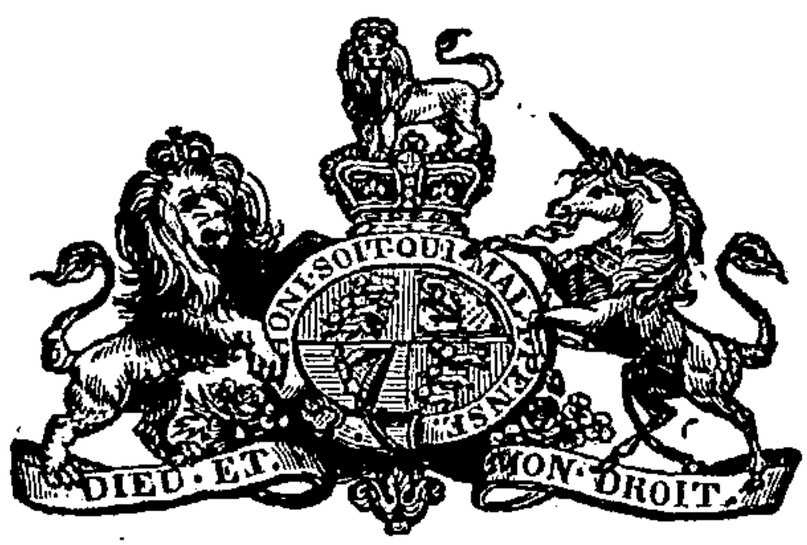

CHAP. 1.

An Act to enlarge the Powers of an Act enabling the Rector of the Parish of Saint Luke, Chelsea, in Middlesex, to grant Building and Repairing Leases. [20th June 1870.] A.D. 1870.

WHEREAS an Act was passed in the sixth year of the reign of George the Fourth, intituled "An Act for enabling the "rector of the rectory and parish church of Chelsea, in the parish "of Saint Luke, Chelsea, in the county of Middlesex, to grant "building and repairing leases of glebe lands and premises belong-"ing to the said rectory, and for other purposes," but by the fifteenth section of the said Act it is provided that the powers of the said Act shall not extend to the rectory or parsonage house, or the offices, stables, or outbuildings, gardens, or pleasure grounds belonging to the said rectory or parsonage house, or to the plot of ground whereon the said rectory or parsonage house and other buildings stand, or any part thereof respectively: 6 G. 4. c. 18. (*Private.*)

And whereas a part of the land so excepted is now used as a kitchen garden in connexion with the rectory house, but it has become ill adapted for that purpose, as owing to the large increase of houses it is now nearly surrounded by buildings, and is in the midst of what of late years has become a densely populated neighbourhood:

And whereas the said land, used as a kitchen garden, has a frontage towards King's Road, Chelsea, and towards Church Street, Chelsea, and from its situation is well adapted for building purposes, and the erection of houses on the said land would not interfere with the enjoyment and comfort of the rectory house as a residence, but would be beneficial to the rector for the time being, and it is expedient therefore that the restrictions contained in the before-mentioned Act be repealed as regards, and that the powers of the said Act be extended to, that part of the glebe lands before referred to, and which said portion of land is more particularly described in the schedule (A.) to this Act:

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And whereas under the said Act the several leases mentioned in the schedule (B.) to this Act have been granted, and nearly all the land in the parish of Chelsea at present available under the said Act for building purposes is now built upon:

And whereas it is by the first section of the said Act provided, that, amongst other clauses to be contained in the leases granted pursuant thereto, there shall be contained a proviso or condition for avoiding such leases respectively, if (amongst other things) the messuages or buildings erected or built, or to be erected or built, on the ground comprised in such respective leases shall be suffered to be dilapidated or out of repair to the value of fifty pounds or upwards, and the same shall not be repaired within six calendar months after notice in writing:

And whereas the effect of such proviso is that buildings remain in a state of dilapidation greater than, having regard to the class of houses situate in the neighbourhood, ought to be permitted, and it is expedient that such proviso should be altered or repealed:

And whereas it is by the sixth section of the said Act provided that, after any lease shall be granted under the Act, and whilst the same shall continue in force, no premises, buildings, or land to be comprised in any such lease shall be granted or grantable by the rector for the time being for any longer term than whilst he shall continue rector, and doubts have arisen whether the rector for the time being can accept a surrender of any lease granted under the said Act, and execute a re-grant of the premises:

And whereas it would be beneficial to the rector for the time being that power should be given to him to accept surrenders of leases granted under the powers of the said Act, in cases in which the original lessees, or their executors, administrators, or assigns, desire to surrender the same in order to renewals under the said Act being made, with liberty to alter and improve or pull down and rebuild buildings for the time being existing on the land demised, and with such increase of rent as, having regard to the term unexpired in the surrendered lease, may be a fair rent for the premises to be demised, and by such pulling down or alterations in existing buildings, land not now available for building purposes may be made so:

And whereas it is by the seventh section of the said Act provided that, in apportioning the rent to be reserved under leases granted in pursuance of building agreements made under the powers of the said Act, the rent to be reserved by each lease shall not exceed one seventh part of the clear yearly rackrent value of the land and buildings to be comprised in such lease, but such restrictions have

been found inconvenient, and it is now the practice, in dealing with building agreements, to apportion the ground rent agreed to be paid thereunder in such manner as that the rent to be reserved may be an amount not exceeding one fifth of the yearly rackrent value of the land and buildings to be comprised in such lease:

And whereas the rectory and parish church of Chelsea, of which the Right Honourable Charles Earl Cadogan is the patron, and the Reverend Abel Gerald Wilson Blunt is the rector, are within the diocese of the Bishop of London, and the said bishop, patron, and rector have signified their consent to this Act:

And whereas glebe lands belonging to the said rectory are situate at Merton in Surrey, and a part of those lands was sold to the London and South-western Railway and the London, Brighton, and South Coast Railway Companies for the purposes of a railway authorised by "The Tooting, Merton, and Wimbledon Railway (South-western and Brighton) Act, 1865," for nine hundred pounds, which sum was, under "The Lands Clauses Consolidation Act, 1845," paid into the Bank of England, in the name and with the privity of the Accountant General of the Court of Chancery, and is waiting for investment:

And whereas it is reasonable and expedient that all the costs, charges, and expenses of obtaining this Act should be defrayed out of the said sum:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

May it therefore please 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; (that is to say,)

Short title.

1. This Act may be cited as "The Chelsea Rectory Act, 1870," and the recited Act may be cited as "The Chelsea Rectory Act, 1825."

Powers of recited Act extended to lands in schedule.

2. Notwithstanding anything in the recited Act contained to the contrary, the powers of that Act shall extend and apply to, and may be exercised in respect of, the land or any part of the land mentioned in the schedule (A.) to this Act.

Alteration of proviso as to re-entry in case of dilapidations.

3. Notwithstanding anything in the recited Act contained to the contrary, it shall not be requisite that the proviso or condition of re-entry to be contained in leases granted under the said Act and under this Act shall be so framed as to provide for re-entry in case of dilapidations to the extent of fifty pounds not being made good within six months after notice, but such proviso or condition may

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be so framed as to authorise a re-entry in case of the dilapidations exceeding five pounds not being made good within six calendar months after notice.

Rector may accept surrenders of leases.

4. The rector for the time being may, with the consent of the patron and bishop, accept surrenders of any lease or leases granted under the authority of the recited Act, or under this Act, with a view to re-granting the premises in such leases comprised, in all cases in which the lessee or lessees, assignee or assignees, in such leases shall be willing to alter and improve, or pull down and rebuild, the buildings for the time being existing on the lands comprised in such leases, and to pay such increased rent for the same as having reference to the value of the interest to be surrendered shall appear to such rector fair and reasonable, and the rector for the time being shall and may, on such surrender being made, re-grant the land and premises to be surrendered, or may agree for the re-grant of the premises to be surrendered, and afterwards grant leases of the same at such improved rents as aforesaid, under and in accordance in all other respects with the provisions of the recited Act and of this Act; but so nevertheless that every such renewed lease, or the agreement in pursuance of which it shall be granted, shall contain a clause or covenant binding on the lessee to make the alterations and improvements agreed to be made in such buildings within one year from the making or granting thereof.

