ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cclxii.

An Act to stop up Part of an existing Road called *Gloucester Road*, formerly called *Hogmore Lane*, in the Parish of *Saint Mary Abbotts*, *Kensington*, in the County of *Middlesex*, and to vest the Site thereof in the Owners of adjoining Lands, and to make a new Road of greater Width in lieu thereof; and for other Purposes.

[5th *July* 1865.]

WHEREAS the Northern End of *Gloucester Road*, formerly called *Hogmore Lane*, in the Parish of *Saint Mary Abbotts*, *Kensington*, in the County of *Middlesex*, at or near the Junction thereof with the *Kensington* High Road, is very narrow and inconvenient, and the making of a new Road of greater Width a little to the West thereof would be a great Improvement to the Neighbourhood, and for the Advantage of the Public: And whereas such new Road would pass entirely through the Estate commonly called "The *Hyde Park Gate* Estate," the Fee Simple and Inheritance whereof is vested or alleged to be vested, subject to certain Mortgage Incumbrances, in *William Dunnage*, *George Plucknett*, *William Rodrigues Rogers*, *Thomas Robinson*, and *William Marriott Dunnage*, or some

of them, as Part of their Partnership Property: And whereas the said *William Dunnage*, *George Plucknett*, *William Rodrigues Rogers*, *Thomas Robinson*, and *William Marriott Dunnage*, who are herein-after referred to as the Promoters, are willing to take upon themselves the entire Expense of constructing such new Road and of all Costs connected with this Act and carrying the same into execution, provided so much of the Site of *Gloucester Road* as is intended to be closed be vested in them and in the Trustees of "The Charity Estates of Lord and Lady *Campden*'s Bequest" and "*Cromwell* Gift," herein-after referred to as the *Campden* Charity Trustees, in the Proportions shown upon the Plans herein-after mentioned, the Promoters and the *Campden* Charity Trustees being Owners of all the Land adjoining the Site of *Gloucester Road* proposed to be stopped up and diverted under the Powers of this Act: And whereas the Names of all Persons who are known to have any Right of Way or other Easement over *Gloucester Road* into or from any adjoining Land, together with the Nature of such Right or Easement, are mentioned in the Schedule hereto: And whereas the Vestry of the Parish of *St. Mary Abbotts, Kensington*, have, by a Resolution dated the Tenth Day of *August* One thousand eight hundred and sixty-four, approved of the Proposal to stop up *Gloucester Road*, and the making of the proposed new Road in lieu thereof, and the *Campden* Charity Trustees also approve the said Proposal: And whereas Plans and Sections showing the Line and Levels of the said new Road, and the Lands proposed to be appropriated, purchased, taken, or acquired under the Powers of this Act for the Purposes of the same, and also a Book of Reference to such Plans and Sections, have been deposited with the Clerk of the Peace for the County of *Middlesex*: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title.

1. This Act may be cited for all Purposes as "The *Hyde Park Gate* Estate Act, 1865."

Interpretation of Terms.

2. In the Construction of this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject Matter or Context repugnant to such Construction:

"*Gloucester Road*" means *Gloucester Road* otherwise *Hogmore Lane* in the Parish of *St. Mary Abbotts, Kensington*, in the County of *Middlesex*:

"The Road" means the Road hereby authorized to be made:

"The

"The Promoters" means the said *William Dunnage*, *George Plucknett*, *William Rodrigues Rogers*, *Thomas Robinson*, and *William Marriott Dunnage*, or other the Owners or Owner for the Time being of the said Estate known as "*Hyde Park Gate* Estate":

"The Vestry" means the Vestry of the Parish of *St. Mary Abbotts*, *Kensington*:

The Word "Land," in addition to the Meaning assigned to it in any Act wholly or partially incorporated herewith, shall include Easements and Rights of Way to which the Owners or Occupiers of Land adjoining *Gloucester Road* may possess or be entitled to, and which may be extinguished or prejudicially affected by reason of the stopping up of *Gloucester Road*.

Parts of 8 & 9 Vict. c. 18. incorporated.

3. "The Lands Clauses Consolidation Act, 1845," except so much thereof as relates to the Purchase and taking of Lands otherwise than by Agreement, and also except Sections 94 and 127 to 133, all inclusive, shall be incorporated with this Act.

The Road authorized.

