ANNO QUINQUAGESIMO SECUNDO

GEORGII III. REGIS.

Cap. 192.

An Act for confirming and carrying into Execution certain Articles of Agreement, made and entered into between the Right Reverend Father in God *John* Lord Biſhop of *London*, Sir *John Frederick* Baronet, *Arthur Stanhope* Eſquire, *Frederick Treiſe Morſhead* Eſquire, Sir *John Morſhead* Baronet and Dame *Elizabeth* his Wife, and *Selina Thiſtlethwayte*; and the Company of Proprietors of the Grand Junction Canal. [9th *July* 1812.]

WHEREAS an Act was 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 building upon*, whereby, after reciting a certain Indenture of Releaſe and Settlement, bearing Date the Fifth Day of *July* One thouſand ſeven hundred and eighty-two, and made between Sir *John Morſhead* and Dame *Elizabeth* his Wife, by their then Names of *John Morſhead* and *Elizabeth* his Wife of the Firſt Part, *Charles Garth* and *Thomas Wood* of the Second Part, and *William Maſterman* and *Robert Bathurſt* of the Third Part, whereby it was declared that the ſaid *Charles Garth* and *Thomas Wood* ſhould from thenceforth ſtand and be ſeiſed of the undivided Moiety of the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, of and in the Scite and Capital Meſſuage of the Manor of *Paddington*, and other the Premiſes compriſed in a certain Indenture of Leaſe of the Fourteenth Day of *Auguſt* One thouſand ſeven hundred and ſeventy-ſix, recited in the ſaid Act, in Truſt for 35 G. 3.

the ſaid Sir *John Morſhead* and his Aſſigns during his Life; with Remainder in Truſt for the ſaid Dame *Elizabeth* his Wife and her Aſſigns during her Life; Remainder in Truſt for the Firſt and other Sons of the ſaid Sir *John Morſhead* by the ſaid Dame *Elizabeth* his Wife, in Tail Male; with Remainder in Truſt for all the Daughters of the ſaid Sir *John Morſhead*, by the ſaid Dame *Elizabeth*, in Tail General, with Remainders over; and reciting a certain other Indenture of Releaſe and Settlement, bearing Date the Fourth Day of *March* One thouſand ſeven hundred and eighty-three, and made between *Robert Thiſtlethwayte* and *Selina* his Wife of the Firſt Part, the ſaid *Charles Garth* and *Thomas Wood* of the Second Part, and *Thomas Somers Cocks*, and the Reverend *Alexander Thiſtlethwayte* of the Third Part, whereby certain Freehold Eſtates were conveyed to the Uſe of the ſaid *Robert Thiſtlethwayte* and his Aſſigns for Life; Remainder to Truſtees to preſerve contingent Remainders; Remainder to the ſaid *Selina Thiſtlethwayte* and her Aſſigns for Life; Remainder to Truſtees to preſerve contingent Remainders; with Remainder to Truſtees for a Term of One thouſand Years; with Remainder to the Firſt and other Sons of the ſaid *Thomas Thiſtlethwayte*, by the ſaid *Selina* his Wife, ſucceſſively in Tail Male; with Remainder to all the Daughters of the ſaid *Robert Thiſtlethwayte* by the ſaid *Selina* his Wife, in Tail General, with divers Remainders over; it was by the ſaid Indenture of Releaſe and Settlement now in Recital declared, that the ſaid *Charles Garth* and *Thomas Wood* and their Heirs, ſhould ſtand and be ſeiſed of the undivided Moiety of the ſaid *Robert Thiſtlethwayte* and *Selina* his Wife, of and in the ſaid Hereditaments and Premiſes, in the ſaid Indenture of Leaſe of the Fourteenth Day of *Auguſt* One thouſand ſeven hundred and ſeventy-ſix mentioned and compriſed, upon ſuch and the ſame Truſts as were therein-before limited concerning the ſaid Freehold Hereditaments, or as near thereto as the Nature and Tenure of the ſaid Leaſehold Premiſes, and the Rules of Law and Equity would permit: And reciting, that Sir *John Frederick* and *Arthur Stanhope* had been appointed Truſtees of the ſaid Truſt, Eſtate, and Premiſes, in the Room of the ſaid *Charles Garth* then deceaſed; and that the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife had Iſſue then living Six Children, *videlicet*, *Selina Morſhead*, *Frederick Treiſe Morſhead*, *Harriet Ann Morſhead*, *Suſanna Eliza Morſhead*, *Caroline Mary Morſhead*, and *John Morſhead*, all then Infants; and that the ſaid *Robert Thiſtlethwayte* and *Selina* his Wife had Iſſue then living, Six Children, *videlicet*, *Robert Thiſtlethwayte* their eldeſt Son, *Alexander Thiſtlethwayte*, *Thomas Thiſtlethwayte*, *Henry Thiſtlethwayte*, *Henry Frederick Thiſtlethwayte*, and *Elizabeth Thiſtlethwayte*, all then Infants; it is amongſt other Things enacted, that it ſhould be lawful for the ſaid 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 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 thereafter named or appointed, under the Powers in the ſaid recited Indentures of Settlement bearing Date reſpectively the Fifth Day of *July* One thouſand ſeven hundred and eighty-two, and Fourth Day of *March* One thouſand ſeven hundred and eighty-three, reſerved and contained, their or his Executors, Adminiſtrators, and Aſſigns, all that the Scite and Capital Meſſuage of the Manor of *Paddington*, in the County of *Middleſex*, and all other the Meſſuages, Lands, Tenements, Meadows, Feedings, Cloſes,

Closes, Pastures, and Hereditaments whatsoever, in *Paddington* aforesaid, of the said Lord Bishop, and belonging to the Bishopric of *London*, with their and every of their Appurtenances, 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, on the Terms, and subject to the Restrictions, Conditions, Provisions, Rents, Reservations, and Covenants in the now-reciting Act mentioned; and also to renew the same Lease, at the End of the First Fifty Years of the said Term of Ninety-nine Years, for a further Term of Ninety-nine Years, to commence and be computed from the End of the said First Fifty Years, and so to continue to renew the Lease for the Time being so to be granted for a further Term of Ninety-nine Years at the End of the First Fifty Years next after the Commencement of every such respective Lease so thereby meant and intended to be thenafter continued to be granted by Way of Renewal, at the End of every said First Fifty Years, on Payment or Tender of such Fine as therein mentioned: And it is (amongst other Things) by the said Act 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 Eight-pence; 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 Hereditaments and Premises, and every Part thereof, should be let for, immediately before the passing of the said now-reciting Act, and which the same should from Time to Time be let for, under the Leases to be granted as thereinafter is mentioned, or otherwise, after such Deductions thereout, and reserving such other Rents as in the said Act is mentioned: And it was further enacted, that the said *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them, his Executors, Administrators, and Assigns, or the Trustees or Trustee for the Time being, to be appointed as therein mentioned, should stand possessed of the Lease and Leases so to be granted by the said Lord Bishop of *London* and his Successors for the Time being, to them or him as aforesaid, in Trust as to One undivided Moiety or Half Part thereof, for the Person and Persons, and for the Estate and Estates to which the same ought to go or belong, or be charged with or subject to, by virtue of the said recited Indenture of Release of the Fifth Day of *July* One thousand seven hundred and eighty-two; but as by Reason of the said Leasehold Premises being changed from a Freehold to a Chattel Interest, the same would, by Law, absolutely vest for the whole Estate in the First Person to whom the Heir or Heirs Male of whose Body the same was limited, it was by the said Act declared that the same should not vest in such Person as last aforesaid, unless he or she should attain the Age of Twenty-one Years, or should die leaving Issue of his or her Body inheritable, under the Limitations in the said Indenture of Release of the Fifth Day of *July* One thousand seven hundred and eighty-two, living at the Time of his or her Death, or born in due Time afterwards; and as to the other undivided Moiety of the said Hereditaments and Premises, in Trust for the Person and Persons, and for the Estate and Estates which the same ought to go or belong, or be charged with or subject to, by virtue of the said recited Indenture of Release of the Fourth Day of *March* One thousand seven hundred and eighty-three; but as by Reason of the Nature of the said Leasehold Premises being changed

changed from a Freehold to a Chattel Intereſt, the ſame would by Law abſolutely veſt for the whole Eſtate, in the Perſon to whom, and to the Heir or Heirs Male of whoſe Body the ſame was limited, it was by the ſaid Act declared, that the ſame ſhould not veſt in ſuch Perſon as laſt aforeſaid, unleſs he or ſhe ſhould attain the Age of Twenty-one Years, or ſhould die leaving Iſſue of his or her Body inheritable, under the Limitations in the ſaid Indenture of Releaſe of the Fourth Day of *March* One thouſand ſeven hundred and eighty-three, living at the Time of his or her Death, or born in due Time afterwards: And whereas it is by the ſaid Act (amongſt other Things) further provided, that nothing therein contained ſhould prevent or hinder the ſaid Lord Biſhop of *London*, and his Succeſſors, or the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, or the Survivors or Survivor of them, his Executors or Adminiſtrators, from treating at any Time with the Company of Proprietors of the Grand Junction Canal, for ſuch Part or Parts of the ſaid Premiſes, over and above the Number of Acres therein-before limited for building on, for the Purpoſe of extending the Navigable Branch or Cut from the Grand Junction Canal, in the Precinct of *Norwood*, in the County of *Middleſex*, to the *Edgeware Road Paddington*, purſuant to the Spirit and Intention of a certain Act made and paſſed in the ſaid Thirty-fifth Year of the Reign of His preſent Majeſty, intituled *An Act for making a Navigable Cut from the Grand Junction Canal, in the Precinct of* Norwood, *in the County of* Middleſex, *to* Paddington, *in the ſaid County*: And whereas, in purſuance of the Powers in the ſaid firſt-recited Act of the Thirty-fifth Year of the Reign of His preſent Majeſty, the ſaid Lord Biſhop of *London*, Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, Sir *John Morſhead* and Dame *Elizabeth* his Wife, and *Selina Thiſtlethwayte*, have entered into certain Articles of Agreement with the Company of Proprietors of the Grand Junction Canal, in the Words following; *videlicet*, "Articles of Agreement of Four Parts, indented, had, made, and fully concluded and agreed upon this Twenty-fourth Day of *March*, in the Fifty-ſecond Year of the Reign of our Sovereign Lord *George* the Third, by the Grace of God of the United Kingdom of *Great Britain* and *Ireland*, King, Defender of the Faith, and in the Year of our Lord One thouſand eight hundred and twelve, between the Right Reverend Father in God *John* Lord Biſhop of *London*, of the Firſt Part; Sir *John Frederick* of *Burwood Park*, in the County of *Surrey*, Baronet, *Arthur Stanhope* of *Tilney Street*, in the County of *Middleſex*, Eſquire, and *Frederick Treiſe Morſhead* of *Haſcomb Place*, in the ſaid County of *Surrey*, Eſquire, the ſurviving Truſtees for the Purpoſes of ſeveral Acts of Parliament paſſed in the Thirty-fifth, Forty-fourth, Forty-fifth, and Forty-eighth Years of His preſent Majeſty, of the Second Part; Sir *John Morſhead* of *Haſcomb Place* aforeſaid, Baronet, and Dame *Elizabeth Morſhead*, his Wife, and *Selina Thiſtlethwayte* of *Hampton Court*, in the ſaid County of *Middleſex*, Widow, and Relict of *Robert Thiſtlethwayte* Eſquire, deceaſed, of the Third Part; and the Company of Proprietors of the Grand Junction Canal, of the Fourth Part: Whereas in and by certain Articles of Agreement indented of Three Parts bearing Date the Twenty-ſecond Day of *February* in the Year of our Lord One thouſand ſeven hundred and ninety-eight, and made or expreſſed to be made between *Beilby* then Lord Biſhop of *London*, of the Firſt Part; *Thomas Wood* of *Littleton*, in the ſaid County of *Middleſex*, Eſquire, ſince deceaſed, the ſaid Sir *John Frederick* and *Arthur Stanhope*, Sir *John Morſhead* and

