



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

# VICTORIÆ REGINÆ.

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## Cap. 4.

An Act to enable the Trustees of the Estates of *Henry Smith* Esquire, deceased, or any Seven or more of them, to grant Building Leases of an Estate in the Parishes of *Kensington, Chelsea,* and *Saint Martin in the Fields* in the County of *Middlesex*, and for the Confirmation of certain Leases, and to enable Seven or more of the said Trustees to make Leases and Estates, pursuant to the Deed of Uses of the said *Henry Smith*; and for other Purposes. [10th July 1854.]

**W**HEREAS by a Decree of the High Court of Chancery, made on the Twentieth Day of *June* in the First Year of the Reign of King *Charles* the First, in a Cause wherein *Henry Smith* Esquire was Plaintiff, and the Right Honourable *Robert* Earl of *Essex* and others Defendants, after Recitals showing that the Manors and Lands and Personal Property therein mentioned had been by the said *Henry Smith* vested in the said Earl and others, Defendants in the Suit, upon Trusts for and towards the Relief of poor Prisoners, hurt and

Decree dated  
20th June,  
1 Charles 1.

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mained Soldiers, poor Maids Marriages, setting up of poor Apprentices, amending of Highways, Losses sustained by Fire or Shipwreck, or otherwise to or for such charitable Uses as they the said Parties trusted, or any Seven of them, should think most meet and convenient, it was ordered, adjudged, and decreed, that the Estate and Interest of the said Manors and Lands, and also of the said Personal Estate, should forthwith, by good and sufficient Conveyance and Assurance in the Law, be settled and vested by such of the said Defendants in whom the Interest thereof did then remain in and upon the said Earl of *Essex*, Mr. Justice *Crooke*, Sir *Christopher Nevill*, Sir *Richard Lumley*, *William Wingfield*, *George Lowe*, *William Blake*, *William Rolfe*, and *Richard Gurnet*, and in such others as the said Plaintiff should nominate and appoint, upon Trust and Confidence that the said Parties trusted and their Heirs should permit and suffer the said Plaintiff, to have the Use of his House in *Silver Street, London*, during his Life; and upon the further Trust and Confidence that the said Parties trusted and to be trusted should suffer the said Plaintiff and his Assigns during his natural Life to receive the Rents, Issues, and Profits of the said Manors, Lands, and Personal Estate, and the Interest of his Money, and to dispose of the said Rents, Interest, and Personal Estate for his own Maintenance, and for and towards such charitable Uses, and otherwise for the Benefit and Relief of his Kindred, as he the said Plaintiff should think fit, nominate, and appoint; and to this further Intent and Purpose, and upon this further Trust and Confidence, that they the said Parties trusted or to be trusted, or Seven of them at the least, and their Heirs and Assigns, should, after the Death of the said Plaintiff, employ, bestow, and dispose of the Rents, Issues, and Profits of the said Manors and Lands, and of the said Personal Estate not disposed of by the said Plaintiff in his Lifetime, to and for the charitable Uses aforesaid, and to and for purchasing and restoring to the Church of Improvements for the Maintenance of learned godly Preachers, and to and for such other charitable Uses as the said Plaintiff by his last Will and Testament in Writing, or by any Writing to be by him sealed and delivered in the Presence of Three Witnesses or more, should nominate, limit, declare, or appoint, or in default thereof to such charitable Uses as should be declared, limited, or appointed by the said Persons trusted, or any Seven of them; and it was further ordered and decreed, that in the said new Conveyance to be made Provision should be that whensoever so many of the said Parties trusted should die as that the Number of them who should survive should not exceed Six, that then the said Six or the Survivors should make a new Conveyance, and settle the said Manors, Lands, and Personal Estate upon themselves, and so many more, to be nominated by the Lord Archbishop of *Canterbury* and Lord Chancellor or Lord Keeper of the Great Seal for the Time being, as should make up the full Number of Thirteen at the least, to the Intents and Purposes aforesaid: And whereas by a Deed of Uses, under the Hand and Seal of the said

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said *Henry Smith*, dated the Twenty-sixth Day of *January* in the Second Year of the Reign of King *Charles* the First, and enrolled in the Court of Chancery, reciting as or to the Effect recited in the said Decree, and reciting also the same Decree, the said *Henry Smith*, for the better Performance of the said charitable Uses, and the settling thereof, so that the same might have Continuance for ever, according to the Intent and Meaning of the said *Henry Smith*, did limit, appoint, and declare his Intent and Meaning to be, that the said Earl of *Essex*, Sir *Christopher Nevill*, Sir *Richard Lumley*, Sir *George Croke*, *George Whitmore*, *George Lowe*, *William Blake*, *William Rolfe*, and *Richard Gurnet*, and *Henry Jackson*, and the Heirs of the Survivor of them, should employ and bestow such Monies as they should receive of the Rents and Revenues of the said Manors, Lands, Tenements, and Hereditaments, and of the Monies, Debts, and other Personal Estate of the said *Henry Smith* before mentioned, for the purchasing of Manors, Lands, Tenements, and Hereditaments to themselves and their Heirs, or so many of them as should be then living, and their Heirs; but with this Proviso, that the true Intent and Meaning of the said *Henry Smith* was, that the said Trustees or the Survivors of them, or the Heirs of such Survivor, should procure from His Majesty, His Heirs and Successors, a Licence under the Great Seal of *England*, to be granted to the Governors of *Christ's Hospital* in *London*, and their Successors, to receive and take the same in Mortmain, and that so soon as the said Licence should be procured the said Trustees or the Survivors of them, or the Heirs of the Survivor, should, by good and sufficient Conveyance and Assurance in the Law, convey and assure, as well the said Manors, Messuages, Lands, Tenements, and Hereditaments therein-before mentioned, as the said Manors; Messuages, Lands, Tenements, and Hereditaments to be purchased as aforesaid, to the Governors of the said Hospital, discharged of all Incumbrances done by them and every of them, to be by them employed according to the true Intent and Meaning of the said Decree and the reciting Deed; and for and concerning such and so much of the said Manors, Messuages, Lands, Tenements, and Hereditaments whereof the Profits should not be disposed of by the said *Henry Smith* during his Life, the same should be employed by the said Trustees according to the true Intent and Meaning of the said recited Conveyances and Decree; and the said *Henry Smith* thereby, among other things, directed as follows; (that is to say,) Item, for the avoiding of Corruption in the Collection, Receiving, Distribution, and Payment of the several Sums of Money heretofore given, limited, appointed, or assigned, and hereafter to be given, limited, appointed, or assigned, by the said *Henry Smith* during his Lifetime, or to be purchased or conveyed by the said Earl of *Essex*, Sir *Christopher Nevill*, Sir *Richard Lumley*, Sir *George Croke*, *George Whitmore*, *George Lowe*, *William Blake*, *William Rolfe*, *Richard Gurnet*, and *Henry Jackson*, or the Survivor or Survivors of them, or the Heirs of the Survivor of them, after his Decease, and to be yearly paid out of the Rents,

Deed of Uses  
dated 26th  
January,  
2 Charles 1.

