ANNO QUADRAGESIMO OCTAVO

GEORGII III. REGIS.

Cap. 142.

An Act for altering and enlarging the Powers of several Acts, passed in the Thirty-fifth, Forty-fourth, and Forty-fifth Years of the Reign of His present Majesty, for enabling the Lord Bishop of *London* to grant a Lease with Powers of Renewal of Lands in the Parish of *Paddington* in the County of *Middlesex*, for the Purpose of building upon. [25th *June* 1808.]

WHEREAS by an Act passed in the Thirty-fifth Year of the Reign of His present Majesty, intituled, *An Act for enabling the Lord Bishop of* London *to grant a Lease with Powers of Renewal of Lands in the Parish of* Paddington *in the County of* Middlesex, *for the Purpose of building upon*, it was (amongst other Things) enacted, That it should and might be lawful to and for *Beilby* then and now Lord Bishop of *London*, and his Successors for the Time being, and he and they were thereby required and directed by Indenture under the episcopal Seal of the said Lord Bishop and his Successors, to demise, lease, and to farm let unto *Thomas Wood* (since deceased) Sir *John Frederick* Baronet, and *Arthur Stanhope*, their Executors, Administrators, and Assigns, or the Trustees or Trustee for the Time being, to be thereafter named and appointed under the Powers in certain Indentures of Settlement bearing Date the Fifth Day of *July* One thousand seven hundred and eighty-two, and Fourth Day of *March* One thousand seven hundred and eighty-three (in the same Act recited,) reserved, and contained, their or his Executors, Administrators, or Assigns, all that the Scite and capital Mes- 35 G. 3d

ſuage of the Manor of *Paddington* in the ſaid County of *Middleſex*, and all Houſes, Edifices, Barns, Stables, Orchards, Gardens, and Curtilages to the ſaid Scite and capital Meſſuage adjoining and belonging, and alſo all Lands, Meadows, Paſtures, Feedings, Commons, and Hereditaments commonly called *The Demeſne Lands of the Manor of Paddington*, and other the Lands, Hereditaments, and Premiſes, in the ſaid Act mentioned; to hold for the Term of Ninety-nine Years, and to commence from the Day next before the Day of the Date of ſuch Leaſe, upon ſuch Terms and ſubject to ſuch Reſtrictions and Conditions and alſo with ſuch Powers of Renewal as in the ſaid Act are mentioned; and it is in and by the ſaid Act (among other Things) provided that there ſhould be reſerved in ſuch Leaſe and renewed Leaſes a chief Rent chargeable on the ſaid Lands, Meſſuages, or Tenements and Hereditaments thereby to be demiſed for the Benefit of the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, of Forty-three Pounds Six Shillings and Eightpence, and alſo One Third Part of the Rents, Iſſues, Ground Rents, and other Profits reſerved and to be reſerved due and payable or ariſing out of or from or which the ſame Meſſuages or Tenements, Lands, Tythes, Hereditaments, and Premiſes, and every Part thereof ſhould be let for immediately before the paſſing of the ſaid Act, and which the ſame ſhould from Time to Time be let for under the Leaſes to be granted as thereinafter mentioned or otherwiſe, after deducting in the Firſt Place the ſaid Rent of Forty-three Pounds Six Shillings and Eight-pence, a Penſion to the Curate of *Paddington* of One hundred and twenty Pounds a Year, Fifteen Pounds a Year to the Churchwardens of the Pariſh of *Paddington*, the Land Tax and ſuch other Taxes as ſhould or might be thereafter impoſed on the Leſſor or Landlord in reſpect of the ſaid Premiſes; and which ſaid Annual Sums of One hundred and twenty Pounds and Fifteen Pounds are charged upon certain Parts of the Premiſes ſo to be demiſed; and it is in and by the ſaid Act (among other Things) further provided that there be a Convenant inſerted in ſuch Leaſe and Leaſes ſo to be granted and renewed as aforeſaid, that they the ſaid *Thomas Wood*, Sir *John Frederick* and *Arthur Stanhope*, their Executors, Adminiſtrators, and Aſſigns, or any ſucceeding Truſtee or Truſtees to be appointed as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, ſhould not leaſe or demiſe any Part of the ſaid Hereditaments and Premiſes to be compriſed in the Leaſes ſo to be granted to them as aforeſaid (except as in the ſaid Act mentioned); and that there ſhould alſo be inſerted in the Leaſes ſo to be granted by the ſaid Lord Biſhop and his Succeſſors a Proviſo or Power authorizing the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, their Executors, Adminiſtrators, or Aſſigns, or any ſucceeding Truſtee or Truſtees to be appointed as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, to demiſe, leaſe, or grant any Part of the ſaid Meſſuages, Lands, Hereditaments, and Premiſes, compriſed in the Leaſe or Leaſes ſo to be granted by the Biſhop of *London* and his Succeſſors as aforeſaid, not exceeding Two hundred Acres thereof, without Application to Parliament for further Powers, unto any Perſon or Perſons who ſhould be willing to build upon, rebuild, or ſubſtantially repair the ſame in the Manner by the Leaſe or reſpective Leaſes to be granted thereof, to be ſpecified for any Term or Number of Years abſolute, not exceeding Ninety-eight Years; and ſo as there be reſerved in and by ſuch Leaſes, Demiſes, or Grants reſpectively the beſt and moſt improved yearly Rent that could be reaſonably had or gotten for the ſame;

and

and ſo as that (amongſt other Reſtrictions, Proviſoes, and Conditions, in the ſaid Act mentioned) ſuch Underlettings of the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſes, ſhould from Time to Time be let by public Auction to the beſt Bidder, and who ſhould be approved of by the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being; and ſuch Leſſee or Leſſees of the See of *London* as aforeſaid, as an eligible Perſon to take the ſame, and that Notice in Writing of the Time and Place of every ſuch Lettings ſhould be given Ten Days previous thereto to the ſaid Lord Biſhop of *London*, or his Succeſſors for the Time being, or his Steward for the Time being, by the ſaid Leſſees for the Time being, in the Leaſes to be granted by the ſaid Biſhop and his Succeſſors as aforeſaid, ſtating the Quantity of Land, Hereditaments, and Premiſes, then intended to be let, and the Number of Lots, and ſo that as to all Pieces or Parcels or Land which ſhould be ſo let for building Houſes, whoſe Breadth in Front ſhould be Twenty-eight Feet and upwards, no more than one ſuch Piece or Parcel of Land ſhould be compriſed in one Lot on every ſuch Letting, and ſo that as to all Pieces or Parcels of Land for building Houſes of ſmaller Dimenſions, no more that One hundred Feet in Breadth in Front ſhould be compriſed in One Lot on every ſuch Letting, and ſo as that ſuch Under Leſſees reſpectively ſhould be bound to build thereupon within ſuch Period of Time after the Date of their reſpective Leaſes as ſhould be in ſuch reſpective Leaſes aſcertained, and agreeable to ſuch Plan as ſhould be approved by the ſaid Lord Biſhop of *London* and his Succeſſors and the ſaid Leſſees for the Time being, and ſo as the Ground Rents thereby to be reſerved be in due Time amply ſecured, otherwiſe ſuch Under Leaſe or Leaſes were declared to be void, and ſo that One-third Part of the Rent to be reſerved upon ſuch Under Leaſes reſpectively ſhould be reſerved and made payable to the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, ſubject as therein-before mentioned, and the remaining Two third Parts thereof ſubject as therein-before mentioned to the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, their Executors, Adminiſtrators, and Aſſigns, and to the Truſtees and Truſtee for the Time being, to be appointed as therein-before mentioned, their or his Executors, Adminiſtrators, or Aſſigns; and it is in and by the ſaid Act provided and declared that nothing therein contained ſhall preclude any one Perſon from taking any Number of ſuch Under Leaſes if ſo approved of as aforeſaid, ſo as that no more Land be contained in any one of ſuch Under Leaſes than is therein-before mentioned in that Behalf, and ſo as that no one Perſon ſhould hold together more than Fifteen Acres of the ſaid Land: And whereas by another Act paſſed in the Forty-fourth Year of the Reign of His ſaid preſent Majeſty, intituled, *An Act for altering and amending the ſaid recited Act, and for granting further Powers the better to carry into Execution the Purpoſes of the ſame Act*, after reciting the ſaid recited Act in part to the effect herein-before recited, and alſo reciting that *Robert Thiſtlethwayte* the eldeſt Son of *Robert Thiſtlethwayte* Eſquire and *Selina* his Wife, named in the ſaid recited Act, died an Infant under the Age of Twenty-one Years, and *Alexander Thiſtlethwayte* the Second Son of the ſaid *Robert Thiſtlethwayte* and *Selina* his Wife attained his Age of Twenty-one Years, but afterwards, to wit on the Twenty-fourth Day of *February* One thouſand eight hundred and one, departed this Life inteſtate and without Iſſue, but leaving *Eliza Mary Thiſtlethwayte* his Wife then his Widow, and the ſaid *Robert Thiſtlethwayte* his Father his next of Kin