Dame *Elizabeth* his Wife, and *Robert Thiſtlethwayte* ſince deceaſed, and *Selina* his Wife, therein deſcribed, of the Second Part; and the ſaid Company of Proprietors of the Third Part; reciting, (amongſt other Things), that by virtue of a certain Act of Parliament paſſed in the Thirty-fifth Year of His preſent Majeſty's Reign, 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 the Scite and capital Meſſuage of the Manor of *Paddington*, in the ſaid County of *Middleſex*, and all other the Meſſuages, Lands, Tenements, Meadows, Feedings, Cloſes, Paſtures, and Hereditaments whatſoever, in *Paddington* aforeſaid, of the ſaid Reverend Father, and belonging to the Biſhoprick of *London*, with their Appurtenances, had been by Indenture under the Epiſcopal Seal of the ſaid Lord Biſhop, bearing Date the Twenty-ſecond Day of *May* in the Year of our Lord One thouſand ſeven hundred and ninety-five, demiſed, leaſed, and to Farm let by the ſaid *Beilby*, then Lord Biſhop of *London*, unto the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, their Executors, Adminiſtrators, and Aſſigns, to hold from the Day next before the Day of the Date thereof, for a Term of Ninety-nine Years from thence next enſuing, with a Covenant for renewing the ſame Leaſe at the End of the Firſt Fifty Years of the ſaid Term, on Payment or Tender of a Fine of Twenty Shillings for a further Term of Ninety-nine Years, and ſo on for the Time being, at the End of the Firſt Fifty Years of every future or renewed Leaſe, on Payment or Tender of ſuch Fine, reſerving the ſame Rents, and with ſuch Covenants as are in the ſame Act directed to be reſerved and made payable, and as are contained in the ſaid original Leaſe made in purſuance of that Act; and reciting, that it is in and by the ſaid Act (amongſt other Things) further enacted, that notwithſtanding any Thing therein-before contained, it ſhould 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 therein mentioned, to make any Demiſe or Leaſe under the Authority of the ſame 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; and that it is by the ſame Act provided, that nothing therein contained ſhould prevent or hinder the ſaid Lord Biſhop of *London* and his Succeſſors, or the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, or the Survivors or Survivor of them, his Executors or Adminiſtrators, from treating at any Time with the Company of Proprietors of the Grand Junction Canal, for ſuch Part or Parts of the ſaid Premiſes, over and above the Number of Acres therein-before limited for building on, for the Purpoſe of extending the Navigable Branch or Cut from the Grand Junction Canal in the Precinct of *Norwood*, in the County of *Middleſex*, to the *Edgeware Road*, *Paddington*, purſuant to the Spirit and Intention of the Act of Parliament paſſed in the ſaid Thirty-fifth Year of His ſaid Majeſty's Reign, for making a Navigable Cut from the Grand Junction Canal in the Precinct of *Norwood*, in the County of *Middleſex*, to *Paddington*, in the ſaid County; and further reciting, that the ſaid Company of Proprietors had then lately entered into a Treaty with the ſaid Lord Biſhop of *London*, and with the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*,

with the Consent of the said Sir *John Morshead* and Dame *Elizabeth* his Wife, and *Robert Thistlethwayte* and *Selina* his Wife, for a Lease, renewable as therein-after is mentioned, of certain Pieces or Parcels of Land or Ground situate, lying, and being in the Parish of *Paddington* aforesaid, therein-after more particularly mentioned and described, (being Part of the Hereditaments and Premises belonging to the Bishoprick of *London*, comprized in the said Indenture of Lease, of which no Underlease or Leases had then been granted in pursuance of the said Act), for the Purpose of carrying and extending the said intended Navigable Cut from the Grand Junction Canal in the Precinct of *Norwood*, to *Paddington* aforesaid, into and through the same Lands and Grounds; and in order to make, build, erect, and set up, such and so many Wharfs, Quays, Houses, Warehouses, Weighing Beams, Reservoirs of Water, Engines, Machines, Docks, Water Works, and other Works, Ways, Roads, and Conveniences, as and when the said Company of Proprietors, their Successors or Assigns should think proper and convenient, in, over, upon, and through the said Lands and Grounds, such Wharfs, Quays, Houses, Warehouses, and other Erections, Buildings, and Works, or any of them, not to be subject or liable to the Operations of or Regulations contained or to be contained in any Act or Acts of Parliament respecting Buildings, or to the Controul, Management, or Interference of any Surveyor or Surveyors, or other Person or Persons claiming or exercising, or who may claim or exercise any Authority or Power under or by virtue of any such Act or Acts of Parliament, but the same to be under the Controul, Management, and Direction of the said Company of Proprietors, their Successors or Assigns, or their Agents or Surveyors respectively only; it was therefore by the Articles now in Recital witnessed, that it was covenanted, concluded, agreed, and declared to be the true Intent and Meaning thereof, and of all the said Parties thereto, and the said Sir *John Morshead* for himself, his Executors, Administrators, and Assigns, and for the said *Dame Elizabeth* his Wife, and the said *Robert Thistlethwayte* for himself, his Executors, Administrators, and Assigns, and for the said *Selina* his Wife, and the said Sir *John Morshead* and *Robert Thistlethwayte*, also for the said *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them, his Executors, Administrators, and Assigns, and the said *Beilby* Lord Bishop of *London*, for himself and his Successors, did thereby severally covenant, promise, and agree to, and with the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, that the said *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them, his Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being, of the Pieces or Parcels of Land and Hereditaments thereby agreed to be demised, should and would demise, lease, and to Farm let, and the said Sir *John Morshead* and Dame *Elizabeth* his Wife, and the said *Robert Thistlethwayte* and *Selina* his Wife, and also the said *Beilby* Lord Bishop of *London*, and his Successors, should and would ratify and confirm unto the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, all those several Pieces or Parcels of Land or Ground situate, lying, and being in the Parish of *Paddington* and County of *Middlesex* aforesaid, in the now reciting Articles particularly mentioned and described, and shewn in a Plan to the said Articles annexed, by the Letters A B C D E E F G H I, containing together by Admeasurement Forty Acres Two Roods and Thirty-seven Perches, or thereabouts,

thereabouts, be the ſame more or leſs, and which ſaid ſeveral Pieces or Parcels of Land are in the ſaid Plan laid down, and to the ſaid in part recited Articles annexed, and coloured with a Yellow Colour, and for Accuracy ſake are alſo coloured Yellow in the Plan hereto annexed; and alſo ſo much and ſuch Part and Parts of certain other Cloſes, Pieces, or Parcels of Ground incloſed, ſituate, lying, and being in the Pariſh of *Paddington*, and County of *Middleſex* aforeſaid, as might be neceſſary for making, forming, and completing the ſaid intended Navigable Cut, Towing Paths, Baſon, and other Works in and through the ſame, as delineated and deſcribed in the ſaid Plan to the ſaid in part recited Articles annexed, and therein ſhewn by the Letters K L M N P; all which ſaid ſeveral laſt mentioned Pieces or Parcels of Ground in and by the ſaid in part recited Articles agreed to be demiſed for making, forming, and completing the ſaid Navigable Cut, Towing Paths, and other Works, in and through the ſaid ſeveral Cloſes or Grounds incloſed, agreeable to the Powers contained in the ſaid Act of Parliament for making the Navigable Cut from the Grand Junction Canal in the Precinct of *Norwood*, in the ſaid County of *Middleſex*, to *Paddington* in the ſaid County, contain together by Admeaſurement, including the ſaid intended Towing Path, Seven Acres and Two Roods, or thereabouts, were the ſame more or leſs; and which ſaid ſeveral Pieces or Parcels of Land laſt mentioned are in the ſaid Plan coloured Green, to diſtinguiſh the ſame, and for Accuracy ſake are alſo coloured Green in the Plan hereto annexed; all which ſaid Pieces or Parcels of Land and Hereditaments by the ſaid in part recited Articles agreed to be demiſed, are and were intended to be over and above the Number of Acres by the ſaid firſt above recited Act limited for building on, to hold from the Twenty-ninth Day of *September* then laſt paſt until the Twenty-firſt Day of *May*, which will be in the Year of our Lord One thouſand eight hundred and ninety-four, at the Rents, on the Terms, and ſubject to the Reſtrictions, Conditions, Proviſoes, Reſervations, and Covenants in the ſaid now reciting Articles thereafter and herein in part mentioned; and alſo ſhould and would renew, ratify, and confirm the ſame Leaſe upon the Twenty-third Day of *May*, which would be in the Year of our Lord One thouſand eight hundred and forty-five, on Payment or Tender of a Fine of Twenty Shillings to the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them, his Executors, Adminiſtrators, and Aſſigns, and the Leſſees or Leſſee for the Time being, for a further Term of Ninety-nine Years, bating one Day, to commence and be computed from the Twenty-ſecond Day of *May*, which would be in the Year of our Lord One thouſand eight hundred and forty-five, and ſo ſhould and would continue to renew, ratify, and confirm the Leaſe for the Time being, ſo to be granted for a further Term of Ninety-nine Years, bating one Day at the End of the firſt Fifty Years next after the Commencement of every ſuch reſpective Leaſe, ſo thereby meant and intended to be thereafter continued to be granted by Way of Renewal at the End of every ſaid firſt Fifty Years, on Payment or Tender of ſuch Fine as aforeſaid, at and under certain yearly Rents thereby agreed to be reſerved and made payable in and by ſuch Leaſe ſo to be firſt granted, and in and by all ſuch Leaſes ſo to be renewed as aforeſaid, which ſaid yearly Rents, amounting together to the Sum of Eight hundred and eighty-four Pounds, are and were to be paid by the ſaid Company of Proprietors, their Succeſſors and Aſſigns, free and clear from all Taxes and Outgoings whatſoever, to the ſaid Leſſors, in the Proportions following; *videliçet*, One Third

