

[26 GEO. 5. &  
1 EDW. 8.]

*Foundling Hospital  
Act, 1936.*

[Ch. lvii.]



## CHAPTER lvii.

An Act to confer further powers on the Governors and Guardians of the Hospital for the Maintenance and Education of Exposed and Deserted Young Children commonly called the Foundling Hospital and for other purposes.

A.D. 1936.

[14th July 1936.]

**W**HEREAS the Governors and Guardians of the Hospital for the Maintenance and Education of Exposed and Deserted Young Children (in this Act referred to as "the Corporation") are a corporate body established by Royal Charter in the year one thousand seven hundred and thirty-nine which for nearly two hundred years has carried on a charity for the welfare of children widely known as "the Foundling Hospital":

And whereas such establishment was effected by means of donations and subscriptions received as a result of efforts pursued with untiring devotion and persistence during the preceding seventeen years by a sea captain named Thomas Coram who after a life of roving activity spent partly on the sea and partly as a shipwright and planter in the American colonies and elsewhere abroad returned when past the age of fifty years to reside in retirement at Rotherhithe and to witness with growing indignation as he journeyed day by day to and from London the spectacle of newly born and unwanted children cruelly deserted by the roadside and there left to die of hunger and exposure by inhuman parents:

[Price 6d. Net.]

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A.D. 1936.

— And whereas the movement which thus arose out of the indignation of Captain Coram at this heartless practice resulted in the constitution of the Corporation which was able by accepting the whole responsibility for such helpless and unwanted infants to rescue them from the fate which otherwise awaited them and provided for them a home and good nursing and carried on their maintenance education and upbringing until they came of age besides in many cases being the means of restoring to a decent and respectable way of life the mothers whose fear of shame or inability to provide support had led them to cast off those to whom they had given life :

And whereas by the said charter which was granted by letters patent of His late Majesty King George the Second and was dated the seventeenth day of October one thousand seven hundred and thirty-nine the several persons therein named and such others as should from time to time be elected in the manner thereafter directed and their successors were for ever thereafter constituted one body politic and corporate by the name aforesaid with perpetual succession and a common seal and with power to purchase have take receive and enjoy to them and their successors manors messuages lands tenements and other property as therein mentioned for the better support and maintenance of such poor deserted children as should be received into the said hospital in manner thereafter mentioned and with power also to sell grant demise exchange and dispose of any of such manors messuages lands and tenements and with other powers as in the said charter set forth :

13 Geo. II.  
c. 29.

And whereas by an Act of Parliament passed in the year one thousand seven hundred and forty (13 George II. C. 29) intituled "An Act for confirming and  
" enlarging the powers granted by His Majesty to  
" the Governors and Guardians of the Hospital for  
" the Maintenance and Education of Exposed and  
" Deserted Young Children by His Most Gracious  
" Charter bearing date the seventeenth day of October  
" in the year of our Lord one thousand seven hundred  
" and thirty-nine and to enable them to execute the  
" good purposes of the said Charter " (in this Act referred to as "the Act of 1740") it was enacted that the Corporation and their successors should have power



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by any instrument under their common seal to contract for or to purchase any lands tenements or hereditaments provided the same should not exceed the value of four thousand pounds a year in fee beyond reprises or to take or purchase for any term or terms of years or as tenants from year to year or at will any lands or tenements whatsoever to hold and enjoy the same and to erect any house or houses building or buildings thereon or to convert any house or houses building or buildings which they should so purchase or hire for that purpose to be an hospital or hospitals for the reception of such poor and exposed children in such manner as to the Corporation should seem meet :

A.D. 1936.

And whereas by the Act of 1740 special provision was made with respect to the maintenance education employment and control of children received into the hospitals and houses of the Corporation and with respect to the constitution and proceedings of the Corporation :

And whereas by the Foundling Hospital Act 1885 provision was made for validating sales and long leases of lands and property of the Corporation which had been or might thereafter be carried out in accordance with the terms and provisions of the said charter but which contravened or might contravene certain Acts passed in the reign of Queen Elizabeth affecting houses lands tithes tenements or hereditaments forming part of the possessions of hospitals and certain other institutions :

48 & 49 Vict.  
c. vi.