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him surviving, and that the said *Robert Thistlethwayte* the Father died in the Month of *October* One thousand eight hundred and two, having made his Will dated the Thirty-first Day of *May* One thousand seven hundred and ninety-nine, and thereby appointed his Brother-in-Law the Right Honourable *Phillip* Earl of *Chesterfield*, his Brother the Reverend *Alexander Thistlethwayte*, his Brother-in-Law the said *Arthur Stanhope*, and *William Strong* Esquire, Executors thereof, who had all since duly proved the said Will in the Prerogative Court of the Archbishop of *Canterbury*; and also reciting that the restraining the Letting of the said Estate to public Auction only in Manner required by the said Act had been found to be very prejudical to the Interests of the Parties interested in the said Estate and a great Check to the future Improvement thereof, and it would tend greatly to the Advantage of the See of *London* and the other Parties interested in the said Estate if Powers were given to the Lessees for the Time being in the Leases granted and to be granted by the said Lord Bishop or his Successors as aforesaid, to treat and contract for the Letting thereof by private Contract, and other Powers were given for the better carrying into Execution the Purposes of the aforesaid Act, it was, upon the Prayer of the said *Beilby* Lord Bishop of *London*, the said Sir *John Frederick* and *Arthur Stanhope*, Sir *John Morshead* Baronet and Dame *Elizabeth* his Wife, and *Frederick*, *Treise Morshead*, *Selina Thistlethwayte*, *Eliza Mary Thistlethwayte*, the said Earl of *Chesterfield*, the Reverend *Alexander Thistlethwayte*, *Arthur Stanhope*, and *William Strong*, enacted that so much of the said first mentioned Act as is herein-before recited (that is to say) 'that such Underlettings of the said 'Messuages, Lands, Tenements, Hereditaments, and Premises, should 'from Time to Time be by public Auction to the best Bidder, and who 'should be approved of by the said Lord Bishop of *London* and his Successors for the Time being, and such Lessee or Lessees of the See of '*London* as aforesaid, as an eligible Person to take the same, and that 'Notice in Writing of the Time and Place of every such Letting be given 'Ten Days previous thereto, to the said Lord Bishop of *London* or his 'Successors for the Time being, or his Steward for the Time being, 'by the said Lessees for the Time being, in the Leases to be granted by 'the said Lord Bishop and his Successors as aforesaid, stating the Quantity of Land, Hereditaments, and Premises then intended to be let, and the 'Number of Lots, and so that as to all Pieces or Parcels of Land which 'should be so let for building Houses whose Breadth in Front should 'be Twenty-eight Feet and upwards, no more than one such Piece or 'Parcel of Land should be comprised in one Lot on every such Letting, 'and so that as to all Pieces or Parcels of Land for building Houses 'of smaller Dimensions, no more than One hundred Feet in Breadth in 'Front should be comprised in One Lot on every such Letting, and so as 'that no more Land be contained in any one of such Under Leases than 'is therein-before mentioned in that Behalf,' be repealed, and the same was thereby repealed accordingly; and it was thereby enacted, that in lieu of so much of the said recited Act respecting the Letting by Auction as was thereby repealed as aforesaid, it might and should be lawful to and for the Lessees or Lessee for the Time being, in the Lease and Leases granted and to be granted by the said Lord Bishop and his Successors as aforesaid and the Executors, Administrators, or Assigns, of such Lessees or Lessee, and he and they were thereby authorized and empowered, but with the previous Consent and Approbation of the said *Beilby* Lord Bishop of *London* and his Successors for the Time being, to be signified by

by any Writing under his Hand, to treat by private Contract or otherwise as such Leſſees or Leſſee, his or their Executors, Adminiſtrators, or Aſſigns, ſhould think moſt proper and beneficial for the Intereſt of the ſaid See and Leſſees or Leſſee, with any Perſon or Perſons willing to build upon, rebuild or ſubſtantially repair for a Leaſe or Leaſes of and accordingly to demiſe, leaſe, or grant all or any Part of the Two hundred Acres of Land in the ſaid therein recited Act mentioned to be let for building upon in the Manner by the Leaſe or reſpective Under Leaſes to be granted thereof to be ſpecified, for any Term or Number of Years abſolute not exceeding Ninety-eight Years; provided that the ſaid Lord Biſhop of *London* for the Time being be a Party to all ſuch Under Leaſes; and provided that the ſeveral Powers, Reſervations, and Proviſions in the ſaid Act reſerved and contained be fully provided for in ſuch Under Leaſes ſo to be granted as aforeſaid, ſave only as by the ſaid now reciting Act the ſame were repealed, and in and by the ſaid Act now in recital ſeveral Powers and Authorities were given and granted to the Leſſees or Leſſee for the Time being in the Leaſe and Leaſes granted and to be granted by the ſaid Truſtees as aforeſaid, their Executors, Adminiſtrators, or Aſſigns, to be exerciſed with the Conſent and Approbation in Writing under the Hand of the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors; and it was by the ſame Act enacted that the ſaid *Frederick Treiſe Morſhead* and *Henry Frederick Thiſtlethwayte* Eſquire, one of the Sons of the ſaid late *Robert Thiſtlethwayte* by the ſaid *Selina Thiſtlethwayte*, ſhould be and they were thereby appointed Truſtees in the Room and Place of the ſaid *Thomas Wood* deceaſed, of all and ſingular the ſaid Truſt Eſtates and Premiſes; and that they the ſaid *Frederick Treiſe Morſhead* and *Henry Frederick Thistlethwayte* were thereby veſted with all ſuch Powers and Authorities jointly with the ſaid Sir *John Frederick* and *Arthur Stanhope* as if they had been named originally Truſtees in the ſaid therein recited Act: And whereas by an Act paſſed in the Forty-fifth Year of the Reign of His preſent Majeſty, intituled, *An Act for granting further Powers, the better to carry into Execution the ſaid recited Act of the Thirty-fifth Year of the Reign of His preſent Majeſty*, after reciting the ſaid recited Acts in Part to the Effect herein-before recited, and alſo reciting that conſiderable Progreſs had been made for carrying into Execution the ſaid Acts, but Doubts had ariſen whether the Truſtees of the original Leaſe for the Time being, though with the Conſent of the ſaid Lord Biſhop or his Succeſſors, had a Power under the ſaid Acts or either of them to enter into Contracts for granting Building Leaſes at a Rent to be ſpecified in the Contract payable for the whole Ground agreed to be demiſed, and afterwards as the Houſes or Buildings ſhould be completed or covered in to grant ſeparate Leaſes of ſuch Houſes or Buildings at ſeparate Rents amounting in the Whole to the Rent originally contracted for, which Mode of contracting was by Experience found to be a neceſſary Preliminary to the granting of any ſuch Leaſe, and it had been found impracticable on account of ſuch Doubt to effect the beneficial Purpoſes of the ſaid firſt mentioned Act; it was upon the Prayer of the ſaid *Beilby* Lord Biſhop of *London* and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thistlethwayte*, Truſtees as aforeſaid, the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, the ſaid *Frederick Treiſe Morſhead* in his own Right, the ſaid *Selina Thiſtlethwayte*, *Eliza Mary Thiſtlethwatye*, the ſaid Earl of *Cheſterfield*, the Reverend *Alexander Thistlethwayte*, 45 G. 3.

