



ANNO DECIMO QUINTO & DECIMO SEXTO

VICTORIÆ REGINÆ.

Cap. 10.

An Act to enable the President and Scholars of the College of *Saint Mary Magdalen* in the University of *Oxford*, as Owners in Fee of Lands at *Wandsworth* in the County of *Surrey*, to grant Building Leases ; and for other Purposes.

[30th June 1852.]

WHEREAS the Reverend *Thomas Sheppard*, late of *Ampport* in the County of *Southampton*, Doctor of Divinity, by his Will, bearing Date the Thirtieth Day of *June* One thousand eight hundred and twelve, after reciting various Devises and Bequests, gave, devised, and bequeathed all the Rest, Residue, and Remainder of his Real and Personal Estate whatsoever, not therein-before otherwise disposed of, to his Wife *Sophia Sheppard* of *Ampport* aforesaid, and the Reverend *Martin Joseph Routh* Clerk, Doctor of Divinity, President of the said College of *Saint Mary Magdalen*, their Heirs, Executors, Administrators, and Assigns, upon trust to sell and dispose of and get in the same, and the Money arising therefrom to pay and dispose of in manner therein-after mentioned ; (that is to say,) Two thousand five hundred Pounds Stock in the Four *per Centum* Annuities, Part thereof for certain Purposes therein specified, but subject to a Proviso in respect thereof, written in the Margin of the said Will, and signed by the said Testator, and the Residue

Will of the Rev. T. Sheppard, D.D., dated 30th June 1812.

[Private.]

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thereof

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thereof to remain to the Use and for the Benefit of such Person or Persons, and in such Shares and Proportions, Manner and Form, as his said Wife should, in and by any Deed or Instrument in Writing, to be sealed and delivered by her in the Presence of and attested by One or more credible Witness or Witnesses, or by her last Will and Testament in Writing, appoint, and in default thereof in trust to or for the Use and Benefit of the President and Scholars of *Magdalen College* aforesaid, and their Successors, but subject to a Direction therein contained for the Investment of a sufficient Sum for raising Ten Pounds *per Annum* for certain Purposes therein mentioned: And whereas the said Testator departed this Life on or about the Twenty-second Day of *January* One thousand eight hundred and fourteen, without having revoked or altered his said Will, and that the said Will, with Three Codicils thereto (which did not alter or make void the said residuary Bequest contained in the said Will), was proved by the said *Sophia Sheppard*, the sole Executrix thereof, on the Twenty-second Day of *March* One thousand eight hundred and fourteen, in the Prerogative Court of *Canterbury*: And whereas by Her Gracious Majesty's Letters Patent under the Great Seal of *Great Britain*, bearing Date the Twelfth Day of *August* One thousand eight hundred and fifty, Her Majesty, for Herself, Her Heirs and Successors, did grant special Licence, full Power, and absolute Authority unto the said *Martin Joseph Routh*, and all and every other Person and Persons, Bodies Politic and Corporate, otherwise competent in that Behalf respectively, to grant, alien, convey, and dispose of in Mortmain, in perpetuity or otherwise, unto and to the Use and Benefit of the said President and Scholars and their Successors, the said Hereditaments situate at *Wandsworth* in the said County of *Surrey*, described or referred to in the said Schedule under the Licence now in recital written, nevertheless upon the Trusts, and under and subject to the several Charges, Provisions, and Directions expressed and declared in and by the said Will of the said *Thomas Sheppard* deceased; and Her Majesty did by Her said Letters Patent now in recital, for Herself, Her Heirs and Successors, give and grant unto the said President and Scholars and their Successors that Her said Letters Patent, or the Enrolment or Exemplification thereof, should be in all things valid, sufficient, and effectual in the Law, according to the Intent and Meaning thereof, notwithstanding the not fully or truly naming or describing the said Estates and Hereditaments, or any of them, or any Part or Parts thereof, or any Misrecital, Nonrecital, Omission, Imperfection, Defect, Matter, Cause, or Thing whatsoever to the contrary thereof: And whereas by an Indenture bearing Date the Eleventh Day of *November* One thousand eight hundred and fifty, and made between the said Reverend *Martin Joseph Routh* Doctor of Divinity, and President of *Magdalen College* aforesaid, the only Brother and Heir-at-Law of the said

The said
Will proved,
22d March
1814.

Letters Pa-
tent, dated
12th August
1850.

Indenture,
dated 11th
November
1850.