Part

Part thereof, being Two hundred and ninety-four Pounds Thirteen Shillings and Four-pence, unto the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, and the remaining Two Third Parts, being the Sum of Five hundred and eighty-nine Pounds Six Shillings and Eight-pence, to the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, or the Survivors or Survivor of them, his Executors, Adminiſtrators, or Aſſigns; or the Truſtees or Truſtee of the ſaid Eſtate, as Leſſees or Leſſee thereof under the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, their or his Executors, Adminiſtrators, or Aſſigns, in Truſt as to One Moiety of the ſaid Two Third Parts, for the Perſon or Perſons to whom the ſame ought to go or belong, under and by virtue of a certain Indenture of Releaſe of the Fifth Day of *July* One thouſand ſeven hundred and eighty-two, (in the firſt above recited Act mentioned); and as to the other Moiety of the ſaid Two Third Parts, in Truſt for the Perſon or Perſons to whom ſuch laſt-mentioned Moiety ought to belong, under and by virtue of a certain Indenture of Releaſe of the Fourth Day of *March* One thouſand ſeven hundred and eighty-three, alſo in the ſame Act mentioned; ſuch yearly Rents to be paid and payable on the Twenty-fifth Day of *December*, the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, and the Twenty-ninth Day of *September* in every Year, by equal Payments, and under and ſubject to certain Reſtrictions, Conditions, Proviſoes, Powers, Reſervations, and Covenants for the better ſecuring and enforcing the due and regular Payment of the ſaid Rents, and other Purpoſes in the ſaid recited Articles of Agreement mentioned and ſpecified, and thereby agreed to be inſerted and contained in ſuch Indenture of Leaſe, and all and every ſuch Leaſe and Leaſes ſo to be granted and renewed to the ſaid Company of Proprietors: And whereas it was found to be for the Benefit of all the ſaid Parties to the ſaid recited Articles of Agreement, and alſo of public Utility, that the ſame ſhould be ratified and confirmed by Parliament, and accordingly in and by a certain Act of Parliament made and paſſed in the Thirty-eighth Year of the Reign of His ſaid Majeſty, intituled *An Act for confirming and carrying into Execution certain Articles of Agreement made and entered into between* Beilby *Lord Biſhop of* London, Thomas Wood *Eſquire*, *Sir* John Frederick *Baronet*, *and* Arthur Stanhope *Eſquire*, *Sir* John Morſhead *Baronet*, *and Dame* Elizabeth *his Wife*, *and* Robert Thiſtlethwayte *Eſquire*, *and* Selina *his Wife*, *and the Company of Proprietors of the Grand Junction Canal*, *and for other Purpoſes therein mentioned*, it is (amongſt other Things) enacted, that the ſaid Articles of Agreement ſo made and entered into as aforeſaid, ſhould be, and the ſame were thereby abſolutely ratified, confirmed, and eſtabliſhed, and be binding and concluſive upon all Parties whomſoever: And whereas in purſuance of the ſaid Act, and in and by certain Indentures of Leaſe of Four Parts, bearing Date on or about the Firſt Day of *June* in the Year of our Lord One thouſand ſeven hundred and ninety-eight, and made or expreſſed to be made between the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, of the Firſt Part; the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and *Robert Thiſtlethwayte* and *Selina* his Wife, of the Second Part; the ſaid *Beilby* then Lord Biſhop of *London*, of the Third Part; and the ſaid Company of Proprietors of the Grand Junction Canal, of the Fourth Part; the ſaid *Thomas Wood*, Sir *John Frederick*, and *Arthur Stanhope*, have demiſed, leaſed, and to Farm letten; and the ſaid Sir *John Morſhead*, Dame *Elizabeth* his Wife, and the ſaid *Robert Thiſtlethwayte* and *Selina* his Wife, by

the

the ſame Indentures duly executed, under their Hands and Seals; and the ſaid *Beilby* then Lord Biſhop of *London*, by the ſame Indentures under his Epiſcopal Seal, have ratified and confirmed unto the ſaid Company of Proprietors, their Succeſſors and Aſſigns, all and ſingular the ſaid Pieces or Parcels of Land and Hereditaments mentioned and comprized in the ſaid recited Articles of Agreement, and thereby agreed to be demiſed and leaſed to the ſaid Company as aforeſaid, with their and every of their Rights, Members, and Appurtenances, to hold for ſuch Term or Number of Years, and with ſuch Renewal at ſuch Rents, and on the Terms, and ſubject to the Reſtrictions, Conditions, Powers, Reſervations, and Covenants, as in the ſaid recited Articles of Agreement are mentioned and contained, as in and by the ſame Articles, Act of Parliament, and Leaſe, on Reference thereunto had, may more fully and at large appear: And whereas by an Act of Parliament paſſed in the Forty-fourth Year of the Reign of His preſent Majeſty, intituled *An Act for altering and amending* 44 G. 3. *an Act of Parliament 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, and for granting further Powers the better to carry into Execution the Purpoſes of the ſaid Act*,' the ſaid *Frederick Triſe Morſhead* and *Henry Frederick Thiſtlethwayte*, ſince deceaſed, were appointed Truſtees in the Room and Place of *Thomas Wood* deceaſed, and 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 recited Act: And whereas in and by another Act of Parliament paſſed in the Forty-eighth Year of the Reign of His ſaid preſent Majeſty, intituled *An Act for altering and enlarging the Powers of ſeveral Acts paſſed in the* 48 G. 3. *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*, it was enacted, that ſo much of the ſaid firſt recited Act of the Thirty-fifth Year of the Reign of His preſent Majeſty, as was therein-after recited; (that is to ſay), that notwithſtanding any Thing in the ſaid firſt recited Act contained, it ſhould 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 Truſtee or Truſtees 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, ſhould be repealed, and the ſame was thereby repealed: And whereas for the better and more effectually carrying the ſeveral Views, Purpoſes, and Intentions of the Parties to the ſaid recited Articles of Agreement and Leaſe, made in purſuance thereof, and alſo theſe Preſents, into Execution and Effect, it has been found expedient and proper, for general Convenience, that certain further Quantities of Land of the ſaid Lord Biſhop of *London* and his ſaid Leſſees, ſituate in the Pariſh of *Paddington* aforeſaid, and belonging to the Biſhoprick of *London*, ſhould be demiſed and leaſed by the ſaid Lord Biſhop of *London* and his ſaid Leſſees to the ſaid Company of Proprietors, for and during the like Term of Years,

and renewable in like Manner as in the ſaid in part recited Leaſe is granted and covenanted, and agreed to be renewed, and ſubject to the like Reſtrictions, Conditions, Powers, and Covenants as are mentioned and expreſſed in the ſaid Leaſe of and concerning the ſaid Pieces or Parcels of Land thereby already demiſed to the ſaid Company, and as herein-after alſo is mentioned, except as far as the ſame ſhall or may be altered or rendered of no Effect by virtue of theſe Preſents; and alſo that certain Exchanges ſhould take place and be made by and between the ſaid Lord Biſhop of *London* and his Leſſees, and the ſaid Company of Proprietors, of Lands reſpectively belonging to them in the Pariſh of *Paddington* aforeſaid, and as are herein-after more fully deſcribed and intended to be ſo exchanged; now therefore theſe preſent Articles witneſs, that it is covenanted, concluded, agreed, and declared to be the true Intent and Meaning of theſe Preſents, and of all the ſaid Parties hereto, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, for themſelves, and the Survivors and Survivor of them, his Executors, Adminiſtrators, and Aſſigns, do hereby covenant and agree, and the ſaid *John* Lord Biſhop of *London*, for himſelf and his Succeſſors, and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and alſo the ſaid *Selina Thiſtlethwayte*, for themſelves, their Executors, Adminiſtrators, and Aſſigns, do hereby conſent and agree to and with the ſaid Company of Proprietors of the Grand Junction Canal, their Succeſſors and Aſſigns, in Manner following; (that is to ſay), that they the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, and the Survivors and Survivor of them, his Executors, Adminiſtrators, and Aſſigns, and the Truſtees or Truſtee for the Time being of the Pieces or Parcels of Land and Hereditaments hereby agreed to be demiſed, ſhall and will demiſe, leaſe, and to Farm let, and alſo the ſaid Lord Biſhop of *London*, and his Succeſſors, and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and the ſaid *Selina Thiſtlethwayte*, their Executors, Adminiſtrators, or Aſſigns, ſhall and will ratify and confirm unto the ſaid Company of Proprietors of the Grand Junction Canal, their Succeſſors and Aſſigns, all thoſe Five ſeveral Pieces or Parcels of Land lying Southwardly and Southweſtwardly of and adjoining to the Lands heretofore demiſed by the ſaid recited Leaſe of the Firſt Day of *June* One thouſand ſeven hundred and ſeventy-eight, and containing in the Whole Five Acres Two Roods and Four Perches, or thereabouts, being further Parts of the ſeveral Fields in the ſaid Leaſe, called by the ſeveral Names of *Homefield*, *Pondfield*, *Broomfield*, *Linneys Eight Acres*, and *Linneys Four Acres*, which ſaid Five ſeveral Pieces of Land abut Northwardly on Lands demiſed by the ſaid recited Leaſe; Southwardly on other Parts of the ſaid *Homefield*, *Pondfield*, and *Broomfield*; Eaſtwardly, in part on the ſaid Lands ſo demiſed, and in other part on the *Edgeware Road*; and Weſtwardly, on Land called *The Lower Field*, late the Property of *James Crompton* Eſquire, which ſaid Five ſeveral Pieces are lettered A B C D E, on the Plan hereto annexed; and alſo all thoſe Two Pieces or Parcels of Land forming a Triangle, and containing together One Acre Two Roods and Twenty-five Perches and an Half, lying Weſtward of and adjoining to other Part of the Lands demiſed by the ſaid recited Leaſe, being further Part of the Fields called the *Ten Acres* and *Brewers Cloſe*, and abutting Eaſt on the Lands demiſed by the ſaid Leaſe and *Crompton's Lower Field* aforeſaid; and Weſt on other Part of the ſaid Fields called the *Ten Acres* and *Brewers Cloſe*, and which ſaid Two Pieces are lettered F G on the ſaid Plan; and alſo all thoſe Eight