Arthur Stanhope, and *William Strong*, enacted, that from and after passing the said Act now in recital, it should and might be lawful to and for the Lessees or Lessee for the Time being in the Lease and Leases granted and to be granted by the said Lord Bishop of *London* and his Successors as aforesaid, and the Executors, Administrators, and Assigns of such Lessees or Lessee, and they and he were thereby authorized and empowered, but with the Consent and Approbation of the said Lord Bishop and his Successors for the Time being, to be signified by any Writing under his or their Hand or Hands, from Time to Time to contract and agree to demise, lease, or grant any Part or Parts of the aforesaid Messuages, Lands, Hereditaments, and Premises, not exceeding Two hundred Acres, authorized by the said first recited Act to be let for building upon or rebuilding, with the Appurtenances, to any Person or Persons whomsoever, for any Term not exceeding Ninety-eight Years from the Date of such Contract or Agreement, to take effect in Possession and not in Remainder or by way of future Interest, and at and under the best Yearly Rent or Rents that could be reasonably had or gotten at the Time of such Contract or Agreement, for the Land or Premises to be therein comprised, without taking any Sum of Money or other Thing by way of Fine, Premium, or Foregift for or in respect of the same; and afterwards from Time to Time when and as the Land so agreed to be let or any Part or Parts thereof should be built upon in the Manner stipulated in any such Contract or Agreement, and the Building should be covered in or proceeded in to the Extent mentioned in such Contract or Agreement, with the Privity, Consent, and Approbation of the said Lord Bishop of *London* or his Successors for the Time being, by One or more Indenture or Indentures, to demise and lease the Land so agreed to be let on such Part or Parts thereof as should be so built upon, together with the House or Houses and other Buildings thereupon erected and built, unto the Person or Persons contracting to take the same as aforesaid, or unto such other Person or Persons as they should nominate and appoint in that Behalf for and during the Remainder of the Term to be specified in such Contract or Agreement, and in such Parts and Parcels and under and subject to such Parts and Proportions of the Yearly Rent or Rents to be specified in such Contract or Agreement as should be thought proper and convenient, but so that the Yearly Rent to be reserved upon any such Lease, if it be greater than an equal Proportion of the original Rent agreed to be reserved for the Whole of the Land or Ground comprised in the Contract or Agreement, did not exceed One-seventh Part of the clear Yearly Rack Rent or Value of the Land and Buildings to be by such Lease demised, and so that the Yearly Rent to be reserved by any Lease to be granted in pursuance of the said Act now in recital be not in any Case less than Forty Shillings, and provided also that the Lord Bishop of *London* for the Time being be a Party to all such Leases: And whereas by Indenture of Assignment bearing Date on or about the Twenty-fourth Day of *July* One thousand eight hundred and seven, and made between the said *Eilza Mary Thistlethwayte* of the one Part, and *Thomas Thistlethwayte* Esquire of the other Part, after reciting (among other Things) that the said *Eliza Mary Thistlethwayte* had obtained Letters of Administration to the Estate and Effects of the said *Alexander Thistlethwayte* her late Husband deceased, and was become entitled to One-half of One-third of his Estate and Effects as her distributive Share thereof, it was witnessed that for the Consideration therein expressed she the said *Elina Mary Thistlethwayte* did assign unto the said *Thomas Thistelthwayte*

Indenture, 24 July 1807.

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all that Moiety or equal Half Part of One-third Part, being One ſixth Part or Share to which ſhe the ſaid *Eliza Mary Thiſtlethwayte* was entitled in her own Right as the Widow and Adminiſtratrix of the ſaid *Alexander Thiſtlethwayte* her late Huſband deceaſed, of, in, or to all that the ſaid Scite of the Manor of *Paddington* and other the Meſſuages, Lands, Tenements, and Hereditaments more particularly deſcribed and compriſed in the ſaid firſt recited Act, ſubject to the Life Eſtate of the ſaid *Selina Thiſtlethwayte*, to hold the ſame after the Deceaſe of the ſaid *Selina Thiſtlethwayte*, unto the ſaid *Thomas Thiſtlethwayte*, his Executors, Adminiſtrators, and Aſſigns, to and for his and their own Uſe and Benefit abſolutely: And whereas ſeveral of the Clauſes and Proviſions contained in the ſaid recited Acts and in Part herein-before recited are the Cauſe of great Inconvenience and Embarraſſments to the ſeveral Leſſors and Leſſees of the ſaid Eſtates; and it would be highly to the Advantage to all Perſons intereſted therein if the ſame were altered, varied, and repealed, and other Powers were given for the better carrying into Execution the Purpoſes of the ſaid Acts; but inaſmuch as the ſeveral Purpoſes aforeſaid cannot be effected without the Aid and Authority of Parliament; therefore Your Majeſty's moſt dutiful and loyal Subjects the ſaid *Beilby* Lord Biſhop of *London* on Behalf of himſelf and his Succeſſors, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, Truſtees as aforeſaid, the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, the ſaid *Frederick Treiſe Morſhead* in his own Right, the ſaid *Selina Thiſtlethwayte*, the ſaid Earl of *Cheſterfield*, the Reverend *Alexander Thi tlethwayte*, *Arthur Stanhope*, and *William Strong*, and the ſaid *Thomas Thiſtlethwayte*, do moſt humbly beſeech Your Majeſty, that it may be enacted; and be it enacted by the King'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, That ſo much of the ſaid firſt recited Act as is herein-after recited (that is to ſay) 'That there ſhall alſo be inſerted 'in the Leaſes ſo to be granted by the ſaid Lord Biſhop and his Succeſſors 'a Proviſo or Power authorizing the ſaid *Thomas Wood*, Sir *John Frederick*, 'and *Arthur Stanhope* their Executors, Adminiſtrators and Aſſigns, or 'any ſucceeding Truſtee or Truſtees to be appointed as aforeſaid, their 'or his Executors, Adminiſtrators, or Aſſigns, to demiſe, leaſe, or grant 'any Part of the ſaid Meſſuages, Lands, Hereditaments, and Premiſes 'compriſed in the Leaſe and Leaſes ſo to be granted by the Biſhop of '*London* and his Succeſſors as aforeſaid, not exceeding Two hundred 'Acres thereof, without Application to Parliament for further Powers, 'unto any Perſon or Perſons who ſhall be willing to build upon, rebuild, 'or ſubſtantially repair the ſame in the Manner by the Leaſe or reſpective Leaſes to be granted thereof, to be ſpecified for any Term or 'Number of Years abſolute not exceeding Ninety-eight Years (provided 'that the ſaid Lord Biſhop for the Time being be a party to all ſuch 'Under Leaſes) to take Effect in Poſſeſſion and not in Reverſion or by 'way of future Intereſt, with Liberty for the Leſſee or Leſſees to take 'down all or any Part or Parts of the Buildings ſtanding upon the Premiſes in any ſuch Leaſe or Leaſes to be reſpectively compriſed, and to 'convert and diſpoſe of the Materials thereof to ſuch Uſes and Purpoſes 'as ſhall be therein mentioned and agreed upon, and alſo to lay out and 'appropriate any Part of the Premiſes to be compriſed in ſuch Leaſe or 'Leaſes, as or for a Garden or Gardens to the Meſſuage or Meſſuages 'which may be built upon the Premiſes, or as or for a Way or Ways,

Certain Parts of 35 G. 3. repealed.

