

ANNO VICESIMO SECUNDO

VICTORIÆ REGINÆ.

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CAP. XIX.

An Act to make further Provision for enabling the Commissioners of Her Majesty's Works to acquire a Site for additional Offices for the Public Service near *Whitehall* and Her Majesty's Palace at *Westminster*. [19th *April* 1859.]

WHEREAS by "The *Downing Street* Public Offices Extension Act, 1855," the Commissioners of Her Majesty's Works and Public Buildings were empowered to provide a Site for additional Offices for the Public Service in or near *Downing Street, Westminster:* And whereas, with a view to further facilitate the Despatch of the Public Business of Her Majesty, it is expedient that several of the principal Offices in which such Business has been heretofore and is now carried on should be concentrated, and that a Site of adequate Extent and conveniently situated for the Erection of Public Offices thereon should be provided, and that certain Land of Her Majesty and divers of Her Majesty's Subjects situate near *Whitehall* and Her Majesty's Palace of *Westminster*, described in the Schedule to this Act, should be acquired and appropriated by the Commissioners of Her Majesty's Works and Public 18 & 19 Vict. c. 95.

Public Buildings, herein-after called "the Commissioners," as hereinafter mentioned for the Purpose aforesaid: And whereas a Map or Plan describing the Land to be acquired by the said Commissioners under the Authority of this Act has been prepared under the Direction of the Commissioners: 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:

Commissioners incorporated for the Purposes of this Act.

I. The Persons who for the Time being, under the Provisions of the Act passed in the Session of Parliament Fourteenth and Fifteenth *Victoria*, Chapter Forty-two, shall be Commissioners of Her Majesty's Works and Public Buildings, shall, for the Purposes of this Act, be and are hereby constituted a Corporation, by the Name and Style of "The Commissioners of Her Majesty's Works and Public Buildings," and by that Name shall have perpetual Succession and use a Common Seal, to be by them from Time to Time altered as they think fit.

Commissioners of Works to carry this Act into execution.

II. It shall be lawful for the Commissioners, and they are hereby authorized, out of any Monies which have been or which may from Time to Time be appropriated by Parliament and put at their Disposal for that Purpose, to purchase as after provided the Land in the Parish of *St. Margaret, Westminster*, in the County of *Middlesex*, mentioned in the Schedule to this Act, and to pull down and remove the Buildings thereon when so purchased, and to appropriate the Sites of the said Buildings and all the Land mentioned in the Schedule to this Act, whether now used as Streets, Ways, Yards, Pleasure Grounds, vacant Ground, or otherwise, as a Site for the Erection thereon of Offices and Buildings for the Public Service and the necessary Accesses and Approaches to such Offices and Buildings, and to carry the Purposes of this Act into execution in manner herein mentioned.

Land purchased to be vested in Commissioners for the Public Service.

III. All Land purchased by the Commissioners under the Authority of this Act shall be vested in them for the Public Service, and shall be subject to the Provisions of an Act passed in the Session of Parliament holden in the Fifteenth Year of the Reign of Her present Majesty, Chapter Twenty-eight, and in all respects as if the same had been acquired under the Provisions of that Act.

Plan to be deposited in the Office of Works, &c., and be open for Inspection.

IV. The said Map or Plan describing the Land, or any Part thereof, to be acquired by the Commissioners under the Authority of this Act shall, when signed by the Commissioners for executing the Office of Lord High Treasurer, be deposited at the Office of the Com-

Commissioners of Her Majesty's Works and Public Buildings, and shall remain at the said Office, to the end that all Persons may at all seasonable Times have Liberty to inspect and peruse the same at their Will and Pleasure, paying the Sum of One Shilling for every such Inspection.

Power to stop up Streets and Ways.

V. It shall be lawful for the Commissioners to stop up and wholly discontinue any Ways, Paths, Streets, or Passages which now lead into or pass through or by the Side of the Land and Premises hereinbefore mentioned, and the Ground and Soil of such Ways, Paths, Streets, or Passages as shall be so stopped up and discontinued, and the Fee Simple and Inheritance thereof, shall be and are hereby vested in the Commissioners and their Successors for the Purposes of this Act.

Streets may be raised or lowered.

VI. The Commissioners are hereby empowered to raise or lower the Ground of any Streets or Ways which shall communicate with the Buildings so to be erected as aforesaid, or any Part thereof respectively, making Compensation to the Owners of Houses injured by such Alterations, as shall be agreed on between the Parties.

Power to take Land.

VII. For the Purposes of this Act it shall be lawful for the Commissioners to take and use any Land, and pull down and remove any Houses or Buildings thereon, at any Time after the Expiration of Six Calendar Months Notice in Writing from the Commissioners, or their Agent duly authorized, of their Intention to take or use the same, shall either be given to the principal Officer of the Body Politic, Corporate, or Collegiate, or to the Person who shall be the Owner and Occupier of such Land, or, in case he cannot be found or ascertained, left at the usual or last known Place of his Abode, or with the Tenant or Occupier of the said Land, or shall be affixed upon the Premises; and for the Purposes of this Act the Owner shall be any Person hereby capacitated to sell.

No Land to be taken without Consent, unless as in Schedule.

VIII. Provided always, That no Land shall be taken for the Purposes of this Act, except such as is mentioned in the Schedule to this Act, without the Consent in Writing of the Owner thereof being first obtained.

Premises may be taken notwithstanding Errors in the Schedule.

IX. It shall be lawful for the Commissioners to purchase, take down, and use for the Purposes of this Act, any of the Tenements described on the said Plan as intended to be taken for the Purposes of this Act, although such Tenements, or the Name or Names of the Owner or Occupier thereof, may happen to be erroneously stated or omitted in the said Schedule, in case it shall appear to any Two or more of the Justices of the Peace for the City and Liberty of *Westminster*,

Westminster, and be certified under their Hands, that such Error or Omission proceeded from Mistake or erroneous Information.

Power to Commissioners, their Surveyors, &c., to enter upon Land for surveying or valuing.

X. It shall be lawful for the Commissioners, and for their Surveyors, Officers, and Workmen, at all reasonable Times in the Daytime, upon giving Notice in Writing for the First Time Twenty-four Hours, and afterwards from Time to Time Twelve Hours, previous Notice to enter into and upon all or any of the Land authorized to be taken and used as aforesaid for the Purpose of surveying or valuing the same.

Power to Commissioners to treat for Purchases.

XI. It shall be lawful for the Commissioners to agree for the Purchase of any Land which they may deem necessary to be taken for the Purposes of this Act, and of any Interest therein or Charges thereon, or such of them, or such Part or Parts thereof, as the Commissioners shall think proper, and to enter into any Contract in respect of the Premises which they may think fit.

Land purchased to be conveyed to the Commissioners, or as they shall direct.

XII. The Land which may be purchased in pursuance of this Act shall be conveyed to the Commissioners of Her Majesty's Works and Public Buildings and their Successors, or to such Person as they shall direct, in trust for the Purposes of this Act; and the Rents and Profits of the said Land shall be received and applied by the said Commissioners for the Purposes of this Act.

Limitation of Time for compulsory Purchase.

XIII. If the Commissioners shall not within the Space of Three Years from the passing of this Act purchase or take the Land, or Parts thereof, which they are hereby empowered to purchase, then the compulsory Powers hereby granted to them for such Purpose shall cease.

Bodies Politic, Trustees, and other Persons empowered to sell and convey.