And whereas the Corporation shortly after its constitution purchased by means of moneys received through donations and subscriptions certain lands extending to about fifty-six acres in the neighbourhood of Bloomsbury now in the county of London upon part of which extensive buildings were erected for the purposes of the hospital other parts being used for gardens and grounds in connection with the hospital and the remainder (except for small parts which were sold) being demised on long leases by the Corporation :

And whereas from the year one thousand seven hundred and forty-five the work of the hospital was conducted upon the said lands in Bloomsbury until the year one thousand nine hundred and twenty-six when the whole of the land in Bloomsbury then belonging to the Corporation was sold and the children after being transferred temporarily to premises at Redhill were

A.D. 1936. — in the summer of one thousand nine hundred and thirty-five re-established in new buildings erected on a site acquired by the Corporation at Berkhamsted in the county of Hertford :

And whereas since the said sale long and continued efforts have been made by certain well-disposed persons to secure that the site formerly occupied by the hospital (now intended to be called "Coram's Fields") should be preserved developed and maintained in perpetuity as an open space for the welfare of children and young people for which object subscriptions have been and are in course of being collected :

And whereas prior to the execution of the agreement hereinafter mentioned such a position had been reached that an area representing about three-fourths of the said site was being secured for preservation as a playground for children and as an open space but the northern portion of the said site comprising about two and a quarter acres was not so secured but was in danger of being developed for ordinary building purposes :

And whereas the Corporation were most anxious to meet the public desire for the retention of the whole of the said site of their old hospital free from ordinary building development and in response to numerous appeals made to them for their assistance to that end and with the object of restoring and continuing their long connection with the Bloomsbury district and of thus perpetuating Captain Coram's tradition they planned to carry on upon part of the site which his efforts had so long ago secured for the benefit of children some work adapted to their modern needs :

And whereas the Corporation accordingly entered into the agreement set forth in Part I of the First Schedule to this Act (in this Act referred to as "the purchase agreement") for the re-purchase of the said northern portion of the site upon the terms therein set forth and it is expedient that the said agreement should be confirmed :

And whereas the form of the draft agreement mentioned in clause 12 of the purchase agreement is that set out in Part II of the said First Schedule :

And whereas it is expedient that the time allowed under the purchase agreement for the obtaining by the



Corporation of statutory powers enabling them to purchase the property thereby agreed to be sold and to use the same for the purposes therein mentioned should be extended as provided in the supplemental agreement set forth in the Second Schedule to this Act (in this Act referred to as "the supplemental agreement") and that the supplemental agreement should be confirmed :

A.D. 1936.

And whereas it is expedient that the acquisition by the Corporation of the said northern portion of the said site should not be prevented by the limitation of four thousand pounds a year placed as aforesaid by the Act of 1740 upon the value of lands to be acquired and held in fee by the Corporation and that accordingly such re-purchase should be excepted from the scope and operation of that limitation :

And whereas it is expedient that without prejudicing the purposes hitherto served by their charity the Corporation should be entrusted with extended powers of carrying on work for the benefit of children as in this Act provided :

And whereas the purposes of this Act 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 King'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) :—

1.—(1) This Act may be cited as the Foundling Hospital Act 1936.

Short and  
collective  
titles.

(2) The Act passed in the year one thousand seven hundred and forty (13 George II. C. 29) recited in the preamble to this Act may be cited as the Foundling Hospital Act 1740.

(3) The Foundling Hospital Act 1740 the Foundling Hospital Act 1885 and this Act may be cited together as the Foundling Hospital Acts 1740 to 1936.

2. In this Act unless there be something in the subject or context repugnant to such construction—

Interpreta-  
tion.