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said *Sophia Sheppard*, formerly the Wife and afterwards the Widow of the said *Thomas Sheppard* deceased, of the First Part, the Reverend *Richard Wetherell* Clerk (the Heir-at-Law of Sir *Charles Wetherell*, late of *Lincoln's Inn*, in the County of *Middlesex*, Knight, and One of Her Majesty's Counsel, then deceased,) of the Second Part, the President and Scholars of *Magdalen College* aforesaid of the Third Part, the Reverend *Charles Attimore Ogilvie* Doctor of Divinity, Canon of *Christchurch* in the University of *Oxford*, and the Reverend *John Rouse Bloxam* Doctor of Divinity, Fellow of *Saint Mary Magdalen College, Oxford*, aforesaid, of the Fourth Part; after reciting the said Will and Codicils, and the Death of the said *Thomas Sheppard*, and the Proof of his said Will and Codicils, as herein-before recited; and further reciting that by Indentures of Lease and Release bearing Date respectively the Nineteenth and Twentieth Days of *October* One thousand eight hundred and twenty-two, the Release made between *William Scrope* Esquire and *John Bennet* Esquire of the First Part, the said *William Scrope*, as Administrator of the Goods and Chattels of *Harriet Hope Porter* Widow, of the Second Part, the said *Sophia Sheppard* of the Third Part, and the said Sir *Charles Wetherell*, then *Charles Wetherell* Esquire, of the Fourth Part, whereby it was witnessed that in consideration of Eight thousand eight hundred and twenty-eight Pounds paid by the said *Sophia Sheppard* to the said *William Scrope* and *John Bennet*, and of Ten Shillings, they the said *William Scrope* and *John Bennet*, in exercise of the Power of Sale vested in them as therein mentioned, and by the Direction of the said *Sophia Sheppard*, did bargain, sell, and release, and the said *William Scrope*, as such Administrator as aforesaid, did release and quit claim unto the said Sir *Charles Wetherell* and his Heirs the Pieces or Parcels of Land, Tenements, Quitrent, and Hereditaments therein-after particularly mentioned, and intended (with other Hereditaments) to be by the Indenture now in recital granted and released, with their Appurtenances, to hold the same (subject as therein mentioned) unto the said Sir *Charles Wetherell* and his Heirs, to the Use of the said Sir *Charles Wetherell*, his Heirs and Assigns, for ever, in trust nevertheless for the said *Sophia Sheppard*, her Heirs and Assigns, and to be conveyed and disposed of as she or they should from Time to Time direct; and reciting other Indentures, whereby, in consideration of the Sums of Four thousand six hundred and fifteen Pounds, Three thousand one hundred Pounds, and Two thousand seven hundred and fifty Pounds, in the same Indenture respectively mentioned, and therein shown to be paid by the said *Sophia Sheppard* for the Purchase of certain Lands and Hereditaments therein described, the same Lands and Hereditaments were conveyed and assured unto the said Sir *Charles Wetherell* and his Heirs and Assigns, in trust for the said *Sophia Sheppard*, her Heirs and Assigns, and other Lands and Hereditaments

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Hereditaments therein described were conveyed and assigned unto and to the Use of the said *Sophia Sheppard* and her Heirs and Assigns; and reciting that the said several Sums of Eight thousand eight hundred and twenty-eight Pounds, Four thousand six hundred and fifteen Pounds, Three thousand one hundred Pounds, and Two thousand seven hundred and fifty Pounds, the respective Purchase Monies for the Purchase of the Hereditaments aforesaid, were raised and paid by the said *Sophia Sheppard* from and out of the residuary Funded Property of the said *Thomas Sheppard*, as appeared by a Writing found among the Papers of the said *Sophia Sheppard*; and reciting a certain other Indenture, whereby, in consideration of the Sum of Four hundred and fifty Pounds in the said Indenture mentioned, and therein stated to be paid by the said *Sophia Sheppard* for the Purchase of the Hereditaments thereby conveyed and assured, certain Hereditaments therein described were also conveyed and assured unto the Use of the said *Sophia Sheppard*, her Heirs and Assigns, for ever; and reciting that the said Four hundred and fifty Pounds was raised and paid by the said *Sophia Sheppard* with and out of the Rents and Profits of the Hereditaments comprised in the residuary Devise of the said Will of the said *Thomas Sheppard*, or the Hereditaments so purchased with such residuary Personal Estate as therein-before mentioned; and reciting that the said *Sophia Sheppard* died on the said Thirty-first Day of *July* One thousand eight hundred and forty-eight, intestate, and without having in her Lifetime expressly exercised the Power of Appointment given to her in and by the said Will of the said *Thomas Sheppard* over his residuary Estate and Effects, leaving the said *Martin Joseph Routh*, her said only Brother and Heir-at-Law and Co-trustee under the said Will of the said *Thomas Sheppard*, her surviving; and reciting that the said *Martin Joseph Routh* was desirous that all the said Hereditaments so purchased by the said *Sophia Sheppard* as aforesaid should be conveyed and assured to the Use of the said President and Scholars of *Magdalen College, Oxford*, aforesaid, and had requested the said *Richard Wetherell* to join with him in conveying the said Hereditaments accordingly; it is witnessed that, in consideration of the Premises, and of Ten Shillings by the said *Charles Attimore Ogilvie* and *John Rouse Bloxam* paid to each of them the said *Martin Joseph Routh* and *Richard Wetherell*, he the said *Martin Joseph Routh*, as the surviving Trustee of the Will of the said *Thomas Sheppard*, and as at Heir-at-Law of the said *Sophia Sheppard*, and according to his Estate and Interest, both legal and beneficial, or otherwise, in the said Hereditaments by the said Indenture now in recital granted and released, and at the Request of the said President and Scholars, did grant, release, and confirm, and the said *Richard Wetherell*, as the Heir-at-Law of the said *Sir Charles Wetherell*, at the Request and by the Direction of the said *Martin Joseph Routh*, and also at the Request of the said President and