Apportionment of rents.

5. In apportioning the rents to be reserved in and by leases granted in pursuance of building agreements entered into under the provisions of the recited Act and of this Act, it shall be competent for the rector for the time being granting such leases so to apportion the rent to be reserved in each lease as that such rent may exceed one seventh part, but shall not exceed one fifth part, of the clear rackrent value of the land and buildings to be comprised in such lease: Provided, that in case it shall happen that by an equal apportionment of the whole of the rent agreed to be reserved by any building contract, the rent to be reserved by the leases would exceed in each lease such proportion, then the whole rent reserved by the contract shall be apportioned as near as may be equally amongst the buildings to be comprised in the leases granted thereunder.

General saving.

6. Saving always to the Queen's most Excellent Majesty, and her heirs and successors, and to all and every other person and persons, bodies politic and corporate, his and their heirs, successors, executors, and administrators (other than and except the said Abel Gerald Wilson Blunt, and his successors, rectors of the said rectory

and parish church of Chelsea, and other than and except the Bishop of London for the time being and his successors, being ordinaries as aforesaid, and also other than and except the said Charles Earl Cadogan, and other the patron and patrons for the time being of the said rectory and parish church of Chelsea), all such estate, right, title, interest, benefit, property, claim, and demand whatsoever of, in, to, out of, or upon the said lands, grounds, buildings, and premises so to be leased or contracted to be leased as aforesaid, under or by virtue of and pursuant to the powers contained in this Act and every or any part thereof, as they and every or any of them had before the passing of this Act, or would, could, or might have held or enjoyed in case this Act had not been made.

As to payment of costs of Act.

7. All the costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall and may, when taxed, be paid out of the beforementioned sum of nine hundred pounds, and the Court of Chancery may and shall make the necessary order accordingly.

Act as printed by Queen's printers to be evidence.

8. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised 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.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

All that piece or parcel of ground situate on the south-east side of the King's Road, Chelsea, abutting north-west on such road, south-east on the Rectory House premises, north-east partly on premises demised to Job Baseley and partly on ground in the occupation of the rector, and south-west on Church Street, containing, on the north-west side, one hundred and thirteen feet nine inches; on the south-east side, one hundred and thirty-five feet six inches; on the north-east side, one hundred and twenty-two feet; and on the south-west side, in a bent line, ninety-six feet nine inches.

SCHEDULE (B.)

Date of Leases.	Names of Lessees.	Description of Property.	Names of Lives.	Term of years or age in Lease.	Annual Rent. £ s. d.
25th April 1826 -	William Jumpsen.	House in Cheyne Row, Chelsea.	- - -	99, from 25th March 1826.	2 0 0
25th April 1826 (repairing).	Job Baseley -	Two messuages and premises in the King's Road, Chelsea.	- - -	99, from 25th March 1826.	2 0 0
24th November 1821.	James Moore -	Land and premises at Merton.	Henry James Scriven. Jemima Scriven James Bridger	19 - 16 - 16 - - -	6 10 0 now reduced to 5 10 0
25th March 1842	J. G. Rolls -	House and garden on north side of Cook's ground, Chelsea.	- - -	29, from 25th March 1842.	35 0 0
15th April 1842 (building and repairing).	Peter Grignon	Land, 4 acres in Chelsea -	- - -	99, from 25th March 1842. Premium paid, 290*l.*	88 4 0
25th December 1843 (building).	J. G. Rolls -	Ground in King's Road, Chelsea.	- - -	99, from 25th December 1843.	25 0 0
20th March 1850	Assignment of	part of the last-named premises to James Tyrie, consideration money 2,100*l.*			
25th December 1843 (repairing).	J. G. Rolls -	Land and messuages and premises in Cook's ground.	- - -	99, from 25th December 1843.	20 0 0
16th June 1846 -	J. S. Phene -	Six messuages in Adam's Place, King's Road, Chelsea.	- - -	99, from 25th March 1846.	60 0 0
Same date -	J. S. Phene -	Two messuages and land in and near Upper Cheyne Row, Chelsea.	- - -	99, from 25th March 1846.	40 0 0
Same date -	J. S. Phene -	Glebe and cottages in Chelsea.	- - -	99, from 25th March 1846.	50 0 0
8th March 1850 -	S. W. Strickland.	House and ground, No. 2, Glebe Place, on south of King's Road.	- - -	99, from 29th September 1849.	90 0 0
25th December 1867.	Charles Ardon Kellond.	House and premises on the west side of Oakley Street, Chelsea.	- - -	99, from 25th December 1867.	10 10 0
Same date -	Same - -	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
Same date -	Same - -	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
Same date -	Same - -	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
Same date -	Same - -	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
25th August 1868	Same - -	House and premises on west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0