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Rents, Issues, or Profits of the said Manors, Messuages, Lands, Tenements, and Hereditaments hereafter to be purchased, according to the true Intent and Meaning of these Presents, for the yearly Relief of the Poor of any Parish, or for the Marriage of poor Maids, or putting forth of poor Children to be Apprentices, shall yearly be received as the said Rents shall grow due and payable by the Churchwardens and Overseers of the Poor of each of the said Parishes respectively; (that is to say,) the Churchwardens and Overseers of the Poor of each of the said Parishes respectively to receive the Rent of so much Land as is or shall be given, limited, assigned, or appointed to be employed as aforesaid within that Parish wherein they shall be Churchwardens and Overseers as aforesaid; Item, for the better Direction of the Churchwardens and Overseers of the said several Parishes in the Distribution of such Sums of Money as are or shall be given, assigned, or appointed to the said charitable Uses before mentioned, the said *Henry Smith* doth hereby limit and declare, and doth think fit and appoint, that the said Churchwardens and Overseers of the Poor of the said several Parishes respectively shall give and distribute the said Moneys given, limited, assigned, or appointed to the said charitable Uses, to and for the Relief of aged, poor, or infirm People, married Persons having more Children born in lawful Wedlock than their Labours can maintain, poor Orphans, such poor People as keep themselves and Families to labour, and put forth their Children to be Apprentices at the Ages of Fifteen Years, wherein each of the said Churchwardens and Overseers of each of the said Parishes are to observe such Course in disposing of the said Rents as that a Stock may be provided and always in readiness to set such of the said Persons to work as are able to labour and take pains, and not to or for the Relief of any Persons who are given to excessive drinking, Whoremongers, common Swearers, Pilferers, or otherwise notorious, scandalous, or to any Persons that have been incorrigible or disobedient to those whose Servants they have been, or to any vagrant Persons, or such as have no constant Dwelling, or receive any Inmate or Inmates to dwell in House with them, or have not inhabited in that Parish by the Space of Five Years next before such Distribution to be made, or, being able, refuse to work, labour, and take pains; Item, the said *Henry Smith* doth further limit and appoint and declare his Intent and Meaning to be, that the said Sums of Money given, limited, assigned, or appointed to or for the Relief of the impotent and aged Poor of the said Parishes respectively shall be distributed, bestowed, and employed in Apparel of One Colour, with some Badge or other Mark, that the same may be known to be the Gift of the said *Henry Smith*, or else in Bread and Flesh or Fish upon each Sabbath Day, publicly in the Parish Churches of each of the said Parishes; Item, the said *Henry Smith* doth further by these Presents declare his Intent and Meaning to be, that although the Estate and Interest, as well of all the said Manors, Messuages, Lands, Tenements, and Hereditaments by the said *Henry Smith*

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*Smith* conveyed as aforesaid, as those that are hereafter to be purchased, are hereby directed to be settled in the Governors of the said Hospital and their Successors, yet such Leases, Copyhold and Customary Estates as are to be made thereof shall be bargained and contracted for by the Churchwardens and Overseers of the Poor of such Parish for the Relief the Poor whereof the Profits of the said Lands so to be leased or disposed are or shall be, according to the true Intent and Meaning of these Presents, assigned, limited, or appointed to be employed, to the Intent the best yearly Value may be made thereof, and that the said Governors of the said Hospital and their Successors shall make such Leases and Estates and to such Persons as the said Churchwardens and Overseers shall appoint in Writing under their Hands and Seals, reserving such Rent, and with such Covenants, Conditions, and Agreements as they shall agree upon, so as such Leases or Estates exceed not the Term of Twenty-one Years or Three Lives in possession, and so as the Lands so to be letten be in the best Manner that may be letten at the best improved yearly Rents, and not for great Fines and small Rents, except for Copyhold Lands only, which may be granted upon Fines: And whereas the said *Henry Smith* did by his last Will and Testament in Writing, duly executed, dated the Twenty-fourth Day of *April*, in the Third Year of the Reign of King *Charles* the First, give, devise, and bequeath (among other Gifts, Devises, and Bequests) in the Words following; Item, I give and bequeath for the Use of the poor Captives being Slaves under the *Turkish* Pirates the Sum of One thousand Pounds, which Sum of One thousand Pounds my Will and Meaning is shall be laid forth and bestowed in the Purchase of Lands of Inheritance to the Value of Three Score Pounds *per Annum* at the least, the Rents and Profits whereof shall be yearly paid and distributed unto such Person and Persons as from Time to Time shall be appointed and intrusted with the Collection of the Charity of well-disposed Persons, with the Intent that the same my Gift shall continue in perpetuity, and shall be paid and delivered, at the Discretion of my said Executors and their Heirs, and of the Survivors of them, and of the Lord Mayor and Sheriffs of the City of *London* for the Time being, for and towards the Relief and Ransom of the said poor Captives and Slaves; Item, I give and devise for the Use and Relief of the poorest of my Kindred, such as are not able to work for their Living, *viz.*, sick, aged, and impotent Persons, and such as cannot maintain their own Charge, the Sum of One thousand Pounds, which said One thousand Pounds my Will and Meaning is shall be laid forth and bestowed in the Purchase of Lands of Inheritance of the Value of Three Score Pounds *per Annum* at the least, and the Rents and Profits thereof to be paid yearly unto them, and to be distributed amongst them by my said Executors and their Heirs, and by the said Lord Mayor of *London* and the Sheriffs for the Time being, as most need shall be from Time to Time; and my Will and Meaning is, that in the bestowing and distributing of my Estate and Goods