'Paſſage or Paſſages for the Uſe and Convenience of the Leſſee or Leſſees
'or other Tenants or Occupiers of the Premiſes, or as public Street,
'Squares, Paths, and Paſſages, ſo as there be reſerved in and by ſuch Leaſes,
'Demiſes, or Grants reſpectively the beſt and moſt improved yearly
'Rent that can be reaſonably had or gotten for the ſame, to be made
'payable quarterly free from all Deductions whatſoever without any Fine,
'Premium, or Foregift, or any Thing in the Nature of a Fine being taken
'for the making thereof, and ſo as there be contained in ſuch Demiſes or
'Leaſes reſpectively Covenants from the reſpective Leſſees to build and
'keep in Repair the Meſſuages, Erections, and Buildings which may be
'agreed to be erected and built on the Premiſes, and alſo ſubſtantially
'to rebuild and repair the Meſſuages and Buildings built and agreed or
'intended to be rebuilt or repaired only, and to keep the Buildings in
'ſuch Leaſes reſpectively inſured from Damage by Fire to the Amount
'of Four-fifths of the Value thereof in ſome of the public Offices for
'inſuring againſt Damage by Fire, and to ſurrender and leave in Repair
'the Meſſuages, Erections, and Buildings to be erected and built or
'rebuilt and repaired upon the Premiſes thereby reſpectively to be leaſed
'at the End of the Term or Terms in ſuch Leaſes granted, and ſo as
'there be contained in ſuch Demiſes or Leaſes reſpectively all ſuch other
'uſual and proper Covenants, Proviſoes, and Conditions, on the Parts
'of the reſpective Leſſees as are uſually contained in Building Leaſes
'near the City of *London* or in the County of *Middleſex*, and ſo as there
'be alſo contained in ſuch Demiſes or Leaſes reſpectively Conditions of
'Re-entry for Non-payment of the Rent to be thereby reſerved or
'Non-performance of the Covenants, Proviſoes, or Conditions on the
'Part of the reſpective Leſſees, and ſo as the reſpective Leſſees, do
'ſeverally execute Counterparts of their reſpective Leaſes, and ſo that
'ſuch Under-Leſſees reſpectively ſhall be bound to build thereupon
'within ſuch a Period of Time after the Date of their reſpective Leaſes
'as ſhall be in ſuch reſpective Leaſes aſcertained, and agreeable to ſuch
'a Plan as ſhall be approved by the ſaid Lord Biſhop of *London* and
'his Succeſſors and the ſaid Leſſees for the Time being, and ſo as
'the Ground Rents thereby to be reſerved be in due Time amply ſecured,
'otherwiſe ſuch Under Leaſe or Leaſes ſhall be void, and ſo as ſuch
'Leaſes be reſpectively approved by the Lord Biſhop of *London* and his
'Succeſſors for the Time being, or his or their Agents, before the Ex-
'ecution thereof, and ſo that One-third Part of the Rent to be reſerved
'upon ſuch Under Leaſes reſpectively ſhall be reſerved and made payable
'in Manner aforeſaid to the ſaid Lord Biſhop of *London* and his Succeſſors
'for the Timebeing, ſubject as aforeſaid, and the remaining Two-third Parts
'thereof ſubject as aforeſaid to the ſaid *Thomas Wood*, Sir *John Frederick*
'and *Arthur Stanhope*, their Executors, Adminiſtrators, and Aſſigns,
'and to the Truſtees and Truſtee for the Time being, to be appointed
'as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, and
'ſo that no more Land ſhall be demiſed for making new Buildings
'thereon than what ſuch Under-Leſſees reſpectively ſhall covenant to
'cover with ſubſtantial Buildings, except ſo much only as ſhall be
'neceſſary for convenient Yards, Areas, and Gardens thereto, and
'alſo except ſuch Part and Parts thereof as ſhall be allotted and ſet
'out, with the Approbation and Conſent of the ſaid Lord Biſhop and
'his Succeſſors for the Time being as aforeſaid, for Roads, Paths,
'and Streets or Squares, and ſo that in ſuch Under Leaſes ſo to be

'made

'made and granted respectively in pursuance of the said Act now in 'recital shall be contained all such necessary Covenants and Clauses as 'are usual in Building or Repairing Leases respectively near the City of '*London* or in the County of *Middlesex*, and for digging for Brick, 'Tile, Clay, Sand, Loam, or Gravel to be used upon the same Premises, 'and for the Improvement thereof but not otherwise: Provided also, 'that there shall be at least three Counterparts of such Under Leases respectively, and that one of such Counterparts shall be delivered to the 'said Lord Bishop and his Successors for the Time being, or to some 'Person or Persons to be appointed by the said Lord Bishop and his 'Successors for the Time being, to receive the same, and that the Sum 'of Six Shillings and Eight-pence shall be paid by the said Under-lessees 'respectively to such Person or Persons with every Counterpart of 'such Lease so delivered, as a Fee for his registering the same in the 'Name of the said Lord Bishop and his Successors for the Time being, 'or as he or they shall direct or appoint, and that two other of such 'Counterparts shall be delivered to the said *Thomas Wood*, Sir *John* '*Frederick*, and *Arthur Stanhope*, their Executors, Administrators, or 'Assigns, or the Trustees or Trustee for the Time being, to be appointed 'as aforesaid, their or his Executors, Administrators, or Assigns, ' be repealed, and the same is hereby repealed accordingly: Subject nevertheless and without Prejudice to any Leases already granted under or by virtue of and pursuant to the Powers in the said recited Acts of Parliament or any of them, and also subject and without Prejudice to any Lease or Leases to be thereafter granted in pursuance of the same Acts or any of them, and in Performance of any Contract or Contracts for a Lease or Leases which have or hath been entered into for granting any Lease or Leases under or by virtue of and pursuant to the Powers of the same Acts or any of them; but nothing contained in this Provision shall extend to any Leases which shall be granted with the Assent of the Lessee or Lessees pursuant to the Powers herein-after contained.

Leases.

II. And be it further enacted, That in lieu of so much of the said first recited Act respecting the granting of Leases as is hereby repealed as aforesaid, that from and after passing this Act it shall and may be lawful to and for the Lessees or Lessee for the Time being, in the Lease and Leases granted and to be granted by the said Lord Bishop of *London* and his Successors as aforesaid, and the Executors, Administrators, and Assigns of such Lessee or Lessees, and they and he are and is hereby authorized and empowered to demise, lease, or grant any Part of the said Messuages, Lands, Hereditaments, and Premises, comprised in such Lease and Leases, not exceeding Two hundred Acres, without Application to Parliament for further Powers, unto any Person or Persons who shall have built upon, rebuilt, or substantially repaired, or who shall have contracted or be willing to build upon, rebuild, or to substantially repair the same, or to such Person or Persons as he or they shall nominate or appoint, for any Term or Number of Years not exceeding Ninety-eight Years from the Date or Commencement of any such Under Lease (provided that the said Lord Bishop for the Time being be a Party to all such Under Leases) to take effect in Possession and not in Reversion or by way of future Interest, with Liberty for the Lessee or Lessees, his, her, or their Executors, Administrators, or Assigns, to take down all or any Part or Parts of the Buildings standing upon the Premises in

any ſuch Under Leaſe or Under Leaſes to be reſpectively compriſed, and to convert and diſpoſe of the Materials thereof to ſuch Uſes and Purpoſes as ſhall be therein mentioned and agreed upon, and alſo to lay out and appropriate any Part of the Premiſes to be compriſed in ſuch Under Leaſe or Under Leaſes as or for a Yard or Yards, Garden or Gardens, to the Meſſuage or Meſſuages which may be built upon the Premiſes, or as or for a Way or Ways, Paſſage or Paſſages, for the Uſe and Convenience of the Leſſee or Leſſees, or other Tenants or Occupiers of the Premiſes, or as public Streets, Squares, Paths, and Paſſages, ſo as there be contained in ſuch Demiſes or Under Leaſes reſpectively Covenants from the reſpective Leſſees to keep in Repair, or as the Caſe may require, to complete and keep in Repair the Meſſuages, Erections, and Buildings which may be erected or which may be agreed to be erected and built on the Premiſes, or ſubſtantially to rebuild and repair the Meſſuages and Buildings intended to be rebuilt or repaired only, and to keep the Buildings in ſuch Under Leaſes reſpectively inſured from Damage by Fire to the Amount of Four-fifths of the Value thereof, in ſome of the public Offices for inſuring againſt Damage by Fire, and to ſurrender and leave in Repair the ſame at the End of the Term or Terms by ſuch Under Leaſes to be granted, and ſo as there be contained in ſuch Demiſes or Under Leaſes reſpectively Conditions of Re-entry for Non-payment of the Rent to be thereby reſerved, or Non-performance of the Covenants, Proviſoes, or Conditions to be therein contained on the Part of the reſpective Leſſees, their Executors, Adminiſtrators and Aſſigns, and ſo as each ſuch Under Leaſe be reſpectively approved by the ſaid Lord Biſhop of *London* for the Time being, teſtified by his executing the ſame, and ſo as the reſpective Leſſees do ſeverally execute Counterparts of their reſpective Under Leaſes, and ſo that One-third Part of the Rent to be reſerved upon ſuch Under Leaſes reſpectively ſhall be reſerved and made payable to the ſaid Lord Biſhop and his Succeſſors for the Time being, and the remaining Two-third Parts thereof to the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, their Executors, Adminiſtrators, and Aſſigns, and to the Truſtees and Truſtee for the Time being to be appointed in the Place or Stead of them or any of them, their or his Executors, Adminiſtrators, or Aſſigns, and that a Counterpart of every ſuch Under Leaſe ſhall be delivered to the ſaid Lord Biſhop for the Time being, or to ſome Perſon or Perſons to be appointed by the ſaid Lord Biſhop for the Time being to receive the ſame, and that the Sum of Six Shillings and Eight-pence ſhall be paid by the ſaid Under-Leſſees reſpectively to ſuch Perſon or Perſons with every Counterpart of ſuch Under Leaſe ſo delivered as a Fee for his regiſtering the ſame; and that the Certificate in Writing under the Hand or Hands of the Lord Biſhop for the Time being or of the Perſon or Perſons ſo appointed by him, that he or they hath or have received ſuch Counterpart, ſhall be concluſive Evidence of the Delivery of ſuch Counterpart.

