



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## Cap. 11.

An Act for vesting in the Commissioners of the Metropolis Turnpike Roads North of the *Thames* the Lands in *Islington* devised by the Will of *Edward Harvist* to the Brewers Company, upon trust for the Repair of the Highway from *Tyburn* to *Edgeworth*; and for discharging the Company from the Trusts of that Will; and for enabling the Commissioners to grant Building Leases of those Lands; and for other Purposes.

[14th August 1855.]

**W**HEREAS *Edward Harvist*, Citizen and Brewer of *London*, by his last Will and Testament, dated the One-and-twentieth Day of *February* One thousand six hundred and ten, gave, devised, and bequeathed to the Master, Wardens, and Commonalty of the Art and Mystery of Brewers of the City of *London* (in this Act called "the Brewers Company"), by what Name or Names soever they were named or incorporated, and their Successors for ever, all those his Two Closes or Parcels of Meadow

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called *London Fields*, with the Appurtenances, situate and being in or near *Holloway* in the Parish of *Islington* alias *Iseldon* in the County of *Middlesex* (in this Act called "the devised Lands"), to have and to hold the said Two Closes or Parcels of Meadow, with the Appurtenances, to the said Master, Wardens, and Commonalty, and their Successors, for ever, for and to the Use, Intent, and Purpose that the said Master, Wardens, and Commonalty, and their Successors, should from Time to Time yearly for ever employ, disburse, and bestow all and singular the Rents, Issues, Revenues, and Profits, which he willed and required to be improved to the best Value yearly, coming, growing, or renewing of or by the Premises in the Parish of *Islington* (Forty Shillings thereof yearly only except), to and upon the repairing and amending of the Highway between *Tyburn* and *Edgeworth* (now called *Edgware*) in the County of *Middlesex*, from Time to Time yearly for ever, by and at the best Discretions of the said Master and Wardens of the said Art or Mystery for the Time being for ever, whose Pains in a Matter of that Quality and Kind he did heartily pray and entreat; and he did thereby give and devise and bequeath the said excepted Forty Shillings yearly to the Master and Wardens of the said Art or Mystery, and their Successors, Masters and Wardens of the same Art or Mystery for the Time being, yearly for ever, for their Pains in that Behalf to be taken: And whereas by the Act of the Seventh Year of *George* the Fourth, Chapter One hundred and forty-two, intituled *An Act for consolidating the Trusts of the several Turnpike Roads in the Neighbourhood of the Metropolis North of the River Thames*, the Commissioners of the Metropolis Turnpike Roads North of the *Thames* (in this Act called "the Commissioners") were established for repairing and amending the several Roads mentioned in the First Schedule to that Act, and which comprised, amongst others, the Road therein described as "the Road between a certain Place called *Kilburn Bridge* in the "County of *Middlesex* and *Sparrow's Herne* in the County of *Hertford*," being Part of what was formerly the Highway between *Tyburn* and *Edgware*: And whereas under the Provisions of that Act the Rents and Profits of the devised Lands were accounted for and paid over by the *Brewers Company* to the Commissioners: And whereas by the Act of the Tenth Year of *George* the Fourth, Chapter Fifty-nine, intituled *An Act to amend an Act of the Seventh Year of His present Majesty, for consolidating the Trusts of the several Turnpike Roads in the Neighbourhood of the Metropolis North of the River Thames, and to make and maintain Two new or Branch Roads to communicate with the said Metropolis Roads*, it was (by Section Ten) enacted, that the Parish of *Saint Marylebone* should maintain and repair a Part of the Road therein described, being Part of the Highway from *Tyburn* to *Edgware*, and that the Parish of *Paddington* should maintain and repair another Part of the said Road