Will of Henry Smith,  
dated 24th  
April,  
3 Charles 1.,  
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to the Poor to charitable Uses, which is according to my Intent and Desire, those of my Kindred which are poor, aged, impotent, or in any other Way unable to help themselves, should be chiefly preferred and respected; Item, I give and bequeath unto and for the Use of the Poor of the Town of *Wandsworth* the Sum of Five hundred Pounds, which said Five hundred Pounds my Will and Meaning is shall be paid unto some sufficient Inhabitants of the said Town of *Wandsworth*, in trust to buy Lands of Inheritance, the Rents and Profits whereof to be yearly paid to and for the Relief of the said Poor there for ever, for the true Performance whereof, according to the Purport of such Articles as are already agreed on by the Bailiffs and Burgesses of the Town of *Kingston* in that Behalf, my Will and Desire is, that my said Executors, upon Payment of the said Money, shall take some such sufficient Covenants and Assurances from the said Inhabitants of the said Town of *Wandsworth* as shall be by my said Executors thought meet; Item, in the same Manner to be bestowed and secured, I give and devise unto and for the Poor of the Town of *Reigate* the Sum of One thousand Pounds; Item, I give, will, and devise the several Debts and Sums of Money due and owing unto me by Sir *Edward Francis*, Sir *Richard Lumley*, and *John Middleton*, amounting to Ten thousand Pounds in the whole or thereabouts, to and for the purchasing and buying in of Improvements for the Relief and Maintenance of godly Preachers, and the better Furtherance of Knowledge and Religion, to be bestowed at and by the Discretion of my Executors accordingly; Item, I do hereby will and devise unto the Poor of the Town of *Richmond* the Sum of One thousand Pounds, due and owing unto me by Mr. Serjeant *Amburst*, to be laid forth and bestowed by my Executors for the Purchase of Lands of Inheritance, to and for the Use of the Poor of the said Town in perpetuity, to continue unto them under the same Trusts as my other Gifts to other Towns do; and my Will and Meaning is, that Mr. *Henry Henn* shall be One of my Feoffees in the Place of Sir *Edward Francis*; and the said Testator further gave and devised as follows; (that is to say,) and I do hereby give, grant, and devise unto my said Executors hereafter named, and to their Heirs and Assigns, not only all my Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, with their Appurtenances, situate and being in the City of *London*, and in the Counties of *Middlesex*, *Kent*, *Sussex*, *Gloucester*, and *Worcester*, or in any of them, or elsewhere within the Realm of *England*, but also all and singular my Goods, Chattels, Plate, Household Stuff, Debts, Sum and Sums of Money, Jewels, and all other my Real and Personal Estate whatsoever, (my Debts and Funeral Expenses first discharged,) upon Trust and Confidence and to the Uses, Intents, and Purposes expressed and declared herein, and by my last Deed or Writing, by me sealed, for Declaration of my Uses, and now enrolled lately in His Majesty's High Court of Chancery, and which from Time to Time shall be limited and declared by me, by Writing under my Hand and Seal, sufficiently testified, and for Want of such Limitation,

Declaration,

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Declaration, or Appointment, then to be paid and bestowed in charitable Uses to the Relief and Maintenance of poor Towns, in the same Manner as I have herein formerly appointed to the Towns of *Wandsworth* and *Kingston*, at the Discretion of my Executors; and my Will and Meaning is, that all such Sum and Sums of Money as by the true Meaning of this my last Will should be bestowed in charitable Uses, or should come to the Hands of the Poor therein mentioned, shall, within Six Years next after my Decease, or sooner, if the same may be conveniently gotten in, be paid and distributed amongst them accordingly: And whereas by Two several Deeds, dated respectively the Tenth Day of *December* One thousand six hundred and forty-one and the Twentieth Day of *December* One thousand six hundred and forty-one, enrolled in the Court of Chancery, and under the Hands and Seals of the said *Robert* Earl of *Essex*, and *Edward* Viscount *Hereford*, *Richard* Viscount *Lumley*, *Sir Richard Gurney*, *Sir Christopher Nevill*, *Sir George Whitmore*, *William Rolfe*, *Henry Henn*, and *Henry Jackson*, therein described as surviving Feoffees of the Estate of *Henry Smith*, late of *London*, Esquire, deceased, by him given to charitable Uses, the said Earl and other Feoffees did nominate, limit, and appoint to the several Towns, Parishes, and Places in the same Deeds respectively mentioned the several Sum and Sums of Money and yearly Payments and Proportions to the Use of each particular Parish and Place in the same Deeds particularly mentioned, to be issuing, paid, and payable out of the Manors, Farms, Lands, Tenements, and Premises in the same Deeds respectively mentioned in such Proportions and Manner as therein respectively assigned, limited, declared, and appointed, to have, hold, receive, and take the said several Sum and Sums of Money and yearly Payments out of the said Manors, Farms, Lands, Tenements, and Hereditaments respectively, and out of the Rents, Issues, and Profits of the same, in Manner and Form before expressed as the same should arise, to be had, levied, recovered, and taken by the Churchwardens and Overseers of the said Parishes and Places before mentioned yearly for the Time being to the Use and Behoof of the Poor of such Parishes respectively, with the same Liberties and Immunities, and under and according to the Conditions, Limitations, Orders, Provisions, Restrictions, Penalties, and Directions, and under and according to the same Trusts and Declarations as by the said *Henry Smith* in and by his said Deed of Declaration of his Uses therein-before respectively mentioned and recited, or by the true Meaning and Purport thereof, expressed, limited, and declared: And whereas by an Act of Parliament passed in the Twelfth Year of the Reign of His Majesty King *George* the Third, intituled *An Act to enable the Trustees of the Estate of Henry Smith Esquire, deceased, to apply certain Sums of Money to the Relief of his poor Kindred, and to enable the said Trustees to grant Building Leases of an Estate in the Parishes of Kensington, Chelsea, and Saint Martin in the Fields in the County of Middlesex*, reciting the Will of the said *Henry Smith* so far as

