or without Liberty to the Lessee or Lessees in each Lease, his, her, or their Executors, Administrators, or Assigns, to take down all or any of the Buildings standing on the Premises in such Lease respectively comprised, and to convert and dispose of the Materials thereof to such Uses and Purposes as may be agreed on in that Behalf; and also with or without a Stipulation to lay out and appropriate any Part of the Premises to be comprised in such Lease as and for a Yard or Yards or Garden or Gardens to the Messuage or Messuage which may be built on the Premises, or as and for a Way or Ways, Passage or Passages, for the Use and Convenience of the Lessee or Lessees or other Tenants and Occupiers of the Premises; so as there be reserved by every such Lease or Grant respectively the best and most improved yearly Rent

Power to Trustees to demise, lease, or grant any Part of the said Lands for any Term of Years not exceeding 99 Years.

or

or yearly Rents that (due Regard and Consideration being had to the Contract or Contracts, if any, for such Lease, prior to the Improvements made on the demised Land or Ground,) can be reasonably had or gotten for the same, to be made payable quarterly, free from all Deductions whatsoever, without any Fine, Premium, or Foregift, or any thing in the Nature of a Fine, being taken for making such Lease; and so as there be contained in each such Lease respectively Covenants from the Lessee or Lessees with the Trustees making such Lease, their Heirs and Assigns, to build the Messuage or Messuages intended and agreed to be built, and to keep the Buildings in each Lease respectively insured from Damage by Fire to the Amount of Four Fifth Parts of the Value thereof in some or one of the public Offices for insuring against Damage by Fire, and to surrender and leave in repair the Messuages, Erections, and Buildings agreed to be erected or built upon the Premises to be by such Lease respectively leased at the End of the Term of each such Lease respectively; and so as there shall be contained in each such Lease respectively such usual and proper Provisoes and Conditions on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, and Assigns, as the said Trustees making such Lease may deem reasonable and proper, and also such Conditions for Re-entry for Nonpayment of the Rents to be by such Lease reserved, and for Nonperformance of the Covenants and Provisoes therein contained, as shall be mutually agreed on; but so as there shall be a Right of Re-entry for Nonpayment of the reserved Rent if the same should be in arrear for the Space of Twenty-one Days, and not paid when demanded on or at any Time after the said Twenty-one Days; and so as the Lessee or Lessees in each Lease do and shall execute a Counterpart of the Lease to him, her, or them respectively; and there may be inserted in every or any such Lease such Exception of Drains, Sewers, and Passages for Water as may be deemed convenient or for the Improvement of the Estate.

II. And be it further enacted by the Authority aforesaid, That from and after the passing of this Act it shall and may be lawful to and for the said *Archibald Montgomery Campbell, Charles Joseph Thrupp, Samuel Allen, Frederick James Fuller, John Hill, and John Sturges*, and the Survivors and Survivor of them, and the Heirs and Assigns of such Survivor, and the Trustees for the Time being of the said Charity Lands, and they are hereby authorized and empowered, from Time to Time to contract and agree to demise, lease, or grant any Part or Parts of the aforesaid Lands for building upon, to any Person or Persons whomsoever, for any Term not exceeding Ninety-nine Years from the Date of such Contract or Agreement, to take effect in Possession, and not in Reversion or by way of future Interest, and at and under the best yearly Rent or Rents that can be reasonably had or gotten at the Time of such Contract or Agreement for the Land to be therein comprised, without taking any Sum of Money or other Thing 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, or any Part or Parts thereof, shall be built on in the Manner to be stipulated in any such Contract or Agreement, and the Buildings shall be covered in or proceeded in to the
Extent

Power to
Trustees to
grant Build-
ing Leases.