XIV. It shall be lawful for all Bodies politic, corporate, or collegiate, ecclesiastical or lay, aggregate or sole, and for all Trustees and Feoffees in trust for charitable and other Purposes, and all Executors and Administrators, not only for and on behalf of themselves, their Successors, Heirs, Executors, and Administrators respectively, but also for and on behalf of their respective Cestuique Trusts, whether Infants, Femes Covert, Idiots, Lunatics, or Persons not born or not ascertained, or any other Person or Persons whomsoever, and to and for all Tenants for Life, or for Years absolute, or determinable on any Life or Lives, and every Person having any other partial or qualified Estate or Interest not only for and on behalf of themselves, their Heirs, Executors, Administrators, and Issue, but also for and on behalf of the Person or Persons entitled in remainder, reversion,

reversion, expectancy, or contingency, or for any other future Estate or Interest where such Person or any of such Persons, whether entitled to the next or any subsequent Estate or Interest, or any Part thereof, shall not be ascertained, or shall be incapable of contracting for, selling, or conveying the same, and to and for all Guardians, whether of the Person or Estate, on behalf of their Wards, Husbands on behalf of their Wives, Committees on behalf of the Persons of whose Estates they shall be Committees, and the Heirs, Executors, and Administrators, and Issue of such Wards, Wives, or Persons respectively, and to and for all Femes Covert entitled in their own Right, and notwithstanding any Restraint from Alienation, to any such Land, or to Dower or other Interest therein, on behalf not only of themselves but also of their respective Heirs, Executors, Administrators, and Issue, and also where such Wards, Wives, Persons, or Femes Covert respectively shall be Tenants for Life or in Tail or for Years, or have any other partial or qualified Estate or Interest, to and for such Guardians, Husbands, Committees, and Femes Covert on behalf of the Person or Persons on behalf of whom such Wards, Wives, Persons, or Femes Covert respectively, if of full Age, unmarried, and of sound Mind, might have contracted for, sold, and conveyed the same Land, and to and for every other Person whomsoever who is or shall be seised or possessed of or interested in any of the said Land which by the Commissioners shall be thought necessary for any of the Purposes of this Act, to contract for, sell, and convey the same and every or any Part thereof to the Commissioners and their Successors, or to such Person as the Commissioners shall direct for the Purposes of this Act; and all Contracts and Assurances which shall be made by such Bodies Politic, Corporate, or Collegiate, Trustee or Trustees, or other Person or Persons as aforesaid, shall be valid and effectual in the Law; and all Bodies Politic, Corporate, or Collegiate, and all Persons whomsoever contracting or conveying as aforesaid, are hereby indemnified for or in respect of any such Sale which they or any of them shall respectively make by virtue of this Act.

Satisfaction to be made and may be accepted.

XV. Every Body and Person herein capacitated to contract for, sell, and convey any such Land as aforesaid, and any other Owner or Owners of any such Land, or any Share, Estate, or Interest therein or Charge thereon, may accept such Satisfaction for the Value thereof; and such Bodies or Persons, and also any Tenant, or other Occupier of any such Premises entitled to any Compensation for Tenants Fixtures and for any other Injury or Damage as shall be sustained on account of the Execution of this Act, may accept such Sum of Money in respect thereof as shall be agreed upon between him and the Commissioners, and in case they cannot agree as to

the Amount the same shall be ascertained by a Jury in manner herein-after directed.

Parties to deliver a Statement of their Claims.

XVI. On or before the Expiration of One Month next after Notice in Writing from the Commissioners, or their Agent duly authorized, of their Intention to take or use any Land or any Part thereof for the Purposes of this Act, shall have been given, left, or affixed as herein-before is mentioned, every Body or Person authorized by this Act to accept Satisfaction or Recompence for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or having or claiming to be entitled to any Compensation for any Goodwill or Improvements, or for Fixtures, or for any Injury or Damage sustained on account of the Execution of this Act, shall deliver to the Commissioners or leave at their Office a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which such Body or Person claims to be entitled to or to be authorized to receive Satisfaction or Recompence for, and of the Goodwill, Improvements which may be lost, and of the Fixtures, and of the Injury or Damage sustained, and of the Amount of the Money which such Body or Person may be willing to receive in satisfaction or recompence for the Value of such Estate, Share, Interest, or Charge, and also the Amount of the Sum or Sums of Money which such Body or Person may be willing to receive as Compensation for such Goodwill and Improvements and Fixtures, and for such Injury or Damage respectively.

If Parties refuse to treat or shall not agree, a Jury to be summoned.

XVII. If any Body or Person seised, possessed of, or interested in any Land, or in any Share, Estate, or Interest therein or Charge thereon, which the Commissioners are hereby empowered to purchase, take, and use for the Purposes aforesaid, shall neglect or refuse to treat, or shall not agree in the Premises, or by reason of Absence or Disability shall be prevented from treating with the Commissioners for the Sale and Disposal of his Estate and Interest therein, or cannot be found or known, or shall not produce a clear Title to the Premises he may be in possession of or to the Interest he shall claim therein to the Satisfaction of the Commissioners, then and in every or any such Case the High Bailiff of the City and Liberty of *Westminster* or his Deputy, or in case such High Bailiff or his Deputy shall be in anywise interested in the Matter in question then some One of the Coroners of the County of *Middlesex* not interested therein, shall, upon the Warrant of the Commissioners in manner herein-after mentioned, and he is hereby required and authorized to cause it to be inquired into and ascertained upon the Oaths of a Jury of Twelve indifferent Men of the said City of *Westminster*, which Oaths the said High Bailiff or his Deputy

Deputy or Coroner is hereby empowered and required to administer, what Damages will be sustained by and what Recompence and Satisfaction shall be made to such Owners, Occupiers, or other Person or Persons interested, for the Value of such Land, and of the proportionable Value of the respective Estates and Interests of every Person seised or possessed thereof or interested therein, or of or in any Part thereof, and assess the Money to be paid for the Purchase of such Land, and of such Estates and Interests therein, and also for Goodwill, Improvements, or any Injury or Damage whatsoever that may affect any such Person or Party, provided such Goodwill shall be estimated by what in the Opinion of such Jury the same would have been worth in case the Alterations or Improvements intended by this Act had not been in contemplation, and also for and on account of the taking of such Land for the Purposes of this Act; and the said Jury, in estimating such Recompence and Satisfaction, shall take into their Consideration the Increase in Value of the Residue of any Property of which such Land shall form Part, and in order thereto the said High Bailiff, Deputy, or Coroner is hereby empowered and required from Time to Time as Occasion shall require to summon and call before the said Jury and examine upon Oath all Persons whomsoever whom it shall be thought necessary to examine as Witnesses touching or concerning the Premises, which Oath the said High Bailiff, Deputy, or Coroner is hereby empowered to administer, and such High Bailiff, Deputy, or Coroner respectively shall order and cause the said Jury to view the Places in question, if there be Occasion, and use all other lawful Ways and Means as well for his own as for the said Jury's better Information in the Premises as the said High Bailiff, Deputy, or Coroner shall think fit; and after the said Jury shall have settled such Damage and Satisfaction, the said High Bailiff, Deputy, or Coroner shall thereupon order the Sum or Sums of Money so assessed by the said Jury to be paid by the Commissioners to the said Parties interested therein, according to such Verdict of the Jury, which said Verdict shall be final as against all Parties interested, and all other Persons whomsoever; and for the summoning and returning of such Jury the Commissioners are hereby empowered to issue their Warrant or Warrants to the said High Bailiff, Deputy, or Coroner to summon, empannel, and return, at some convenient Place in the said City of *Westminster*, a Jury of not less than Thirty-six nor more than Forty-eight honest and indifferent Men, qualified according to Law to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*, to appear before the said High Bailiff, Deputy, or Coroner at such Time and Place as in such Warrant shall be appointed; and Fourteen Days Notice at the least in Writing, under the Corporate Seal of the Commissioners, of the Time and Place at which

such Jury are so required to be returned shall be given to such Person interested in the Premises before the Time of meeting of the said Jury, by leaving such Notice at the Dwelling House of such Persons, or of the Head Officer of any Body or Bodies Politic, Corporate, or Collegiate, or with some Tenant or Occupier of the Premises respectively intended to be valued; and the said High Bailiff, Deputy, or Coroner is and are hereby empowered to empannel, summon, and return such Number accordingly, and out of the Persons so empannelled, summoned, and returned, or out of such of them as shall appear upon such Summons, the said High Bailiff, Deputy, or Coroner shall swear or cause to be sworn Twelve, who shall be the Jury for the Purposes aforesaid; and in default of a sufficient Number of Jurymen the said High Bailiff, Deputy, or Coroner shall return other honest and indifferent Men of the Standers-by, or that can be speedily procured to attend that Service (being qualified as last aforesaid), to the Number of Twelve; and it shall be lawful for all Persons concerned, by themselves, their Counsel, Solicitors, and Agents, to attend and be heard and to adduce Evidence before the said High Bailiff, Deputy, or Coroner respectively, and such Persons shall also have their lawful Challenges against any of the said Jurymen when they come to be sworn, but shall not challenge the Array.