Scholars,

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Scholars, did grant and release unto the said *Charles Attimore Ogilvie* and *John Rouse Bloxam*, and their Heirs, all and singular the Freehold Messuages or Tenements, Farms, Lands, and Hereditaments situate, lying, and being in *Wandsworth* in the County of *Surrey*, described or referred to in the Schedule under the Indenture now in recital written, being the same as those contained in the said Schedule to the said Letters Patent, and comprising and including the Messuages, Buildings, Lands, and Hereditaments mentioned and particularized in the Schedule hereto, to hold the same, subject to the Leases then existing and affecting the said Hereditaments, to the Use of the said President and Scholars, their Successors and Assigns, for ever, nevertheless upon the Trusts and subject to the Charges and Directions expressed and declared by the said Will of the said *Thomas Sheppard* deceased: And whereas the Lands and Hereditaments mentioned and particularized in the Schedule hereto, and so vested in the said President and Scholars as aforesaid, are convenient and well adapted for Building Purposes, and might be advantageously employed for those Purposes, and otherwise improved, and the Value thereof, and of the Estate and Interest of the said President and Scholars therein, might be greatly increased by being so employed, and it is expedient that for the Purposes aforesaid the said President and Scholars should be invested with proper and sufficient Powers for the Letting, Management, and Improvement of the said Lands and Hereditaments, but the same cannot be accomplished without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the President and Scholars of the College of *Saint Mary Magdalen* in the University of *Oxford* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

I. That in this Act, and so far as relates to the Construction of the same, the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there shall be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpreta-
tion of
Terms.

The Word "Person," or the Word "Persons," shall include Corporations, whether sole or aggregate, authorized by Law to take and hold Lands:

The Expressions "the said President and Scholars" shall mean the said President and Scholars of *Saint Mary Magdalen* in the University of *Oxford*, and their Successors:

The Expression "the said Lands" shall mean the Lands, Tenements, and Hereditaments at *Wandsworth* in the County of *Surrey*

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Surrey conveyed to the said President and Scholars by the said Indenture of the Eleventh Day of *November* One thousand eight hundred and fifty, herein-before recited, and which are mentioned and particularized in the Schedule hereto.

Power to
grant Build-
ing and Re-
pairing
Leases for
certain
Terms.

II. That from and after the passing of this Act it shall be lawful for the said President and Scholars, from Time to Time, by Indenture sealed with their Common Seal, to demise and lease all or any Part or Parts of the said Lands, with the Appurtenances, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or Persons whomsoever who shall be willing to erect and build any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings on the Lands in any such Lease to be comprised, or any Part thereof, or to finish any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings erected and built or to be erected and built on the said Lands or any Part thereof, or to repair or improve any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings standing or to stand on the said Lands or any Part thereof, or to erect and build any Dwelling Houses, Shops, Manufactories, Warehouses, or other Buildings in lieu thereof or in addition thereto; and with or without Liberty for the Lessee to take down all or any Part of the Buildings standing on the Lands in any such Lease to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall in any such Lease be mentioned and agreed on; and also with or without Liberty for the Lessee to lay out and appropriate any Part or Parts of the Lands to be comprised in any such Lease as or for Plantations, Gardens, Yards, or other Conveniences or Appendages, for the Use or Convenience of the Tenants or Occupiers of the said Dwelling Houses or other Buildings, and also to set or lay out and appropriate any Part or Parts of the Lands comprised in any such Lease as and for Streets, Squares, Circuses, or other similar Spaces of Ground, Roads, Avenues, Approaches, Courts, Ways, Paths, Passages, Watercourses, Sewers, Drains, or otherwise for the Use, Recreation, and Convenience of the Tenants or Occupiers for the Time being of any of the said Dwelling Houses or other Buildings, or for the general Improvement thereof or of any Part thereof; and also with or without Liberty for the Lessee to dig and make, in or under any of the Lands which may be so set out and appropriated for any of the Purposes aforesaid, Arches, Cellars, or other Easements to any present or future Buildings; and also with or without Liberty for the Lessee to fell, cut, dig, and to use or carry away or sell or dispose of such Timber, Stone, Slate, Earth, Clay, Loam, Sand, or Gravel as shall be upon, in, or under the Lands to be comprised in any such Lease or any Part thereof; and also with or without Liberty for the Lessee to dig and