Extent mentioned in such Contract or Agreement, to demise and lease the Land so agreed to be built upon, or such Part or Parts thereof as shall be so built upon, together with the House or Houses and other Buildings thereupon erected and built, with the Yard or Yards, Garden or Gardens, and other the Premises to be held therewith, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during the Remainder of the Term, or a Term equal to the Remainder of the Time to be specified in such Contract or Agreement, and in such Parts and Parcels, and under and subject to such Parts and Proportions of the yearly Rent or Rents to be specified in such Contract or 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 or Situation of the Land to be demised, than a due Proportion of the original Rent agreed to be reserved for all the Land or Ground comprised in the Contract or Agreement, shall not exceed One Eighth Part of the clear yearly Rack Rent or Value of the Land and Buildings by such Lease demised, computing such Rack Rent or yearly Value according to the Value of which the Buildings will be when finished fit for Habitation, and so that the yearly Rent to be reserved by any Lease to be granted in pursuance of this Act be not in any Case less than Forty Shillings; but this Qualification or Restriction in respect to the Rents or their Amount shall not be applicable to the Period between the Date of any Contract, being the Foundation of any Lease, and the Time by such Contract appointed for the Commencement of the full Rent: Provided always, that the Rents to be reserved in the Contracts or Agreements entered into by the Authority of this Act may be made to commence at such Period or Periods of the Terms to be agreed to be demised, and may, if so thought fit, be made to increase periodically (beginning with a Rent not less than Forty Shillings, and increasing up to the full Rent,) as shall be thought proper and convenient, and as in such Contracts or Agreements respectively shall be expressed, and so as the full Rent be reserved and made payable at or before the Expiration of Seven Years from the making of any such Contract or Agreement: Provided also, that every such Contract or Agreement as aforesaid shall be in Writing; and in every such Contract there shall be contained a Clause giving, on the Lands and Grounds and Buildings comprised in such Contract, and which shall not have been granted by a Lease or Leases, a Right of Re-entry for Default in completing and finishing the House or Houses or other Buildings thereby agreed to be demised if the same be not completed and finished to the Extent required by such Contract within a reasonable Time, to be specified for that Purpose: Provided further, that every Lease to be granted in consequence of every such Contract shall be granted under and subject to the several Provisions, Stipulations, and Qualifications hereby imposed on Leases to be made in exercise of the Power or Authority herein-before contained.

In case of
Re-entry
Trustees may
grant fresh
Leases.

III. And be it further enacted, That if the said Trustees for the Time being of the said Charity Lands should at any Time hereafter re-enter upon and resume the Possession of all or any Part or Parts of the
the

the Land comprised in any such Agreement or Agreements or Lease or Leases to be by them entered into or made as aforesaid under and by virtue of the Condition of Re-entry therein contained, either for Non-payment of the Rent thereby reserved, or for Default of completing and finishing the Buildings agreed to be erected, or for any other Cause, then and in every such Case it shall and may be lawful to and for the Trustees for the Time being of the said Charity Lands by Indenture or Indentures to demise and lease the Land and Buildings whereof the Possession shall be so resumed unto any Person or Persons who shall be willing to take the same, for any Term not exceeding Ninety-nine Years, and under the best yearly Rent that can be then 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, under any Pretence whatsoever, and upon Condition that the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, do and shall make or complete the Buildings, if not begun or unfinished, within a reasonable Time to be appointed for that Purpose: Provided always, that every Lease to be made as last mentioned shall also be under and subject to all such and the same Conditions and Restrictions as are herein-before specified and prescribed with regard to the original Leases to be granted in pursuance and by virtue of this Act, or such of them as shall be applicable to the Circumstances of the Case.

IV. Provided also, and it is hereby further enacted, That a Memorial of every Lease and also of every Contract and Agreement to be made by virtue and in pursuance of this Act as aforesaid shall, within Six Calendar Months after the Day of the Date thereof respectively, be registered at the Public Office and in the Manner and Form appointed and prescribed by the Act of the Seventh Year of the Reign of Her late Majesty Queen *Anne*, for the registering of Deeds and Conveyances affecting Lands in the County of *Middlesex*; and that every such Memorial shall contain a full Description of the Lands and Hereditaments comprised in the Lease, Contract, or Agreement of which the same shall be a Memorial, and shall specify the Term of Years in and by such Lease, Contract, or Agreement demised or agreed to be demised, and the yearly Rent or Rents thereby reserved or agreed to be reserved.

Memorial of Lease to be registered as prescribed by 7 Ann. c. 20.

V. And be it further enacted by the Authority aforesaid, That no Lease granted or to be granted under the Authority of this Act shall be invalid by reason of its having been preceded by any Contract for granting such Lease or Leases, or by reason of any Variation between such Lease and such prior Contract; but every Lease to be granted shall have the same Force, Validity, and Effect as if it had not been preceded by such Contract; and after any Lease shall have been granted the Contract which shall have preceded such Lease shall cease at Law and in Equity to form a Part of the Evidence of the Title of the Lessee or Lessees named in such Lease, and his, her, or their Executors, Administrators, or Assigns.

No Lease shall be invalid by reason of any previous Contract for granting such Lease.

VI. And be it further enacted, That no Breach of any of the Covenants contained in any Indenture of Lease to be granted under the Authority of this Act (except of Covenants for Insurance against

Leases not to be forfeited for Breach of Covenants.