The expression "the charter" means the charter or letters patent of His late Majesty King George

A.D. 1936.  
—

the Second dated the seventeenth day of October one thousand seven hundred and thirty-nine recited in the preamble to this Act;

The expression “the Corporation” means the body politic and corporate constituted under the charter by the name of “the Governors and “Guardians of the Hospital for the Maintenance and Education of Exposed and “Deserted Young Children”;

The expression “the purchase agreement” means the agreement dated the first day of August nineteen hundred and thirty-five and made between Lewis Richard William Loyd of the one part and the Corporation by Reginald Hugh Nichols their secretary of the other part as set forth in Part I of the First Schedule to this Act and the expression “the supplemental agreement” means the agreement dated the twenty-first day of November nineteen hundred and thirty-five between the same parties as set forth in the Second Schedule to this Act;

The expression “the northern portion of the Bloomsbury site” means the piece of land situate in the borough of Saint Pancras in the county of London formerly part of the site of the Foundling Hospital and comprising approximately two and one-quarter acres bounded on the north-west by Saint George’s Gardens on the west partly by Brunswick Square and partly by the house No. 40 in that square on the east partly by Mecklenburgh Square and partly by the house No. 47 in that square and on the south by land belonging to Lewis Richard William Loyd which piece of land is delineated and coloured pink and brown on the plan annexed to the purchase agreement;

The expression “the existing powers” means the powers of the Corporation under the charter the Act of 1740 and the Foundling Hospital Act 1885.

Confirma-  
tion of  
scheduled  
agreements.

**3.**—(1) The purchase agreement set forth in Part I of the First Schedule to this Act and the supplemental agreement set forth in the Second Schedule to this Act



are hereby respectively confirmed and made binding upon the parties thereto subject to any variation therein which may be agreed between the parties thereto and shall (subject as aforesaid) be carried into effect accordingly.

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(2) After the completion of the purchase under the purchase agreement the Corporation may hold the northern portion of the Bloomsbury site notwithstanding that owing to the purchase thereof the value of the lands tenements or hereditaments purchased by the Corporation may exceed four thousand pounds a year in fee beyond reprises (being the limit specified in that behalf in the Act of 1740) and the purchase of the northern portion of the Bloomsbury site shall be deemed to be excepted from the scope and operation of the said limitation under the Act of 1740.

4.—(1) Subject to the provisions of this section the Corporation may exercise any powers necessary for effecting or assisting any of the following objects:—

Extension  
of existing  
powers of  
Corporation.

(a) the provision maintenance and conduct of day nurseries nursery schools playgrounds open spaces and other establishments and facilities for or in connection with the education and welfare of children in need thereof;

(b) any objects incident or contributory to the welfare of a child or the maintenance of its mother during such period prior to and after the birth of the child as the Corporation may consider expedient if the mother has no sufficient means of maintaining herself and her child or no sufficient means of ensuring the welfare of the child.

(2) Subject as aforesaid the Corporation may use for all or any of the said objects the northern portion of the Bloomsbury site or any part thereof subject to any stipulations or restrictions contained in the purchase agreement or in any conveyance or agreement to be made or executed in pursuance thereof and may also use by way of either capital or income for all or any of the said objects any lands property or funds now belonging to them or from time to time hereafter acquired by them in pursuance of the existing powers and not being the subject of any donation or bequest

A.D. 1936. — under which any special application or appropriation thereof is directed or declared by a donor or testator but subject to any stipulations or restrictions contained in any agreement or conveyance relating to any such lands property or funds for the time being binding upon the Corporation.

(3) The Corporation shall not exercise the powers conferred by this section in such a manner as to interfere with or prejudice the exercise by the Corporation of the existing powers or the performance and observance by the Corporation of their duties and obligations under the charter and the Act of 1740.

Saving for  
London Building  
and Town  
and Country  
Planning Acts.

5. Nothing in this Act shall prejudice or affect the operation of or derogate from any of the provisions of—

20 & 21 Geo. 5.  
c. 158.  
25 & 26 Geo. 5.  
c. 92.

(a) the London Building Acts 1930 and 1935 or any byelaw or regulation for the time being in force thereunder; or

22 & 23 Geo. 5.  
c. 48.

(b) the Town and Country Planning Act 1932 or any scheme or order for the time being in force under that Act or under any Act repealed by that Act.

Costs of  
Acts.

6. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Corporation out of their general funds.