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and excavate any Earth, Clay, or Sand out of any convenient Part of the Lands to be comprised in any such Lease or Leases, and to manufacture the same into Bricks or Tiles, to be used in such Buildings, Repairs, or Improvements as aforesaid, or to be sold or disposed of as may be agreed upon in any such Lease or Leases; and also with or without Liberty for the Lessee to use and enjoy any Ground to be appropriated as an Easement or Convenience; and also with or without any other Liberties, Easements, or Privileges which are or may be usual in Leases of a similar Description; so as in and by every such Lease there be reserved and made payable, half-yearly or oftener during the Continuance of the Term thereby granted, and to be incident to and go along with the Reversion immediately expectant on the Determination thereof, the best yearly Rent which at the Time of making such Lease can be reasonably obtained for the same, considering the Nature of the Lease, and having due Regard to the Expenditure of the Lessee in Buildings, Repairs, or Improvements, and his Responsibility and other the Circumstances of the Case (except in those Cases in which a Peppercorn Rent, or less than the best Rent, may, under the Provisions herein-after contained, be reserved); and so as every such Lease be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of the making of the same; and so as in every such Lease made for the Purpose of having Buildings erected and built or finished there shall be contained a Covenant on the Part of the Lessee to build and finish or to finish such Buildings within a Time to be therein specified for that Purpose; and so as in every such Lease made for the Purpose of having Buildings repaired there shall be contained a Covenant on the Part of the Lessee to make and finish the intended Repairs within a Time to be therein specified for that Purpose; and so as in every such Lease, whether for building or repairing or otherwise, there be contained on the Part of the Lessee a Covenant for the due Payment of the Rent to be thereby reserved (unless the same shall be a Peppercorn), and of all Taxes, Charges, Assessments, and Impositions whatsoever affecting the Lands therein comprised (except only the Tax, if any, for the Time being upon Property or Income), and also a Covenant for keeping the Buildings erected and built, or to be erected and built or repaired, on the Lands comprised in such Lease (except so far as the same shall be thereby authorized to be taken down), in repair during the Term thereby granted, and also a Covenant for permitting the said President and Scholars, or their Stewards or Agents, twice at least in every Year, to enter and view the State and Condition of the Premises, and also a Covenant for keeping the Buildings (except as aforesaid, and subject to the Provision in this Behalf herein-after contained,) insured from Loss or Damage by Fire to the Amount
of

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of Three Fourths at least of the Value thereof, in some or One of the public Offices of Insurance in *London* or *Westminster*, and also to surrender the Possession thereof, and leave in good Condition and Repair the demised Lands, with the Buildings to be erected and built or repaired thereon, on the Expiration or other sooner Determination of the Term to be thereby granted, or such Covenants on the Part of the Lessee as shall be in Substance and Effect the same as or equivalent to the Covenants herein-before specified; and so as in every such Lease there be contained a Proviso or Condition of Re-entry for Nonpayment of the Rent thereby reserved (unless the same shall be a Peppercorn) for any Space not exceeding Forty Days, or for Nonperformance or Nonobservance of any of the Covenants or Agreements on the Part of the Lessee therein contained, except such (if any) of the same Covenants and Agreements, not being for the Payment of Rent, as the said President and Scholars shall think it reasonable to except, and also with or without (as the said President and Scholars shall think fit) a Proviso that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend (except of the Covenant for Payment of Rent, and of such other Covenants or Agreements (if any) as the said President and Scholars shall think it reasonable to except,) shall occasion any Forfeiture of such Lease, or of the Term thereby granted, or give any Right of Re-entry unless or until Judgment shall have been obtained in an Action for such Breach, nor unless the Damages and Costs to be recovered in such Action shall remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and so as there be not contained in such Lease any Clause or Words authorizing the Lessee to commit Waste, or exempting him from Punishment for committing Waste, save so far as may be necessary for or incident to the Purposes aforesaid or any of them, and so as the Lessee execute a Counterpart of such Lease: Provided nevertheless, that the Proviso or Condition of Re-entry herein-before required to be inserted in every such Lease as aforesaid may, if the said President and Scholars shall think fit, be so divided or apportioned as on Breach of any of the Covenants or Agreements to which the same Proviso or Condition shall extend (except such, if any, of the same Covenants and Agreements as the said President and Scholars shall think it reasonable to except as aforesaid,) to give a Right of Re-entry into or upon any Part or Parts only to be specified in the Lease, and in respect of which the Breach shall have occurred, of the demised Lands or Buildings, with their Appurtenances; provided nevertheless, that there may be contained in every such Lease as aforesaid such further or other Covenants, Provisoes, Conditions, Restrictions, and Stipulations as to the said President and Scholars shall appear reasonable.