7 G. 4. c.  
cxlii.

10 G. 4. c. 59.

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Road therein described, being also Part of that Highway; and it was (by Section Sixteen) enacted, that the Commissioners should from Time to Time, as and when the same should be received by them, pay to the Vestry of the Parish of *Paddington*, or as they should direct, One equal Sixteenth Part of the Rents and Profits of the devised Lands which should arise after the First Day of *January* One thousand eight hundred and thirty, to be applied by that Vestry in or towards the repairing and improving of so much of the Road from *Tyburn* to *Edgware* as under the Provisions of that Act would be maintained and repaired by the Parish of *Paddington*, and should pay to the Vestrymen of the Parish of *Saint Marylebone*, or as they should direct, One other equal Sixteenth Part of those Rents and Profits, to be by those Vestrymen applied in or towards the repairing and improving of so much of the Road from *Tyburn* to *Edgware* as under the Provisions of that Act would be maintained and repaired by the Parish of *Saint Marylebone*, and should apply the Residue of those Rents and Profits in or towards the repairing and improving of the Roads comprised in the Seventh and Eighth Districts, in that Act described; and it was (by Section Eighteen) enacted, that the several Roads under the Superintendence and Management of the Commissioners should, for the Purpose of collecting the Tolls thereon, be divided into Sixteen Districts, therein specified, the Seventh District comprising Part and the Eighth District comprising the other Part of so much of the Road from *Kilburn Bridge* to *Sparrow's Herne*, being Part of the Highway from *Tyburn* to *Edgware*, as was not to be so maintained and repaired by the Parishes of *Saint Marylebone* and *Paddington* respectively: And whereas Part of the devised Lands was taken by the *Great Northern* Railway Company for the Purposes of their Undertaking, and the Compensation for the same was laid out in the Purchase of Four thousand seven hundred and forty-nine Pounds Fourteen Shillings and Ninepence Consolidated Bank Three Pounds *per Cent.* Annuities, in this Act called "the Trust Stock," now standing in the Name of the Accountant General of the High Court of Chancery, to the Credit of "*Ex parte* the *Great Northern* Railway Company, the Account of the Master and Keepers or Wardens and Commonalty of the Mystery or Art of Brewers of the City of *London*, the Devisees named in the Will of *Edward Harvist* deceased:" And whereas the Rents and Profits of such Parts of the devised Lands as were not taken by the *Great Northern* Railway Company, and the Dividends of the Trust Stock, have from Time to Time been received by the Brewers Company, and, less Forty Shillings, paid over to the Commissioners, and applied by them according to the Provisions of the secondly-recited Act: And whereas such Parts of the devised Lands as were not taken by the *Great Northern* Railway Company (and which Parts are in  
this

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this Act called "the Building Lands") are eligible for building, and might be let on Building Leases, so as to be improved to the best yearly Value, as directed by the recited Will, and the Commissioners are desirous, and the Brewers Company are willing, and it is expedient, that the same be let accordingly: And whereas the Commissioners are desirous, and the Brewers Company are willing, and it is expedient, that the Building Lands and the Trust Stock be vested in the Commissioners for the Purposes in that Behalf of the recited Acts (being Purposes consistent with the Trusts of the recited Will, so far as those Trusts can now be performed), and that the Brewers Company be discharged from those Trusts, and cease to be entitled to the Forty Shillings a Year given to them by the recited Will for their Pains, and that the devised Lands, or so much thereof as have not been taken by the *Great Northern Railway Company*, should be vested in the Commissioners, and that the Commissioners be authorized to grant Building Leases of the Building Lands, according to the Provisions in that Behalf of this Act: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the Commissioners of the Metropolis Turnpike Roads North of the *Thames* do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (to wit,)

Short Title. I. This Act may be cited for any Purpose as "Metropolis Roads (*Harvist's Estate*) Act, 1855."

Interpreta-  
tion of  
Terms.

II. In the Construction of this Act, the Expression "the Commissioners" includes the Successors of the Commissioners, except so far as that Construction is excluded by the Context; and the several Powers, Authorities, and Discretions of this Act may from Time to Time be exercised by any Three or more of the Commissioners present at a Meeting of the Commissioners.