Where Part of an Estate is taken, the Remainder to be valued.

XVIII. If the Owner, Lessee, or Occupier of any Land authorized to be taken by virtue of this Act shall not be inclined to sell or part with the whole thereof, or of his Interest in the whole thereof, and it shall not be found necessary to take the whole for the Purposes of this Act, and the said Parties cannot agree as to the Sum of Money to be paid for the Part which the Commissioners, or any Person authorized by them, shall not think it necessary to purchase, then the Jury shall assess the Value of the whole Premises according to the Condition in which they are at the Time of taking the View, and also the Value of that Part of the Premises which shall remain after the Commissioners, or the Person authorized by them, have taken away so much as they shall think necessary for the Purposes of this Act; and in such last Valuation the said Jury shall take into their Consideration the Improvement or Depreciation which the Remainder of the Premises is likely to receive or sustain from the Alteration intended to be made; and the Jury having made these Two Valuations, the Difference between them shall be the Price to be paid by the Commissioners for that Part which they shall have occasion for, and such Price shall be recorded as the Verdict of the Jury for the Value of the same.

Notice to be given of the Compensation claimed.

XIX. No Jury to be summoned by virtue of this Act shall be allowed to award any Sum or Sums of Money to any Body or Person by way of Compensation for Goodwill or Improvements alleged to have been lost, or Tenants Fixtures, or any Injury or Damage alleged to have been sustained by reason or Means of this Act, or anything which shall or may be done in the Execution thereof, unless such a Statement as herein-before is mentioned of the Particulars of every such Claim, and how and in what Manner the Amount thereof is made out and computed, shall have been given to the Commissioners or left at their Office as aforesaid, by and on behalf of such Person Ten Days at least before the Time of the meeting of such Jury.

Penalty on High Bailiff, Jury, and Witnesses for Neglect of Duty.

XX. If the High Bailiff, Deputy, or Coroner so directed to summon and return a Jury as aforesaid shall make Default in the Premises, he shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds to the Party who shall be prejudiced or injured thereby, to be recovered with full Costs of Suit by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned as aforesaid upon such Jury shall not appear, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Matter wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned as a Witness shall not appear, or appearing refuse to be examined or to give Evidence, any Person so offending, having no reasonable Excuse to be allowed by the Justices hercin-after mentioned, shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds, which several and respective Penalties shall and may be levied by virtue of any Warrant under the Hand and Seal of One of Her Majesty's Justices of the Peace for the City and Liberty of *Westminster*, by Distress and Sale of the Goods and Chattels of the Person so offending, the Person making such Distress and Sale rendering to him the Overplus of the Money thereby produced, if any, after such Penalty and the Charges of such Distress and Sale shall be deducted, and all such Fines shall be paid to the Commissioners to be applied for the Purposes of this Act.

Jury may assess Value of Fee Simple, and then apportion Values of respective Interests therein.

XXI. In all Cases in which a Verdict shall be given for the Value of any Land, or Share therein, the Jury shall, if required so to do, by or on behalf of the Commissioners, inquire of, assess, and ascertain the Value of the Fee Simple of the Entirety of the said Premises, and shall afterwards apportion and divide the Value so ascertained between and among all the different Shares and Charges which shall

be claimed therein, and also between different Parts of the said Land alleged to be held under different Titles: Provided always, that the Verdict of any Jury shall not defeat or prejudice any Contract or Sale which shall have previously been made of any Share or Charge, although the Value of the same may be ascertained to be different from the Amount of the Price, Recompence, or Satisfaction agreed to be paid for the same.

Value of Land to be ascertained distinct from Goodwill or other Damages.

XXII. The Jury so to be summoned as aforesaid shall award all Determinations, Judgments, and Verdicts which they shall make and give in execution of the Powers hereby vested in them concerning the Value of Land, or of any Share, Estate, or Interest therein, or any Charge thereon, separately and distinctly from the Consideration of any Loss of Goodwill to which the Occupier may personally be entitled, or any other Loss or Damage to be sustained by any Person in consequence of the Execution of any of the Powers of this Act, and shall distinguish the Value set upon the Land or Share, Estate, or Interest therein or Charge thereon, and the Money assessed or adjudged for such Goodwill, Loss, or Damage as aforesaid separately and apart from each other; and when any Money shall be assessed or adjudged for such Goodwill, Loss, or Damage as aforesaid, the Jury shall, if required by the Commissioners, declare whether the Statement delivered by the Claimant of the Manner in which any Amount of the Money which shall have been demanded as a Compensation for the same has been computed and made up gave sufficient Particulars to enable the Commissioners to make a proper Offer.

Provision relating to Expenses of Juries.

XXIII. In case any Jury to be summoned and sworn pursuant to the Authority of this Act shall give in a Verdict or Assessment for more Money as a Recompence, Compensation, or Satisfaction for the Rights, Interests, or Property of any Person in any such Land, or for any such Goodwill, Improvements, Injury, or Damage, as aforesaid, than shall have been agreed to be given and offered for the same in the aggregate by the Commissioners before the summoning and returning of such Jury, or where, by reason of Absence in Foreign Countries, or other Incapacity or Disability as aforesaid, there shall not be found any Person legally capacitated to enter into any Contract with the Commissioners, then and in every such Case all the reasonable Costs, Charges, and Expenses of causing and procuring such Recompence, Compensation, or Satisfaction to be assessed by a Jury shall be settled by the High Bailiff, Deputy, or Coroner before whom such Claim shall have been tried, and shall be paid by the Commissioners; but in every Case in which any Jury so summoned and sworn as aforesaid shall be of opinion

opinion that the Statement delivered by the Claimant of the Manner in which any Amount of Money which shall have been demanded as a Compensation has been computed and made up did not give sufficient Particulars to enable the Commissioners to make a proper Offer, and in every other Case in which any such Jury shall give in a Verdict or Assessment for no more or for less Money, as such Recompence, Compensation, or Satisfaction as aforesaid, than shall have been agreed to and offered by the Commissioners in the aggregate for the same before the summoning and returning of the said Jury, or in case no Damages shall be given by the Verdict where the Dispute is for Damages only, or where the causing or procuring such Jury to be summoned shall have arisen from a Refusal to treat or agree with the Commissioners by any Body or Person who is by the Provisions of this Act or otherwise legally empowered to treat, then (except where by reason of Absence such Person shall be prevented from treating with the Commissioners) all such Costs, Charges, and Expenses to be settled by such High Bailiff, Deputy, or Coroner in manner aforesaid shall be paid to the Commissioners by the said Body or Person so claiming such Compensation or refusing to treat and agree as before mentioned respectively (save only where by reason of Absence or other like Cause any Person shall have been prevented from treating or agreeing as aforesaid), in which Case no Costs, Charges, or Expenses shall be allowed to either Party as against the other, and all Costs, Charges, and Expenses hereby directed to be paid to the Commissioners shall be deducted and retained by them out of the Money so assessed to be paid by them as so much Money advanced to and for the Use of the Person entitled to such Money so adjudged, and Payment or Tender of the Remainder of such Money shall be taken to be a Payment or Tender of the whole Sum so assessed, or in case no Money or no sufficient Sum of Money shall be assessed to be paid by the Commissioners whereout such Costs, Charges, and Expenses can be deducted, then the same shall be recovered by virtue of any Warrant under the Hand and Seal of One of Her Majesty's Justices of the Peace for the City and Liberty of *Westminster*, by Distress and Sale of the Goods and Chattels of the Person liable to the Payment of the same, the Party making such Distress and Sale rendering to such Person as aforesaid the Overplus of the Money thereby produced (if any) after such Costs, Charges, and Expenses, and the Charges of such Distress and Sale, shall be deducted.