4. The Road authorized by this Act is a Road commencing at the South End of *Gloucester Road* and the East End of *Canning Place*, and terminating at or adjoining to the *Kensington* Road, and communicating therewith as shown upon the Plans deposited as aforesaid.

Power to purchase and take Lands shown on deposited Plans.

5. Subject to the Provisions of this Act, and in the Act or Parts of Act incorporated herewith contained, the Promoters may enter upon, take, and use for the Purpose of this Act such of the Lands shown on the said Plans and described in the said Book of Reference as they may require.

If Lessees, &c. will not sell Rights of Way, Access to new Road to be given.

6. And whereas certain Persons, Lessees, Under-lessees, or Persons holding under Agreements for Leases under the *Campden* Charity Trustees, now possess or claim to enjoy Rights of Way or other Easements into the *Gloucester Road*, the Northern Part of which is now by this Act to be stopped up, of which Rights of Way or other Easements they may be deprived by the stopping up of the said Part of the said Road, or the vesting of the Site thereof in the Promoters, in the Manner prescribed by this Act: Be it enacted, That if such Persons will not sell or release to the Promoters their said Rights of Way or Claims of Rights of Way or other Easements the said Promoters shall set out and maintain convenient Ways for their respective Use, affording them convenient Access from their Premises now abutting on the existing *Gloucester Road* to the Road to be made under the Authority of this Act, in the Line and according to the Dimensions described in the Plan signed by the Chairman of the Committee to which the Bill of the said Promoters was by the House of

of Lords referred, and which said Plan so signed shall be deposited in the Parliament Office, and shall in all Matters of Dispute be received as conclusive Evidence as to the said Mode of Access with regard to the Line and the Dimensions thereof.

Compensation to Lessee and Under-lessee of Stoke Lodge.

7. If the vesting of *Gloucester Road* in the Promoters, or the future Erection of any Buildings thereon, shall have the Effect of deteriorating the Value of the Property known as *Stoke Lodge*, abutting on the said Road, Compensation shall be awarded to the present Lessee and Under-lessee of the said Property, or their Assigns; and if the Promoters and the said Parties differ in respect thereof, the said Parties may recover the same under the Provisions of the "Lands Clauses Consolidation Act, 1845;" provided such Compensation be demanded and the Claim thereto prosecuted within Three Years after the passing of this Act.

Power to make Road according to deposited Plans.

8. Subject to the Provisions in this Act and in the Act or Parts of the Act incorporated herewith contained, the Promoters may make and maintain the said Road in the Line, according to the Levels and upon the Lands delineated on the said Plans and Sections so deposited as aforesaid.

Construction of Road.

9. In setting out and constructing the Road, the following Particulars shall be attended to by the Promoters:

The Width of the Road between the Building Line of Houses shall be not less than Seventy-five Feet, including an Area on each Side of not more than Eight Feet, a Footpath on each Side of not less than Ten Feet, and a Carriageway between the outer Edges of the Curbstones of not less than Thirty-nine Feet:

The Footpaths shall, unless the Vestry shall sanction some other Mode of Construction, be paved with *Yorkshire* Flags of not less than Three Inches in Thickness, and well set on firm Ground, and shall have *Aberdeen* Granite Curbstones of Twelve Inches by Eight Inches; Granite Channels of not less than Three Courses in Width and Seven Inches in Depth for Surface Water shall be constructed on each Side of the Road adjoining the Curbstone:

The Carriageway shall be constructed in a substantial Manner, to the Satisfaction of the Vestry, in accordance with their Rules and Regulations in force for the Time being:

The Road shall be well and sufficiently drained to the Satisfaction of the Vestry.

Road when constructed to the Satisfaction of

10. So soon as the Road shall have been constructed, with proper Footpaths, Drains, Channels, and Fences, and other accessory Works, to the Satisfaction of the Vestry, the Promoters may and they are hereby

hereby required to open and dedicate such Road to the Public, and the Road shall from thenceforth be deemed to be a public Highway, and have all the Incidents thereof. the Vestry to be a public Highway.