Building  
Lands spe-  
cified in  
Schedule to  
be vested in  
the Com-  
missioners.

III. On and after the passing of this Act, such Parts of the Lands devised to the Brewers Company as herein-before recited as have not been taken by the *Great Northern Railway Company*, and which Parts are specified in the Schedule to this Act annexed, and are in this Act called "the Building Lands," with the Rights, Members, and Appurtenances, are by this Act and shall for ever be vested in the Commissioners, as if they were a Body Corporate, upon trust for the Purposes of this Act.

IV. Not-

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IV. Notwithstanding the passing but subject to the Provisions of this Act, the Sum of Four thousand seven hundred and forty-nine Pounds Fourteen Shillings and Ninepence Consolidated Bank Three Pounds *per Cent.* Annuities now standing in the Name of the Accountant General of the High Court of Chancery, as herein-before recited, shall be applicable, under the Authority of the Court of Chancery, for the Purchase of Land or otherwise according to the Provisions of the Act under which the *Great Northern* Railway Company took the Land now represented by that Trust Stock, save only that the Commissioners shall be substituted in that Behalf for the Brewers Company, and shall accordingly in all respects represent them; and in the mesne time the Dividends on those Annuities, or such Part thereof as from Time to Time is subject to the Provisions of this Act, and which is in this Act called "the Trust Stock," shall be paid to the Commissioners.

Trust Stock to be applicable for the Purchase of Land.

V. The Court from Time to Time, on the Petition of the Commissioners, may make such Orders as the Court may think fit for the Sale of any Part of the Trust Stock, and the Application of the Proceeds thereof for the Purposes of defraying all or any Part of the Costs, Charges, and Expenses of and in any way incidental to the Application for, carrying out, and obtaining and passing this Act, and also for taxing and settling all Costs, Charges, and Expenses of and incident to any Applications to the Court under this Act, and of and incident to and consequent on any Orders of the Court made for any of the Purposes of this Act.

Court of Chancery empowered to make Orders as to Trust Stock.

VI. On and after the passing of this Act, the Brewers Company are by this Act and shall for ever be freed and absolutely discharged from all Trusts, Liabilities, Claims, and Demands whatsoever, under or by virtue of the recited Will, or otherwise howsoever, affecting the devised Lands, and the Trust Stock, and the Rents, Dividends, and Profits thereof respectively, and every Part thereof respectively.

Brewers Company discharged from Trusts of devised Lands and Trust Stock.

VII. Provided always, That the Brewers Company shall duly pay or account for to the Commissioners the Rents, Dividends, and Profits of the Building Lands and the Trust Stock respectively which have become due and payable to the Brewers Company before the passing of this Act: Provided also, that the Receipt in Writing of the Commissioners for the Balance of such Rents, Dividends, and Profits shall be a final and conclusive Discharge in that Behalf to the Brewers Company.

Brewers Company to pay to the Commissioners Rents, &c. payable before the passing of this Act.

VIII. The Commissioners may examine, settle, and finally allow the Accounts of the Brewers Company with respect to the devised Lands and the Trust Stock, and the Rents, Dividends, and Profits

Commissioners may settle and allow Accounts thereof

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Brewers  
Company  
respecting  
devised  
Lands and  
Trust Stock.

thereof respectively; and the Allowance by the Commissioners of those Accounts shall be conclusive in favour of the Brewers Company, except with respect to any Error therein exceeding Ten Pounds, discovered within Twelve Months after the Settlement thereof between the Commissioners and the Brewers Company; and if any such Error be discovered within such Twelve Months, the same shall be corrected, and thenceforth the Account shall be so conclusive.

Application  
by Commis-  
sioners of  
Rents of  
Building  
Lands and  
Dividends of  
Trust Stock.