Pieces

Pieces or Parcels of Land, containing by Admeasurement Two Acres and Thirty-five Perches, or thereabouts, being Part of the Fields called the *Hither Eleven Acres*, the *Farther Eleven Acres*, and the *Farther Nine Acres*, adjoining East and West to the Land demised by the said recited Lease, for continuing the Line of the said Canal, one of which said Eight Pieces is now laid into and forms Part of the new Road leading from the Bridge over the said Canal, on the North-west End thereof, and the other Seven Pieces are now laid into and form a Part of the said Canal and the Towing Paths thereof, and which said Eight Pieces are lettered K K K K L L M M on the said Plan; and also all that Piece or Parcel of Land containing Six Acres, or thereabouts, being the Northward Piece of the Field called the *Farther Nine Acres*, adjoining South-westward to the Land demised by the said recited Lease, and now forming Part of the Line of the said Canal, and the Towing Path on the South-west Side thereof, and is bounded thereby on the North-east, and on the North and West by the *Westbourne* Stream, and on the South by other Part of the said Field called the *Further Nine Acres*, and which said Pieces is lettered M m on the said Plan; and also all that Piece or Parcel of Land containing Six Acres and Sixteen Perches, being the Northward Part of the Field called the *Farther Eleven Acres*, bounded on the South-west by the said Towing Path and Canal; North in part by the aforesaid Stream, and in other Part by a Field called the *Hither Seven Acres*, North-east by the Land called the *Upper Slip*, and South-eastwardly by other Part of the said Field called the *Farther Eleven Acres*, and which said Piece is lettered L l on the said Plan; and also all those Two Pieces or Parcels of Land called *Desboroughs*, containing Fourteen Acres One Rood and Three Perches, lying on each Side of the Continuation of the said Line of Canal, and abutting East and South-east upon the before-mentioned Stream; South by Lands belonging to *John White* Junior; Westwardly on Lands also belonging to the said *John White*, Part whereof was formerly waste, and other Part was lately the Property of *William Godfrey*; and Northward by Lands belonging to the Dean and Chapter of *Westminster*, and now in Lease to the Representatives of Sir *James Stonehouse*, which said Two Pieces are lettered N N on the said Plan; and also all those Four Pieces or Parcels of Land, containing by Admeasurement One Rood or thereabouts, being Part of the Fields called the *Upper Slip Church Field*, and *Parsons Field*, and also Part of a Garden, late in the Occupation of *Johnson*, and now of the Dowager Baroness Lady *De Clifford*, bounded on the East and North by other Parts of the said Fields and Garden, and on the South and West by the *Harrow Road*, and which said Pieces are thrown into and now form Part of the said Road, and are lettered O O O O on the said Plan; all which said several Pieces lettered A B C D E F G K K K K L L M M M m L l N N O O O O on the said Plan, and coloured Red, contain together by Admeasurement Thirty-six Acres and Three Perches and an Half, and are situate in the Parish of *Paddington* aforesaid, and are intended to be over and above the Number of Acres by the said first recited Act limited for building upon, to hold from the Twenty-fifth Day of *March* last, until the Twenty-first Day of *May*, which will be in the Year of our Lord One thousand eight hundred and ninety-four, at the Rents, on the Terms, and subject to the Restrictions, Conditions, Powers, Provisoes, Reservations, and Covenants, herein-after mentioned; and also shall and will renew, ratify, and confirm the same Lease, upon the Twenty-third Day of *May*, which will be in the Year of our Lord One thousand eight hundred and forty-five, on Payment or Tender of a Fine of Twenty Shillings to the said Sir *John Frederick*

derick, Arthur Stanhope, and *Frederick Treise Morshead*, and the Survivor of them, his Executors, Administrators, and Assigns, and the Lessees or Lessee for the Time being, for a further Term of Ninety-nine Years, bating One Day, to commence and be computed from the Twenty-second Day of *May*, which will be in the Year of our Lord One thousand eight hundred and forty-five; and so shall and will continue to renew, ratify, and confirm the Lease for the Time being, so to be granted for a further Term of Ninety-nine Years, bating One Day, at the End of the first Fifty Years next after the Commencement of every such respective Lease so hereby meant and intended to be hereby and hereafter continued to be granted, by Way of Renewal at the End of every said first Fifty Years, on Payment or Tender of such Fine as aforesaid; and it is hereby further agreed by and between the said Parties to these Presents that there shall be reserved in and by such Lease so to be first granted, and in and by all and every such Leases so to be renewed as aforesaid, the yearly Rents herein-after mentioned, free and clear of and from all and all Manner of Taxes now charged or chargeable upon the said Lands and Premises hereby agreed to be demised as aforesaid, or that shall or may hereafter be imposed upon, or for or in respect of the said Premises, by Authority of Parliament, or otherwise howsoever, and free and clear of and from all other Deductions and Outgoings whatsoever; and to be paid and payable in the Manner and in the Proportions following; that is to say, for the first Year ending on the Twenty-fifth Day of *March* One thousand eight hundred and twelve, the Rent or Sum of Four hundred and twenty-seven Pounds Three Shillings; and for the Second Year, ending on the Twenty-fifth Day of *March* One thousand eight hundred and thirteen, the like Rent or Sum of Four hundred and twenty-seven Pounds Three Shillings; and for the next Year, ending the Twenty-fifth Day of *March* One thousand eight hundred and fourteen, the Rent or Sum of Four hundred and fifty-five Pounds Fifteen Shillings; and for the next Year, ending the Twenty-fifth Day of *March* One thousand eight hundred and fifteen, the Rent or Sum of Four hundred and eighty-four Pounds Seven Shillings; and for the next Year, ending the Twenty-fifth Day of *March* One thousand eight hundred and sixteen, the Rent or Sum of Five hundred and twelve Pounds Nineteen Shillings; and for the next Year, ending the Twenty-fifth Day of *March* One thousand eight hundred and seventeen, the Rent or Sum of Five hundred and forty-one Pounds Eleven Shillings; and for the next Year, ending the Twenty-fifth Day of *March* One thousand eight hundred and eighteen, the Rent or Sum of Five hundred and seventy Pounds Three Shillings; and for each succeeding Year of the said Term so to be first granted, the full Rent or Sum of Five hundred and seventy Pounds Three Shillings, and the full yearly Rent or Sum of Five hundred and seventy Pounds Three Shillings, for every succeeding Year to be granted by each and every such renewed Lease from the Commencement to the End thereof, One Third Part of the said yearly Rents or Sums before mentioned, to be paid and payable to the said Lord Bishop of *London*, and his Successors for the Time being, and the remaining Two Third Parts of the said several Sums last before-mentioned to be paid and payable in like Manner to the said Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treise Morshead*, and the Survivor of them, his Executors, Administrators, or Assigns, or the Trustees or Trustee for the Time being, their or his Executors, Administrators, or Assigns, all such yearly Rents or Sums herein-before mentioned to be paid and payable on the Twenty-fourth