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The SCHEDULES referred to in the  
foregoing Act.

A.D. 1936.  
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FIRST SCHEDULE.

PART I.

THE PURCHASE AGREEMENT.

THIS AGREEMENT is made the first day of August nineteen hundred and thirty-five between LEWIS RICHARD WILLIAM LOYD care of the Lady Mary Loyd of 15 Avenue Elisee Reclus Paris esquire (hereinafter called "the Vendor") of the one part and THE GOVERNORS AND GUARDIANS OF THE HOSPITAL FOR THE MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG CHILDREN commonly called the Foundling Hospital (hereinafter called "the Purchasers") by Reginald Hugh Nichols their secretary of the other part.

Whereby it is agreed as follows :—

1. Subject as provided by clause 13 hereof the Vendor shall sell and the Purchasers shall purchase for the sum of one hundred thousand pounds all that piece of land situate in the borough of Saint Pancras in the county of London forming part of the site recently occupied as the grounds of the Foundling Hospital and delineated on the plan annexed hereto and thereon coloured pink and brown together with all buildings and erections now standing and being on the said land except and reserving to the Vendor and his successors in title owner or owners for the time being of the land coloured green on the said plan annexed hereto a right of way at all times and for all purposes in common with the Purchasers and their successors in title over and along the said piece of land coloured brown on the said plan for an estate in fee simple in possession subject as hereinafter mentioned but otherwise free from incumbrances.

2. The Purchasers having paid the sum of ten thousand pounds as a deposit and in part payment of the purchase money to Messrs. Smiles & Company shall pay the balance of the said purchase money of one hundred thousand pounds within twenty-one days of the grant of the supplemental

A.D. 1936. — royal charter or passing of the Act of Parliament hereinafter mentioned at the office of Messrs. Smiles & Company 15 Bedford Row London W.C.2 the solicitors of the Vendor at which time and place the purchase shall be completed and on payment thereof the Purchasers shall be entitled to a proper transfer of the property and shall as from that date be let into vacant possession and shall pay all outgoings and up to that day all rates taxes and other outgoings shall (if necessary) be apportioned (and so that all rates shall be apportioned according to the period for which they are intended to provide and not as running from the dates when the same are made or allowed) and the balance shall be paid by or allowed to the Purchasers on completion And if from any cause whatever other than wilful default on the part of the Vendor the payment of the balance of the said purchase money shall be delayed beyond the date hereinbefore provided for completion the balance of the purchase money shall bear interest at the rate of four pounds per centum per annum from that day until the day of actual payment thereof.

3. The Vendor is selling as a tenant for life under the Settled Land Act 1925 and accordingly this Agreement shall not be binding on the Vendor if an order shall be made by some competent court restraining or preventing the Vendor from completing this Agreement.

4. The Vendor is registered under the Land Registration Act 1925 as proprietor with an absolute title of the property hereby agreed to be sold and the title to such property shall commence with the registration of the Vendor as such proprietor The Purchasers shall be furnished with an authority to inspect the registers and with copies of the subsisting entries and documents referred to in the registers in respect of the various titles and of any filed plans and shall not require any further or other abstract A small piece of the land coloured pink on the plan annexed hereto is sold subject to a right of way granted to the Purchasers by Foundling Estates Limited the Vendor's predecessors in title by an instrument of transfer dated the third day of November nineteen hundred and thirty By the same instrument there was excepted and reserved to Foundling Estates Limited a right of way over a part of the land thereby transferred and the Vendor will on completion of the present sale release such right of way to the Purchasers.