IX. After the passing of this Act, the Commissioners shall apply the Rents and Profits of the Building Lands, and the Dividends of the Trust Stock, or the Rents and Profits of the Lands purchased with the Proceeds of the Trust Stock, first, in Payment of One Sixteenth Part thereof to each of the Two Parishes of *Paddington* and *Saint Marylebone*, secondly, in replacing such Part (if any) of the Trust Stock as was sold for paying the Expenses of this Act, and, thirdly, in or towards repairing and amending such Parts of the Road originally within the Trusts of the recited Will as are now under the Management of the Commissioners, according to the Trusts in that Behalf of the recited Will, as modified by the recited Act of the Tenth Year of *George* the Fourth and this Act.

Provision as  
to Surplus of  
Rents and  
Dividends.

X. Provided always, That if and whenever, after satisfying the several Purposes of this Act, there is any eventual Surplus of those Rents, Profits, and Dividends, the Court of Chancery may, on the Petition of the Attorney General or the Brewers Company, make such Orders as the Court may think fit for the Application of such Surplus, as if the recited Acts and the Acts therein respectively recited had not passed.

Accounts for  
Purposes of  
Act.

XI. The Commissioners shall keep such Accounts of their Receipts and Disbursements under and for the Purposes of this Act as shall fully and clearly show the Moneys from Time to Time received by them on account of the Rents and Profits of the Building Lands, and the Dividends and Proceeds of the Trust Stock, and the Rents and Profits of the Lands purchased with the Proceeds of the Trust Stock, or any Part thereof, and the Application of those Moneys: Provided always, that any such Application of those Moneys shall not govern the Construction of the Words repairing and amending in the recited Will.

Yearly  
Report of  
Receipts, &c.  
to be made  
up;

XII. The Commissioners shall prepare, before their General Meeting in the Month of *April* in every Year, a full and complete Report of their Receipts and Disbursements under and for the Purposes of this Act, up to the Twenty-fifth Day of *March* then last, and not included in any preceding Report; and at such General Meeting

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Meeting such Report shall be carefully examined and compared with the Accounts and Vouchers from which it is drawn and by which it is supported, and when allowed and approved by the General Meeting shall be signed by the Chairman in testimony thereof, and a printed Copy of every such Report, when so allowed and approved, shall be sent to every Commissioner, and to the respective Vestry Clerks of the Parishes of *Paddington* and *Saint Marylebone*.

XIII. A Copy of every such Report shall be laid before both Houses of Parliament within Fourteen Days after the Report is so allowed and approved, or within Fourteen Days after the First Meeting of Parliament for Despatch of Business next after such Allowance and Approval, but it shall not be necessary to transmit any Copy of such Report or any Statement of the Accounts of the Commissioners to any Clerk of the Peace.

and a Copy to be laid before Parliament.

XIV. Provided always, That, so long as the Commissioners make up and keep their Accounts, and prepare a Report of their Receipts and Disbursements, according to the Provisions of the recited Act of the Seventh Year of *George* the Third, Chapter One hundred and forty-two, their Accounts for the Purposes of this Act may be made up and kept, and the Report thereon may be prepared, examined, compared, allowed, approved, signed, printed, sent to Commissioners, and laid before Parliament, as Part of their Accounts and Report under that Act.

Account under Act may be Part of general Account.

XV. The Commissioners from Time to Time may appropriate for Building Purposes such Parts as they think proper of the Building Lands, and in order thereto may make Sewers and Drains in and through the same, and fence, plant, and otherwise improve the same, and lay out any Parts thereof as and for Squares, Streets, Roads, Ways, and other open Spaces, for the general Benefit of the Property, and any other Parts thereof as Lots for building on, or in such other Manner in all respects as they deem advantageous for any of the Purposes of this Act, and may maintain, renew, repair, alter, and extend such Sewers, Drains, Improvements, Squares, Streets, Roads, Ways, and other open Spaces.

Power to the Commissioners to appropriate Building Lands for Building Purposes.

