

ANNO VICESIMO PRIMO

VICTORIÆ REGINÆ.

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CAP. XVIII.

An Act to effect an Exchange between the Commissioners of *Chelsea Hospital* and the Governor and Company of *Chelsea* Waterworks of Lands in the Parishes of *Saint George Hanover Square* and *Saint Margaret Westminster* in the County of *Middlesex*. [21st *May* 1858.]

Recital of Agreement, dated 24th Sept. 1857, for an Exchange of Lands specified in the First Schedule belonging to Chelsea Hospital, for Lands specified in the Second Schedule belonging to Chelsea Waterworks Company.

WHEREAS by an Agreement in Writing, made and entered into the Twenty-fourth Day of *September* in the Year of our Lord One thousand eight hundred and fifty-seven, between the Lords and other Commissioners for the Government of the Royal Hospital at *Chelsea* and the Out-Pensioners thereunto belonging, in the County of *Middlesex*, therein-after called the Commissioners of *Chelsea Hospital*, of the one Part, and the Governor and Company of *Chelsea* Waterworks of the other Part, after reciting that the said Commissioners of *Chelsea Hospital* were seised for an Estate in Fee Simple in possession of the Piece or Parcel of Ground specified in the First Schedule to this Act, subject nevertheless to certain Annuities and Fee-farm Rents charged thereon by the Will of the Right Honourable Richard late Earl *Grosvenor*, and otherwise, but which Annuities and Rents were also charged on other large

large Estates of great Value, and on the Purchase of which said Land and Hereditaments specified in the said First Schedule to this Act, together with other Hereditaments, by the said Commissioners of *Chelsea Hospital*, from the *Grand Junction* Waterworks Company, the said *Grand Junction* Waterworks Company gave to the said Commissioners of *Chelsea Hospital* their Bond under their Common Seal, dated the Eighth Day of *November* One thousand eight hundred and forty-three, in the Sum of Twelve thousand Pounds, for indemnifying the said Commissioners of *Chelsea Hospital*, their Heirs and Assigns, and the said Hereditaments so purchased by them, from the said Annuities and Fee-farm Rents, and all Costs occasioned thereby; and reciting that the said Governor and Company of *Chelsea* Waterworks were seised for an Estate in Fee Simple in possession of the Piece or Parcel of Ground specified in the Second Schedule to this Act; and reciting that the said Two Parcels of Ground were of the same Value, and that it would be greatly for the Advantage of both the Parties thereto to exchange the same; it was by the said Agreement now in recital mutually agreed between the Parties thereto in manner following; that is to say, that they the said Commissioners of *Chelsea Hospital* should and would, at their own Costs and Charges, use their best Endeavours to obtain an Act of Parliament to effect an Exchange of the said Parcels of Land, so that the said Land and Hereditaments specified in the said First Schedule to this Act, with their Rights, Members, and Appurtenances, might become and be vested in the said Governor and Company of *Chelsea* Waterworks, their Successors and Assigns, freed and discharged from all Uses, Estates, Charges, Trusts, Conditions, Rights, and Powers then affecting the same, and to be by them held to the same Uses, for the same Estates, upon the same Trusts, and with, under, and subject to the same Charges, Rights, Powers, and Provisions, as the Land and Hereditaments specified in the said Second Schedule to this Act were then held upon or subject to; and so that the said Land and Hereditaments specified in the said Second Schedule to this Act, with their Rights, Members, and Appurtenances, might become and be vested in the said Commissioners of *Chelsea Hospital*, their Successors and Assigns, freed and discharged from all Uses, Estates, Charges, Trusts, Conditions, Rights, and Powers then affecting the same, and to be by them held to the same Uses, for the same Estates, upon the same Trusts, and with, under, and subject to the same Charges, Rights, Powers, and Provisions, as the Land and Hereditaments specified in the said First Schedule to this Act were then held upon or subject to; and to the Intent that the Benefit of the said Bond of the said *Grand Junction* Waterworks Company, and of all other Bonds or Covenants for the Indemnity of the said Commissioners of *Chelsea Hospital*, and the said Land and Hereditaments

Hereditaments specified in the said First Schedule to this Act, from the said Annuities and Fee-farm Rents, might enure or continue for the Benefit of the same Commissioners, their Successors and Assigns, and of the said Land and Hereditaments specified in the said Second Schedule to this Act; and that they the said Governor and Company of *Chelsea* Waterworks should and would, at their own Costs and Charges, give such Consents as should be necessary on their Part for obtaining an Act of Parliament to effect such Exchange as was therein-before mentioned: And whereas it is expedient that the Exchange mentioned in the said Agreement should be carried into effect, but the same cannot be accomplished 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:

Land specified in First Schedule to vest in the Governor and Company of Chelsea Waterworks, and Land specified in Second Schedule to vest in the Commissioners of Chelsea Hospital.

I. The said Land and Hereditaments specified in the said First Schedule to this Act shall forthwith absolutely vest in the said Governor and Company of *Chelsea* Waterworks, their Successors and Assigns, to the Intent and in the Manner in the said Agreement expressed; and the said Land and Hereditaments specified in the said Second Schedule to this Act shall forthwith absolutely vest in the said Lords and other Commissioners for the Government of the Royal Hospital at *Chelsea* and the Out-Pensioners thereunto belonging, their Successors and Assigns, to the Intent and in the Manner in the said Agreement expressed; and the Benefit of the said Bond of the *Grand Junction* Waterworks Company, and of all other Bonds or Covenants for the Indemnity of the said Commissioners of *Chelsea Hospital*, and of the said Land and Hereditaments comprised in the said First Schedule hereto, from the said Annuities and Fee-farm Rents, shall henceforth enure or continue for the Benefit and Indemnity of the same Commissioners, their Successors and Assigns, and of the said Land and Hereditaments specified in the said Second Schedule to this Act, in the same Manner in all respects as if the said Land and Hereditaments specified in the said Second Schedule to the said Act had been mentioned or referred to in the said Bonds and Covenants, in lieu of the said Land and Hereditaments comprised in the said First Schedule to this Act.

SCHEDULES to which the foregoing Act refers.

The FIRST SCHEDULE referred to by this Act.

All that Piece or Parcel of Ground in the Parish of Saint George Hanover Square in the County of Middlesex, containing One Rood Nine Poles and Twenty-four Yards, or thereabouts, bounded on the North-west by the Centre of the Ranelagh or Common Sewer, on the North-east by Lands now belonging to the said Governor and Company of Chelsea Waterworks, on the South-east by the Commercial Road, and on the South-west by the Line of a proposed new Street intended to lead from Lower Sloane Street to the new Chelsea Bridge, and which Piece of Land is also delineated in a Plan drawn in the Margin of the said Agreement, and is therein coloured Pink.

The SECOND SCHEDULE referred to by this Act.

All that Piece or Parcel of Ground in the Parishes of Saint Margaret Westminster and Saint George Hanover Square, or One of them, in the County of Middlesex, heretofore Marsh or Meadow Ground, and being Part of a Meadow heretofore called Hooker's Meadow, containing One Rood and Thirty Poles and Fourteen Yards, or thereabouts, and bounded on the North-west by the Centre of the said Ranelagh Sewer, on the South-east by the said Commercial Road, on the South-west by Land belonging to the Commissioners of Chelsea Hospital, and on the North-east by Land belonging to the said Commissioners, and which Piece of Land is also delineated in the said Plan drawn in the Margin of the said Agreement, and is therein coloured Yellow.

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