[*Private.*]

therein, unless Judgment shall have been obtained in an Action.

Fire, or imposing Restraint on Trades, or against Shops, or against Nuisances or Annoyances,) shall occasion any Forfeiture of such Lease or of the Estate thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action, and so from Time to Time as often as Occasion may require.

Trustees to confirm Leases where any technical Error or Informality may occur.

VII. And be it further enacted, That it shall and may be lawful to and for the said Trustees for the Time being of the said Charity Lands, if they should think fit, to confirm any Lease or Leases to be granted under the Authority of this Act in any Case in which by reason of some technical Error or Informality in exercising the Powers of leasing, or of making Contracts, or of not registering the same in due Time, such Lease shall be voidable, or to grant any Lease or Leases in lieu of such former Lease or Leases or any of them, for any Time not exceeding the then Residue of the Term or Terms granted by such Lease or Leases respectively, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were reserved by the former Lease or Leases respectively; so nevertheless as no Fine or Premium, or no Fine or Premium except an additional Rent or Rents, shall be accepted and taken for making or giving any such new Lease or Leases, Confirmation or Confirmations respectively; and so as the Person or Persons whose Lease or Leases shall be so confirmed, or to whom any such Lease or Leases shall be granted in lieu of such former Lease or Leases as aforesaid, do consent to accept such Confirmation or new Leases.

Trustees may accept a Surrender or Release of Premises.

VIII. And be it further enacted, That the Trustees for the Time being of the said Charity Lands may accept a Surrender or Release of all or any of the Ground comprised in any Contract or Contracts to be entered into for granting a Lease or Leases of the same Ground, and may release the Person or Persons respectively with whom such Contract or Contracts have or hath been or may be entered into, and his, her, or their Executors, Administrators, or Assigns, of and from the further Observance of all or any Part of the same Contract or Contracts respectively, and may apportion the Rent or Rents by the same Contract agreed to be reserved; and the Ground so surrendered or released shall be discharged from such Contract, and may be leased, or may be contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities hereinbefore contained, in the same or the like Manner as if the Contract to be so released, and as far as the same may be released, had not been entered into or executed.

Expences of this Act how to be paid.

IX. And whereas a Piece or Parcel of Land belonging to the said Charity Estate hath been taken by a certain Company called the Great Western Railway Company, under the Powers of certain Acts of Parliament, for the Purposes of their Railway, and the Purchase Money to be paid by the said Company for the same will form Part of the Funds belonging to the said Charity, and will, under the Provisions of the said Acts or One of them, be paid into the Court of Exchequer; be it therefore further enacted, That it shall and may be

lawful for the said Court, and the said Court is hereby empowered, upon a Petition to be preferred by the Trustees of the said Charity Estate in a summary Way, to order the Costs, Charges, and Expences of obtaining and passing this Act, and all Proceedings which have been taken in relation or preparatory thereto, together with the Costs and Expences of obtaining such Order, to be raised and paid out of the Purchase Money so to be paid into the said Court as aforesaid, and the same shall be raised and paid accordingly: Provided always, that it shall be lawful for the said Court of Exchequer to make such Order or Orders as the said Court shall think fit for taxing and settling the said Costs, Charges, and Expences.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and all and every other Person or Persons, Bodies Politic and Corporate, her, his, and their Heirs, Successors, Executors, and Administrators, (other than and except the Parishioners of the said Parish of *Paddington*, and the Trustees for the Time being of the said Charity Lands,) all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever of, in, to, out of, and upon the said Lands and Hereditaments comprised in the Schedule to this Act or any Part thereof, as they or any of them had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been made.

General
Saving.

XI. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom; and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as
printed by
the Queen's
Printers to be
admitted as
Evidence.

The SCHEDULE above referred to.

ALL that Piece of Garden-Ground formerly lying in the Common Field called Bayswater Field, containing Three Roods Six Perches and Three Quarters, being in the Occupation of Thomas Hopgood as a yearly Tenant; and also all that Piece or Parcel of Garden Ground contiguous to the above-mentioned Piece of Garden Ground, containing One Acre Two Roods and Fifteen Perches, now in the Occupation of Samuel Cheese as yearly Tenant; and also all that Piece or Parcel of Meadow Land, with a Dwelling House thereon, lying near Black Lion Lane, containing One Acre or thereabouts, now in the Occupation of Robert Nevins, for a Term of Sixty-three Years from Christmas One thousand eight hundred and two.

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1838.