Day

Day of *June*, the Twenty-ninth Day of *September*, the Twenty-fifth Day of *December*, and the Twenty-fifth Day of *March* in every Year, by even and equal Payments, the First Payment thereof to begin and be made on the Twenty-fourth Day of *June* next enſuing the Day of the Date hereof; and it is hereby further agreed, that until ſuch firſt Leaſe ſhall be ſo made and granted as aforeſaid, the ſaid Company of Proprietors, their Succeſſors and Aſſigns, ſhall and will well and truly pay or cauſe to be paid the ſaid ſeveral herein-before mentioned Rents, and every of them ſo meant and intended to be reſerved in and by ſuch Leaſe and Leaſes, unto the ſaid Lord Biſhop of *London* and his Succeſſors, and unto the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, in Truſt as aforeſaid, in the Proportions aforeſaid, and upon the Days herein-before mentioned for Payment thereof, and according to the true Intent and Meaning of theſe Preſents; and alſo until ſuch firſt Leaſe ſhall be ſo made and granted as aforeſaid, the ſaid Company of Proprietors, their Succeſſors and Aſſigns, ſhall quietly hold, uſe, occupy, poſſeſs, and enjoy the ſaid ſeveral Pieces or Parcels of Land or Ground, Hereditaments and Premiſes herein-before mentioned and agreed to be demiſed and leaſed as aforeſaid under this Agreement, and ſhall receive and take to their own Uſe and Benefit the Rents, Iſſues, and Profits thereof, from the ſaid Twenty-fifth Day of *March* laſt, according to the true Intent and Meaning of theſe Preſents; and it is hereby further agreed, that there ſhall be inſerted in ſuch Leaſe a covenant that the ſaid Leſſees or Leſſee for the Time being of the ſaid Premiſes under the ſaid Lord Biſhop of *London* and his Succeſſors, ſhall and will, on a Surrender of ſuch Leaſe ſo to be firſt granted, and a Tender of a Fine of Twenty Shillings, upon the Twenty-ſecond Day of *May*, which will be in the Year of our Lord One thouſand eight hundred and forty-five, renew, and that the ſaid Lord Biſhop and his Succeſſors will ratify and confirm the ſame Leaſe for a further Term of Ninety-nine Years, bating One Day, and from thenceforth continue to renew and ratify, and confirm the ſaid Leaſe for the Time being, ſo to be granted for a further Term of Ninety-nine Years, bating One Day, at the End of the firſt Fifty Years next after the Commencement of every ſuch Leaſe ſo hereby meant and intended to be hereafter continued to be granted by way of Renewal at the End of every ſuch firſt Fifty Years, on Payment or Tender of ſuch Fine as aforeſaid, in Manner aforeſaid; and that the laſt-mentioned Rent of Five hundred and ſeventy Pounds Three Shillings *per Annum*, and the Covenants for the further Renewal of ſuch renewed Leaſe, and alſo all ſuch other Covenants as are by this Agreement directed to be reſerved and made payable, and contained in ſuch firſt Leaſe ſo to be granted as aforeſaid, ſhall be reſerved and made payable and be contained in all and every ſuch renewed Leaſe and Leaſes; and moreover, that there ſhall be inſerted and contained in ſuch Indenture of Leaſe ſo to be firſt granted, and all and every ſuch Leaſe and Leaſes ſo to be granted and renewed to the ſaid Company as aforeſaid, all and every ſuch and the like Covenants, Powers, Proviſoes, Conditions, Reſtrictions, Clauſes, and Agreements as are inſerted and contained in ſuch Indenture of Leaſe ſo already granted, and all and every ſuch Leaſe and Leaſes ſo to be granted and renewed as therein mentioned, or ſuch Part or Parts thereof reſpectively, as ſhall or may in anywiſe be applicable to the Premiſes hereby agreed to be demiſed, and neceſſary and proper to be inſerted and contained in ſuch Leaſe

and Leaſes ſo hereby agreed to be granted and renewed to the ſaid Company as aforeſaid, according to the Intent and true Meaning of theſe Preſents; and alſo ſuch other Covenants, Powers, and Proviſoes as are herein-after alſo particularly mentioned, and particularly all ſuch as relate to, or concern, or are intended for the Purpoſes following; *videlicet*, for the better ſecuring and enforcing the due and regular Payments of the ſaid Rents hereby agreed to be reſerved to the ſaid Lord Biſhop of *London* and his Succeſſors, and his and their Leſſees or Leſſee for the Time being, by Diſtreſs and Sale, and Entry, and Perception of the Tolls, Rents, Profits, and Duties payable to the ſaid Company of Proprietors, and by Re-entry for Non-payment of ſuch Rents, or Non-performance of Covenants, and thereby rendering void theſe Preſents, and every Leaſe ſo to be granted, and every Covenant and Clauſe therein to be contained; and for compelling the ſaid Company, their Succeſſors and Aſſigns to bear a proportionate Part or Share with the ſaid original Leſſees of the ſaid Eſtate, their Executors, Adminiſtrators, and Aſſigns, of all Expences of paving, lighting, and watching any Streets, Squares, and Lanes, to be hereafter formed as in the ſaid recited Articles are mentioned, and for exonerating the ſaid Lord Biſhop of *London* and his Succeſſors from all ſuch Expences, and alſo for compelling the ſaid Company, their Succeſſors and Aſſigns to bear a proportionable Part or Share of the Expences of making and forming a Tunnel, Drain, or Sewer, from *Saint George's Row*, in the Pariſh of *Paddington*, through *Hyde Park*, to communicate with the *Bayſwater* Stream at *Knightſbridge*; and alſo of amending the ſaid Stream, from thence to the River *Thames*, if the ſame ſhould be thought expedient and neceſſary for the Purpoſe of procuring a general Out-fall or Drain for the *Paddington* Eſtate and the Lands contiguous, ſuch Proportion of the Expences of ſuch Out-fall to be aſcertained in Proportion to the Quantities of Ground occupied by the Proprietors of the *Paddington* Eſtate or their Tenants, other than the ſaid Company, and by the ſaid Company reſpectively, and ſituate between the *Uxbridge* Road on the South Side thereof, and the Canal Baſon on the North, and bounded on the Eaſt by the *Edgeware* Road, and Weſtward by a Line to be drawn from the ſaid South-weſt Corner of the ſaid Baſon to the *Bayſwater* Bridge; and that until ſuch Sewer or Out-fall ſhall be advanced farther Northward than *Saint George's Row*, the ſaid Company of Proprietors ſhall have Liberty at their ſole Expence, to form an open Channel, not exceeding Five Feet in Depth, and Twelve Feet in Width, acroſs the Lands of the ſaid Biſhop of *London* and his Leſſees, to communicate with ſuch Out-fall, ſuch Line of Sewer or open Channel to be pointed out by the Architect or Surveyor of the ſaid Lord Biſhop and his Leſſees; and alſo that all Sum or Sums of Money which ſhall or may be hereafter received by the ſaid Biſhop of *London* and his Succeſſors, and his Leſſees, their Executors, Adminiſtrators, or Aſſigns, for Communications which ſhall be hereafter made with the ſaid Sewer or Out-fall from Ground or Buildings of other Perſons, ſhall be divided between the ſaid Lord Biſhop and his Leſſees, and the ſaid Company of Proprietors, their reſpective Succeſſors, Executors, Adminiſtrators, and Aſſigns, in Proportion to their firſt Contribution as before-mentioned; alſo for indemnifying the ſaid Company of Proprietors, their Succeſſors and Aſſigns, and the Premiſes hereby agreed to be demiſed, and the Tenants and Occupiers thereof for the Time being, of, from, and againſt certain Payments mentioned in the ſaid recited Articles of Agreement,

and Act of Parliament for confirming the ſame; *videlicet*, a Chief Rent of Forty-three Pounds Six Shillings and Eight-pence, payable to the ſaid Lord Biſhop of *London* and his Succeſſors; a Penſion or annual Stipend of One hundred and twenty Pounds, payable to the Curate of the Pariſh of *Paddington* for the Time being; and an annual Sum of Fifteen Pounds, payable to the Church Wardens of the ſaid Pariſh of *Paddington* for the Time being; and of, from, and againſt all Claims and Demands on Account thereof, or of the Accommodation of the Surveyor or Steward of the ſaid Lord Biſhop and his Succeſſors on Account of Courts of Surveys, or for, or in reſpect of any Breach or Non-performance of Covenants in any Leaſe granted, and to be renewed to the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, as aforeſaid; alſo for enabling the ſaid Company of Proprietors, their Succeſſors, or Aſſigns, ſubject to the Reſtrictions which are contained in an Act of Parliament paſſed in the Fifty-firſt Year of the Reign of His preſent Majeſty for ſupplying with Water the Inhabitants of the Pariſh of *Paddington*, and the Pariſhes and Streets adjacent, and ſubject alſo to ſuch Reſtrictions as are expreſſed and contained in theſe Preſents, to demiſe, leaſe, or grant, or otherwiſe diſpoſe of all or any Part of the Premiſes to be comprized in ſuch Leaſe and Leaſes ſo to be granted and renewed to the ſaid Company as aforeſaid, and either for public or private Uſe, ſo as all Rents reſerved to the ſaid Company in like Manner as expreſſed in the ſaid recited Articles remain liable to anſwer the Rents to be reſerved in ſuch Leaſe and renewed Leaſes ſo to be made by virtue of theſe Preſents; and alſo for authorizing and empowering the ſaid Company of Proprietors, their Succeſſors and Aſſigns, to erect and build upon, and lay out and appropriate ſuch Part of the Land hereby agreed to be demiſed as is not expreſsly herein-after agreed to be ſet out for Streets or Openings, and the Erection of Houſes, as hereafter particularly mentioned, in ſuch Manner as they ſhall from Time to Time think meet and convenient, and as ſtipulated and agreed upon between the ſaid Parties to the ſaid herein-before in Part recited Articles of Agreement, and conformable to the Spirit, true Intent, and Meaning thereof, and of the ſaid Act of the Thirty-eighth Year of the Reign of His preſent Majeſty, and of the ſaid Plan hereto annexed; alſo, that there ſhall be inſerted in each Indenture of Leaſe, and in all and every ſuch Leaſe and Leaſes ſo to be granted and renewed to the ſaid Company of Proprietors, a Covenant for reſtraining the ſaid Company of Proprietors, or their Succeſſors, Agents, or Aſſignees, from laying any Rubbiſh, Earth, Stone, Gravel, Sand, or any Materials whatſoever to be dug out to form any Canals, Reſervoirs, or Baſons, or otherwiſe in carrying on their ſaid Works, upon any of the adjoining Lands or Grounds of the ſaid Lord Biſhop of *London*, and his Succeſſors or Leſſees as aforeſaid; and for more effectually preventing the ſame, and all Inconveniences and Damages which may be occaſioned thereby, as well as for other Purpoſes, there ſhall alſo be inſerted a Covenant or Covenants to compel the ſaid Company of Proprietors, their Succeſſors or Aſſigns, within Twelve Months from the Day of the Date of ſuch firſt new Leaſe to be granted as aforeſaid, (if required ſo to do by the ſaid Lord Biſhop of *London* and his Succeſſors, and his or their Leſſee or Leſſees, their Executors, Adminiſtrators, or Aſſigns), at the Coſts and Charges of the ſaid Company or their Succeſſors, to lay open, form, and make paſſable for Horſes, Carts, and Carriages of every Deſcription, and keep in good Repair, for public Uſe and Convenience, certain Streets delineated