Chief Rent. III. And whereas the aforeſaid Chief Rent of Forty-three Pounds Six Shillings and Eight-pence, directed to be reſerved to the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being by the ſaid Firſt recited Act, in the Leaſe and renewed Leaſes granted and to be granted by him or them purſuant to the ſaid Act, is a Charge on the whole of

the Hereditaments and Premiſes which the ſaid Lord Biſhop and his Succeſſors are empowered by the ſame Act to demiſe, and is the Occaſion of much Embarraſſment and Inconvenience in the granting of ſuch Under Leaſes as aforeſaid; be it therefore enacted, That all the Lands, Tenements, and Hereditaments compriſed in the ſeveral Under Leaſes granted or to be granted in purſuance and exerciſe of the Powers expreſſed and contained in the ſaid recited Acts or in this Act, or any of them, ſhall from henceforth, during the Continuance of all ſuch Under Leaſes be exonerated and indemnified of and from the Payment of the ſaid Chief Rent or yearly Sum of Forty-three Pounds Six Shillings and Eight-pence reſerved and to be reſerved in ſuch Leaſe and renewed Leaſes and every Part thereof, and the ſame are hereby exonerated and indemnified accordingly.

Repealing other Parts of former Act;

IV. And whereas no Demiſe or Leaſe under the Proviſions contained in the firſt recited Act can be made without the Conſent in Writing of the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, *Robert Thiſtlethwaye* and *Selina* his Wife, under their reſpective Hands executed in the Preſence of and atteſted by Two or more credible Witneſſes; which has been found to be attended with great Inconvenience and Expence; be it therefore enacted, That ſo much of the ſaid firſt recited Act as is herein-after recited (that is to ſay) 'That notwithſtanding any Thing 'in the ſaid firſt recited Act contained, it ſhall not be lawful for the 'ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, or the 'Survivors or Survivor of them, his Executors or Adminiſtrators, or for 'the ſucceeding Truſtees or Truſtee for the Time being to be appointed 'as aforeſaid, to make any Demiſe or Leaſe under the Authority of the 'ſaid Act during the reſpective Lives of the ſaid Sir *John Morſhead* and 'Dame *Elizabeth* his Wife, *Robert Thiſtlethwayte* and *Selina* his Wife, 'without their reſpective Conſents teſtified in Writing under their 'reſpective Hands, executed in the Preſence of and atteſted by Two or 'more credible Witneſſes,' be repealed, and the ſame is hereby repealed accordingly.

Bricks, Tiles, &c.

V. And whereas it was in and by the ſaid recited Act of the Forty-fourth Year of the Reign of His preſent Majeſty among other Things enacted, that it might and ſhould be lawful to and for the Leſſees or Leſſee for the Time being in the Leaſe and Leaſes granted and to be granted by the ſaid Truſtees as aforeſaid, their Executors, Adminiſtrators, or Aſſigns, with the Conſent and Approbation in Writing under the Hand of the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors for the Time being, to contract with any Perſon or Perſons whomſoever willing and deſirous to make Bricks or Tiles from the Brick Earth, Clay, Loam, Marl, Sand or other Soil of the ſaid Eſtate, and with any Commiſſioner or Commiſſioners, Truſtee or Truſtees, Surveyor or Surveyors of the *Acton*, *Harrow*, and *Edgware* Roads Truſts, or of any other public Roads, their Agents or Managers, willing to treat for Gravel, Sand, Ballaſt, or other Materials, Part of the Soil of the ſaid Eſtate, for the Sale of all or any ſuch Materials at the beſt Price that could be reaſonably had or gotten for the ſame, for the Purpoſe of making Main Drains, making and gravelling Streets, Square, Lanes, and for paving Streets and erecting Bridge Way for the general Improvement of the ſaid Eſtate, ſo as that all ſuch Sum or Sums of Money to be from Time to

Time

Time received for any ſuch Brick or Tile Earth, Clay, Gravel, Loam, Marl, Sand, Ballaſt, and other Materials, be by them the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, and the Leſſees or Leſſee for the Time being in the Leaſe and Leaſes granted and to be granted by the ſaid Lord Biſhop and his Succeſſors as aforeſaid, and the Executors, Adminiſtrators, or Aſſigns of ſuch Leſſees or Leſſee, after retaining thereout any Sum not exceeding Five hundred Pounds to anſwer the immediate and neceſſary Purpoſes of the Act, paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there 'exparte the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors 'for the Time being and his Leſſees,' purſuant to the Method preſcribed by the Act of the Twelfth Year of the Reign of His late Majeſty King *George* the Firſt, Chapter Thirty-ſecond, and the General Orders of the ſaid Court, and without Fee or Reward; according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-fourth; and it was further enacted, that out of the Monies to ariſe by the Sale of the ſaid Premiſes as aforeſaid, all the Coſts, Charges, and Expences incident to and attending the applying for and obtaining and paſſing the ſaid Act now in Recital, ſhould in the firſt Place be paid and ſatisfied, and the Reſidue and Surplus of the Monies to ariſe by ſuch Sale and Sales of the Premiſes as aforeſaid ſhould, under the Order of His Majeſty's Court of Chancery, be paid to the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors for the Time being, and the ſame Leſſees or Leſſee for the Time being, to be by them applied in paying and diſcharging the Expences attending the making the ſaid Main Drains, and executing the other Purpoſes therein-before mentioned, and in paying and diſcharging all other reaſonable Coſts, Charges, and Expences incident to the Execution of the ſaid Act now in recital or the ſaid firſt recited Act: And whereas the Monies that have been already raiſed by the Sale of the ſaid Brick or Tile Earth, Clay, Gravel, Loam, Sand, Ballaſt, and other Materials purſuant to the above recited Power, have been found totally inadequate for Payment of the aforeſaid Coſts, Charges, and Expences, and for the Purpoſes of making Main Drains, making and gravelling Streets, Squares, Lanes, and for paving Streets and erecting Bridge-ways for the general Improvement of the ſaid Eſtate as directed by the ſaid recited Act of the Forty-fourth Year of the Reign of His preſent Majeſty; and foraſmuch as it is highly expedient, and will tend greatly to the Improvement of the ſame Eſtate, if further and additional Powers were given for carrying into Execution the Purpoſes of the ſame Act: Be it therefore enacted, That from and after the paſſing of this Act it ſhall and may be lawful to and for the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, and the Survivors and Survivor of them the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, his Executors, Adminiſtrators, or Aſſigns, or any ſucceeding Truſtees or Truſtee to be appointed as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by them ſealed and delivered in the Preſence of and to be atteſted by Two or more credible Witneſſes, from Time to Time to ſubject and charge the Whole or a competent Part of the ſaid Eſtate; ſubject without Prejudice to any Under Leaſes granted or agreed to be