Verdicts to be recorded.

XXIV. A Minute or Docket of all the said Verdicts shall be recorded in the Office of the Commissioners, and all such Judgments and

and Verdicts shall be afterwards deposited with the Clerk of the Peace of the said City and Liberty of *Westminster*, to be preserved by him amongst the Records of the Quarter Sessions of the said City and Liberty, and shall be deemed to be Records to all Intents whatsoever; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and to take Copies thereof, paying for every Copy the Sum of Sixpence for every Seventy-two Words, and so in proportion for any less Number of Words.

Commissioners empowered to purchase the whole of the Land if Owners are unwilling to sell a Part.

XXV. If in any Case the Owner of any Land, Part only of which shall at any Time be required by the Commissioners to be applied for the Purposes aforesaid, shall be unwilling to sell such Part only as shall be required by the Commissioners, the Commissioners are hereby required, at the Option of any Owner of any such Land, to purchase of and from the said Owner the whole or such Part thereof, over and above such Part thereof as may be wanted for the Purposes of this Act, as such Owner shall think fit, and to apply so much and such Part thereof as they the Commissioners, with such Consent as aforesaid, shall see fit for the Purposes aforesaid; and if such Owner shall not or cannot agree with the Commissioners for the Price to be paid for the Purchase of the whole or such Part thereof as aforesaid, then the Value thereof shall be ascertained by a Jury in such Manner as the Price for any Premises to be taken in pursuance of this Act is directed to be ascertained; and all such other Proceedings shall take place respecting the said Premises as are herein-before mentioned and directed with respect to the Premises the Value of which shall be ascertained by a Jury in the Manner aforesaid.

Persons holding under Leases to produce the same.

XXVI. In all Cases in which any Person shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Land intended to be taken or used under the Authority of this Act, under or by virtue of any Demise or Lease, or Agreement for Demise or Lease or Grant thereof, the Commissioners are hereby authorized to require such Person to produce or show the Demise or Lease, or Agreement for Demise or Lease or Grant, in respect of which such Claim to Satisfaction or Compensation shall be made, or the best Evidence thereof in his Power; and if such Demise or Lease, or Agreement for Demise or Lease or Grant, or such best Evidence thereof as aforesaid, shall not be produced or shown

shown within Twenty-one Days after Demand made by the Commissioners, or any Person by them authorized, the Person claiming such Satisfaction or Compensation shall be considered and treated as holding only from Year to Year.

For settling Disputes as to Damages of small Amount.

XXVII. In case any Difference shall arise between the Commissioners and any of the Owners of the Property to be taken or used for the Purposes of this Act as to the Amount or Value of the Damages done by the Commissioners, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Fifty Pounds, be determined by some Two or more Justices of the Peace for the City of *Westminster*, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine the Amount of Compensation which shall be payable by the Commissioners, and such Justices may examine Witnesses and administer Oaths in all respects and with the same Consequences as to false Swearing as if the same were a judicial Matter brought before them on which they were by Law entitled to adjudicate.

Commissioners not to take possession until the Purchase Monies are tendered or paid.

XXVIII. Provided always, That all Sums of Money, or other Consideration, Recompence, or Satisfaction to be made or paid pursuant to any such Agreement or Verdict as aforesaid shall be paid or tendered to the Party entitled to the same, or into the Bank of *England*, as herein mentioned, before the Commissioners, or any Person authorized by them, shall proceed to take possession of any Tenement or to pull down any House or other Erection or Building comprised in or affected by such Agreement or Verdict respectively, or to use the same for any of the Purposes of this Act.

Commissioners empowered to take possession on Payment of Purchase Money into the Bank of England.

XXIX. If any Body or Person seised or possessed of or interested in any such Land, or Share, Estate, or Interest therein or Charge thereon, as aforesaid, cannot be found, or shall not be known or ascertained, or shall not be able to make a good Title to the Premises to the Satisfaction of the Commissioners (whose Opinion in the Premises shall be final), or shall refuse to execute a Conveyance thereof, then and in every such Case, upon Payment of such Sum or Sums of Money as shall have been contracted and agreed, or shall have been assessed and awarded by any Jury, in manner aforesaid, to be paid for the Purchase of or for the Value of the same Premises into the Bank of *England*, as herein-after directed and required (in case the same shall be requisite), for the Use of such Person so interested in or entitled as aforesaid, such Land, or Parts, Shares, Estates, Interests, or Charges, and the Fee Simple and Inheritance thereof, together

with the yearly Profits thereof, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand, in Law and Equity, of the Body or Person or unknown Person to whose Credit such Money shall be paid in, to, and out of the Land to be purchased as aforesaid, shall from thenceforth vest in the Commissioners and their Successors, who shall be deemed in Law to be in the actual Seisin and Possession thereof to all Intents and Purposes, freed and discharged from all former and other Estates, Rights, Titles, and Interests, Claims and Demands, as fully and effectually as if every Body or Person having any Estates in the Premises had actually conveyed the same by Release, Bargain, and Sale enrolled, and with the Assent of any Protector of the Settlement whose Assent might be necessary, or Feoffment with Livery of Seisin, or any such Conveyance or Assurance whatsoever; and such Payment shall not only bar all Right, Title, Interest, Claim, and Demand of the Body or Person or unknown Person of, in, and to the same Premises to whose Credit such Payment or Tender shall have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of such Person, and all Estates Tail and other Estates in possession, reversion, remainder, expectancy, or contingency, and the Issue and Issues of such Person and every other Person whomsoever; and the same Premises shall and may thereupon be pulled down, made use of, and employed for the Purposes aforesaid, according to the Direction of the Commissioners.

Application of Purchase Money when amounting to 200*l.*

XXX. If any Money shall be agreed or assessed to be paid for any Land, or Part thereof, or Share, Estate, or Interest therein or Charge thereon, or for any other Right, Matter, or Interest, of what Nature or Kind soever, purchased, taken, or used by virtue of this Act, which shall belong to any Body or Person under any Disability or Incapacity, or not legally entitled absolutely to dispose of the Premises by the Sale of which such Money shall be produced, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to the Account there of such Accountant General *ex parte* the said Commissioners, pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Court; and such Money shall be applied, under the Direction and with the Approbation of the said Court, to be signified by an Order made upon Petition to be preferred in a summary Way by the Body or Person who would have been entitled to the Rents and Profits of the said Land in the Purchase or Redemption of the Land Tax, or towards the Discharge of any Debt or Debts, or such other Incumbrances

brances or Part thereof, as the said Court shall authorize to be paid, affecting the same Land or Part thereof, or Share, Estate, or Interest therein or Charge thereon, or affecting other Land standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, or where such Money shall not be so applied then the same shall be laid out and invested, under the like Direction and Approbation of the said Court, in the Purchase of other Land, which shall be conveyed and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Land which shall be so purchased, taken, or used as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance or Settlement shall be existing undetermined and capable of taking effect; and in the meantime, until such Purchase shall be made, the said Money shall, by Order of the said Court, upon Application thereto, be invested by the said Accountant General, in his Name, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends of the said Consolidated or Reduced Bank Annuities shall from Time to Time be paid by Order of the said Court to the Body or Person who would for the Time being have been entitled to the Rents and Profits of the Land so hereby directed to be purchased, in case such Purchase or Settlement were made.

When less than 200*l.* and amounting to 20*l.*

XXXI. Provided, That if any Money so agreed or assessed to be paid for any Land or Part thereof, or Share, Estate, or Interest therein or Charge thereon, purchased, taken, or used for Purposes aforesaid, belonging to any Corporation or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then and in all such Cases the same shall, at the Option of the Body or Person for the Time being entitled to the Rents and Profits of the Land, or Parts, Shares, Estates, Interests, or Charges so purchased, taken, or used, or of his Guardian or Committee in case of Infancy or Lunacy, to be signified in Writing under his Hand, to be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Chancery, and to be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same shall be paid at the like Option to Two or more Trustees to be nominated by the Body or Person making such Option and approved of by the Commissioners, such Nomination and Approbation to be signified in Writing under the Hands and Seals of the nominating Parties and the Common Seal of

of the Commissioners, in order that such Principal Money and the Dividends arising thereon may be applied in manner herein-before directed, so far as the Case may be applicable, without obtaining or being required to obtain the Direction or Approbation of the said Court of Chancery.