XVI. For the Purposes of any such Appropriation of any Parts of the Building Lands for the general Benefit of the Property, the Commissioners from Time to Time, by general Deeds, to be executed by Three or more of the Commissioners, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof respectively, may declare the Mode, Terms, and Conditions of such Appropriation, and of the Enjoyment of the Benefit thereof, and grant such Liberties, Privileges,

General Deeds of Appropriation to be executed by the Commissioners for Purposes advantageous to the Property.

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leges; Easements, and Conveniences in that Behalf as they deem reasonable, and, if they think fit, may demise the Lands so appropriated, or any Parts thereof, to any Persons, for any Term of Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such general Deed, as the Commissioners think reasonable, but so that every such general Deed be made with a View to the general Benefit of the Property.

Power to the Commissioners to lease for Building Purposes.

XVII. The Commissioners from Time to Time, in accordance with the Provisions of this Act, may lease all or any Part of the Building Lands to any Persons willing to make any Buildings or Constructions thereon, either originally or in lieu of all or any Part of any then existing Buildings or Constructions thereon, or to repair, maintain, or improve any then existing Buildings or Constructions thereon, or to make any other substantial Improvements thereof.

Such Lettings may be made by Public Auction or Private Contract.

XVIII. Every such Letting from Time to Time may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Buildings (if any), as the Commissioners think advantageous.

Terms which may be granted in Leases for Building Purposes.

XIX. The several Leases may respectively be made for any Terms of Years absolute not exceeding Ninety-nine Years, to take effect in possession immediately, or within Three Months after the making thereof, and not otherwise in reversion.

Considerations for Leases to be the best Rents that can be reasonably had.

XX. The Considerations for the Leases shall be the best and most beneficial yearly Rents which can at the Time of the making of the respective Leases or the Contracts for the same respectively, and considering the Nature and Circumstances of the respective Cases, be reasonably had for the same; and the yearly Rents shall be made payable half-yearly or more often.

Rents may increase periodically.

XXI. The First Payment of any yearly Rent reserved by any Lease may be made to become payable on any Day not exceeding Two Years and a Half after the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as the Commissioners, having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Five Years after the Day of the Date of the Lease.

Liberties which may be granted

XXII. The Commissioners from Time to Time, if and as they think advantageous, may grant to the respective Lessees, their  
Executors,



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Executors, Administrators, and Assigns, all or any of the following Liberties, Easements, and Privileges; (to wit,) to Lessees for Building Purposes.

First, Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Squares, Streets, Roads, Ways, and other open Spaces, or otherwise for the general Improvement of the Property :

Secondly, Liberty to make, lay, or use, in or under any Part not then already leased of the Building Lands, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Building Lands will authorize) any Part then already leased of the Building Lands, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences, for any then present or future Buildings or Constructions :

Thirdly, Liberty to alter and reconstruct all or any Part of any Building or Construction comprised in any such Lease, so as such Alteration or Reconstruction be made with the Privity and to the Satisfaction of the Commissioners or their Surveyor :

Fourthly, Liberty to take down or remove all or any Part of any Buildings or Constructions on the Lands leased, and to apply and dispose of the Materials thereof to any Purposes agreed on :

Fifthly, Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part not then already leased of the Building Lands, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Building Lands will authorize) any Part then already leased of the Building Lands :

Sixthly, any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which the Commissioners think reasonable.

XXIII. The Commissioners from Time to Time, if and as they think advantageous, may by the Leases make all or any of the following Reservations; (to wit,) Reservations which may be made in Leases for Building Purposes.

First, Reservations of Rights or Powers for the Commissioners, and the Lessees and Occupiers from Time to Time of any other Parts of the Building Lands, or any of those Parties respectively, from Time to Time to make, lay, and use, in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :

Secondly, Reservations of Rights or Powers for the Commissioners from Time to Time to grant to the Lessees of any other Parts of the Building Lands, any Easement of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting the Lands leased :

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Thirdly,

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Thirdly, any other Reservations usual or proper in Leases for like Purposes, or which the Commissioners think reasonable.

Covenants which may be inserted in Leases for Building Purposes.