5.—(1) Certain buildings have been or are proposed (subject to the previous approval of the Vendor being obtained) to be erected on part of the property hereby agreed to be sold which buildings are used or are intended to be used for and in connection with the education and welfare of young children and as an extension of the Purchasers' existing offices at number 40



Brunswick Square Save as regards such buildings and any further buildings which with the previous written consent of the Vendor or other the estate owner for the time being of the property coloured blue on the said plan or of any part thereof exceeding fifty per centum in area which remains in single ownership (such consent not to be unreasonably withheld) or if such owner cannot be readily ascertained with the previous consent of the president for the time being of the Royal Institute of British Architects or a person nominated by him for the purpose may be erected for use for or in connection with the education or welfare of young children or as an extension of the Purchasers' said offices the property hereinbefore described shall be kept and maintained as a perpetual open space for the education and welfare of young children and no buildings save as aforesaid shall be erected on any part of such land and such land shall be managed and regulated so as not to cause any nuisance disturbance annoyance or damage to the Vendor or the owners or inhabitants of any houses or buildings in the square places or streets adjacent or opposite to such property and so as not to affect detrimentally any of the property of the Vendor or the owners or occupiers thereof in the immediate neighbourhood.

(2) The property hereby agreed to be sold will be transferred subject to the stipulations and restrictions mentioned in sub-clause (1) of this clause and the Purchasers shall in the transfer to them enter into a covenant with the Vendor and the persons deriving title under him so framed as to bind so far as possible the said property into whosoever hands the same may come and to enure for the benefit of the Vendor or other the estate owner for the time being of the property coloured blue on the said plan or of any part thereof exceeding fifty per centum in area which remains in single ownership (but not so as to render the Purchasers personally liable in damages for any breach of such covenant committed after the Purchasers shall have ceased to have any interest in the part of the property on or in respect of which such breach shall occur) that the Purchasers will at all times duly perform and observe such stipulations and restrictions.

6. The Vendor shall be at liberty at any time to deal as he may think fit with any part or parts of the Foundling Estate retained by him and may erect or suffer to be erected on any part or parts thereof any buildings or erection or addition of whatsoever height whether the same shall or shall not affect or diminish the light or air now enjoyed by the property hereby agreed to be sold.

7. The Purchasers shall within twenty-one days after delivery of the abstract send to the said solicitors of the Vendor a statement in writing of all objections and requisitions (if any) to or on the title or evidence of title or the abstract or this agreement or

A.D. 1936. — otherwise and subject thereto the title shall be deemed accepted and all objections and requisitions not included in any statement sent within the time aforesaid shall be deemed waived and an abstract though in fact imperfect shall be deemed perfect except for the purpose of any further objection or requisition which could not be taken or made on the information therein contained and an answer to any objection or requisition shall be replied to in writing within ten days after the delivery thereof and if not so replied to shall be considered satisfactory. If the Purchasers shall take any objection or make any requisition which the Vendor shall be unable or on the ground of unreasonable expense unwilling to remove or comply with and the Purchasers shall not withdraw such objection or requisition or waive such question within ten days after being required so to do the Vendor may by notice in writing delivered to the Purchasers or their solicitors and notwithstanding any intermediate negotiation or litigation rescind this agreement and the Purchasers shall return forthwith all abstracts and papers in their possession belonging to the Vendor and shall not make any claim on the Vendor for costs or otherwise and the Vendor shall cause the return to the Purchasers of their deposit. Time shall be deemed in all respects as of the essence of this clause.

8. The assurance to the Purchasers of the said property shall be prepared by them and at their own expense and the engrossment thereof shall be delivered at the said office of the said solicitors of the Vendor at least seven days before the day fixed for completion for execution by the Vendor and other necessary parties (if any) and the draft of such assurance for perusal and approval on behalf of the Vendor and other necessary parties (if any) shall be left at the said office at least five days before the delivery of the engrossment.

9. The property is believed to be and shall be taken as correctly described and any error omission or incorrect statement found in this agreement shall not annul the sale or entitle the Purchasers to be discharged from their purchase nor shall the Vendor or the Purchasers claim or be allowed any compensation in respect thereof.

10. The property is sold subject to all easements or rights in the nature of easements affecting the same and to any subsisting liability in respect of the repair or maintenance of walls fences streets paths drains and other like matters and there shall be reserved in favour of the Vendor and his assigns a right of light and air to the adjoining premises of the Vendor.

11. If before the completion of the purchase the Vendor shall expend money in complying with any requirements in respect of the property enforceable against the Vendor and made after the date hereof by the municipal corporation or other local authority of the borough or district in which the property is situate whether



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1 EDW. 8.]