When less than 20*l.*

XXXII. Provided always, That where such Money so agreed or assessed to be paid as herein-before mentioned shall be less than Twenty Pounds, then and in all such Cases the same shall be applied to the Use of the Body or Person who would for the Time being have been entitled to the Rents and Profits of the Land, Parts, Shares, Estates, Interests, and Charges so purchased, taken, or used for the Purposes of this Act in such Manner as the Commissioners shall think fit, or in case of the Infancy or Lunacy of such Person then such Money shall be paid to his Guardian or Committee to and for the Use and Benefit of such Person so entitled.

In case of not making out Titles.

XXXIII. In case the Body or Person to whom any Sum of Money shall be agreed to be paid, or shall be awarded by any Jury, for the Purchase of any Land, or any Parts, Shares, Estates, or Interest therein or Charge thereon, to be purchased, taken, or used by virtue of this Act, shall not be able to make a good Title to the Premises to the Satisfaction of the Commissioners (whose Opinion in the Premises shall be final), or shall refuse to execute a Conveyance or Assignment thereof, or in case the Person to whom such Sum or Sums of Money shall be so agreed or awarded to be paid as aforesaid cannot be found, or if the Person entitled to such Land, Parts, Shares, Estates, Interests, or Charges be not known or discovered, then and in every such Case it shall be lawful for the Commissioners to pay the said Sum or Sums of Money so awarded or agreed to be paid as aforesaid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Chancery, to be placed to his Account to the Credit of the Party, if known, who shall be interested in the said Land, Parts, Shares, Estates, Interests, or Charges (describing such Land); but if such Party shall not be known, to the Credit of the said Commissioners, subject to the Order, Control, or Disposition of the said Court, which said Court, on the Application of any Body or Person making Claim to any Sum of Money or any Part thereof by Motion or Petition, shall be and the same is hereby empowered in a summary Way of proceeding, or otherwise as to the same Court shall seem meet, to order the same to be laid out and invested in the Public Funds, or to order Distribution thereof or Payment of the Dividends thereof, according

according to the respective Estate or Estates, Title or Interest, of the Body or Bodies, Person or Persons, making Claim thereunto, and to make such other Order in the Premises as to the said Court shall seem just and reasonable; and the Cashier of the Bank of *England* who shall receive such Sum of Money is hereby required to give a Receipt for such Sum or Sums of Money, mentioning and specifying for what the same is or are received, to such Person as shall pay any such Sum of Money into the Bank as aforesaid.

Where any Question shall arise touching the Title, the Person in possession shall be deemed entitled until the contrary be shown.

XXXIV. Provided always, where any Question shall arise touching the Title of any Body or Person to any Money to be paid into the Bank of *England* as aforesaid, in pursuance of this Act, for the Purchase of any Land, or Part thereof, or of any Estate, Right, Title, Charge, or Interest into or upon any Land to be purchased or taken in pursuance of this Act, or to any Bank Annuities to be purchased with any such Money, or to the Dividends of any such Bank Annuities, the Body or Person who shall have been in possession of such Land, Parts, Shares, Estates, Interests, or Charges at the Time of such Purchase, and every Body or Person claiming under such Body or Person, or under the Possession of such Body or Person, shall be taken to have been lawfully entitled to such Land, Parts, Shares, Estates, Interests, or Charges, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends of the Bank Annuities to be purchased with such Money, and also the Capital of such Bank Annuities, shall be paid accordingly, unless it shall be made to appear to the said Court that such Possession was a wrongful Possession, and that some other Person was lawfully entitled to such Land, or Part thereof, or to some Estate or Interest therein or Charge thereon.

Court of Chancery may order Expenses of Purchases to be paid by the Commissioners.

XXXV. Provided also, That where by reason of any Disability or Incapacity of the Body or Person entitled to any Land, or Part thereof, or Share, Estate, or Interest therein or Charge thereon, to be purchased or taken under the Authority of this Act, the Purchase Money for the same shall be required to be paid into the Bank of *England* as aforesaid, to be applied in the Purchase of other Land to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expenses of the Purchases to be made in pursuance of this Act, or so much of such Expenses as the said Court shall deem reasonable, to be paid by the Commissioners, who shall pay such Sum or Sums of Money out of the Monies appropriated and applicable to the Purposes of this Act, as the said

Court shall direct: Provided always, that the Costs of One Application only for Re-investment in Land shall be allowed, unless it shall appear to the said Court that it is for the Benefit of the Parties interested in the said Monies that the same should be invested in the Purchase of Lands in different Sums and at different Times, in which Case it shall be lawful for the Court, if it think fit, to order the Costs of any such Investments to be paid by the Commissioners.

Where the Title is defective by reason of a Rent payable out of other Land, as well as Land required for the Purposes of this Act, the Money paid into the Bank to be laid out in the Purchase of other Land which shall be subject to the Rent in the same Manner.

XXXVI. Where the Money awarded to be paid for any Land which shall be taken for the Purposes of this Act shall be paid into the Bank of *England* in manner herein-before directed, in consequence of a good Title not having been made to such Land to the Satisfaction of the Commissioners, or any Person authorized by them, by reason of the same Land being subject, together with other Land not required for the Purposes of this Act, to a Rent payable to some Body or Person unable or unwilling to release therefrom the Land so to be taken, then and in every or any such Case the Land for the Value of which the Money to be paid into the Bank, together with the Money (if any) to be retained for Costs and Charges under the Authority of this Act, shall be assessed to be paid, shall be for ever discharged from such Rent and all Claims and Demands in respect thereof; and the Money to be paid into the Bank of *England* shall be laid out and invested under the Direction of the Court of Chancery, to be signified by an Order made upon a Petition to be preferred in a summary Way by the Body or Person who would have been entitled to the Rents and Profits of the Land for the Value of which such Money respectively shall have been paid as aforesaid, in the Purchase of other Land which shall be conveyed and settled, subject, together with such other Land, to such Rent, to the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Land so to be taken as aforesaid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase shall be made the said Money shall, by Order of the said Court, upon Application thereto, be invested by the Accountant General of the said Court, in his Name, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities; and in the meantime, and until the Bank Annuities shall be ordered by the said Court to be sold for the Purposes aforesaid, the Dividends and annual Produce of the said Bank Annuities shall from Time to Time be paid by Order of the said Court to the Body or Person who would for the Time being have been entitled to the Rents and Profits of

of the said Land hereby directed to be purchased in case such Purchase and Settlement were made; and the Land so to be purchased and settled shall be subject to the Rent to which the same shall be declared as aforesaid in the Conveyance and Settlement thereof to be subject, in the same Manner to all Intents and Purposes as the Land taken or to be taken for the Purposes of this Act as aforesaid were subject thereto; and the Body or Person to whom such Rent shall be payable shall have such and the same Powers and Remedies for enforcing the Payment thereof or of any Part thereof, out of or upon the Land to be comprised in such Conveyance and Settlement, and declared to be subject thereto, as he would have been entitled to if such Rent had originally been reserved out of or charged upon the same instead of the Land to be taken for the Purposes of this Act, and in the same Manner to all Intents and Purposes as such Rent was reserved out of or charged upon such last-mentioned Land, together with the other Land subject thereto; and in the meantime and until such Purchase shall be made it shall be lawful for the said Court, if it shall think proper, upon Application thereto, to order any Part of the Dividends and annual Produce of the Bank Annuities in which the said last-mentioned Money shall be invested to be paid from Time to Time to the Body or Person for the Time being entitled to the said Rent, in discharge thereof or Part thereof, as the Case may be.

Power to purchase the Release of Land wanted from Rents charged thereon.

