

hands of themselves and their successors in title that except with the consent of the College:—

(a) No part of the said lands shall be used otherwise than for the purposes mentioned in Clause 3 hereof;

(b) No increase shall be made in the height of any building or in the height of the walls of any building erected on the said lands. And if any such building shall be demolished no building shall be erected on the site thereof of a greater height than the building so demolished or having walls higher than the walls thereof. And no buildings shall be erected on any part of the said lands not at present built on of a greater height than the highest building now erected on the said lands or having walls higher than the walls of such highest building;

(c) No part of the said lands shall be disposed of otherwise than to the College except as provided by Clause 5 hereof and except by way of mortgage or charge for securing principal sums not exceeding at any one time the sum of £15,000 or for securing interest at a rate not exceeding 6 per cent. per annum on principal sums not exceeding £15,000;

(d) Nothing shall be done upon the said lands which shall be inconsistent with the provisions contained in Clause 5 of the recited Deed of the 1st day of August 1933 or in the recited Deed of the 8th day of November 1933.

(ii) A Trustee shall not be personally liable for any breach of the foregoing covenants committed after he shall have ceased to be a Trustee.

(iii) The College shall forthwith register the covenants contained in this Clause as a Land Charge in pursuance of the Land Charges Act 1925.

5. The Trustees shall forthwith apply for and do their best to obtain an Order vesting the said lands in the Official Trustee of Charity Lands and the Trustees for the time being of the Hall shall be the Managing Trustees of the said lands and unless and until such Order shall be obtained the said lands shall upon any appointment of a new Trustee be transferred to the Trustees for the time being of the Hall.

6. It is hereby agreed and declared that if at any time (a) the said lands or any part thereof shall be used otherwise than as aforesaid or there shall be any other breach of any of the covenants contained in Clause 4 (i) hereof or (b) the Hall shall cease to be an independent self-governing institution for the education of undergraduate members of the University of Oxford whose members are all of the male sex or (c) the average number of undergraduate members of the Hall during a period of three years shall be reduced below twenty no year being reckoned as one of the three years if during that year or the preceding year Great Britain has been engaged in War or Civil Strife or serious Epidemic has occurred in Great Britain and such reduction shall have been caused by the War Civil Strife or Epidemic or (d) without the consent of the College the College shall cease to have the right to appoint a representative Trustee of the Hall or the number of Trustees of the Hall shall exceed ten or (e) the Trustees for the time being of the

Hall shall fail or neglect to keep any building standing upon the said lands insured against loss or damage by fire to the full value thereof in an Insurance Office approved by the College in the joint names of the Trustees for the time being of the Hall and the College or to produce the Policy for such insurance or the receipt for any premium payable thereunder for fourteen days after notice requiring such insurance to be effected or kept up or such Policy or receipt to be produced shall have been given by the College to the Principal for the time being of the Hall or (f) the Trustees for the time being of the Hall shall fail or neglect to commence such work as may be necessary in order to put or keep any building standing upon the said lands in proper repair for the purposes mentioned in Clause 3 hereof within fourteen days after notice requiring the same shall have been given by the College to the Principal for the time being of the Hall and to complete such work with all due expedition or (g) any payment of rent due under the recited Deed of the 8th day of November 1933 shall be in arrear for one month after the same shall have become due or (h) any amendment shall purport to be made in the Statutes for the Hall which is inconsistent with the said Statute made for the College and the Hall or with these presents then and in any such case the said lands shall upon notice given to the Trustees for the time being of the Hall by the College revert to and become the property of the College subject to any Mortgages or Charges permitted by these presents but free from all trusts and conditions applicable to the said lands under this or any other deed or composition or under any statute or joint statute of the University or of the College or of the Hall with full power in the College to apply or dispose of the said lands for any purposes for which the College may lawfully apply or dispose of the general corporate property of the College or any part thereof and thereupon all such assurances acts and things shall be done as are necessary to perfect the title of the College to the said lands.

7. If at any time any dispute shall arise between the College and the Trustees for the time being of the Hall whether an event has happened justifying the service of a notice for reverter under the provision in that behalf herein contained such dispute shall be referred to the arbitration of some person to be nominated by the Visitor of the College and the Visitor of the Hall or failing agreement between such Visitors by the High Steward for the time being of the University of Oxford.

In witness whereof the College has caused its Common Seal to be hereunto affixed and the other parties hereto have hereunto set their hands and seals the day and year first before written.

(L.S.)

Crown Office,
House of Lords, S.W.1.
24th June, 1937.

The KING has been pleased, by Letters Patent under the Great Seal bearing date the 2nd day of June, 1937, to grant unto Sir George John Talbot, Knight, late one of the Justices of His Majesty's High Court of Justice, an annuity of £3,500 for life, commencing on the 1st day of June, 1937.