delineated and ſet forth in the Plan hereunto annexed, called *Grand Junction Street*, extending from the *Edgeware* Road to the *Uxbridge* Road at *Bayſwater*, being about One thouſand Yards, of the Width of Thirty Feet at the leaſt; and alſo *London Street*, extending from the ſaid Street called *Grand Junction Street*, to the Foot of the Bridge between *Paddington* and *Weſtbourne Green*, on the *Harrow* Road, being about Nine hundred Yards, of the Width of Twenty-five Feet at the leaſt; and that until ſuch Streets ſhall be ſo formed and made paſſable, or the Buildings erected as herein-after is mentioned, they the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall ſufficiently fence in the ſaid Lands and Grounds hereby covenanted to be demiſed, with Poſts and Rails; and alſo, that they the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall and will, within Ten Years from the Day of the Date of theſe Preſents, at their own Coſts and Charges, ſet out and form upon the Grounds of the ſaid Company, Four hundred and ninety-eight Feet Northward from *Grand Junction Street*, ſo agreed to be ſet out as aforeſaid, and parallel therewith, a certain other Street or Way, of not leſs than Fifty Feet in Width between the Buildings which may be erected on each Side thereof, from the *Edgeware* Road in a direct Line Weſtward, to communicate with a Street intended to be called *Spring Street*, and alſo delineated on the ſaid Plan hereto annexed, except ſuch Part of the ſaid Street ſo intended to be called *Spring Street*, as ſhall be bounded on one Side by the Lands of the ſaid Lord Biſhop of *London*, and his Leſſees, which Part ſhall be formed at the joint Expence of the ſaid Company, their Succeſſors or Aſſigns, and of the ſaid Biſhop and his Leſſees, and of the like Width; and that the ſaid Company, their Succeſſors or Aſſigns, ſhall lay open Twenty-five Feet of Land for that Purpoſe; and alſo ſuch other Way or Ways, Street or Streets, not leſs than Fifty Feet Wide, as are alſo delineated and ſet forth on the ſaid Plan, and which are intended to communicate from *London Street* aforeſaid to and with the Towing Path on the Weſt Side of the Canal, and which by theſe Preſents are alſo contracted to be demiſed; and that the Levels of all ſuch Streets and Communications as are before mentioned ſhall not be interfered with or altered, but the ſaid Levels are to remain in the ſame State they were in on the ſaid Twenty-fifth Day of *March* laſt, unleſs ſuch Alteration be made with the mutual Conſent of the Parties hereto, or to ſuch Leaſe or Leaſes ſo to be granted and renewed as aforeſaid; and that all ſuch Streets and Communications ſhall be conſtantly open and free for all Manner of Perſons whomſoever, with or without Horſes, Carts, and Carriages, to go, paſs, or repaſs in, through, and over the ſame, free and unmoleſted, and not liable to any Toll or Tolls whatſoever for ſo doing, or to any private Bar or Gate to obſtruct or hinder ſuch free Paſſage or Communication; and alſo a Covenant or Covenants to compel the ſaid Company of Proprietors, their Succeſſors or Aſſigns, that when any Erections or Buildings ſhall be made or ſet up on the North Side of *Grand Junction Street*, the ſame Buildings ſhall be erected parallel therewith, and Fifty Feet Northward from the North Side of the ſaid Street, and ſhall be built of Brick, and as Dwelling Houſes only, fronting Southward, of an uniform Deſcription, and according to the Building Act, and of not leſs than Forty-five Feet in Height from the Level of the ſaid Street, with Garden or Gardens in the Front of ſaid Buildings, and incloſed with an open Iron Railing on Stone Kirbs, or on Dwarf Walls, in the whole of not leſs than Six Feet in Height next the

Footway;

Footway; and that all Out-buildings and Offices appurtenant to such Buildings shall be erected on the North Side of such Buildings; and that no public Show of Trade or Business shall be carried on in the said Houses or Gardens, but that the same shall be kept and used for Dwelling Houses and Pleasure Gardens only; and that in the mean Time and until the said Houses and Gardens shall be so formed, the Ground to be appropriated thereto shall not be used for any mean, annoying, or offensive Purposes; and also a Covenant, that when the said Company of Proprietors, their Successors or Assigns, shall erect and build any Houses on the East Side of *London Street*, such Houses or Buildings shall be erected of not less than the Third Rate of Buildings, Three square Stories in Height above the Surface Level of the said Street, and of an uniform Description, and according to the Building Act, with Areas Five Feet wide on their West Fronts against the said Street, and inclosed with open Iron Railing; also, a Covenant or Covenants on the Part of the said Lord Bishop of *London*, or his Successors, and his or their Lessees, their Executors, Administrators, or Assigns, that they the said Lord Bishop or his Successors, or his or their Lessees, their Executors, Administrators, or Assigns, shall and will join and concur with the said Company of Proprietors, their Successors or Assigns, in laying open and forming the Streets before-mentioned, called *Grand Junction Street* and *London Street*, and shall and will lay open, for the Purposes of forming the said Street called *Grand Junction Street*, Thirty Feet in Breadth of Ground in addition to the Thirty Feet already contracted to be laid open by the said Company of Proprietors, and for the said Street called *London Street* Twenty-five Feet of Ground in addition to the Twenty-five Feet already contracted to be laid open by the said Company of Proprietors, including the respective Areas on each Side of *London Street* aforesaid; and also shall and will within Ten Years, or as soon as the said Company of Proprietors shall have laid open the said Street called *Spring Street*, lay open for the Purpose of forming such Part of the said Street as is before-mentioned, Twenty-five Feet of Ground in addition to the Twenty-five Feet to be laid open by the said Company; and also that the said Lord Bishop of *London* or his Successors, and his or their Lessees, their Executors, Administrators, or Assigns, shall and will, when and so soon as any Erections or Buildings shall be agreed to be erected and built on the South Side of *Grand Junction Street* aforesaid, cause the same to be built Fifty Feet from the Side of the said Street, of an uniform Description, of not less than Forty-five Feet in Height, and with Gardens before them, with open Iron Railings on Stone Kirbs or Dwarf Walls of not less than Six Feet in Height; and that no Trade or public Show of Business shall be carried on or exhibited in the Houses or Gardens: And also, that the said Lord Bishop of *London* or his Successors, and his and their Lessees, their Executors, Administrators, or Assigns, shall, within the Space of Fourteen Years from the Day of the Date of the First Indenture of Lease hereby contracted to be granted, make and form a Road-way of not less than Thirty Feet in Width, to communicate either from the *Harrow Road* or the *Edgeware Road*, whichever may be most suitable to the building Purposes of the said Lord Bishop of *London* and his Lessee or Lessees, with the Piece of Ground containing Six Acres and Sixteen Perches, Part of the Farther Eleven Acres, which said Piece of Ground is herein-before agreed to be demised to the said Company of Proprietors, their Successors or Assigns, provided the said Company of Proprietors, their Successors or Assigns, shall not erect or set up, and they do hereby agree not to erect or set up on the said Piece of

Ground, or any Part thereof, Houſes of a leſs Rent or Value than Fifty Pounds *per Annum*, excluſive of any Ground which may be occupied therewith, nor any Steam Engines, Tile Kilns, or any other Erection which may prove an Annoyance or an Injury to the adjoining Property; all which ſaid Covenants, Powers, Proviſoes, Conditions, Reſtrictions, Clauſes, and Agreements ſhall be ſo inſerted and contained in ſuch Firſt Indenture of Leaſe to be hereafter granted in purſuance hereof, and in all and every ſuch Leaſe and Leaſes ſo to be granted and renewed to the ſaid Company of Proprietors as aforeſaid, ſo far as the ſame may then be unexecuted, in ſuch and the like Manner, and as fully and effectually, to all Intents and Purpoſes, as if the ſaid ſeveral Covenants, Powers, Proviſoes, Conditions, Reſtrictions, Clauſes, and Agreements were repeated and ſet forth at large in this Agreement; and it is hereby agreed, that the ſaid Indenture of Leaſe, and the ſeveral Indentures of Renewal, ſhall contain ſuch other uſual and proper Covenants as may be thought fit and proper to be introduced therein for carrying the Intention of the ſaid Parties into complete Execution; and that there ſhall be Three Counterparts thereof reſpectively under the Common Seal of the ſaid Company of Proprietors, One of them to be delivered to the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, or to ſome Perſon or Perſons to be appointed by the ſaid Lord Biſhop of *London* and his Succeſſors to receive the ſame; and that Two other of ſuch Counterparts ſhall be delivered to the ſaid Truſtees or Leſſees of the ſaid Eſtate under the ſaid Lord Biſhop of *London* or his Succeſſors for the Time being, or their reſpective Executors, Adminiſtrators, or Aſſigns: And theſe preſent Articles moreover witneſs, that it is covenanted, concluded, agreed, and declared to be the true Intent and Meaning of theſe Preſents, and of all the Parties hereto, and the ſaid Company of Proprietors do hereby for themſelves, their Succeſſors and Aſſigns, covenant, promiſe, and agree to and with the ſaid *John* Lord Biſhop of *London* and his Succeſſors, and to and with the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, that they the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall and will, at or upon the Execution of ſuch Firſt Indenture of Leaſe as herein-before covenanted and agreed to be made and granted to the ſaid Company of Proprietors, at their own Coſts and Charges, aſſign, ſurrender, releaſe, and convey unto the ſaid Lord Biſhop of *London* and his Succeſſors, and to the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, in Exchange, all thoſe ſeveral Pieces or Parcels of Land, containing by Admeaſurement Two Acres Twenty-two Perches and a Half, or thereabouts, being Parts and Parcels of the Cloſes or Lands called *Hither Eleven Acres*, *the Slip*, and *Brewer's Cloſe*, and which, in and by the before-recited Indenture of Leaſe of the Firſt Day of *June* One thouſand ſeven hundred and ninety-eight, were granted and demiſed to the ſaid Company of Proprietors; *videlicet*, All that Piece or Parcel of Land lettered K b, and Part of K a, containing One Acre Two Roods and Three Perches, or thereabouts, being Part of the ſaid Cloſe called *Hither Eleven Acres*, and ſhewn on the Plan in the before-recited Indenture of Leaſe, by the Letter K, which ſaid Piece of Land is lettered K a K b in the Plan hereunto annexed; alſo all that other Piece of Ground containing Two Perches and Three Quarters or thereabouts, ſituate at the North-eaſt Angle of the Firſt Bridge on the *Harrow Road*, belonging to the ſaid Company, and Part of a Piece of Ground ſhewn on the ſaid