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as to sanitary or street works or otherwise or if before the completion of the purchase the Vendor shall pay to the local authority such part of the expenses charged on the property in respect of any works effected or resolved upon after the date hereof by the local authority the Purchasers on completion of their purchase shall repay to the Vendor the amount so expended with interest thereon at the rate of four pounds per centum per annum from the date of payment and in case any such requirements shall not have been complied with before the completion of the purchase the Purchasers shall cause the same to be complied with so as to relieve the Vendor from any liability in respect thereof but the Vendor upon receiving notice of such requirements shall inform the Purchasers thereof and give to them if required facilities for complying therewith.

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12. Upon the completion of this agreement the Purchasers shall also execute an agreement in the form of a draft which has already been agreed upon between the parties hereto for the granting in the event mentioned in such agreement of a right of way and other rights of user to the Vendor and his successors in title over part of the property hereby agreed to be sold and for the release in such event of any stipulations or restrictions hereby agreed to be imposed on the property hereby agreed to be sold which would prevent the development thereof as a building site This agreement shall be registered at the land registry against the title of the Vendor and of the Purchasers.

13. The Purchasers shall with all reasonable speed at their own cost apply for and do their utmost to obtain a supplemental royal charter or an Act of Parliament enabling them to purchase the property hereby agreed to be sold and to use such property for the purposes mentioned in clause 5 (1) hereof In case such supplemental royal charter or Act of Parliament shall not be granted on or before the twenty-fifth day of December nineteen hundred and thirty-five or such later day as the Vendor and the Purchasers shall agree to then the sale of the said property shall be void and the deposit shall be released and returned to the Purchasers but without any interest costs or compensation.

As witness the hands of the said parties.

Signed by the above-named LEWIS }  
RICHARD WILLIAM LOYD by } (Sd.) L. R. W. LOYD  
WILLIAM HENRY WHITE his } by  
attorney in the presence of— } W. H. WHITE his attorney.

C. T. R. LLEWELLYN  
15 Bedford Row W.C.1  
Solicitor.

(Sd.) REGINALD H. NICHOLS

A.D. 1936.  
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## PART II.

THE DRAFT AGREEMENT REFERRED TO IN CLAUSE 12  
OF THE PURCHASE AGREEMENT.

THIS AGREEMENT is made the \_\_\_\_\_ day of  
nineteen hundred and thirty-five between THE  
GOVERNORS AND GUARDIANS OF THE HOSPITAL  
FOR THE MAINTENANCE AND EDUCATION OF EXPOSED  
AND DESERTED YOUNG CHILDREN commonly called  
the Foundling Hospital (hereinafter called "the  
Purchasers") by Reginald Hugh Nichols their  
secretary of the one part and LEWIS RICHARD  
WILLIAM LOYD care of the Lady Mary Loyd of  
15 Avenue Elisee Reclus Paris esquire (hereinafter  
called "the Vendor" which expression where the  
context so admits shall include his successors in  
title) of the other part.

Whereas :—

(1) The Vendor is registered under the Land Registration Act 1925 as proprietor with an absolute title of the lands delineated on the plan annexed hereto and thereon coloured green pink and brown respectively.

(2) The Vendor has agreed or is about to agree to sell the land delineated on the said plan annexed hereto and thereon coloured green (hereinafter called "the green land") to the Foundling Site Appeal Council and the Foundling Site Trust (subject to certain stipulations and restrictions as to user) for the sum of eighty-six thousand two hundred and fifty pounds part of which with interest thereon at the rate of four pounds per centum per annum from the date of completion is to be paid by seven annual instalments but the green land will not be transferred by the Vendor in pursuance of the said agreement unless and until the whole of the purchase money with interest as aforesaid shall have been paid.

(3) The Vendor has also agreed to sell the lands delineated on the said plan annexed hereto and thereon coloured pink and brown respectively (hereinafter respectively called "the pink land" and "the brown land") to the Purchasers (subject to certain stipulations and restrictions as to user) and upon the treaty for such sale it was agreed that the Purchasers should also enter into and execute this agreement.