III. That

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III. That from and after the passing of this Act it shall be lawful for the said President and Scholars, by themselves or by any Person or Persons acting on their Behalf, to enter into any Contract in Writing, either conditional or absolute, for making or granting a Lease or Leases of the Lands herein-before authorized to be leased as aforesaid, or any Part or Parts thereof, pursuant to the Powers and subject to the Restrictions herein contained, so far as the same shall be applicable, and in any such Contract or Contracts (with the Consent of the Contractor or Contractors) to reserve Power to rescind and vary the same, and to enter into fresh Contracts or not, as the said President and Scholars shall think fit, and by any such Contract to agree, when and as any Land or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be respectively built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in such Contract, by One or more Indenture or Indentures to lease or cause to be leased the same Lands or Buildings, or any Part thereof, to the Person or Persons contracting to take the same as aforesaid, or his Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, for and during the Remainder of the Term to be specified in such Contract, and in such Parcels, and under and subject to such Portion or Portions of the yearly Rent, to be specified in such Contract, as shall be thought proper; and also (if the said President and Scholars shall think the same expedient) to agree that the total Amount of Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract, of the Lands thereby agreed to be leased, and that the Residue of such Lands shall be leased at the yearly Rent of a Peppercorn, either before or after the total Amount of Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or if no given Quantity of Land for such Purpose shall be specified in such Contract, to agree that when the total Amount of Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of such a Portion of the Lands thereby agreed to be leased as, with the Buildings erected thereon, shall be of an annual Value equal to or exceeding Four Times the said full Rent, the Residue thereof (if any) shall be leased by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in the Case of Leases to be granted subject to the Rent of a Peppercorn, to agree to grant the same either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in any such Contract may be made to commence at any such Period or Periods within Two Years from the Date of such Contract, and may be made to increase periodically,

Power to
enter into
Contracts for
granting
Building
Leases, &c.

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beginning

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beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be leased, and the Progress of the Buildings stipulated to be erected thereon, but so nevertheless that the full yearly Rent shall be made to commence at a Period not exceeding Five Years from the Date of the said Contract; and also to agree that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and that the Person with whom such Contract shall be entered into shall remain liable in respect of such Part of the Lands comprised in such Contract as shall not for the Time being be leased to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper, and shall in such Contract be provided for; and also to agree that the Person with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges therein authorized to be granted, except such thereof as the said President and Scholars shall think it reasonable to except: Provided also, that there may be contained in every such Contract as aforesaid such further or other Agreements and Stipulations as to the said President and Scholars shall seem reasonable.

Variation in
Terms
between
Leases and
Contracts
not to be
material, and
Contracts
not to form
Part of Title.

IV. That no Lease granted or to be granted under the Power of this Act shall be invalid by reason of any Variation between any such Lease and any prior Contract for a Lease which may have preceded the granting of such Lease, but every Lease to be granted as aforesaid shall be valid and effectual notwithstanding such Variation, and no Person taking such Lease, or claiming under such Lease, shall be bound to inquire whether such Lease is in pursuance of or authorized by any such prior Contract, nor shall any such Person be in any Manner affected by anything contained in any such Contract; and the Contract or Contracts which shall have preceded such Lease shall not at Law or in Equity form a Part of the necessary Evidence of the Title of the Lessee or Lessees named in such Lease, or of his, her, or their Executors, Administrators, or Assigns, whether such Lease is or is not expressed to be granted under or in pursuance of any such previous Contract; provided that such Lease shall not be inconsistent or at variance with the Provisions and Restrictions herein contained with respect to the Leases hereby authorized to be granted.

Power to the
President
and Scholars

V. That it shall be lawful for the said President and Scholars, if they shall think fit, in any Lease to be granted under the Powers of this

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this Act, to cause to be omitted the Covenant on the Part of the Lessee herein-before directed to be inserted for keeping the Houses and Buildings comprised in such Lease, or to be erected and built on the Lands therein comprised, insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, and in lieu of such Covenant to insert or cause to be inserted in any such Lease as aforesaid a Covenant on the Part of the said President and Scholars to keep such Houses and Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof, and to lay out the Money which shall be recovered by virtue of such Insurance in substantially rebuilding, repairing, and reinstating such Houses or Buildings as shall be destroyed or damaged by Fire, and to cause to be inserted in such Lease such Covenants, Stipulations, and Provisions for securing to the said President and Scholars the Repayment of the Sum or Sums of Money which shall be paid by them in effecting or continuing any such Insurance as the said President and Scholars shall think fit.

to insure Buildings, &c. comprised in any Lease, and to charge the Premiums to the Tenants.

VI. That from and after the passing of this Act it shall be lawful for the said President and Scholars, either by themselves or by any Person or Persons on their Behalf, to enter into such Contract or Contracts in Writing as they may deem expedient with any Person who may be willing to purchase the Liberty or Privilege of digging and raising Gravel or Sand, or Earth, Loam, or Clay, suitable for making Bricks or Tiles, out of any Part of the said Lands, and to grant to such Person, either by Indenture sealed with the Common Seal of the said President and Scholars or by such other Ways or Means as may be deemed expedient, and for such Considerations as to the said President and Scholars shall appear reasonable or proper, the Liberty or Privilege of digging and raising such Gravel, Sand, Earth, Loam, or Clay, and of selling and disposing of the same, together with all such Powers as may be requisite for carrying such Contract or Contracts into effect.