Plan

Plan in the before-recited Indenture of Leaſe by the Letter H, which ſaid laſt-mentioned Piece is lettered K c, and is Part of a Field called *The Upper Slip*; alſo all that other Piece or Parcel of Land lettered U, and containing Two Roods Two Perches and Three Quarters, or thereabouts, being Part of the ſaid Cloſe called *Brewer's Cloſe*, and Part of the ſaid Piece of Land ſhewn on the Plan in the before-recited Indenture of Leaſe by the Letter G, which ſaid Piece of Land is lettered K d on the Plan hereunto annexed; and alſo all that other Piece or Parcel of Land, containing Fourteen Perches or thereabouts, lettered on the ſaid Plan V v, being other Part of the ſaid Cloſe called *The Hither Eleven Acres*, and is Part of the ſaid Piece of Ground ſhewn in the ſaid Plan in the before-recited Indenture of Leaſe by the Letter I, which ſaid Four ſeveral Pieces or Parcels of Land, lettered K a K b K c K d in the ſaid Plan hereunto annexed and coloured Yellow, contain together Two Acres and Twenty-two Perches and an Half, are alſo ſituate in the ſaid Pariſh of *Paddington*, to hold the ſame unto and to the Uſe of the ſaid Lord Biſhop of *London* and his Succeſſors, and to the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, and the Truſtees or Truſtee for the ſaid Eſtate, in the ſaid Pariſh of *Paddington*, as Leſſees or Leſſee thereof under the ſaid Lord Biſhop of *London* and his Succeſſors for the Time being, their or his Executors, Adminiſtrators, or Aſſigns, in Exchange for Part of the Pieces or Parcels of Land next herein-after mentioned and deſcribed, and hereby agreed to be demiſed and leaſed by the ſaid Lord Biſhop of *London* and his ſaid Leſſees, to the ſaid Company of Proprietors, their Succeſſors and Aſſigns as aforeſaid, for ſuch Eſtates, Rights, and Intereſts, and ſubject to ſuch Truſts, Powers, and Authorities, as they the ſaid Lord Biſhop and his Succeſſors, and his and their Leſſees, their Executors, Adminiſtrators, or Aſſigns, would have held the Lands for which the Premiſes are to be given and conveyed to them, in Exchange as aforeſaid, if ſuch Leaſe had not been made: And theſe preſent Articles alſo witneſs, that it is covenanted, concluded, agreed, and declared to be the true Intent and Meaning of theſe Preſents, and of all the Parties hereto; and the ſaid Company of Proprietors do hereby for themſelves, their Succeſſors and Aſſigns, promiſe and agree to and with the ſaid *John* Lord Biſhop of *London*, and his Succeſſors, and to and with the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, That they, the ſaid Company of Proprietors, their Succeſſors or Aſſigns, ſhall and will, at their own Coſts and Charges, make out and ſhew a good, clear, and indefeaſible Title to, and they, and all other proper Parties ſhall and will, upon the Execution of the Leaſe herein-before agreed to, be granted by good and effectual Conveyances and Aſſurances in the Law, well and effectually grant and convey unto the ſaid Lord Biſhop of *London* and his Succeſſors, and to the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, their Executors, Adminiſtrators, and Aſſigns, in Exchange, all thoſe Three ſeveral Pieces or Parcels of Land or Ground, containing by Admeaſurement One Acre and Twenty-eight Perches, or thereabouts, Parts of a certain Cloſe herein-before deſcribed as the *Lower Field*, late the Property of *James Crompton* Eſquire, and ſhewn in the ſaid Plan hereunto annexed by the Letters X X and Y, and coloured Brown on the ſaid Plan, One of which ſaid Pieces is ſituate on the South Side of *Grand Junction Street* aforeſaid, and bounding South againſt *Hill Field*, Eaſt againſt *Broomfield*, and North upon the ſaid

Grand

Grand Junction Street, Part of which said Piece of Ground, of Thirty Feet in Width, on the North Side thereof, is intended to be laid into, and to form a Part of the said Street; one other of the said Pieces of a triangular Form, situate at the Westernmost Point of the said Field called *The Lower Field*, is bounded on the South by *Hill Field* aforesaid, on the West by *Broom Close*, and on the East by other Part of the said *Lower Field*, Part of which said Piece of Ground, of Twenty-five Feet in Width, along the East Side thereof, is also intended to be laid into, and to form a Part of a Street, intended to be called *Spring Street*; and the other of the said Pieces is situate on the West Side of a Street intended to be called *London Street*, and is bounded on the West by *Broom Close* aforesaid, and on the East by the said Street intended to be called *London Street*, on the South by other Part of the said Field called *The Lower Field*, and running in a Point to the North, a Part of which said last-mentioned Piece of Ground, of Twenty-five Feet in Width along the East and South Sides thereof, is intended to be laid into, and to form Parts of the said intended Street to be called *London Street*, and *Street*, which latter Street is herein-before covenanted to be laid open by the said Company from the *Edgeware Road*, to communicate with *Spring Street* aforesaid; and also all that other Piece of Land, containing One Rood and Fifteen Perches, and shewn on the Plan hereto annexed by the Letter W, being a small Part of the old Road or Highway leading from the *Edgeware* Turnpike towards *Westborne Green*, which has been some Time since diverted and turned by the said Company of Proprietors; which said Four several Pieces of Land, lettered X X Y and W, and coloured Brown, contain together One Acre Two Roods and Three Perches, and are situate, lying, and being in the Parish of *Paddington* aforesaid, and all the Right, Title, and Interest whatsoever of the said Company of Proprietors, their Successors or Assigns, or any other Person or Persons in Trust for them, of, in, or to the said last-mentioned Pieces or Parcels of Land or Ground, to hold the said Four Pieces or Parcels of Land or Ground last herein-before mentioned and described, to the said Lord Bishop of *London* and his Successors, and to the said Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treise Morshead*, their Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being of the said Estate, in the said Parish of *Paddington*, as Lessees or Lessee thereof, under the said Lord Bishop of *London*, and his Successors for the Time being, their or his Executors, Administrators, or Assigns, in Exchange for One Acre One Rood and Twenty-eight Perches of Land or Ground, Part of the Pieces or Parcels of Land or Ground herein-before mentioned and described, and hereby agreed to be demised and leased by the said Lord Bishop of *London* and his said Lessees to the said Company of Proprietors, their Successors and Assigns as aforesaid, and for such Estates, Rights, and Interests, and subject to such Trusts, Powers, and Authorities, as the said Lord Bishop and his Successors, and his or their said Lessees, their Executors, Administrators, or Assigns respectively, would have held the said Lands for which the Premises are agreed to be given and conveyed to them in Exchange as aforesaid, if such Lease had not been made: And these present Articles also witness, That it is covenanted, concluded, agreed, and declared to be the true Intent and Meaning of these Presents, and of all the Parties hereto, and the said Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treise Morshead*, for themselves, and the Survivors and Survivor of them, his Executors, Administrators, or Assigns, do hereby covenant, and the said *John* Lord Bishop of *London*,

for himself and his Succeſſors, and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and alſo the ſaid *Selina Thiſtlethwayte*, do hereby conſent and agree to and with the ſaid Company of Proprietors, their Succeſſors and Aſſigns, in Manner following; (that is to ſay), that they the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, and the Survivors and Survivor of them, his Executors, Adminiſtrators, and Aſſigns, and the Truſtees or Truſtee for the Time being of the Pieces or Parcels of Land herein-after agreed to be demiſed, ſhall and will demiſe, leaſe, and to farm let, and alſo the ſaid *John* Lord Biſhop of *London* and his Succeſſors, and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and the ſaid *Selina Thiſtlethwayte*, their Executors, Adminiſtrators, and Aſſigns, ſhall and will ratify and confirm to the ſaid Company of Proprietors, their Succeſſors and Aſſigns, in Exchange, all thoſe Two ſeveral Pieces or Parcels of Land or Ground, containing by Admeaſurement One Acre One Rood and Twenty-eight Perches or thereabouts, Part of certain Cloſes or Fields called *The Broom Cloſe* and *Hill Field*, and ſhewn in the ſaid Plan hereto annexed by the Letters Z Z, One of which ſaid Pieces, containing about Thirteen Perches, of a triangular Form, is Part of *Hill Field* aforeſaid, ſituate and adjoining to a Field called *The Lower Field* aforeſaid, Part of which, to the Extent of Thirty Feet on the Side of *Grand Junction Street*, and Twenty-five Feet on the Side of *Spring Street*, is to be laid into, and form a Part of the Street intended to be called *Grand Junction Street* and *Spring Street* aforeſaid, herein-before agreed to be formed by the ſaid Biſhop and his Leſſees, and the ſaid Company; and the other of the ſaid Pieces, meaſuring One Acre One Rood and Fifteen Perches, is bounded on the Weſt by a Street intended to be called *Spring Street*, on the Eaſt and South by the ſaid *Lower Field*, and on the North by the intended Street herein-before agreed to be laid open by the ſaid Company, and to communicate from the *Edgeware Road* aforeſaid with *Spring Street* aforeſaid, out of which ſaid laſt-mentioned Piece of Ground, Twenty-five Feet in Width, as well on the Weſt as on the North Sides thereof, are to be laid into, and to form a Part of the ſaid Street called *Spring Street* and *Street*, which ſaid Pieces of Land or Ground lettered Z Z, and coloured Red, are ſituate and being in the Pariſh of *Paddington* aforeſaid, to hold the ſame unto and to the Uſe of the ſaid Company of Proprietors, their Succeſſors and Aſſigns, in Exchange for the Two Pieces or Parcels of Land or Ground herein-before mentioned and deſcribed, containing together Six Acres Two Roods and Three Perches, and hereby agreed to be aſſigned and ſurrendered up by the ſaid Company of Proprietors, their Succeſſors or Aſſigns, to the ſaid Lord Biſhop of *London* and his Leſſees as aforeſaid, from the ſaid Twenty-fifth Day of *March* laſt until the Twenty-firſt Day of *May* which will be in the Year of our Lord One thouſand eight hundred and ninety-four, at the Rents, on the Terms, and ſubject to ſuch Reſtrictions, Conditions, Powers, Proviſoes, Reſervations, and Covenants herein-before mentioned, and alſo to ſuch Renewals as are herein-before alſo mentioned: And it is hereby further agreed, that the Coſts, Charges, and Expences attending the Treaty for the Leaſe and Exchanges hereby agreed to be made, the preparing and executing theſe Preſents, the Application to Parliament for confirming the ſame, the obtaining and paſſing the Act, the preparing and executing the ſaid Indenture of Leaſe and Counterparts thereof, and all ſuch Conveyances and Exchanges as aforeſaid, ſhall be borne and paid by the ſaid Company of Proprietors, their Succeſſors or Aſſigns; and it is hereby further declared and agreed, that