Now it is hereby agreed as follows :—

1. This agreement is conditional upon the aforesaid sale to the Purchasers being duly completed.



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2. If the agreement for the sale of the green land as hereinbefore recited shall not be entered into or if the Vendor shall within ten years from the date hereof become entitled to the green land free from the recited agreement for sale with the Foundling Site Appeal Council and the Foundling Site Trust the Vendor shall be entitled to develop the green land as a building site or otherwise as he may deem expedient free from any stipulations or restrictions and in order to enable the Vendor conveniently to effect such development the provisions hereinafter mentioned shall have effect.

3. The Vendor and his servants agents and workpeople shall be entitled to enter upon the brown land and also upon such part of the pink land as the Vendor may consider necessary or expedient for the purpose of constructing a road and footpaths fronting the same on the brown land and of making sewers and drains and laying water pipes gas pipes and subterranean conductors of electricity in or under the brown land.

4. The Purchasers shall grant in perpetuity to the Vendor as owner of the green land a right of way at all times and for all purposes over and along the said road and footpaths and a right of using the sewers drains water pipes gas pipes and subterranean conductors of electricity in or under the brown land and of otherwise using the said road and footpaths in the manner and for the purposes in and for which public roads in towns are commonly used.

5. Upon the aforesaid grant being made the Vendor shall pay to the Purchasers the sum of eleven thousand eight hundred and fifty-two pounds (being a sum equivalent to ten shillings per foot super of the brown land).

6. The Vendor shall purchase and the Purchasers shall sell the unincumbered fee simple of such part of the pink land as lies between the brown land and the green land at the price of one pound per foot super thereof and completion shall take place contemporaneously with the aforesaid grant referred to in clause 4 hereof.

7. The cost and expenses of constructing the said road and footpaths and of repairing and maintaining the same until they shall be adopted by the local authority shall be borne by the Purchasers and the Vendor in equal shares and they shall also bear in the same proportion the cost and expenses of making and laying and repairing and maintaining all sewers drains water pipes gas pipes and subterranean conductors of electricity in or under the brown land.

8. If the Vendor shall develop the green land as a building site the Purchasers will be entitled to develop the pink land as a building site and any stipulations or restrictions which would prevent such development shall be released by the Vendor.

As witness &c.

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A.D. 1936.

## SECOND SCHEDULE.

## THE SUPPLEMENTAL AGREEMENT.

THIS AGREEMENT is made the twenty-first day of November nineteen hundred and thirty-five between LEWIS RICHARD WILLIAM LOYD of Mealisse St. Jean-Les-Deux-Jumeaux France formerly care of the Lady Mary Loyd of 15 Avenue Elisee Reclus Paris esquire (hereinafter called "the Vendor") of the one part and THE GOVERNORS AND GUARDIANS OF THE HOSPITAL FOR THE MAINTENANCE AND EDUCATION OF EXPOSED AND DESERTED YOUNG CHILDREN commonly called the Foundling Hospital (hereinafter called "the Purchasers") by Reginald Hugh Nichols their secretary of the other part.

Whereas :—

(1) By an agreement in writing dated the first day of August nineteen hundred and thirty-five and made between the Vendor of the one part and the Purchasers of the other part (hereinafter called "the purchase agreement") it was agreed that the Vendor should sell and the Purchasers should purchase for the sum of one hundred thousand pounds the property therein described subject to the exceptions reservations stipulations and restrictions therein set forth.

(2) It was provided by clause 13 of the purchase agreement that the Purchasers should with all reasonable speed and at their own cost apply for and do their utmost to obtain a supplemental royal charter or an Act of Parliament enabling them to purchase the said property and to use the same for certain purposes mentioned in the purchase agreement and that in case such supplemental charter or Act should not be granted on or before the twenty-fifth day of December nineteen hundred and thirty-five or such later day as the Vendor and the Purchasers should agree to then the sale of the said property should be void and the deposit hereinafter referred to should be released and returned to the Purchasers but without any interest costs or compensation.