The Eſtate to be charged.

granted

granted as aforesaid, and also subject and without Prejudice to any Contract or Contracts entered into or to be entered into for granting any such Under Lease or Under Leases, with the Payment of any Sum or Sums of Money not exceeding in the Whole the Sum of Ten thousand Pounds, as appears by the Schedule hereunto annexed, with lawful Interest for the same from the Time when such Charge or Charges shall be respectively made; and that for the Purpose of facilitating as well the raising as for effectually securing the Repayment of the same Sum or Sums so to be charged with Interest, it shall and may be lawful to and for the said *Beilby* Lord Bishop of *London*, and his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, and the Survivors and Survivor of them, the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, his Executors, Administrators, or Assigns, or any future Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators or Assigns, by the same or any other Deed or Deeds, Instrument or Instruments in Writing, to be by them executed as aforesaid, to make or execute any Assignment or Assignments by way of Mortgage of a competent Part of the said Hereditaments and Premises so to be charged for all or any Part of the then Estate and Interest of the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, or the Survivors or Survivor of them, his Executors, Administrators, or Assigns therein, to any Person or Persons willing to advance such Sum or Sums of Money, or any Part or Parts thereof, so as that the Estate, Term, and Interest so to be granted by any such Assignment or Assignments, Mortgage or Mortgages, be made redeemable on full Payment of the Sum or Sums of Money so to be raised charged and secured, and the Interest for the same as aforesaid.

Annuities.

VI. And be it further enacted, That if the said *Beilby* Lord Bishop of *London* and his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, or the Survivors or Survivor of them the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, his Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, shall think it advisable or more advantageous to raise all or any Part of the said Sum of Ten thousand Pounds, by granting Annuities for Lives instead of Mortgage as aforesaid, then it shall be lawful for them, and they are hereby authorized and empowered by any Deed or Deeds, Instrument or Instruments, in Writing, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to grant an Annuity or Annuities to any Person or Persons who shall advance and pay to them the said *Beilby* Lord Bishop of *London*, or his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, their Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, any Sum or Sums of Money as to them shall seem right for the

absolute Purchase of any Annuity or Annuities to be paid and payable during the natural Life of every such Contributor or the natural Life of such Person as shall be nominated by and on the Behalf of such Contributor at the Time of the Payment of his or her Contribution or Purchase Money, so that no such Annuity do exceed the Rate of Ten Pounds *per Centum per Annum* upon a single Life, except in such Cases where the Person for whose Life any Annuity shall be paid be of the Age of Fifty Years or upwards, and to subject and charge the Whole or a competent Part of the said Estate; subject nevertheless and without Prejudice as aforesaid with the Payment of such Annuity or Annuities accordingly, in such Manner as they shall deem proper or expedient.

Reserved Rent.

VII. And whereas some Doubts have been entertained whether so much of the said recited Act of the Forty-fifth Year of the Reign of His present Majesty as declares 'That the yearly Rent to be reserved on 'any such Lease, if it be greater than an equal Proportion of the original 'Rent agreed to be reserved for the whole of the Land or Ground com-'prised in the Contract or Agreement, do not exceed One-seventh Part 'of the clear yearly Rack Rent or Value of the Land and Buildings to 'be by such Lease demised,' intends that the reserved Rent shall not exceed One-seventh Part of the clear yearly Rack Rent of the Premises at the Time of the Execution of the Lease when the Houses or Buildings are merely in the Shell or Carcase, or at the Time when they are fit for Habitation; in order therefore to remove such Doubts, be it enacted, That so much of the said recited Act as requires that the reserved Rent shall not exceed One-seventh Part of the clear yearly Rack Rent or Value of the Lands and Buildings to be by such Lease demised, shall be taken and considered to mean at the Time when the Houses or Buildings shall be fit for Habitation.

The Conduit.

VIII. And whereas there is a Conduit upon the said Estate belonging to the Corporation of *London* situate near *Bayswater*, and the Pipes or Drain therefrom and the Tanks or Wells connected therewith for supplying the City and certain Parts of *London* with Water run through the same Estate diagonally, so as to intercept the carrying on such building Improvements upon any eligible Plan; it would therefore be highly desirable if the said *Beilby* Lord Bishop of *London*, and his Successors for the Time being, and the said Trustees or Trustee for the Time being as aforesaid were empowered to treat with and give such Indemnification as the Corporation of the City of *London* may require for the removal or varying the Line of such Pipes or Drain and the Tanks or Wells connected therewith, be it therefore enacted, That it shall and may be lawful to and for the said *Beilby* Lord Bishop of *London* and his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, and the Survivors and Survivor of them the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, his Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, and they and he are hereby authorized and empowered to treat

and agree with the Mayor and Commonalty and Citizens of the said City of *London* for the Time being, and their Succeſſors, for the Removal or varying the Line or Courſe of the ſaid Pipes or Drain and the Tanks or Wells connected therewith, and alſo by and out of the Monies to be raiſed purſuant to the Powers herein-after contained, to make Satisfaction and Compenſation to the ſaid Mayor and Commonalty and Citizens of the City of *London* for the Time being, and their Succeſſors, for all Damages which may be ſuſtained by them on any Part of the new Courſe of Pipes or Drain, Tanks or Wells intended to be made by the varying or removal of the ſaid preſent Pipes or Drain and the ſaid Tanks or Wells: Provided always, that nothing in this Act contained ſhall extend or be conſtrued to extend ſo as to enable the ſaid *Beilby* Lord Biſhop of *London*, and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, and the Survivors or Survivor of them, his Executors, Adminiſtrators, or Aſſigns, to make ſuch Removal or Variation beyond the Lands and Premiſes compriſed in this or any of the ſaid recited Acts; ſo as no Removal or Variation of the Line or Courſe be made within One hundred Yards of the *Bayſwater* Stream, or within the Park called *Hyde Park*, or within *Kenſington Gardens*.

Saving to the Corporation of London.

IX. And be it further enacted, That the ſaid Mayor and Commonalty and Citizens of the City of *London* for the Time being, and their Succeſſors and Aſſigns, ſhall have, uſe, and enjoy ſuch and the like Ingreſs, Egreſs, and Regreſs upon, out of, and to the Premiſes where the ſaid new Courſe of Pipes or Drain and Tanks or Wells are erected and laid, or intended to be erected and laid, to view and ſee the State and Condition thereof, and to amend, repair, and remove the ſame, and to do all ſuch other Acts, Matters, and Things neceſſary and needful for that Purpoſe, as they now have, uſe, and enjoy, upon and over the Premiſes where the preſent Pipes or Drain and Tanks or Wells are erected and laid.

Drains.

X. Provided always, and be it further enacted, That nothing herein contained ſhall extend or be conſtrued to extend to authorize the making or forming any new Drain or Drains, Tunnel or Tunnels, except for the conveying and receiving the Water from the Conduit as aforeſaid, which ſhall or may run into the Park called *Hyde Park* or *Kenſington Gardens*, or into any Drain or Drains or Tunnel or Tunnels running into or communicating with the ſame Places, or either of them.

Commiſſioners of Sewers.

XI. Provided always, and be it enacted, That nothing in this Act contained ſhall extend or be deemed or conſtrued to extend to prejudice, diminiſh, alter, or take away any of the Rights, Powers, or Authorities veſted in the Commiſſioners of Sewers for the City and Liberty of *Weſtminſter*, and Part of the County of *Middleſex*; but all the Rights, Powers, and Authorities veſted in them ſhall be as good, valid, and effectual, as if this Act had not been made.

XII. And

Expence in Removal of Pipes and Drains.