XXIV. The Leases may, as the Commissioners from Time to Time think advantageous, be made either with or without Covenants by or on the Part of the respective Lessees to contribute towards the making and keeping in repair, ornamenting, and embellishing of any Sewers, Drains, Squares, Streets, Roads, Ways, open Spaces, or other Conveniences, in, upon, through, under, or over any Parts of the Building Lands, and either with or without Covenants or Stipulations by or on the Part of the Commissioners as to the Mode in which any Part of the Building Lands shall be laid out, built upon, used, or improved.

Covenants which must be inserted in Leases for Building Purposes.

XXV. There shall be contained in the several Leases the following Covenants by the respective Lessees; (to wit,)

First, in every Lease for the Purpose of having any Building or Construction made thereon a Covenant to make and finish within a Time therein for that Purpose specified, and to keep in repair during the Term of the Lessee, the Building or Construction agreed to be made:

Secondly, in every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt a Covenant to improve, repair, or rebuild, within a Time therein for that Purpose specified, and to keep in repair during the Term of the Lessee, the Building or Construction agreed to be improved, repaired, or rebuilt:

Thirdly, in every Lease for any other Improvement a Covenant to make such Improvement within a Time therein for that Purpose specified:

Fourthly, a Covenant for the Payment of the Rent reserved:

Fifthly, a Covenant for Payment of all Landlords and Tenants Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlords Property Tax or Income Tax) affecting or to affect the Lands leased:

Sixthly, a Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value of such Part thereof as can be destroyed or damaged by Fire in any respectable Insurance Office from Time to Time approved by the Commissioners:

Seventhly, a Covenant to lay out the Money received by virtue of such Insurance, and such other Money as is requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire:

Eighthly,

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Eighthly, a Covenant to yield up on the Expiration or other sooner Determination of the Term of the Lessee the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, rebuilt, or maintained thereon, in good Repair and Condition.

XXVI. There shall be contained in the several Leases Powers, Conditions, Covenants, or Provisoes for the following Purposes; (to wit,) Powers which must be contained in Leases for Building Purposes.

First, for the Commissioners or their Surveyor to enter at least twice in every Year upon the Lands leased, and to inspect the Condition thereof, and of all Buildings, Constructions, and Improvements thereon:

Secondly, for the Commissioners to re-enter and perceive Rents and Profits, or to re-enter absolutely for Nonpayment of the Rent reserved, or for Breach of any of the Covenants by the Lessee, or of any One or more in that Behalf, agreed on and in the Lease specified of those Covenants.

XXVII. There may, if the Commissioners from Time to Time think fit, be contained in the several Leases, Powers, Conditions, Covenants, or Provisoes for the following Purposes; (to wit,) Powers which may be contained in Leases for Building Purposes.

First, that Breach of any of the Covenants in the Lease (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to accept,) shall not give any Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain for Three Months after the signing of final Judgment unpaid:

Secondly, that in case of Breach of any Covenant by the Lessee to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, the Commissioners may insure, rebuild, repair, or reinstate such Building or Construction according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:

Thirdly, any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which the Commissioners think reasonable.

XXVIII. The Commissioners from Time to Time, if they think fit, may confirm any Lease or general or other Deed purporting to be Power for the Commissioners to be

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confirm void or voidable Leases, and grant new Leases in lieu thereof.

be made under this Act, in any Case in which for some technical Error, Informality, or Irregularity in making or executing it such Lease or Deed is thought void or voidable, and may grant in lieu of any Lease so thought void or voidable a Lease in accordance with this Act, but only for the same or the like Term or Interest, or, as the Case may be, the then Residue thereof, and at the same or the like yearly Rent, and with and under the same or the like Reservations, Covenants, Powers, and Provisions as were or were intended to be respectively granted, created, reserved, and expressed and contained in and by the Lease thought void or voidable.

Fines not to be taken for such Confirmations.

XXIX. Provided always, That no Fine, Premium, or Foregift shall be taken for making any such Confirmation of a Lease thought void or voidable.