XXXVII. Where any Land purchased or wanted or intended to be purchased by the Commissioners shall be subject, solely or jointly with other Land not intended or wanted to be purchased, to or with any Rent Service, Rentcharge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the Commissioners to agree for the Release of the Land so purchased or wanted, or intended to be purchased, from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such gross Sum as shall be agreed upon between the Commissioners and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same, and which Agreement may be entered into by any Person and Corporation by this Act authorized and empowered to sell or convey Land; and the Monies to be paid shall be paid and applied in manner herein-before directed with regard to the Purchase Money on the Sale of Land; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Land is by this Act directed to be settled

settled in case of Dispute as to the Value thereof, which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Land purchased or wanted or intended to be purchased, and shall also (where necessary or convenient) apportion the Rent, Payment, or Incumbrance affecting the Land jointly subject to the Rent, Payment, or Incumbrance as herein-before mentioned according to the respective Values of the Land purchased or wanted or intended to be purchased, and of the Land not purchased or wanted or intended to be purchased by the Commissioners; and all Assurances which shall be made by and between or to the Commissioners and any such Party as aforesaid respecting such Release shall be valid in the Law, and shall extinguish the whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that where the Party entitled to such Rent, Payment, or Incumbrance shall consider the remaining Part of the Land so jointly subject, and the same shall in fact be a sufficient Security for such Rent, Payment, or Incumbrance, and shall be willing to release the Land so purchased by the Commissioners therefrom, then it shall be lawful for the Party entitled by this Act or capacitated to apportion such Rent, Payment, or Incumbrance, or to release the Land so purchased therefrom, (with the Consent of the Owner of the Land so purchased, and also of the Owner of the Land so jointly subject as aforesaid,) to release the Land so purchased as aforesaid from the Rent, Payment, or Incumbrance so affecting the same as aforesaid, jointly with other Land, on condition or in consideration of such other Land continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, or Incumbrance; provided also, that when any of the Land purchased by the Commissioners shall be released from a Part only of any Rent, Payment, or Incumbrance affecting the same jointly with other Land not purchased by the Commissioners, such last-mentioned Land shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Land not so purchased had been originally charged with that Amount only; provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the Commissioners, on Tender for that Purpose of any Deed or Instrument creating or transferring the Remainder of such Rent, Payment, or Incumbrance, to endorse a Memorandum on such Deed or Instrument declaring what Part of the Land originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this

this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrances which shall continue payable, and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Rents on Leases to be apportioned.

XXXVIII. In all Cases in which a Part only of any Land comprised in any Lease or Agreement for Lease for a Term of Years unexpired, or for a Life or Lives, or for a Term determinable on a Life or Lives, shall be required for the Purposes of this Act, the Rent payable in respect of any Land comprised in such Lease or Agreement for a Lease shall be apportioned between the Land required for the Purposes of this Act and the Residue of such Land; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Land to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lessor from whom such Land is holden or agreed to be holden, and any Person hereby capacitated to sell who shall be a Lessor shall be capacitated to assent and to bind the Property in respect of such Assent; and after such Apportionment the Tenant or Lessee of the Land comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Land not required for the Purposes of this Act; and the Lessor of the said Land shall have all such and the same Remedies for the Recovery of the Rent so apportioned in respect of the Land not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Land comprised in such Lease or Agreement for Lease, and not required for the Purposes of this Act, but the same shall, as to such last-mentioned Land, but not further, continue in full Force.

Mortgagees to convey to the Commissioners.

XXXIX. Every Body and Person having any Mortgage on any Land which shall be required to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in trust for any other Body or Person, and whether in possession of such Land by virtue of such Mortgage or not, and whether such Mortgage shall affect such Land solely or jointly with any other Land which shall not be so required) shall, on Payment or Tender by the Commissioners, or by any Person by them authorized, of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Months Interest on the said Principal Money (which Tender and Payment the Commissioners are hereby authorized to make, and to deduct the same from any Sum agreed or directed to be paid for an Estate or Interest of the Party entitled to the Equity of Redemption) of and in the Land so mortgaged, in case the same shall be sufficient for the Purpose, immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Land which shall be so required to the Commissioners and their Successors, or to such Person as the Commissioners shall appoint; or in case such Mortgagees shall have Notice in Writing from the Commissioners, or from the Party entitled to the Equity of Redemption of and in the same Land, that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six or less Number of Months, to be computed from the Day of giving such Notice, then at the End of such Six or less Number of Months, on Payment or Tender by the Commissioners of the Principal Money and Interest which would become due at the End of Six Months from the Time of giving such Notice, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Land which shall be so required for the Purposes of this Act to the Commissioners and their Successors, or as the Commissioners shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid on such Payment or Tender as aforesaid, then on Payment of such Money, Interest, and Costs into the Court of Chancery as herein-after mentioned all Interest on every such Mortgage, Debt, and all Claim and Right of every such Mortgagee thereto, shall thenceforth cease: Provided always, that in case any such Mortgagee shall, in either of the Cases aforesaid, neglect or refuse to convey, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage as aforesaid, into the Bank of *England* at or near the End of Six Months from the Day of giving such Notice as aforesaid,

or as soon after as possible, or in lieu of such Notice and in addition to the said other Monies of Six Months Interest in advance for the Use of such Mortgagee at any Time after Tender of the Principal, Interest, and Costs, and Six Months Interest in advance as aforesaid, the Cashier of the said Bank shall give a Receipt for the said Money in the like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate and Interest of such Mortgagee, and of every Person in trust for him or for whom he shall be Trustee, shall vest in the Commissioners and their Successors, who shall be deemed to be in the actual Possession of the Land comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

As to Cases where the Mortgage Money is more than the Value of the Land, or a Part only of the Land is taken.

XL. In all Cases in which any Land subject to any Mortgage shall be required for the Purposes of this Act, which Land shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of the Land subject to any Mortgage shall be required for the Purposes of this Act, and such Part shall be of less Value than the Principal Monies, Interest, and Costs secured on such Land, and the Mortgagee thereof shall not consider the remaining Part of such Land to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money and all Interest due and to become due thereon, and all Costs, the Value of such Land, or, as the Case may be, of such Part of the said Land as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done in respect of the Parts so required, shall be settled and agreed upon by and between such Mortgagee and the Body, Trustee, or Person entitled to the Equity of Redemption of such Land, whether absolutely or for such Estate as might capacitate such Parties to convey for the Purposes of this Act on the one Part and the Commissioners on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation being so agreed upon or determined as aforesaid shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon convey, assign, and transfer all his Interest in such mortgaged Land the Value whereof shall have been so agreed upon or determined as aforesaid, or in case of the Party neglecting or refusing to convey, assign, or transfer

transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of the said Mortgagee, as by this Act is provided in Cases of the like Nature, and such Payment to the Mortgagee or into the Bank as last aforesaid shall be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Land as shall be so taken or used from all Principal and Interest and other Money due or secured thereon, and thereupon such mortgaged Land shall become absolutely vested in the said Commissioners and their Successors, who shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that every Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of his Mortgage Money or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Land not required for the Purposes aforesaid, as he would have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Land originally comprised in such Mortgage: Provided also, that when a Part only of the Land subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Land so taken shall, on the Assignment or Conveyance thereof to the Commissioners and their Successors, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage at the Time of executing such Assignment or Conveyance to the Commissioners, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Commissioners to the Person so entitled as aforesaid to the Equity of Redemption of the Land comprised in such Mortgage Deed.

Tenants at Will or from Year to Year to quit after Notice given.