Power to the President and Scholars to dispose of Brick Earth, &c.

VII. That from and after the passing of this Act it shall be lawful for the said President and Scholars at any Time or Times to make or enter into any Arrangement or Arrangements with the Lessees or Tenants of the Lands hereby authorized to be leased, or any or either of them, either alone or in conjunction with any other Person or Persons, for the lighting, paving, draining, and cleansing, or otherwise for the general Improvement or more convenient Use and Enjoyment of the said Lands or any Part thereof, or the Roads, Streets, Ways, Approaches, Avenues, or Passages in or about the same, and for such Purposes, or any or either of them, to give and grant or allow such Easements,

Lessors may enter into Arrangements with Lessees for lighting, paving, &c.

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Easements, Rights, Liberties, and Privileges in or over the said Lands or any Part thereof, to any Person or Persons whomsoever, as by the said President and Scholars shall be deemed expedient, and under and subject to such Provisoos, Conditions, and Restrictions as by the said President and Scholars shall be deemed proper, and in consequence of or for carrying into effect any such Arrangement to enter into and to insert or cause to be inserted in any Lease or Leases, or Contract or Contracts for any Lease or Leases, to be made or entered into under or by virtue of this Act, such Covenants, Agreements, and Stipulations on the Part of the said President and Scholars, or the said Lessee or respective Lessees, his, her, or their Heirs, Executors, Administrators, and Assigns, and such Reservations, Provisoos, and Conditions as by the said President and Scholars shall or may be thought requisite or proper.

President and Scholars may enter into Arrangement with Lessees as to Payment of Tithe Rent-charges.

VIII. That from and after the passing of this Act it shall be lawful for the President and Scholars, if they shall think it expedient so to do, to enter into any Arrangement for the Payment by them of the Tithe Rentcharge for the Time being payable for or in respect of the said Lands or any of the same or any Part thereof, in exoneration therefrom of the respective Lessees or Tenants of the said Premises, or some or any or either of them, and to accept and to agree to accept, and to reserve and agree to reserve, an additional or increased Rents or Rent in consideration thereof; and in any Lease or Leases, Contract or Contracts, to be made or entered into in pursuance of this Act, to enter into or cause to be inserted such Covenants, Conditions, Stipulations, and Agreements on the Part of the said President and Scholars, or the Lessee or Lessees, or his, her, or their Heirs, Executors, Administrators, or Assigns, with respect to the Tithe Rentcharges to which the Premises thereby demised or leased or agreed to be demised or leased are or may be respectively liable, or any Part thereof, as upon a due Consideration of all Circumstances shall to the said President and Scholars seem advisable.

Power to appropriate any Part of the Lands for Streets, Squares, &c.

IX. That from and after the passing of this Act it shall be lawful for the said President and Scholars to set or lay out and appropriate any Part of the said Lands as and for Streets, Squares, Circusses, or other similar Spaces of Ground, Approaches, Avenues, Roads, Courts, Ways, Paths, Passages, Watercourses, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or other Easements or Conveniences for the general Improvement of the said Lands, or for the Accommodation or Convenience of the Tenants and Occupiers thereof, in such Manner, and upon such Terms, and either subject to or without being subject to any annual or other Payments by such Tenants or Occupiers,

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piers, as shall be mentioned or agreed upon or in any Lease to be made in pursuance of this Act, or in any general Deed to be executed for that Purpose under the Common Seal of the said President and Scholars, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*, and also by such Lease or by such general Deed to give and grant such other Privileges and Easements in or over the said Lands or any Part thereof as the said President and Scholars shall deem reasonable or convenient.

X. That it shall be lawful for the said President and Scholars at any Time to release any Person or Persons with whom any Contract or Contracts may be entered into in pursuance of this Act, and his, her, or their Executors, Administrators, and Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and to enter into any new Contract or Contracts, according to the Provisions of this Act, with the same or any other Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Contract or Contracts, or the Part or Parts of the Contract or Contracts in respect whereof such Release shall have been made, and to enter into any new Covenants and Agreements with any Person or Persons with whom any Contract or Contracts may be entered into, by way of Addition to or Explanation or Alteration of all or any Part or Parts of the Covenants and Agreements in any such Contract or Contracts respectively contained, and also to accept a Surrender or Surrenders of all or any Part of the Lands which may be comprised in any such Contract or Contracts, and of all or any Part of the Lands comprised in any Lease to be granted under any of the Powers herein-before contained, and upon any such Surrender to grant, under and according to the Powers herein-before contained, either to the Person surrendering, or to any other Person or Persons, One or more new Lease or Leases of the Lands so surrendered, or any Part thereof, either alone or together with any of the said Lands, and with Liberty in regulating the Terms upon which such new Lease or Leases shall be granted to make such Allowance or Remuneration, either by way of annual Charge upon the Lands so surrendered, or otherwise, to the Person surrendering the same, or his or her Executors, Administrators, or Assigns, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to the said President and Scholars shall seem reasonable, but so that no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time: Provided always, that upon any such Surrender as aforesaid it shall be lawful for the said President and Scholars, if they shall think fit, to grant

Powers to
release, enter
into new
Contracts,
and accept
Surrenders
of Leases, &c.