XII. And whereas the Removal of the ſaid Pipes or Drain and the Tanks or Wells connected therewith will be attended with a conſiderable Expence; be it therefore enacted, That from and after the paſſing of this Act, it ſhall and may be lawful to and for the ſaid *Beilby* Lord Biſhop of *London*, and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, *Henry Frederick Thiſtlethwayte*, and the Survivors and Survivor of them, the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, his Executors, Adminiſtrators, or Aſſigns, or any ſucceeding Truſtees or Truſtee to be appointed as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, by any Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by them ſealed and delivered in the Preſence of and atteſted by Two or more credible Witneſſes, to ſubject and charge the Whole or a competent Part of the ſaid Eſtate (ſubject and without Prejudice) with the Payment of any Sum or Sums of Money not exceeding the Sum of Two thouſand Pounds, as appears by the Schedule hereunto annexed, with lawful Intereſt for the ſame from the Time when ſuch Charge or Charges ſhall be reſpectively made; and that for the Purpoſe of facilitating as well the raiſing as for effectually ſecuring the Payment of the ſame Sum or Sums ſo to be charged with Intereſt, it ſhall and may be lawful to and for the ſaid *Beilby* Lord Biſhop of *London*, and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, and the Survivors and Survivor of them, the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, his Executors, Adminiſtrators, or Aſſigns, or any future Truſtees or Truſtee to be appointed as aforeſaid, their or his Executors, Adminiſtrators, or Aſſigns, by the ſame or any other Deed or Deeds, Inſtrument or Inſtruments in Writing, to be by them executed as aforeſaid, to make or execute any Aſſignment or Aſſignments by way of Mortgage of a competent Part of the ſaid Hereditaments and Premiſes ſo to be charged for all or any Part of the then Eſtate and Intereſts of the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, or the Survivors or Survivor of them, his Executors, Adminiſtrators, or Aſſigns therein, to any Perſon or Perſons willing to advance ſuch Sum or Sums of Money, or any Part or Parts thereof, ſo as that the Eſtate, Term, and Intereſt, ſo to be granted by any ſuch Aſſignment or Aſſignments, Mortgage or Mortgages, be made redeemable on full Payment of the Sum or Sums of Money ſo to be raiſed, charged and ſecured, and the Intereſt for the ſame as aforeſaid.

Security for advancing Money.

Annuities.

XIII. And be it further enacted That if the ſaid *Beilby* Lord Biſhop of *London*, and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, or the Survivors or Survivor of them the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, his Executors, Adminiſtrators, or Aſſigns, or any ſucceeding Truſtees or Truſtee to be appointed as aforeſaid their or his Executors, Adminiſtrators, or Aſſigns, ſhall think it adviſable or more advantageous to raiſe all or any Part of the ſaid Sum of Two thouſand Pounds by granting

granting Annuities for Lives instead of Mortgage as aforesaid, then it shall be lawful for them, and they are hereby authorized and empowered by any Deed or Deeds, Instrument or Instruments in Writing, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, to grant an Annuity or Annuities to any Person or Persons who shall advance and pay to them the said *Beilby* Lord Bishop of *London*, and his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, their Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, any Sum or Sums of Money as to them shall seem meet, for the absolute Purchase of any Annuity or Annuities to be paid and payable during the natural Life of every such Contributor, or the natural Life of such Person as shall be nominated by and on the Behalf of such Contributor at the Time of Payment of his or her Contribution or Purchase Money, so that no such Annuity do exceed the Rate of Ten Pounds *per Centum per Annum* upon a single Life, except in such Cases where the Person for whose Life any Annuity shall be paid be of the Age of Fifty Years or upwards; and to subject and charge the Whole or a competent Part of the said Estate (subject nevertheless and without Prejudice as aforesaid) with the Payment of such Annuity or Annuities accordingly, in such Manner as they shall deem proper or expedient.

Discharges.

XIV. Provided always, and be it further enacted and declared, That the Receipt and Receipts of the said *Beilby* Lord Bishop of *London*, or his Successors for the Time being, or of the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, or of the Survivors or Survivor of them, the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte* his Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, under their or his Hands or Hand shall be a good and sufficient Discharge and Discharges to all and every Person and Persons for any Sum or Sums of Money so to be raised and advanced, charged and secured by virtue of the Powers herein-before given and granted as aforesaid.

Application of the Money raised.

XV. And be it further enacted and declared, That the said *Beilby* Lord Bishop of *London*, and his Successors for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*, and the Survivors and Survivor of them, the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead* and *Henry Frederick Thistlethwayte*, his Executors, Administrators, or Assigns, or any succeeding Trustees or Trustee to be appointed as aforesaid, their or his Executors, Administrators, or Assigns, shall pay, apply and dispose of the said Sum or Sums of Money so to be raised and charged by virtue of this Act as aforesaid in completely carrying into Effect the said several Purposes herein-before expressed and contained, in such Manner as to them shall seem proper and expedient.

Further Part of former Act repealed.

XVI. And be it further enacted, That so much of the said recited Act of the Forty-fifth Year of the Reign of His said present Majesty as is hereinafter recited (that is to say) 'that a Memorial of every such Lease 'and also of every Contract or Agreement to be made by virtue and in 'pursuance of this Act as aforesaid, shall within Two Calendar Months 'after the Day of the Date thereof respectively be registered at the public 'Office, and in the Manner and Form appointed and prescribed by the 'Act of the Seventh Year of the Reign of her Majesty Queen *Anne* for 'the registering Deeds and Conveyances affecting Lands in the County 'of *Middlesex*, and that every such Memorial shall contain a full De-'scription of the Lands and Hereditaments comprised in the Lease, Con-'tract, or Agreement therein mentioned or referred to, and shall specify 'the Term of Years in and by such Lease, Contract, or Agreement, 'demised or agreed to be demised, and the Yearly Rent or Rents thereby 'reserved or agreed to be reserved,' be repealed, and the same is hereby repealed accordingly.

Memorial of Leases.

XVII. And whereas the aforesaid Period of Two Months hath been found to be too short; be it therefore enacted, That in lieu of so much of the said recited Act respecting the granting a Memorial of every such Lease, Contract, or Agreement as is hereby repealed as aforesaid, that a Memorial of every such Building Lease and also of every Building Contract or Agreement to be made by virtue and in pursuance of this Act, or the said recited Acts, or any of them as aforesaid, shall within Six Calendar Months after the Day of the Date thereof respectively be registered at the Public Office, and in the Manner and Form appointed and prescribed by the Act of the Seventh Year of the Reign of her Majesty Queen *Anne*, for the registering of Deeds and Conveyances affecting Lands in the County of *Middlesex*; and that every such Memorial shall contain a full Description of the Land and Hereditaments comprised in such Lease, Contract or Agreement therein mentioned or referred to, and shall specify the Term of Years in and by such Lease, Contract or Agreement demised or agreed to be demised, and the Yearly Rent or Rents thereby reserved or agreed to be reserved.

Under Leases.

XVIII. Whereas in pursuance of the Provisions of the said recited Acts of the Forty-fourth and Forty-fifth Years of the Reign of His present Majesty, divers Agreements for Under Leases have been entered into, and it may be expedient that the Under Leases to be made pursuant to the said Agreements, should be made conformable to the Provisions in this Act contained; be it therefore enacted, That all and every Under Lease and Under Leases, which shall or may be granted pursuant to such Agreements, shall and may (in case the Parties to such Under Lease or Under Leases shall deem it expedient and shall be assenting thereto) be made agreeable and conformable to the Provisions in this Act contained for granting Under Leases; any Thing herein or in the said recited Acts or in the said Agreements to the contrary thereof in anywise notwithstanding.

Validity of other Parts of former Acts.

XIX. Provided always, and be it further enacted, That the said recited Acts, and all and every the Powers, Rules, Conditions, Articles,

cles, Matters and Things whatsoever therein contained (save and except such Parts of the same as are otherwise altered or repealed) shall be and the same is and are hereby declared to be in full Force and Effect, and shall be as good, valid, and effectual for carrying this Act into Execution to all Intents and Purposes whatsoever as if the same had been repeated and re-enacted in the Body of this Act.

Providing for the Absence, out of the Kingdom of Sir John Morshead.