(3) It was provided by clause 2 of the purchase agreement that the balance of the said purchase money (after deducting the sum of ten thousand pounds which had then already been paid by the Purchasers as a deposit) should be paid by the Purchasers and the purchase should be completed within twenty-one days of the grant of the said supplemental charter or the passing of the said Act and that if from any cause whatever other than wilful default on the part of the Vendor the payment of the balance of the said purchase money should be delayed beyond the date so provided



for completion such balance should bear interest at the rate of four pounds per centum per annum from that day until the day of actual payment thereof. A.D. 1936.

(4) The Purchasers are advised that for the purpose of enabling them to purchase and use the said property as aforesaid it is necessary to obtain statutory powers and have accordingly decided to promote a Bill in the session of Parliament of 1935-36 for an Act conferring the necessary powers and it is intended that such Bill shall include provisions for confirming the purchase agreement and this agreement.

(5) The said Bill cannot pass into law until some date after the date mentioned as aforesaid in clause 13 of the purchase agreement and it has accordingly been agreed between the parties hereto that subject to the provisions hereinafter contained with respect to the payment of interest and to a variation in the terms of clause 5 (2) thereof as hereinafter mentioned such last-mentioned date should be varied as hereinafter provided.

(6) The confirmation of the purchase agreement by means of the said Bill necessitates the inclusion in that agreement of an additional clause as hereinafter provided.

Now it is hereby agreed as follows :—

1. The purchase agreement shall be varied—

(a) by inserting the words following in clause 5 (2) thereof immediately after the word "Vendor" where that word first occurs viz. "or the then owner of the property coloured blue on the said plan";

(b) by substituting the thirty-first day of August nineteen hundred and thirty-six for the twenty-fifth day of December nineteen hundred and thirty-five in clause 13 thereof; and

(c) by inserting therein the following additional clause :—

"This agreement is subject to confirmation by an Act of Parliament to be promoted by the Purchasers and to such alterations (if any) as Parliament may require to be made therein but in the event of either House of Parliament requiring any material alteration to be made in this agreement to the prejudice of either party it shall be lawful for such party by notice in writing to the other party to cancel this agreement and if any material alteration be made in so much of the Bill for the said Act as relates to the subject matter of this agreement which the Purchasers are not prepared to accept it shall be lawful for the Purchasers by notice in writing to the Vendor to cancel this agreement."

A.D. 1936.

2. The Purchasers shall pay to the Vendor interest at the rate of four pounds per centum per annum on the said balance of purchase money from the twenty-fifth day of December nineteen hundred and thirty-five until the date for completion of the purchase provided for under the purchase agreement as varied by clause 1 (b) of this agreement.

3. If the Bill to be promoted by the Purchasers as aforesaid or the provisions thereof for confirming the purchase agreement shall not be passed into law or if the purchase agreement shall be cancelled by either party under the provisions of the additional clause inserted therein by clause 1 hereof the Purchasers shall pay to the Vendor interest at the said rate on the said balance of purchase money from the twenty-fifth day of December nineteen hundred and thirty-five until the date of the rejection or withdrawal of the said Bill or the said provisions thereof or the date of cancellation as the case may be.

4. This agreement (except as regards clause 3 hereof) is subject to confirmation by an Act of Parliament to be promoted by the Purchasers and to such alterations (if any) as Parliament may require to be made therein but in the event of either House of Parliament requiring any material alteration to be made in this agreement to the prejudice of either party it shall be lawful for such party by notice in writing to the other party to cancel this agreement (except as regards clause 3 hereof) and if any material alteration be made in so much of the Bill for the said Act as relates to the subject matter of this agreement which the Purchasers are not prepared to accept it shall be lawful for the Purchasers by notice in writing to the Vendor to cancel this agreement (except as regards clause 3 hereof).

As witness the hands of the said parties.

Signed by the above-named LEWIS  
RICHARD WILLIAM LOYD by } (Sd.) L. R. W. LOYD  
WILLIAM HENRY WHITE his } by  
attorney in the presence of— } W. H. WHITE his attorney.

C. T. R. LLEWELLYN  
15 Bedford Row W.C.1  
Solicitor.

(Sd.) REGINALD H. NICHOLS.

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