[*Private.*]

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a new

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a new Lease or new Leases of the Lands so surrendered, either to the Person surrendering the same, or to any other Person, for any Term or Number of Years not exceeding the then unexpired Residue of the Term granted by the surrendered Lease, at a Rent or several Rents equivalent to the Amount of the Rent which was reserved by the surrendered Lease in respect of the Entirety of the Lands so surrendered, and in making such new Lease or Leases either again to subject the whole of the Lands so surrendered to a Rent equivalent to the whole Amount of the Rent which was payable for the same Lands under such surrendered Lease, or so to apportion the Amount of Rent which was payable under such surrendered Lease as that in the new Lease or Leases so to be made as aforesaid some specific Part or Parts only, and not the whole of such Lands, shall be subjected to the whole or some specific Portion only of the Amount of Rent which was payable under such surrendered Lease, and so that if a Rent or Rents equivalent to the whole Amount of the Rent which was payable under such surrendered Lease shall by any such new Lease or Leases be reserved or made payable in respect of a Part or Parts only of such Lands, the said President and Scholars may grant a Lease or Leases of the Residue of such Lands at the yearly Rent of a Peppercorn: Provided always, that a Certificate in Writing under the Hand of the Solicitor, Steward, Clerk, or Agent for the Time being of the said President and Scholars, that the entire Rent mentioned in the surrendered Lease has been duly reserved in pursuance of this Enactment, shall, as regards the Lessee or Lessees under such new Lease or Leases, and all Persons claiming under him or them, be sufficient and conclusive Evidence of such Reservation: Provided always, that when and as any such new Lease shall be granted under the Powers herein-before contained of any Lands comprised in any such surrendered Lease, the Lease so surrendered shall form no Part of the Title either at Law or in Equity to such new Lease.

On Recovery
of Possession
of any Lands
under a Con-
dition of
Re-entry,
new Leases
may be
granted.

XI. That if the said President and Scholars shall at any Time hereafter enter upon and resume or recover or obtain Possession of any Lands comprised in any Lease or Contract to be granted or entered into under the Powers of this Act, by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the said President and Scholars, if they shall think fit, to grant Leases, or enter into Contracts to grant Leases, and afterwards to grant Leases of the same Lands and every or any Part thereof, pursuant to the Powers and subject to the Restrictions herein contained: Provided always, that in any such Case as last aforesaid it shall be lawful for the said President and Scholars, if they shall think fit, to grant a Lease, or to enter into a Contract

to

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to grant a Lease, and afterwards to grant a Lease of the Lands comprised in any such forfeited Lease or Contract for any Term or Number of Years not exceeding the then unexpired Residue of the Term granted or agreed to be granted by such forfeited Lease or Contract, at a yearly Rent or yearly Rents which shall be not less in Amount than the yearly Rent reserved or agreed to be reserved by such forfeited Lease or Contract, but subject in all other respects to the Restrictions herein contained.

XII. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality in granting or executing the same, or in entering into the Contract for granting the same, be void or voidable, then and in every such Case it shall be lawful for the said President and Scholars, if they shall think fit, to confirm such Lease, or to grant a new Lease of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions herein contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a yearly Rent or yearly Rents which shall be not less in Amount than the yearly Rent reserved by such void or voidable Lease.

Power to confirm Leases which may be void or voidable by reason of any technical Error or Informality.

XIII. That a Memorandum in Writing, under the Hand of the Solicitor, Steward, Clerk, or Agent of the said President and Scholars, endorsed upon any Lease to be granted under the Powers of this Act, acknowledging that he has received such Counterpart of the said Lease as is hereby required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee, and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Receipts endorsed upon Leases, &c. to be Evidence of Execution of Counterparts.

XIV. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said President and Scholars and their Successors,) all such Estate, Right, Title, and Interest, Claim and Demand, of, in, to, and out of the said Lands 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 passed.

General Saving.

XV. That

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

XV. That this Act shall not be a Public Act, but 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.

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The SCHEDULE referred to by foregoing Act.