Date of Leases.	Names of Lessees.	Description of Property.	Names of Lives.	Term of years or age in Lease.	Annual Rent.
					£ s. d.
26th August 1868	Charles Ardon Kellond.	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
27th August 1868	Same - -	House and premises on the west side of Oakley Street.	- - -	99, from 25th December 1867.	10 10 0
9th November 1868.	John Kellond -	Five houses on west side of Oakley Street.	- - -	99, from 25th December 1867.	3 0 0
10th November 1868.	J. J. Bell -	House and premises on the west side of Caledonia Terrace, Chelsea.	- - -	99, from 24th June 1868.	4 10 0
11th November 1868.	Stephen Blatch	House and premises on the west side of Caledonia Terrace.	- - -	99, from 24th June 1868.	4 10 0
31st December 1868.	George Price Boyce.	Premises in Cook's ground -	- - -	80, from 24th June 1868.	17 0 0
1st January 1869	William La Roache.	House and premises on west side of Caledonia Terrace.	- - -	99, from 24th June 1868.	4 10 0
1st February 1869	George Stone Kinggett.	House and premises on the west side of Caledonia Terrace.	- - -	99, from 24th June 1868.	4 10 0
13th March 1869	Samuel Laws -	House and premises on west side of Caledonia Terrace, Chelsea.	- - -	99, from 24th June 1868.	4 10 0
15th April 1869 -	Alfred Leech -	Two houses and premises on east side of Caledonia Terrace, Chelsea.	- - -	99, from 24th June 1868.	9 0 0 after the first two years.
21st April 1869 -	William Hendra.	House and premises on west side of Caledonia Terrace, Chelsea.	- - -	99, from 24th June 1868.	4 10 0
17th June 1869 -	William Leete	House and shop in King's Road, Chelsea, the 2nd house westward from Cook's ground.	- - -	99, from 25th December 1868.	15 0 0
18th June 1869 -	The same -	House and shop corner of King's Road and Cook's ground, Chelsea.	- - -	99, from 25th December 1868.	15 0 0
7th August 1869	The same -	1st house west side of Cook's ground, Chelsea, southwards from King's Road, the corner house exclusive.	- - -	99, from 25th December 1868.	6 0 0
9th August 1869	The same -	2nd house ditto - -	- - -	99, from 25th December 1868.	6 0 0
10th August 1869	The same -	3rd house ditto - -	- - -	99, from 25th December 1868.	7 0 0
11th August 1869	The same -	4th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
12th August 1869	The same -	5th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
13th August 1869	The same -	6th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
23rd December 1869.	The same -	7th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
24th December 1869.	The same -	8th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
24th January 1870.	The same -	9th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
25th January 1870.	The same -	10th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
26th January 1870.	The same -	11th house ditto - -	- - -	99, from 25th December 1868.	7 0 0
27th January 1870.	The same -	12th house ditto - -	- - -	99, from 25th December 1868.	7 0 0

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