11. When the new Road shall have been finished and dedicated to the Public, the Promoters may, subject to the Provisions of this Act for the Benefit of Lessees, Under-lessees, and Persons having Agreements for Leases of Land adjoining *Gloucester Road*, during the Continuance of their present Leases, Under-leases, or Leases to be granted pursuant to existing Agreements, cause so much of *Gloucester Road* as is described on the deposited Plans as intended to be stopped up to be actually stopped up, and immediately thereupon the Fee Simple and Inheritance of and in so much of the Site thereof as on the said Plan is described as intended to be vested in the *Campden* Charity Trustees shall be and the same is hereby, but subject as aforesaid, vested in such Trustees and other the Trustees for the Time being thereof, their Heirs, Successors, and Assigns for ever, to be held and enjoyed by them as if the same had heretofore been Part of their Trust Estate, freed from all Rights of Way and other Rights and Easements whatsoever, and the Fee Simple and Inheritance of and in the Residue of such Site shall be and the same is hereby, but subject as aforesaid, vested in the Promoters and their Mortgagees, to be held and enjoyed by them as if the same had herein-before been Part of the "*Hyde Park Gate* Estate," freed and discharged from all Rights of Way and other (if any) Rights and Easements whatsoever heretofore affecting so much of the Site of *Gloucester Road* so to be stopped up as aforesaid, and the Promoters may take up and remove all or any of the Main or Service Pipes of any Gas or Water Company from such Part of *Gloucester Road* as shall be stopped up as may not previously have been removed by the Company to which they may belong. Site of Gloucester Road vested in adjoining Owners.

12. The Road shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Act or Portions of Act incorporated herewith granted to the Promoters for constructing the said Road, and for stopping up so much of *Gloucester Road* as aforesaid, shall cease to be exercised by them. Limiting Time for Completion of Road.

13. Notwithstanding anything herein contained, so much of *Gloucester Road* as aforesaid shall not be stopped up until the new Road in lieu thereof shall have been completely finished to the Satisfaction of the Vestry, and shall have been dedicated to the Public. Gloucester Road not to be stopped until new Road dedicated to the Public.

14. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, so For Protection of Sewers of

Metropolitan Board and the Vestry.

so as to interfere with, any Sewer, Drain, Watercourse, or Work under the Jurisdiction or Control of the Metropolitan Board of Works or of the Vestry, or with any Sewers or Works to be made or executed by the said Board or Vestry or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Promoters shall not commence such Works until they shall have given to the said Board or Vestry, as the Case may require, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Sections, and Particulars as aforesaid; and the Promoters shall comply with and conform to all Orders, Directions, and Regulations of the said Board or Vestry, as the Case may be, in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as such Board or Vestry respectively may deem necessary to the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Board and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done, by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Board or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Promoters; and all Costs, Charges, and Expenses which the said Board or Vestry may be put to by reason of the Works of the Promoters, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence or otherwise, shall be paid to such Board or Vestry by the Promoters, on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Promoters, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Jurisdiction and Control of the said Board and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Board and Vestry, or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not passed.

15. All

Promoters to pay Expenses of Removal of Gas and Water Pipes.

15. All reasonable Expenses incurred by any Gas Company or Water Company in taking up and removing their Main or other Pipes from so much of the *Gloucester Road* as aforesaid, and laying down and reinstating the same in the new Road, shall be borne by the Promoters.

Expenses of Act.

16. All the Costs, Charges, and Expenses connected with or incidental to the passing of this Act shall be paid by the Promoters.

The

The SCHEDULE.

The Vestry of the Parish of Saint Mary Abbotts, Kensington	Owners of the Road.
James Lettsom Elliott, James Watney, and Company	Right of Way from Campden Arms and Stables to Gloucester Road.
The Trustees of the Charity Estates of Lord and Lady Campden's Bequest and Cromwell's Gift	Freeholders of all the Lands and Houses on the East Side of Gloucester Road having Rights of Way from such Lands and Houses into Gloucester Road.
William Henry Thomson	Right of Way from Stables into the same.
Andrew Phillips	The same.
Celeste Durant	The same.
Ocilia Durant	The same.
Sarah Mason Durant	The same.
Richard Durant the elder	The same.
Richard Durant the younger	The same.
James George Richard Durant	The same.
Lady Stephen	The same.
Mrs. A. C. Thew	Right of Way from Stoke Lodge into the same.
John Otway	Right of Way from Stables into the same.
Robert Lawrence	Right of Way from Campden Arms into the same.
Henry John Nicoll	Right of Way from Stables into the same.
Major Rhode Hawkins	The same.
Madame Favard de Langlade	Right of Way from Stoke Lodge into the same.
The Western Gaslight and Coke Company	Right of laying down Mains and Pipes in Gloucester Road.
The West Middlesex Waterworks Company	The same.

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