Recital of  
Deeds dated  
10th Dec.  
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relates to the Bequests therein contained of One thousand Pounds for the Relief of poor Captives and of One thousand Pounds for the Relief of his poor Kindred; and reciting that the Trustees of the Estates and Effects of the said *Henry Smith* were seised of an Estate situate in the Parishes of *Kensington, Chelsea, and Saint Martin in the Fields* in the County of *Middlesex*, then let at the yearly Rent of One hundred and fifty-one Pounds, out of the Rents of which the Trustees for the Time being had for several Years applied the Sum of Sixty Pounds annually, or so much thereof as was from Time to Time required, towards the Relief and Ransom of poor Captives being Slaves under the *Turkish* Pirates, according to the Directions in the Will of the said *Henry Smith*, but the same being more than equal to the Claims made, there had been considerable Savings thereout, which had been from Time to Time laid out in the Public Funds, and the growing Dividends thereof had also been from Time to Time laid out in the same; and reciting that no Application had been made to the said Trustees on behalf of any Captives since the Year One thousand seven hundred and twenty-three, or thereabouts, and the Sum of Eight thousand and thirty Pounds Old *South Sea* Annuities had been some Time since transferred into the Names of Sir *Francis Vincent* Baronet, Sir *John Evelyn* Baronet, since deceased, and the Right Honourable *George Onslow* Esquire, and then stood in the Names of the said Sir *Francis Vincent* and *George Onslow*, as Survivors, Seven thousand five hundred and thirty Pounds, Part whereof was the Produce of the Savings of the said Sixty Pounds a Year so given by the said *Henry Smith* for the Ransom of the Captives aforesaid, and of the Interest and Dividends which had been from Time to Time received thereon, and the further Sum of One thousand six hundred and twenty-eight Pounds Fifteen Shillings and Fourpence Old *South Sea* Annuities had also been purchased with the Savings of the said Sixty Pounds a Year so given by the said *Henry Smith* for the Ransom and Relief of the Captives aforesaid, and with the Dividends of the said Sum of Seven thousand five hundred and thirty Pounds, and had been transferred to and was then standing in the Names of the said Sir *Francis Vincent* and *George Onslow*; and reciting that the Trustees for the Time being had annually paid to and divided amongst the poor Kindred of the said *Henry Smith* the Sum of Sixty Pounds out of the Rents and Profits of the said Estate at *Kensington, Chelsea, and Saint Martin in the Fields* aforesaid, according to the Directions in his said Will, and did then annually divide the same amongst Fifteen Persons, so that the Sum given to each was very small; and reciting that most of the said Fifteen Persons were very poor, aged, and infirm, and incapable of maintaining their own Charge, and it was apprehended that the said Testator's pious and charitable Intentions would be better answered if the said Trustees were empowered to distribute annually amongst the said Testator's said Kindred the Dividends of the said Two Sums of Seven thousand five hundred and thirty Pounds and One thousand six hundred and twenty-eight Pounds Fifteen Shillings and



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and Fourpence, and also the said Sixty Pounds a Year out of the said Estate at *Kensington, Chelsea, and Saint Martin in the Fields*, at all such Times as no proper Application should be made to the said Trustees on behalf of such Captives as are described in the Will of the said *Henry Smith*; and reciting that the said Estate at *Kensington, Chelsea, and Saint Martin in the Fields* was capable of considerable Improvement if the same could be let on Building Leases, but that the said Trustees were in doubt whether they could give such Relief to the poor Kindred of the said *Henry Smith*, or let Leases for more than Twenty-one Years, without the Aid of an Act of Parliament; it was by the Act now in recital, among other things, enacted, that the yearly Interest and Proceeds of the said Two Sums of Seven thousand five hundred and thirty Pounds and One thousand six hundred and twenty-eight Pounds Fifteen Shillings and Fourpence, or so much thereof as should be required, should yearly and every Year be applied by the said Trustees for the Relief and Ransom of the poor Captives being Slaves under *Turkish* Pirates, according to the Directions of the said Will, and that it should and might be lawful to and for the said Trustees and they were thereby authorized and empowered from Year to Year to pay and distribute all the Residue of the said yearly Interest and Produce of the said Two Sums of Seven thousand five hundred and thirty Pounds and One thousand six hundred and twenty-eight Pounds Fifteen Shillings and Fourpence, and also of the said yearly Sum of Sixty Pounds annually arising out of the said Estate at *Kensington, Chelsea, and Saint Martin in the Fields*, which, not having been required for the Purpose aforesaid, should at the End of every Year (ending on the Fifth Day of *April*) respectively remain unapplied to the Uses above mentioned, to and among the poor Kindred of the said Testator *Henry Smith*, and if no Part of the yearly Interest and Produce of the said Sums of Seven thousand five hundred and thirty Pounds and One thousand six hundred and twenty-eight Pounds Fifteen Shillings and Fourpence, or of the Sixty Pounds a Year, should in any One Year be required for the Use of such Captives as aforesaid, then it should and might be lawful for the said Trustees for the Time being and they were thereby authorized and empowered to pay the whole Interest and Produce of such Two Sums of Seven thousand five hundred and thirty Pounds and One thousand six hundred and twenty-eight Pounds Fifteen Shillings and Fourpence, and of such Sixty Pounds a Year, to and among the poor Kindred of the said Testator, anything in the said Will of the said *Henry Smith*, or in any other Instrument, Deed, or Writing by him executed, to the contrary notwithstanding; and reciting that the said Trust Estate lay convenient to be improved by Buildings, and that it would increase the Value of the said Estate if Power were given to the said Trustees for the Time being to grant a Lease or Leases of the said Ground or any Part thereof, for a Term of Years sufficient to encourage Persons to build upon and improve the same; it was by the Act now in

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recital further enacted, that from and after the passing of that Act it should and might be lawful for the said Trustees, or any Seven or more of them, and they were thereby empowered and authorized, by Indenture or Indentures duly executed under their Hands and Seals, to demise and grant all or any Part of the said Estate, with such Outhouse or Outhouses or other Edifice or Building as was or were erected and standing or being thereupon, and also with such Way or Ways, Rights, Liberties, Profits, Privileges, and Advantages as to the said Estate did belong, or which might be useful for the making any Way or Ways thereto, and which might belong to the said Estate, to any Person or Persons who should be willing to take, build upon, and improve the same, for any Term or Number of Years not exceeding Ninety-nine Years, to commence and take effect in possession, and not in reversion, with Liberty to lay out the said Ground, or such Part thereof as should be found convenient, as and for a Street or Streets, Way or Ways, Passage or Passages, for the Use and Convenience of such Lessee or Lessees and the Tenants and Occupiers of the said Premises, so as in the said Lease or Leases there were reserved the best and most improved yearly Ground Rent or Ground Rents that could be reasonably had or obtained for the Benefit of the said Charity, to be paid quarterly, clear of all Deductions, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift, and so as the Lessee or Lessees should execute a Counterpart or Counterparts of such Lease or Leases, and enter into a Covenant or Covenants to build and keep in repair the Messuage and Buildings intended and agreed to be built by such Lease or Leases, and so as in such Lease or Leases there should be contained a Power of Re-entry for Nonpayment of the Ground Rent or Ground Rents thereby to be reserved; and it was by the Act now in recital further enacted, that all and every Lease or Leases to be made of the said Ground and Premises or any Part or Parts thereof, and the Covenants therein contained in pursuance of that Act, should bind the said Trustees and their Successors, and be good and effectual in Law to all Intents and Purposes: And whereas by an Act of Parliament passed in the Session held in the Sixteenth and Seventeenth Years of the Reign of Her present Majesty, intituled *An Act to enable the Trustees of the Estate of Henry Smith Esquire, deceased, to apply certain Funds held upon Trusts for the Relief of his poor Kindred in the Purchase of a Plot of Ground and Buildings called Strong's Place in the Parish of Kensington in the County of Middlesex*, reciting the said Act of the Twelfth Year of the Reign of King George the Third, and reciting that new Trustees of the said Will had been from Time to Time appointed, and that by an Order of the Lord High Chancellor of *Great Britain* in the said Cause, made on the Fifteenth Day of *June* One thousand eight hundred and twenty-five, on the Petition of the Right Honourable *George Viscount Middleton, Thomas Earl of Chichester, Thomas Earl of Onslow, Henry Dormer Vincent, Peter Lord King, John Thomas Viscount Sydney,*  
*Henry*