Description of Property.	Tenant's Name.	Gross Annual Rental.		
		£	s.	d.
All that Farm on the North Side of Burntwood Lane, bounded on the North Side by the South-western Railway, on the West by Hill Farm and also by Garret Lane, and on the East by Wandsworth Common and other Land belonging to the Estate, containing 140 A. 0 R. 31 P.	J. Beeman, Esq.	290	14	8
Another Farm called Hill Farm, held on Lease for 21 Years from March 1839.	J. Beeman, Esq.	84	0	0
A Dwelling House and Garden, with Paddock, abutting on Wandsworth Common.	J. Bevington, Esq.	49	0	0
A Piece of Land, with House thereon, situate on the North Side of Burntwood Lane, containing 9 A. 2 R. 0 P.	H. Grisewood, Esq.	32	0	0
A Piece of Land used as Allotments, on East Side of Garret Lane, containing 9 A. 0 R. 0 P.	W. Nottidge, Esq.	27	0	0
All those 40 Acres of Land, used as a Market Garden, East of Allfarthing Piece, Wandsworth Common, North on Ground lately sold to the County for Purposes of a Gaol, South on Land belonging to R. Shawford, Esq., and West on other Lands belonging to this Estate.	Messrs. Potter	85	0	0
A Piece of Land used as a Market Garden, with Cottages and Stabling thereon.	Mr. Neale	50	0	0
A Piece of Land containing 9 A. 0 R. 9 P. on the East Side of the Road from Tooting to Wandsworth, used as a Market Garden, with Cottages and Stabling thereon.	Mr. G. Rough	48	5	0
Another Piece of Land on the West Side of the Road leading to Wandsworth, used as a Market Garden, with no Erections thereon.	Ditto	12	5	0
A Dwelling House and Garden abutting on the Road leading from Wandsworth Common.	D. Nicholson, Esq.	32	10	0
A Dwelling House, with Coach-house, Stable, Outbuildings, and Garden, situate at East Hill, Wandsworth, for several Years past in the Occupation of Joshua Saunders, bounded on the North in part by the Turnpike Road leading from Upper Tooting to Wandsworth, and in other Part by the House and Grounds of Mrs. Sheppard, on Lease to Mr. David Nicholson, on the South by a Garden and Premises in the Occupation of Mr. William Saunders, East by the Turnpike Road leading from Upper Tooting to Wandsworth, and on the West by the Garden of Moses D. Getting, Esq.	J. Saunders, Esq.	80	0	0

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Description of Property.	Tenant's Name.	Gross Annual Rental.		
		£	s.	d.
A Brick-built Dwelling House at East Hill, fronting the High Road leading from Wandsworth to Upper Tooting, in the Occupation of Mrs. Janet Adams, with Coach-house, Stabling, Outbuildings, and Garden, bounded on the North and South by other Property late belonging to Mrs. Sheppard, on the West by a Garden then in the Occupation of Mr. Getting, and on the East by the said Road leading from Wandsworth Town to Upper Tooting.	Mrs. Janet Adams (late Saunders).	80	0	0
A Cottage and Garden Ground - - -	Mr. Wicks - - -	9	0	0
A Cottage and Garden Ground - - -	Mrs. Cruchfield - - -	7	12	0
A Cottage and Garden Ground - - -	Mr. Green - - -	9	0	0
A Cottage and Garden Ground - - -	Mr. Betts - - -	8	0	0
A Cottage and Garden Ground - - -	Mr. Harding - - -	12	12	0
A Cottage and Garden Ground - - -	Mrs. Nailor - - -	0	5	0
A Cottage and Garden Ground - - -	Mrs. Paine - - -	4	5	0
A Cottage and Garden Ground - - -	Mr. William Hart - - -	10	0	0
A Cottage and Garden Ground - - -	Mr. John Rough - - -	6	10	0
A Cottage and Garden Ground - - -	Mr. Allen - - -	6	10	0
A Cottage and Garden Ground - - -	Mr. Underwood - - -	6	10	0
A Cottage and Garden Ground - - -	Mr. J. Allen - - -	6	10	0
A Cottage and Garden Ground - - -	Mr. Estick - - -	9	0	0
A Cottage and Garden Ground - - -	Mr. Westbrook - - -	0	1	0
A Cottage and Garden Ground - - -	Mr. Twilley - - -	8	0	0
A Brick-built Public House and Outhouses, abutting North on the High Road, West on Allfarthing Lane.	Messrs. Young and Co. -	11	11	0
A Slip of Ground in same Occupation as the said Public House.	Mr. Cook - - -	2	2	0
Brick and Timber-built Stabling, Sheds, and Yards, abutting West on Allfarthing Lane.	Mr. Wood - - -	16	5	0
5 Brick built Cottages, Timber Sheds, and Yards, abutting South on the Rectory Ground, and East on Allfarthing Lane.	Mrs. Cupitt - - -	12	15	0
2 Brick-built Houses, with Yards in the Rear, abutting North on the High Road.	Mr. Grover - - -	8	8	0
4 Brick-built Dwelling Houses, abutting East on Allfarthing Lane, and North on the High Road.	Mr. Constable - - -	8	13	0
10 Brick-built Cottages and Land - - -	Mr. Miller - - -	10	12	0
A Brick-built School Building, abutting North on the High Road.	Mrs. Barchard - - -	4	10	0
3 Brick-built Dwelling Houses and Land, abutting North on the High Road.	Mrs. Wallis (late Elkington).	8	8	0

Edward J'Anson, junr.