XLI. Every Tenant at Will or Lessee for a Year, or any other Person in possession of any such Land or any Part thereof which shall be purchased by virtue of this Act or vested in the Commissioners for the Purposes aforesaid, who shall have no greater Interest in the Premises than as Tenant at Will or Lessee for a Year or from Year to Year, shall, at the End of Six Months next after Notice in Writing under the Corporate Seal of the Commissioners shall have been given to him or left at the Premises which are the Subject of such Notice, and whether such Notice be given with reference to the Time of such Tenant's holding or not, quit and relinquish the said Premises unto the Commissioners or to such Person as shall be by them authorized to receive Possession thereof; and in case any such Lessee shall be compelled

compelled to quit before the Expiration of his Term or Interest in any such Premises, then and in such Case the Commissioners shall give Satisfaction and Compensation for the Loss or Damage which he shall sustain thereby, and in case of any Difference as to the Amount of such Satisfaction or Compensation the same shall or may be settled and ascertained by a Jury in the same Manner as the Sums of Money to be paid for the Purchase of any Land is herein-before directed to be ascertained, or if the Commissioners and the other Parties in Difference shall agree thereto the same may be settled by a Reference to the Award of Arbitrators and their Umpire, to be chosen by the Parties in Difference; and that all and every Person and Body in possession of any Land or any Part of any Land which shall or may be purchased in pursuance of this Act by the Commissioners or vested in them for any of the Purposes aforesaid shall, upon Payment or Tender as aforesaid of such Recompence or Satisfaction for any of his Term, Estate, or Interest in the Premises as shall be mutually agreed upon, or as shall be settled, ascertained, and awarded by any Referee or Referees or Umpire, or by Verdict or Inquisition of a Jury in manner aforesaid, quit and relinquish the said Premises so in their respective Possessions unto the Commissioners or to such Person as shall be by them authorized to receive Possession of the same, and all the Leases, Demises, Contracts, and Agreements whatsoever under or by virtue whereof any such Person or Body shall hold the said Premises, shall, at and from the End and Expiration of such Six Months or upon such Payment or Tender as aforesaid, be absolutely void and of none Effect as against the Commissioners, and if any such Tenant at Will or Lessee or other Person or Body shall refuse or neglect to deliver up the Premises at the Expiration of such Six Months, or upon such Payment or Tender as aforesaid, it shall be lawful for any Justice of the Peace for the City and Liberty of *Westminster* to issue his Precept or Warrant to the Constables of the said City and Liberty for the Time being, or any of them, or to any Person to be by such Justice appointed a Constable for that especial Purpose, commanding and requiring such Constable or Constables or any of them to cause Possession of the said Premises to be taken and afterwards delivered to such Person as shall in such Precept or Warrant be nominated to receive the same on behalf of the Commissioners, and the said Constables and every of them are and is thereupon hereby authorized and required to cause such Possession to be taken and delivered accordingly: Provided always, that nothing in this Act contained shall prevent or restrain the Commissioners, whenever they may deem it just and reasonable so to do, from granting Compensation to any Tenant at Will for giving up the Possession of

the Premises under or by virtue of this Act in any Case where special Injury shall be proved to their Satisfaction.

Persons authorized to sell may refer it to Arbitrators to fix the Price.

XLII. Every Person and Body hereby capacitated to sell, and who may not agree with the Commissioners as to the Price to be paid, may, if he shall think fit, instead of having the Values ascertained by a Jury as aforesaid, agree with the Commissioners to refer it to any Person or Persons and their Umpire to ascertain the Amount to be paid, and every such Agreement and the Award to be made in pursuance thereof shall be in all respects binding and effectual, and as if the Value had been ascertained by a Jury.

Power to clear the Ground and sell old Materials.

XLIII. It shall be lawful for the Commissioners and they are hereby empowered to pull down or cause to be pulled down all Houses and other Erections and Buildings which shall be purchased by virtue of this Act, or such of them, or such Part thereof, as they shall think proper to be pulled down, and to level and clear the Ground whereon the same shall stand, and all other the Ground to be purchased by virtue of this Act, in such Manner as they shall think proper, and to sell or cause to be sold the Materials of the Houses and other Buildings to be taken down and removed pursuant to this Act, and the Monies to be produced by the Sale thereof (after deducting the Expenses of pulling down such Houses and Buildings respectively, and of such Sale or Sales), and also the Rents and Profits of such Houses and Buildings to be purchased or taken by virtue of this Act, until the same shall be pulled down or cleared, shall be received and applied by the Commissioners for the Purposes of this Act.

Purchases to be made under the Authority of the Treasury.

XLIV. No Purchase shall be made by the Commissioners for the Purposes of this Act without the Assent in Writing of the Lord High Treasurer or the Commissioners for executing the Office of Lord High Treasurer; but it shall not be necessary for any Vendor or any Purchaser from the said Commissioners to ascertain that such Assent has been given, nor shall the Commissioners be bound to produce to any such Vendor or Purchaser any Evidence of such Assent: Provided nevertheless, that such Assent may be given either generally or for any particular Purchase or Purchases as to the said Lord High Treasurer or Commissioners for executing the Office of Lord High Treasurer as aforesaid shall seem meet.

Materials, &c. vested in the Commissioners.

XLV. The Right and Property of all and every the Gates, Bars, Posts, Rails, Sheds, Carts, Engines, Materials for paving, Implements,

ments, Utensils, and Things whatsoever which may be erected and set up or provided by the Commissioners, or by their Order or otherwise, belonging to and used by them for the Purposes of this Act, and also any Materials which formed Part of any Buildings which may be pulled down by the Direction of the Commissioners in pursuance of the Powers of this Act, shall be vested in the Commissioners, and they are hereby empowered to dispose of and apply the same for the Purposes of this Act as they shall think fit, and to bring any Action or Actions, and to prefer and prosecute with Effect any Bill or Bills of Indictment, against any Person or Persons who shall steal, secrete, injure, damage, or dispose of the same, or any of them respectively, to their own Use and Uses, or shall disturb them the Commissioners, or their Officers, or other Persons acting under them in the Possession thereof.

Commissioners may cause Actions to be brought for Breach of Contract.

XLVI. In case any Contract entered into in pursuance of this Act with the Commissioners, or in case all or any of the Works to be done in pursuance of this Act, shall not be well and sufficiently performed according to the Intent and Meaning of any Contract or Contracts to be entered into by the Commissioners for any of the Purposes of this Act, or shall not be completed within the Time or Times specified in such Contract, then and in every such Case the Commissioners may cause an Action to be brought in any of Her Majesty's Courts of Law at *Westminster* against any such Contractor for any Penalty contained in his Contract; and on Proof of the signing of the said Contract, and Nonperformance thereof at the Time or Times for that Purpose to be therein mentioned, the Commissioners shall be entitled to and shall recover the full Penalty contained in any such Contract, any Law, Custom, or Usage to the contrary in anywise notwithstanding, which Penalty, when recovered, shall be applied to the Purposes of this Act: Provided always, that it shall be lawful for the said Commissioners, if they think fit, to compound and agree with any such Contractor for any Penalty incurred by him for the Breach or Nonperformance of any such Contract for such Sum of Money as the said Commissioners shall think proper.

Costs and such Sum as Jury may find to be paid to Person obtaining Judgment in lieu of Lands.

XLVII. If any Proceedings shall be taken for the Recovery of the Possession of any Land so purchased or taken for the Purposes of this Act, then, within Two Months after any Judgment shall be obtained by any Person for the Recovery of the Possession of any such Premises, there shall be paid or tendered to any Person so obtaining such Judgment in lieu of such Premises his Costs on any Proceeding for the obtaining such Judgment, together

together with such Sum of Money as a Jury shall, in the Manner herein-after mentioned, find to have been the Value of the said Premises at the Time when the same were conveyed for the Purposes of the Act, or when Possession thereof was taken as aforesaid; and the Jury who shall try any Proceeding brought for the Recovery of the Possession of any Premises as aforesaid shall at the same Time ascertain the Value of such Premises at the Time when they were conveyed for the Purposes of this Act or when Possession was taken thereof, and the Value so found shall be certified by the presiding Judge under his Hand, and such Certificate shall be delivered to the Person seeking to recover Possession of the same Premises, and such Value shall be the Amount to be paid in lieu of the said Premises, and the same shall be paid by the Commissioners out of Monies in their Hands applicable for the Purposes of this Act; and the said Land the Possession whereof was so sought to be recovered shall remain vested in the Commissioners and their Successors for the Purposes of this Act, such Amount or Value being taken and accepted in lieu thereof.