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*Henry Boulton, Thomas Budgen, William Currie, George Walton Onslow, and Thomas Page*, on behalf of themselves and others, surviving Trustees of the Estate of *Henry Smith* deceased, it was ordered that *Henry Thomas Lord Pelham, John Robert Townshend, George Alan Brodrick, William King, Thomas Cranley Onslow, John Evelyn Boscawen, Sir Richard Frederick, Sir Charles Merrik Burrell, John Robert Budgen, Walter Burrell, Harvey Combe, Henry Currie, William Joseph Denison, Robert Hudson, Arthur Onslow, Arthur Cyril Onslow, Henry Peters, George Holme Sumner, William Holme Sumner, Inigo Thomas, Henry William Vincent, Frederick Vincent*, and *Charles Fullarton Weston* should be added as Trustees, to act with the Petitioners and the other surviving Trustees in the Ordering and Management of the said Estate and Trust; and it was ordered that a Conveyance of the said Trust Estate should be executed accordingly; and reciting that all the Trustees so appointed by the said Order had departed this Life, except the Right Honourable *Arthur George Earl of Onslow*, in the said Order described as *Arthur George Onslow* commonly called *Viscount Cranley*, the Right Honourable *Henry Thomas Earl of Chichester*, in the said Order described as *Henry Thomas Pelham* commonly called *Lord Pelham*, the Right Honourable *John Robert Viscount Sydney*, in the said Order described as *John Robert Townshend*, the said *Thomas Cranley Onslow*, the Right Honourable *William Earl of Lovelace*, in the said Order described as the Honourable *William King*, *Sir Richard Frederick*, *Sir Charles Merrik Burrell*, *John Robert Budgen*, *Harvey Combe*, *Henry Currie*, *Arthur Cyril Onslow*, *William Holme Sumner*, *Henry William Vincent*, and *Frederick Vincent*, who were then the surviving Trustees of the said Will of the said *Henry Smith*; and reciting that the said *Henry Currie* and *Harvey Combe* did, on or about the Fifth Day of *April* One thousand eight hundred and fifty-three, prefer their Petition to the Right Honourable the Lord High Chancellor of *Great Britain*, in the Matter of the Charity Estates of the said *Henry Smith* deceased, and in the Matter of the Act of Parliament passed in the Fifty-second Year of the Reign of His Majesty King *George the Third*, intituled *An Act to provide a summary Remedy in Cases* 52G.3.c.101. *of Abuses of Trusts created for Charitable Purposes*, to the Effect in the now-reciting Act recited; and reciting that by an Order of the said Court of Chancery, dated the Twenty-second Day of *April* One thousand eight hundred and fifty-three, it was, on the said Petition, ordered that the Trustees of the Charity Estate of the said *Henry Smith* should be at liberty to apply to Parliament for an Act to enable them to purchase the Plot of Ground and Buildings in the Petition mentioned to have been agreed to be sold to them by *Charles James Freaake*, upon the Terms in the Petition mentioned, the Draft of the Bill for such Act to be first approved of by the Judge to whose Court the Matter was attached; and further reciting that his Honour Vice Chancellor *Sir William Page Wood*, the Judge to whose Court the said Matter was attached, had approved

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approved of the Bill for that Act; and reciting that it appeared by the conditional Agreement referred to in the said Petition, that the therein-mentioned Lease to the said *Charles James Freaque* was to be granted previously to the Conveyance of the said Plot of Ground to the said Trustees; it was by the now-reciting Act, among other things, enacted, that it should be lawful for the said Trustees, or the Trustees for the Time being of the said Charity, under the Direction of the High Court of Chancery, to complete the Purchase of the said Plot of Ground in the said Petition of the said *Harvey Combe* and *Henry Currie* mentioned, upon the Terms in the same Petition mentioned, and to transfer or sell the Sum of Five thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence Old *South Sea* Annuities (Part of the Fund in the same Petition and in that Act mentioned), in order to purchase the said Plot of Ground, and to apply the said Five thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence Old *South Sea* Annuities, or the Produce thereof, in completing such Purchase; and it was also enacted, that from and after the passing of that Act and the Completion of the said Purchase, but without Prejudice to the Lease to be granted to the said *Charles James Freaque* as aforesaid, the Trustees for the Time being of the said Charity, or any Seven or more of them, should have the like Power and Authority to grant Building or Improving Leases of the Plot of Ground to be purchased as aforesaid, or any Part thereof, as the said Trustees for the Time being, or any Seven or more of them, had under or by virtue of the said recited Act of the Twelfth Year of the Reign of King *George* the Third with respect to the said Trust Estate at *Kensington, Chelsea, and St. Martin in the Fields*; and it was also enacted, that from and after the passing of that Act and the Completion of the said Purchase the Ground Rent of One hundred and seventy Pounds *per Annum*, and other the Rents and Profits of the Plot of Ground aforesaid, should be payable and applicable for the Purposes and in manner for and in which the Dividends and annual Produce of the aforesaid Sum of Five thousand six hundred and sixty-six Pounds Thirteen Shillings and Fourpence Old *South Sea* Annuities would have been payable or applicable if no Change of Investment had been made: And whereas the said Trustees are seised or entitled of and to, and hold upon and for the Trusts and Purposes of the said Deed of Uses of the said *Henry Smith*, together with certain Fee-farm Rents and Sums of Stock, the Estates and Lands following; (that is to say,) an Estate called the *Eastbrooke* Estate in the Parish of *Southwick* and County of *Sussex*, now let by the Year for One hundred and thirty-four Pounds *per Annum*, as a Farm, but Part of which, being within Three Miles from *Brighton*, is likely to become Building Ground, the Income of which Estate is, under the said Deeds of Appointment of the Tenth Day of *December* One thousand six hundred and forty-one and the Twentieth Day of *December* One thousand six hundred and forty-one, or One of them, divided between Eleven Parishes; a Farm called *Iwood* in the Parish of *Warbleton* in  
the