XX. And whereas the aforesaid Sir *John Morshead* is now absent from and out of this Kingdom, and restrained from returning to the same by His Majesty's Enemies; be it therefore further enacted, That none of the Powers, Provisions, or Clauses herein-before contained, so far as the same authorize any Monies or Annuities to be raised or charged on the said Estates or any Part thereof, shall take place or be of any Force or Effect during the Life of him the said Sir *John Morshead* without his Consent testified by Writing under his Hand, and attested by Two or more credible Witnesses, and such Writing shall be enrolled in the High Court of Chancery within Two Years from the Day of the Date thereof; and such Consent may be given or expressed in the Form or to the Effect following; (*videlicet*) 'I Sir *John Morshead* do hereby consent to the Pro-'visions of an Act of Parliament made and passed in the Forty-eighth Year 'of the Reign of His most Excellent Majesty King *George* the Third, inti-'tuled, *An Act for altering and enlarging the Powers of several Acts passed* '*in the Thirty-fifth, Forty-fourth, and Forty-fifth Years of the Reign of His* '*present Majesty, for enabling the Lord Bishop of* London *to grant a Lease* '*with Powers of Renewal of Lands in the Parish of* Paddington *in the County* '*of* Middlesex *for the Purpose of building upon*, so far as such Provisions 'affect or concern me or any Person or Persons claiming from or under me. ' Given under my Hand this Day of One 'thousand eight hundred and

But not to restrain in case of his Death, the Provision of this Act.

XXI. Provided always, and be it further enacted, That nothing herein-before contained shall extend to prevent all or any of the aforesaid Powers, Provisions, or Clauses hereby granted from taking Effect and being carried into Execution upon and immediately after the Death of the said Sir *John Morshead*, notwithstanding he the said Sir *John Morshead* shall die without giving such Consent as aforesaid, or having given such Consent the same shall not be enrolled within the Time aforesaid.

Charges and Expences of this Act.

XXII. And be it further enacted, That the Costs, Charges, and Expences, incident to and attending the applying for and obtaining and passing this Act, and also all such Monies as now remain unsatisfied of the said Two last-recited Acts, and also the Costs, Charges, and Expences, in and about the raising of the said several Sums of Money or any Part or Parts thereof hereby directed to be raised as aforesaid, and the Application and Payment thereof or in anywise relating thereto, shall in the First Place be retained out of the Monies arisen or to arise by the Sale of the Premises authorized to be sold by the said recited Act of the Forty-fourth Year of the Reign of His present Majesty; any Thing herein contained to the contrary thereof in anywise notwithstanding.

XXIII. And

Other Part of former Act repealed.

XXIII. And be it further enacted, That ſo much of the ſaid recited Act of the Forty-fifth Year of the Reign of His preſent Majeſty, as is hereafter recited (that is to ſay) 'That a Statement or Recital in any 'ſuch Demiſe or Leaſe of his the ſaid Sir *John Morſhead*'s being at the 'Time of making thereof abſent from this Kingdom, and reſtrained as 'aforeſaid from returning to the ſame, ſignified by the ſaid Dame '*Elizabeth Morſhead*, or in caſe of her Death the ſaid *Frederick Treiſe* '*Morſhead* her eldeſt Son, or his Executors, Adminiſtrators, or Aſſigns, 'being a Party or Parties, to ſuch reſpective Demiſes or Leaſes, ſhall be 'ſufficient Evidence of ſuch Abſence of him the ſaid Sir *John Morſhead*,' be repealed, and the ſame is hereby repealed accordingly.

Truſtees only anſwerable for their own Acts.

XXIV. Provided always, and be it further enacted and declared, That the ſaid *Beilby* Lord Biſhop of *London* and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, or any ſucceeding Truſtee or Truſtees to be appointed as aforeſaid, ſhall not nor ſhall any or either of them, or the Heirs, Executors, or Adminiſtrators of any or either of them, be anſwerable or accountable for any Monies to be received by virtue of and under the Powers and Authorities hereby given and granted, any otherwiſe than each Perſon for ſuch Sum or Sums of Money as he or they ſhall reſpectively actually receive, and that One of them ſhall not be anſwerable or accountable for the Acts, Receipts, Neglects or Defaults, of the other of them, but each of them only for his or their own Acts, Receipts, Neglects, or Defaults, nor ſhall they or any of them be anſwerable for any Loſs or Damage which may happen in the Execution of any of the aforeſaid Powers and Authorities hereby given and granted or in relation thereto, unleſs the ſame ſhall happen by or through their or his own wilful Defaults or Neglects reſpectively.

Powers of former Acts and this Act by whom to be exerciſed.

XXV. And be it further enacted, by the Authority aforeſaid, That all the Powers and Authorities given by the ſaid recited Acts or any of them and not repealed by this or any former Act, or given by this Act, ſhall or may be exerciſed by the Aſſignee or Aſſigns of them the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, or of the Survivors of them for the Time being, or by the Aſſignee or Aſſignees of the Truſtee or Truſtees for the Time being, notwithſtanding ſuch Powers and Authorities are expreſſed to be given to the Aſſigns of the Survivor of them, the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte*, or of the Truſtee or Truſtees for the Time being; and that for all the Purpoſes of the Powers and Authorities given by this Act, or by the ſaid recited Acts or any of them, the Leſſee or Leſſees to be named in any new Leaſe to be granted from Time to Time by the ſaid Biſhop or his Succeſſors for the Time being, to the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, and *Henry Frederick Thiſtlethwayte* their Executors, Adminiſtrators, or Aſſigns, or their Nominee or Nominees in purſuance or in conſequence of the Powers and Directions of the ſaid firſt mentioned Act, and the Executors, Adminiſtrators, and Aſſigns, of ſuch Leſſee or Leſſees, ſhall be and ſhall be deemed the Aſſignee or

Assigns of the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and *Henry Frederick Thistlethwayte*.

General Saving.

XXVI. Saving always to the King's most Excellent Majesty, His 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 *Beilby* Lord Bishop of *London*, and his Successors Bishops of *London* for the Time being, and the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, *Henry Frederick Thistlethwayte*, Sir *John Morshead*, Dame *Elizabeth Morshead*, *Selina Thistlethwayte*, the said Earl of *Chesterfield*, *Alexander Thistlethwayte*, *William Strong*, and *Thomas Thistlethwayte*, their Heirs, Executors, Administrators, or Assigns, and all other Person or Persons whomsoever, claiming or to claim any Estate or Interest in the said Premises so to be demised as aforesaid, under or by virtue of the said Indentures of the Fifth Day of *July* One thousand seven hundred and eighty-two, and Fourth Day of *March* One thousand seven hundred and eighty-three, or either of them) all such Estate, Right, Title, Interest, Benefit, Claim, or Demand whatsoever, of, in, to, upon or out of the said Hereditaments and Premises so to be demised as aforesaid, every or any Part or Parcel thereof, as they, every, or any of them had before the passing of this Act, or could or might have had, held, and enjoyed in case this Act, had not been made.

XXVII. And be it further enacted, That this Act shall be printed by the Printer to the King's most Excellent Majesty, and a Copy thereof so printed shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULE to which the Act refers.

ESTIMATE of the Expence of building a main Drain or Sewer for carrying off the Water from the Eſtate, being at leaſt 5,300 Feet in Length, Four Feet clear Breadth, with digging for the ſame, Part to a great Depth, ſecuring the Ground on the Sides, and including the Expence of making good in ſundry Parts over the ſame, will amount to - - - - - £. 10,064 — —

		£.	s.	d.
Videlicet: —5,300 Feet of Brick Sewer and digging at £.27 6s. -	7,287	10		
700 Feet Part thereof being very near Buildings and under Public Roads, extra-	700	—	—	
1000 Feet other Part thereof requiring extra Works at 10s.	500	—	—	
For levelling and forming the Surface -	662	10	—	
For ſundry contingent Expences - -	914	—	—	
	£.10,064	—	—	

ESTIMATE of the Expence of moving the Pipes or Drains from the Conduit at *Bayſwater*, and the Tanks or Wells connected therewith, being 1,750 Feet in Length, with Five Wells therein, will amount to the Sum of - - - - £.2,000 — —

Videlicet: —1,750 Feet in Length, 2 Feet 6 Inches Diameter, wrought in cement, including very deep cutting, and ſecuring the Ground and making good the ſame -	1,750	—	—
Five Wells wrought in Cement	100	—	—
For preparing Acceſſes to the ſame Wells - - - - -	150	—	—
	£.2,000	—	—

S. P. Cockerell.

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