the said Company of Proprietors or their Successors shall, as soon as may be, apply for an Act of Parliament to ratify, confirm, and establish these Articles of Agreement: In witness whereof, to Two Parts of these present Articles, the Parties to these Presents, of the First, Second, and Third Parts, have set their Hands and Seals, and the said Company of Proprietors have set and affixed their Common Seal, the Day and Year first above written:" And whereas the said *Frederick Treise Morshead*, as the eldest Son of the said Sir *John Morshead* and Dame *Elizabeth* his Wife, on his attaining his Age of Twenty-one Years, became entitled to an absolute vested Interest in a Moiety of the said Leasehold Premises, comprised in the said recited Indenture of Lease of the Twenty-second of *May* One thousand seven hundred and ninety-five, subject to the Life Interest of his said Father and Mother, the said Sir *John Morshead* and Dame *Elizabeth* his Wife, therein: And whereas by a certain Indenture of Five Parts, bearing Date the Twenty-fourth Day of *December* One thousand eight hundred and four, and made between *James West* and *James Thomas* of the First Part, the said Sir *John Morshead* Baronet and Dame *Elizabeth* his Wife of the Second Part, the said *Frederick Treise Morshead* of the Third Part, *Archibald Elijah Impey* and *William Cosens* of the Fourth Part, and *George Lovibond* of the Fifth Part, the said Sir *John Morshead* assigned over all his Estate and Interest in the said Leasehold Premises unto his Son the said *Frederick Treise Morshead*: And whereas it is by the said recited Act passed in the Forty-fourth Year of the Reign of His present Majesty (among other Things) recited, that the said *Robert Thistlethwayte*, the eldest Son of the said *Robert Thistlethwayte* and *Selina* his Wife, died an Infant, under the Age of Twenty-one Years, and that the said *Alexander Thistlethwayte*, the Second Son of the said *Robert Thistlethwayte* and *Selina* his Wife, attained his Age of Twenty-one Years on or before the Sixth Day of *December* One thousand eight hundred, but afterwards, to wit, in the Month 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, next of Kin 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 whereas the said *Robert Thistlethwayte* the Father, by his said Will, gave and bequeathed (after Payment of certain Legacies) all his Real and Personal Estates unto his Brother-in-law, the Right Honourable *Philip* Earl of *Chesterfield*, the Reverend *Alexander Thistlethwayte*, *Arthur Stanhope* Esquire, and *William Strong* Esquire, upon Trust to retain the same in the State they were at his Death, or turn the same into Money by a Sale, and dispose of the same as to them and the Survivor of them, his Heirs, Executors, and Administrators should think fit, to and for the sole and absolute Use and Benefit of all his younger Children; *videlicet*, his Sons, the said *Thomas Thistlethwayte*, *Henry Frederick Thistlethwayte*, *Frederick Thistlethwayte*, and his said Daughter *Elizabeth Thistlethwayte*, or to such of them as should be living at his Decease, and not have then become an eldest Son, equally Share and Share alike: And whereas the said Testator *Robert Thistlethwayte*, at the Time of his Decease, left Three Sons; *videlicet*, the said *Thomas Thistlethwayte*, *Henry Frederick Thistlethwayte*, and *Frederick Thistlethwayte*, and One Daughter, *Elizabeth Thistlethwayte*, who respectively attained their Ages of Twenty-one Years: And whereas the said *Henry Frederick Thistlethwayte* departed

this Life on or about the Sixth Day of *May* in the Year One thouſand eight hundred and eleven, having made his laſt Will and Teſtament, bearing Date the Ninth Day of *July* One thouſand eight hundred and ſix, and thereby appointed *Mary Thiſtlethwayte* his Wife, and now his Widow, ſole Executrix of his ſaid Will, who duly proved the ſaid Will in the Prerogative Court of *Canterbury*: And whereas the ſaid *Frederick Thiſtlethwayte* was a Midſhipman in His Majeſty's Navy, and the Ship on board of which he was ſtationed is ſuppoſed to have foundered at Sea ſome Time after the Twenty-eighth of *July* One thouſand eight hundred and nine, and has not been heard of ſince that Period, and Adminiſtration to his Eſtate and Effects, bearing Date the Fourth Day of *December* One thouſand eight hundred and ten, was granted to the ſaid *Selina Thiſtlethwayte* Widow, as his natural and lawful Mother, and next of Kin: And whereas it is by the ſaid recited Act paſſed in the Forty-eighth Year of the Reign of His preſent Majeſty (among other Things) recited, that by Indenture of Aſſignment, bearing Date the Twenty-fourth Day of *July* One thouſand eight hundred and ſeven, and made between the ſaid *Eliza Mary Thiſtlethwayte* of the one Part, and the ſaid *Thomas Thiſtlethwayte* of the other Part; ſhe, the ſaid *Eliza Mary Thiſtlethwayte* aſſigned her One-ſixth Part or Share to which ſhe was entitled in her own Right, as the Widow and Aminiſtratrix of the ſaid *Alexander Thiſtlethwayte*, her late Huſband deceaſed, of and in the ſaid Leaſehold Premiſes, unto the ſaid *Thomas Thiſtlethwayte*, his Executors, Adminiſtrators, and Aſſigns, ſubject to the Life Eſtate of the ſaid *Selina Thiſtlethwayte* the Widow, therein: And whereas it would be for the mutual Benefit of the ſaid Lord Biſhop of *London* and his Succeſſors, the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, the ſaid *Selina Thiſtlethwayte*, *Thomas Thiſtlethwayte*, *Mary Thiſtlethwayte*, and *Elizabeth Thiſtlethwayte*, and of the ſaid Company of Proprietors of the Grand Junction Canal, and of great public Utility, to have the ſaid herein-before recited or mentioned Articles of Agreement of the Twenty-fourth Day of *March* laſt fully performed and carried into complete Execution: Yet the ſame cannot be finally ratified and confirmed, nor the ſeveral Covenants therein contained be made valid, binding, and concluſive on the ſeveral Parties to the ſaid Articles of Agreement; nor can they be carried into complete Effect and Execution, without the Aid and Authority of Parliament: Therefore Your Majeſty's moſt dutiful and loyal Subjects, the ſaid *John* Lord Biſhop of *London*, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treiſe Morſhead*, as ſuch Truſtees as aforeſaid; and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, *Frederick Treiſe Morſhead*, *Selina Thiſtlethwayte* Widow, *Thomas Thiſtlethwayte*, *Mary Thiſtlethwayte*, and *Elizabeth 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 the ſaid recited Articles of Agreement of the Twenty-fourth Day of *March* laſt, ſo made and entered into as aforeſaid, and every Clauſe, Covenant, Condition, Article, Matter, and Thing therein contained, ſhall be, and the ſame are and is are hereby abſolutely ratified, confirmed, and eſtabliſhed, as to, for, and concerning all and ſingular the Lands and Premiſes ſpecified and compriſed in the ſame Articles, and lettered A B C D E F G K K K K L L M M M m L I N N O O O O K a K b K c K d V v X X W Y Z, and Z in the Map or Plan to this Act;

Ratification of Articles of Agreement of 24th March 1812.

Act annexd; and ſhall be binding and concluſive upon all Perſons whomſoever, as fully and effectually as the ſame would have been if the ſame had been ſpecifically and ſeverally ſet forth and enacted in the Body of this Act: Save and except ſo much and ſuch Part of the ſaid Articles as directs that the Houſes and Buildings which ſhall be erected and built on the ſaid Lands thereby agreed to be demiſed, ſhall not be ſubject or liable to the Operation of or Regulations contained or to be contained in any Act or Acts of Parliament reſpecting Buildings.

II. Provided always, and be it enacted, That the ſaid recited Articles of Agreement of the Twenty-fourth Day of *March* laſt, ſo made and entered into as aforeſaid, ſhall be valid, binding, and concluſive upon the ſaid *Thomas Thiſtlethwayte*, *Mary Thiſtlethwayte*, and *Elizabeth Thiſtlethwayte*, to all Intents and Purpoſes whatſoever, as if they had ſeverally been made Parties to and executed the ſame.

Saving Rights of the Commiſſioners of Sewers.

III. Provided always, that nothing herein contained ſhall extend, or be conſtrued or taken 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 that all the Rights, Powers, and Authorities of the ſaid Commiſſioners ſhall remain the ſame as if this Act had not been made.

General Saving.

IV. 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, and his, her, and their Heirs, Succeſſors, Executors, and Adminiſtrators, (other than and except the ſaid *John* Lord Biſhop of *London* and his Succeſſors for the Time being, and the ſaid Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treiſe Morſhead*, and the Survivors and Survivor of them, and their and his Executors, Adminiſtrators, and Aſſigns; and the ſaid Sir *John Morſhead* and Dame *Elizabeth* his Wife, and *Selina Thiſtlethwayte*, *Thomas Thiſtlethwayte*, *Mary Thiſtlethwayte*, and *Elizabeth Thiſtlethwayte*, their Heirs, Executors, Adminiſtrators, and Aſſigns, and the ſaid Company of Proprietors of the Grand Junction Canal, and their Succeſſors), all ſuch Eſtate, Right, Title, Claim, and Demand whatſoever, of, in, to, or out of the Hereditaments and Premiſes compriſed in the ſaid recited Articles of Agreement of the Twenty-fourth Day of *March* laſt, as they, every, or any of them had before the paſſing of this Act, or could have had in caſe this Act had not been made.

Act printed by the King's Printers to be Evidence.

V. And be it further enacted, That this Act ſhall be printed by the ſeveral Printers to the King's moſt Excellent Majeſty, duly authorized to print the Statutes of the United Kingdom; and a Copy thereof ſo printed by any of them, ſhall be admitted as Evidence thereof by all Judges, Juſtices, and others.

LONDON: Printed by GEORGE EYRE and ANDREW STRAHAN, Printers to the King's moſt Excellent Majeſty. 1812.