Power for Commissioners to accept Surrenders of Leases.

XXX. The Commissioners from Time to Time may accept Surrenders of any now existing Leases or Tenancies of the Building Lands or any Part thereof, or of any Leases made under this Act, or of any Lands comprised in any Contracts for Leases made under this Act.

Rent to be reserved by new Leases on Surrenders.

XXXI. Provided always, That no Land leased under this Act in consideration wholly or in part of any such Surrender shall be so leased except for the best yearly Rent that can be reasonably obtained for the same.

Duplicates to be executed.

XXXII. A Duplicate of every Lease shall be executed, and be delivered by the Lessee to the Commissioners, and such Lessee shall pay the reasonable Charges of preparing the Lease and Duplicate respectively, and registering the Lease.

The Certificate of the Commissioners of the Receipt of a Duplicate to be Evidence.

XXXIII. The Certificate in Writing of the Commissioners acknowledging the Receipt by them of any Duplicate of a Lease shall be *primâ facie* Evidence that such Duplicate was duly made and executed and delivered to the Commissioners.

Power to the Commissioners to enter into Contracts for Leases for Building Purposes.

XXXIV. The Commissioners from Time to Time may enter into Contracts in Writing for leasing, according to the Provisions of this Act, any Parts of the Building Lands; and such Contracts respectively may contain all or any of the following Agreements; (to wit,)

First, an Agreement that when and as any of the Improvements on the Land agreed to be leased are duly made according to the Contract, that Land or any Part thereof shall be by the Commissioners leased according to the Contract to the Person contracting to take the same, his Executors, Administrators, or Assigns (such Assigns to be approved by the Commissioners), and in such Parcels, and under such Portions of the yearly Rent specified

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specified in the Contract, as are specified in the Contract, or, if not so specified, as the Commissioners think proper :

Secondly, an Agreement that the full yearly Rent specified in the Contract may be, either by a Surveyor or by a Referee or otherwise, apportioned between Parts of the Land therein comprised :

Thirdly, an Agreement to make the Lease either when the Improvements to be made on the Land to be therein comprised are completed, or when a given Sum is expended on such Improvements :

Fourthly, an Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period, not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as the Commissioners, having regard to the Quantity of the Land therein comprised, and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, think reasonable, but so that the full yearly Rent be made payable on a Day not later than Seven Years after the Day of the Date of the Contract :

Fifthly, an Agreement that when and as any Lease is made of any Part of the Land comprised in the Contract, the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder in respect only of such Part as from Time to Time is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :

Sixthly, an Agreement that the Persons entitled under the Contract may during the Continuance thereof have, exercise, or enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees :

Provided always, that if the Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the Rent reserved in the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land comprised in the Lease when fit for Habitation or Use.

XXXV. In every such Contract shall be contained Clauses or Conditions to the following Effect ; (to wit,)

First, that the Commissioners may vacate the Contract as to and may re-enter upon such Part of the Land therein comprised and not from Time to Time actually leased in pursuance thereof as

[*Private.*]

3. *x*

is

Clauses to be contained in Contracts for Leases for Building Purposes.

*Metropolis Roads (Harvist's Estate) Act, 1855.*

is not within a reasonable Time therein expressed improved as thereby stipulated :

Secondly, that the Person to whom the Lease ought according to the Contract to be made shall, within a reasonable Time therein expressed, accept such Lease, and execute a Duplicate thereof, and pay the reasonable Charges of preparing the Lease and the Duplicate respectively, and registering the Lease :

Thirdly, that in default of such Acceptance, Execution, or Payment the Contract shall, as to the Land from Time to Time not actually leased in pursuance thereof, be void.

Contracts to be carried into effect by Leases.

XXXVI. Every such Contract shall, except as is by this Act otherwise provided, be carried into effect by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts may be made for Building Purposes.