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the County of *Sussex*, let at Seventy-five Pounds *per Annum*, and some Wood Land now in hand adjoining thereto, the Income of which Estate is divided among Ten Parishes; a Farm called *Hale Oak Farm* in the Parishes of *Seven Oaks*, *Chiddington*, *Leigh*, and *Penshurst*, in the County of *Kent*, let on Lease for Six Years to come for Seventy-five Pounds *per Annum*; and a Farm called *Clayhall Farm* in the Parish of *Reigate* and County of *Surrey*, let by the Year for Two hundred Pounds *per Annum*, and Two Cottages adjoining, and whereof Part is likely to become Building Ground, the Income of which Estates is divided between Twelve Parishes; a Farm at *Longney* in the County of *Gloucester*, let by the Year for Four hundred Pounds *per Annum*, and certain Corn Rents in the same Parish, the Income whereof is divided between Twenty-four Parishes; the Manor of *Longney*, and some small Farms in the Parish which were Copyhold of the Manor, but have lately fallen into the Hands of the Trustees, and are now let by the Year, the Disposal of the Income of which Manor and Land, and the Mode of dealing with the Lifehold Estates of it, are now the Subject of a Reference to the Master in Chancery; a Farm at *Longstock* near *Stockbridge* in the County of *Hants*, let on Lease for Sixteen Years to come for Four hundred and fifty Pounds *per Annum*, the Income whereof is divided between Seventeen Parishes; a Farm at *Stoughton* in the County of *Leicester*, let for Eleven Years to come at Six hundred and thirty Pounds *per Annum*, the Income whereof is divided between Twenty-one Parishes; a Farm at *Tellescomb* near *Lewes* in the County of *Sussex*, let by the Year for One hundred and seventy-five Pounds, the Income whereof is divided between Ten Parishes; the Manor of *Warbleton* in the County of *Sussex*, producing in Fines and Quitrents about Twenty Pounds a Year, and several Farms in the Parish of *Warbleton* and County of *Sussex* aforesaid, let by the Year at Rents amounting to Two hundred and fifty-one Pounds *per Annum*; several Cottages and small Parcels of Land in the same Parish, let at Rents amounting to Sixty Pounds Fourteen Shillings *per Annum*, the Income of which Estate is divided among Thirty-eight Parishes; and several Farms and Cottages in the Parishes of *Worth* and *Balcombe* and County of *Sussex* aforesaid, let at Rents amounting to Three hundred and eighty-nine Pounds *per Annum*; and certain Wood Land in the same Parishes, which is in hand, the Income of which last-mentioned Estate is divided between Thirty-three Parishes: And whereas the said Trustees are also seised or entitled of and to the Great Tithes of *Alfriston* in the County of *Sussex*, with a small Piece of Glebe Land adjoining the Churchyard, and Part of the Great Tithes of *Mayfield* in the same County, the Income and Profits whereof are given to poor Clergymen; and the said Trustees are also seised or entitled of or to the said Testator's House in *Silver Street* in the Parish of *St. Olave* in *London*, the Rents and Profits whereof are applied to the general Expenses of the Trust: And whereas the present Practice of dealing with Building Ground in the Neighbourhood of *London* is to require that the Houses should be nearly

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completed, according to a previous Agreement, before the Leases are granted, and it is expedient that the Trustees should be expressly authorized to enter into Contracts and grant Leases in conformity with such Practice: And whereas many of the Leases granted under the said recited Act of the Twelfth Year of the Reign of King *George* the Third were granted after the Erection, pursuant to an Agreement, of the Houses and Buildings demised by such Leases respectively, and in consequence thereof the Titles of the Lessees have been in some Instances objected to on the Ground or Pretence that the Rent reserved by the Lease was not the best and most improved Ground Rent that could reasonably be gotten, and it is very desirable that such Objections should be set at rest: And whereas the Estates and Lands so as aforesaid vested in the Trustees upon the Trusts of the said Deed of Uses have been from Time to Time let in such Manner as was agreed to by the several Parishes interested in the same Estates respectively, and the Leases have been usually granted by Seven of the Trustees for the Time being: And whereas it would greatly diminish the Expense of administering the Affairs of the Charity if Seven of the Trustees for the Time being had Power given to them to make and execute such Leases, Conveyances, and Assurances as could or might be made and executed by the Trustees for the Time being: And whereas the said Trustees, being first duly authorized in that Behalf by an Order or Certificate of the Charity Commissioners for *England* and *Wales*, signed by the Secretary of the said Commissioners, and dated the Tenth Day of *March* One thousand eight hundred and fifty-four, applied to his Honour Vice Chancellor Sir *William Page Wood*, to settle and approve of the Draft of a Bill for an Act to effect the Purposes aforesaid: And whereas the Bill for this Act has been approved of by the said Vice Chancellor Sir *William Page Wood*: And whereas it is just and reasonable, and it will be beneficial to the said Charity, that the Objects and Purposes aforesaid should be effected; but the same cannot be done without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Arthur George* Earl of *Onslow*, *Henry Thomas* Earl of *Chichester*, *John Robert* Viscount *Sydney*, *Thomas Cranley* *Onslow*, *William* Earl of *Lovelace*, Sir *Richard Frederick*, Sir *Charles Merrik Burrell*, *John Robert* *Budgen*, *Harvey* *Combe*, *Henry* *Currie*, *Arthur Cyril* *Onslow*, *William Holme* *Sumner*, *Henry William* *Vincent*, and *Frederick* *Vincent* most humbly beseech Your Majesty that it may be enacted and declared; and be it enacted and declared 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,

Power to  
Trustees to  
grant Build-  
ing or Im-  
proving

I. That from and after the passing of this Act it shall be lawful for the Trustees for the Time being of the said Charity, or any Seven or more of them, by Indenture or Indentures duly executed under their Hands and Seals, to demise or grant to any Person or Persons who shall be willing to erect