XXXVII. The Commissioners from Time to Time may make any new Contract, with respect to any Land theretofore contracted to be leased, with any Person entitled to the Benefit of the then existing Contract, and by way of Addition to or Explanation or Alteration of all or any of the Terms and Conditions of that Contract, but so that that Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

General Terms of Contracts for Building Purposes.

XXXVIII. The Contracts which the Commissioners may from Time to Time make may, except as is by this Act otherwise provided, contain all such Terms and Conditions as they think advantageous ; and they from Time to Time may alter, rescind, and abandon, either on Terms or gratuitously, as they think advantageous, any such Contract, or any of the Terms and Conditions thereof: Provided always, that no such Contract shall contain any Term or Condition obligatory on the Commissioners to which they may not be by this Act authorized to give effect by or in a Lease.

Conditions of Re-entry may be restricted to Part of the Lands.

XXXIX. No Lease or Contract for a Lease shall be void, defeasible, or questionable on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Lands leased or contracted so to be where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

Conditions of Re-entry to be apportionable.

XL. Notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease or any such Contract as to Part only of the Lands leased or contracted so to be, and notwithstanding the Surrender of Part only of the Lands leased or contracted so to be, the Condition, or Right of Re-entry and other (if any)

*Metropolis Roads (Harvist's Estate) Act, 1855.*

any) the Conditions of such Lease or Contract shall remain and be in force as to such Parts of those Lands as are from Time to Time comprised in such Lease or Contract, and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in that Behalf in such Lease or Contract.

XLI. No Under-lease of any Part of the Lands comprised in any original Lease shall be liable to Forfeiture, or the Operation of any Condition or Right of Re-entry, for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the Land comprised in the Under-lease or some Part thereof; and no such Nonpayment or Breach with respect to the Land comprised in any such Under-lease shall work a Forfeiture or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the Under-lease of the Lands comprised in the original Lease as if the original Lease had originally comprised that Part alone.

Under-leases not to be forfeited for Nonpayment of Rent, &c. in respect of Land not comprised therein.

XLII. Every Lease shall be deemed duly made although it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract, but so as the Lease be conformable to the Provisions of this Act.

Leases to be valid, notwithstanding any Defects in Contracts.

XLIII. After a Lease is made in conformity with the Provisions of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Contracts not to form Part of Title to Leases.

XLIV. Whenever the Possession of any Part of the Building Lands already or hereafter leased or contracted so to be is by the Commissioners resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with under this Act.

Lands resumed or recovered may be again disposed of.

XLV. Every Receipt from Time to Time given by the Commissioners for any Money received by them under the Authority or for any of the Purposes of this Act shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Receipts of Commissioners to be sufficient Discharges.

XLVI. All

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*Metropolis Roads (Harvist's Estate) Act, 1855.*

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Expenses of Act.

XLVI. All the Costs, Charges, and Expenses of the Commissioners and the Brewers Company respectively of and in any way incidental to the applying for, obtaining, and passing, and the carrying out of this Act shall be paid by the Commissioners out of any Moneys coming to their Hands for the Purposes of the recited Acts or either of them, relating to the Seventh and Eighth Districts of Roads established by the secondly recited Act.

General Saving.

XLVII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the Persons by this Act expressly excepted from this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, in, to, out of, or upon the Building Lands and the Trust Stock, or either of them, or any Part or Share of or in the same respectively, as they, every or any of them, had before the passing of this Act, or could or might enjoy if this Act were not passed.

Exception from General Saving of Rights.

XLVIII. Provided always, That the Commissioners and the Brewers Company are expressly excepted from the General Saving in this Act, and are accordingly the only Persons bound by this Act.

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

XLIX. 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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**SCHEDULE.**

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Such Parts of the Lands in the Parish of Islington in the County of Middlesex, devised by the Will of Edward Harvist, recited in the foregoing Act, (and which Lands are in such Will called London Fields,) as have not been taken by the Great Northern Railway Company, containing in the whole Eighteen Acres One Rood and Fifteen Perches.

*Thos. R. Parker.*

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**LONDON:**

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1855.