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erect and build any House or Houses or Buildings, instead of or in addition to the present or any future Houses or Buildings, on the Lands and Grounds hereby authorized to be demised, or to erect and build any House or Houses or other Buildings on any of the said Lands and Grounds whereon no Houses or Buildings are or shall be then standing, or who shall be willing to annex any of the said Lands or Grounds for Yards, Gardens, or other Conveniences to Houses or Buildings erected and built from Time to Time on the said Lands and Grounds or any Part thereof, or on any adjoining Lands or Grounds, or otherwise to improve the said Premises or any Part thereof, or who shall have erected or built any such House, Houses, or Buildings, or have effected any such other Improvements as aforesaid, or to the Nominees or Nominee of such Person or Persons, all or any Part of the said Estate and Hereditaments in the said Parishes of *Kensington, Chelsea, and Saint Martin in the Fields*, (including the Hereditaments purchased under the Authority of the said recited Act of the Sixteenth and Seventeenth Years of the Reign of Her present Majesty,) with the Houses and Buildings standing or being thereupon, and also with such Way or Ways, Rights, Liberties, Profits, Privileges, and Advantages as may belong to the said Estate, Hereditaments, and Premises, or any of them, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion; and that with or without Liberty for the Lessee or Lessees to take down and remove all or any Part or Parts of the Buildings standing on the Ground or Grounds in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Land or Ground to be comprised in any Lease or Leases as or for the Site of any Street or Streets, Squares, Ways, Roads, Avenues, Passages, Sewers, Drains, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises or any Part thereof; and also with or without Liberty for the Lessee or Lessees to dig and make, in or under any of the Land or Ground which may be set out and allotted for Streets, Squares, Roads, Ways, Avenues, or Passages as aforesaid, Arches, Cellars, or other Easements to any present or future Houses or Buildings; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, Sand, Loam, Gravel, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any other

Liberties

Leases of the Estate in the Parishes of Kensington, Chelsea, and St. Martin-in-the-Fields.

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Liberties or Privileges which to the Trustees making or granting such Lease or Leases shall seem reasonable; so as there be reserved in every such Lease or Demise, except in those Cases in which a Peppercorn Rent may be reserved, according to the Provisions herein-after contained, the best yearly Rent that (regard being had to the Improvements effected or to be effected as aforesaid) can be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so as every such Lease or Demise be made without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift; and so as in every such Lease or Demise which shall be made for Building Purposes there shall be contained a Covenant on the Part of the Lessee or Lessees to build and finish the Houses and Buildings which may be agreed to be erected and built on the Premises within a Time to be specified for that Purpose; and so as in every such Lease or Demise which shall be made for the Purpose of having Buildings rebuilt there shall be contained a Covenant on the Part of the Lessee or Lessees substantially to rebuild the same within a Time to be specified for that Purpose; and so as in every such Lease or Demise, whether for building, rebuilding, or otherwise, there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, not being a Peppercorn Rent, and for the Payment of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the same Premises, and also a Covenant for keeping in repair the Houses and Buildings erected and built or rebuilt or to be erected and built or rebuilt on the Premises therein comprised, and also a Covenant for keeping the Houses and Buildings erected and built or rebuilt or to be erected and built or rebuilt on the Premises therein comprised, insured from Loss and Damage by Fire in the Amount of Three Fourths at least of the Value thereof in some or one of the Public Offices of Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such Sums of Money as may be necessary, in substantially rebuilding, repairing, and reinstating such Houses or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Houses and Buildings to be erected and built or rebuilt on the Premises therein comprised on the Expiration or other sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Trustees for the Time being of the said Charity, their Surveyors and Agents, to enter upon the Premises therein comprised, and inspect the Condition thereof, and also a Proviso or Power of Re-entry for Nonpayment within a reasonable Time to be therein specified of the Rent or Rents to be thereby reserved, or for Nonperformance of any of the Covenants, Provisoes, and Conditions therein contained on the Part of the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, and also with or without a Proviso that



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that no Breach of any of the Covenants to be therein contained, except of the Covenant for the Payment of the Rent, or of such other Covenant or Covenants (if any) as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of any such Lease, or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment has been obtained in an Action for such Breach of Covenant, and 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 also with or without a Proviso or Clause to prevent Advantage being taken of such Power of Re-entry against an Assignee or Assignees of Part of the Premises in any such Lease to be comprised for Breach of any of the Covenants contained in any such Lease committed, not in such Part, but in some other Part of the said Premises; and every such Lease may contain any other Covenants, Agreements, Powers, Conditions, or Restrictions which shall appear reasonable to the Trustees making or granting the same, and so as the respective Lessees execute Counterparts of their respective Leases.

II. That the Certificate in Writing, signed by the Trustees for the Time being of the said Charity, or any Seven or more of them, acknowledging the Receipt of the Counterpart of any Lease which shall be granted under the Authority of this Act, shall, as regards the Safety and Protection of the Lessee, and the Manifestation of his or her Title, be deemed Evidence that such Counterpart was duly executed and delivered.

Certificate of Trustees, of the Receipt of the Counterpart of any Lease, to be deemed Evidence of Execution and Delivery.

III. That it shall be lawful for the Trustees for the Time being of the said Charity, or any Seven or more of them, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of the Buildings, Lands, and Grounds herein-before authorized to be leased as aforesaid, or any Part or Parts thereof, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable; and to agree, when and as any Land or Buildings so agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Indenture or Indentures to demise and lease the Buildings and Grounds mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint, for the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents, to be specified in such Contract or Contracts, as shall be thought proper:

Power to Trustees to enter into Contracts and grant Leases pursuant thereto.

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and

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and if the Trustees so contracting shall think the same expedient, to agree that the full Rent in such Contract or Contracts to be made payable shall be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts 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 for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a Part or Parts of the Rackrent Value of not less than Ten Times the full Rent agreed to be reserved as aforesaid of the Hereditaments thereby agreed to be demised, the Residue thereof, if any, shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn; and in the Case of a Lease to be granted at the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Ground to be therein comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Proportion 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 be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased, the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for; and also to agree that the Person or Person with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Power of Leasing herein-before contained.

Contracts to  
contain a  
Clause or  
Condition for

IV. Provided always, That in every such Contract there shall be inserted a Clause or Condition for vacating or rendering voidable the same as to or for giving a Power of Re-entry upon such Part or Parts of the Buildings,

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Buildings, Land, or Ground therein comprised or agreed to be let as shall not have been actually leased or agreed to be immediately leased, and shall not have been built upon, or rebuilt, laid out, formed, or improved, in the Manner in such Contract stipulated, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall, as to all the Buildings, Lands, and Grounds not actually leased, be void or voidable.

vacating the same on the Terms not being complied with.

V. Provided always, That it shall be lawful for the Trustees for the Time being of the said Charity, or any Seven or more of them, from Time to Time to enter into any new Covenants or Agreements with the Person or Persons with whom any Contract or Contracts has or have been entered into or shall be entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, or to release the Person or Persons respectively with whom any Contract or Contracts shall have been entered into as aforesaid, and his, her, or their Heirs; Executors, Administrators, or Assigns, of and from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released, or to accept a Surrender of all or any Part of the Hereditaments comprised in any such Contract or Contracts; and the Hereditaments so surrendered may be leased, or contracted and agreed to be leased, and afterwards leased, under the Powers and Authorities herein contained, in the like Manner as if no Contract or Contracts for leasing the same had been previously entered into or executed.

New Covenants may be entered into with any Persons with whom Contracts shall have been made.

VI. Provided also, That every Lease to be granted under the Provisions of this Act shall be deemed and taken to be duly granted, although it shall have been preceded by a Contract, and such Contract shall not in all respects have been duly observed; and that after any Lease shall have been executed the Contract for such Lease, or the other Leases pursuant to such Contract, shall not form any Part of the Evidence of the Title at Law or in Equity: Provided always, that the Lease so granted shall be in conformity with the Provisions of this Act.

The Contract and other Leases thereunder not to be necessary as Evidence in support of a Lease pursuant to the Contract.

VII. That every Lease heretofore granted by the Trustees of the said Charity, or any Seven or more of them, under the Powers of the said recited Act of the Twelfth Year of the Reign of King *George* the Third, and which could or might have been by the Trustees granting the same lawfully

Leases granted under Act of 12 G.3. c.90., and which could or

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might have been granted under the Powers of this Act, declared to be valid.

lawfully granted if the Powers herein-before in this Act contained had been contained in the said recited Act of the Twelfth Year of King *George* the Third, shall be and the same is hereby declared to have been and to be valid, effectual, and binding upon and against the Trustees for the Time being of the said Charity, but without Prejudice to any Right of Re-entry which may have arisen under the Provisions of such Lease.

Power for Trustees to confirm void or voidable Leases, or grant new Leases in lieu thereof.

VIII. That it shall be lawful for the Trustees for the Time being of the said Charity, or any Seven or more of them, to confirm any Lease or Leases granted by virtue of the said recited Act of the Twelfth Year of the Reign of King *George* the Third, or to be granted by virtue of this Act, in any Case in which for some technical Error or Informality in granting the same, or in entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions contained in this Act, in lieu of such void or voidable Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at or under the same yearly Rent or yearly Rents as was or were or a larger yearly Rent or yearly Rents than was or were reserved in such void or voidable Leases respectively, and with a view thereto to accept a Surrender or Surrenders of any such void or voidable Lease or Leases, so nevertheless that no Fine or Premium shall be accepted or taken for making any such Confirmation or Confirmations or new Lease or Leases respectively.

Power for Trustees to accept Surrenders of Leases.

IX. That it shall be lawful for the Trustees for the Time being of the said Charity, or any Seven or more of them, to accept a Surrender or Surrenders of any Lease or Leases which for the Time being shall be subsisting of any Part or Parts of the said Premises, and upon any such Surrender or Surrenders to grant Leases and enter into Contracts for granting Leases, under any of the Powers and Authorities in this Act contained, of the Hereditaments comprised in the Lease or Leases so to be surrendered, or any Part or Parts thereof, either alone or together with any other Part or Parts of the Buildings, Lands, and Grounds hereby authorized to be leased, making due Allowance in regulating the Terms upon which such Leases shall be granted or agreed to be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof.

Power to Trustees, subject to the Provisions of the recited

X. That it shall be lawful for any Seven or more of the Trustees for the Time being of the said Charity, subject to the Provisions and Restrictions of the said Deed of Uses of the said *Henry Smith*, to make such Leases and Estates as pursuant to the same Deed of Uses are to be

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made of the said Estates and Lands vested in the said Trustees on the Trusts of the same Deed of Uses as aforesaid, or any of them, and that the same shall be, take effect, and be valid, effectual, and binding upon and against the Trustees for the Time being of the said Charity in the same Way in every respect as the same would have been if the same had been made by the Trustees for the Time being of the said Charity.

Deed of Uses, to make Leases, &c. of the Estates and Lands subject to Trusts of the same Deed.

XI. That in every Case in which, under the Provisions of "The Charitable Trusts Act, 1853," or otherwise, the Trustees for the Time being of the said Charity shall be authorized and empowered to lease, sell, exchange, or otherwise deal with any of the Estates and Hereditaments for the Time being vested in the said Trustees or any of them, it shall be lawful for any Seven or more of the Trustees for the Time being of the said Charity to make and execute any Deed, Conveyance, or other Assurance which shall be necessary and proper for carrying into effect such Lease, Sale, Exchange, or other Dealing; and such Deed, Conveyance, or other Assurance shall operate to pass any legal Estate which may be vested in the Trustees for the Time being of the said Charity, or any of them, and be valid, effectual, and binding upon and against the Trustees for the Time being of the said Charity, in the same Way in every respect as the same would have been if the same had been made and executed by the Trustees for the Time being of the said Charity.

Power to Trustees to make such Conveyances, &c. as shall be necessary for carrying into effect any Lease, &c. authorized under the Provisions of 16 & 17 Vict. c. 137. or otherwise.

XII. That the Costs, Charges, and Expenses of and incident to applying for, obtaining, and passing this Act shall be paid, defrayed, and discharged by the said Trustees, or the Trustees for the Time being of the said Charity, out of the Income of the said Estate and Hereditaments in the Parishes of *Kensington, Chelsea, and Saint Martin in the Fields*, and of the said Estates vested in the Trustees upon the Trusts of the said Deed of Uses, and the general Income of the Charity, in such Shares and Proportions as the Trustees shall deem reasonable.

Expenses of Act.

XIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to the Governors of *Christ's Hospital* and their Successors, and to all and every Person or Persons, Body and Bodies Politic and Corporate, his, her, or their Heirs, Executors, Administrators, and Successors, (other than and except the Trustees for the Time being of the said Charity, and the Objects of the same Charity,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the said Estate and Hereditaments in the Parishes of *Kensington, Chelsea, and Saint Martin in the Fields*, and the said other Estates belonging to the said Charity, or any of them, as he, she, they, every or any of them, had before the passing of this Act, or could or might have had if this Act had not been made.

General Saving of Rights.

[Private.]

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XIV. That

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*Smith's Charity Estate.*

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

XIV. 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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LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1854.