Commissioners to make good to Parishes of St. Margaret and St. John the Evangelist, Westminster, Deficiencies in Rates.

XLVIII. And whereas by reason of taking the Land mentioned in the Schedule to this Act, and for the Purposes thereof, there may be Deficiencies in the Produce of the Assessments for the Relief of the Poor, and making certain Payments directed by Act of Parliament to be made out of the Poor's Rate, as also in the Produce of other Assessments directed to be raised and levied on the Persons and in respect of the Property by Law rateable to the Relief of the Poor of the Parishes of *Saint Margaret* and *Saint John the Evangelist, Westminster:* And whereas the Rates of the said Parishes have been mortgaged and are now charged with and subject to the Repayment of certain Sums amounting in the aggregate to Thirty-five thousand four hundred and three Pounds, or thereabouts, Principal Money, with Interest thereon, and which Charges it is calculated will be wholly paid off on or before the Twenty-fifth Day of *December* One thousand eight hundred and seventy-three; and it is expedient that Provision should be made for a Contribution for a limited Time by the said Commissioners in aid of the Poor Rates and other Rates to be raised and levied as herein-before mentioned: Be it enacted, That the said Commissioners shall, from and after the Twenty-ninth Day of *September* One thousand eight hundred and fifty-nine, yearly and every Year until the Twenty-ninth Day of *September* One thousand eight hundred and seventy-three, by and out of such Monies as Parliament may from Time to Time place at their Disposal for that Purpose, pay and make good to the said Parishes such Sum or Sums of Money, not exceeding the Sum of Four hundred Pounds *per Annum*, as shall be deficient in respect of the said

said Rates by reason or means of taking the Land mentioned in the said Schedule for the Purposes of this Act, such Deficiencies to be calculated and ascertained with reference to the Sum of Three hundred and seventy-five Pounds, being the Amount actually collected for and in respect of such Rates made in the Year One thousand eight hundred and fifty-eight, in respect of Houses and Buildings which may be shut up or taken down, or of Ground taken and used by the Commissioners for the Purposes of this Act, an Account of which Deficiencies shall from Time to Time be made out and delivered to the Commissioners, verified by the Collector or other proper Officer of the said Parishes in such Manner and Form as the Commissioners shall direct, and no Payment shall be made until such Account has been delivered, duly verified, to the said Commissioners, and approved of by them or on their Behalf.

When First Payment to be made.

XLIX. The First Payment in respect of such Deficiencies so ascertained and verified as aforesaid to be made on the Twenty-ninth Day of *September* One thousand eight hundred and sixty, and the Receipts of the Treasurer for the Time being of the said Parishes or of the Collector for the Time being of the said Rates, shall be a good and sufficient Discharge to the Commissioners for such Payment: Provided always, that in case any Act shall be passed before the Twenty-ninth Day of *September* One thousand eight hundred and seventy-three, rendering Crown or public Property, or the Owners or Occupiers thereof, liable to be assessed to the Poor Rate and other Rates to be raised and levied as herein-before mentioned, the Contribution or Payments by this Act provided for in respect of such Deficiencies in the Poor Rates and other Rates as aforesaid shall thereupon cease, and be no longer made or paid.

Deeds, &c. not liable to Stamp Duty.

L. No Deed, Bond, or other Instrument which shall be made or executed by, to, or with the Commissioners, or otherwise, for any of the Purposes of this Act shall be subject or liable to any Stamp Duty imposed by any Act now in force, nor to any Stamp Duty to be imposed by any future Act, unless such Instruments be specially subjected and specifically charged therewith by any future Act.

Persons giving false Evidence guilty of Perjury.

LI. All Persons who upon any Examination to be taken by virtue of this Act shall wilfully and corruptly give false Evidence, or otherwise forswear themselves before any Jury, or before any Justice of the Peace acting as such in the Execution of such Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to such and the same Pains and Penalties as Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable to.

Plaintiff not to recover without Notice, or after Tender of Amends.

LII. No Plaintiff shall recover in any Action to be commenced against any Person for anything done in pursuance of this Act, unless Notice in Writing shall have been given to the Defendant or left at his last or usual Place of Abode Twenty-one Days before such Action shall be commenced of such intended Action, signed by the Attorney for the Plaintiff, specifying the Cause of such Action; nor shall the Plaintiff recover if Tender of good and sufficient Amends shall have been made to him or his Attorney by or on behalf of the Defendant before such Action brought, nor if such Tender of Amends shall be made at any Time after such Action brought and before the Trial thereof, with Costs of Suit to the Time of such last-mentioned Tender, but on Proof of such Tender on any Trial to be had in such Action the Plaintiff shall be nonsuited, and shall pay full Costs, to be recovered in the same Manner as any Defendant may recover Costs in any other Case by Law, or in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court wherein any such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Judgment shall be had, made, and given in and by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

Limitation of Actions.

LIII. Provided always, That no Action or Suit shall be brought or prosecuted against any Person or Body for anything done in pursuance of this Act after Three Calendar Months next after the Fact committed, or in case there shall be a Continuation of Damages then after Three Months next after the doing or committing such Damage shall have ceased, and not afterwards, and every such Action or Suit shall be laid and brought in the Liberty or County where the Matter in dispute shall arise, and not elsewhere; and the Defendant in every such Action or Suit shall and may at his Election plead specially or plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the same was done in pursuance and by the Authority of this Act; and if it shall appear to have been so done, or if any such Action or Suit shall have been brought before Twenty-one Days Notice shall have been given, or after a sufficient Satisfaction made or tendered as aforesaid, or shall be brought in any other County or Place than as aforesaid, then and in every such Case the Jury or Juries shall find for the Defendant.

For protecting the Rights of the Metropolitan Board of Works.

LIV. Provided always, That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Metropolitan Board of Works in relation to Sewers.

LV. Nothing

Commissioners not to be personally liable.

LV. Nothing in this Act, or in any Deed or Instrument entered into or made by the Commissioners for the Purposes of this Act, shall extend to charge the Person or Persons of all or any of the Commissioners executing any such Deed or Instrument, or the Heirs, Executors, or Administrators of the same Commissioners, or any of them, or either or any of their own proper Lands, Tenements, Goods, or Chattels, with or for the Performance of all or any of the Covenants, Conditions, or Agreements in the said Deed or Instrument contained on the Part of the same Commissioners or any of them; but the Amount of all Costs, Charges, Damages, or Expenses which shall or may be recovered in any Suit or Suits at Law or in Equity against them the Commissioners or any of them, or against their or any of their Heirs, Executors, or Administrators, for or by reason or means of such last-mentioned Deed or Instrument, or the Covenants, Conditions, or Agreements therein contained, and also all the Costs, Charges, Damages, and Expenses which the Commissioners shall bear, pay, expend, be put to, or which shall be occasioned to them for or by reason or means of any such Deed or Instrument, or any Covenant, Condition, or Agreement therein contained, or any Action or Actions, Suit or Suits, to be brought or prosecuted by or against them or any of them thereupon, shall respectively be paid and discharged by and out of the Monies applicable to the Purposes of this Act.

Monies payable to the Commissioners of Works, &c. to be paid over to the Paymaster General.

LVI. All Monies payable to the Commissioners under the Provisions of this Act from the Sale of any Materials or otherwise shall be paid to Her Majesty's Paymaster General or the Deputy Paymaster General for the Time being, or other Officer acting for the Paymaster General, whose Receipt unstamped shall be a sufficient Discharge for the same to the Persons paying the same, and such Monies so paid as aforesaid shall from Time to Time be by such Paymaster General paid over and applied as the Commissioners shall by any Order direct, and in the meantime shall be applied or invested in the Purchase of Exchequer Bills if the Commissioners shall so direct.

Contracts made by First Commissioner of Works to be valid.

LVII. All Contracts made by the First Commissioner of Her Majesty's Works and Public Buildings in the Execution of any of the Powers by this Act given to the Commissioners hereby incorporated as aforesaid shall be valid, and shall be binding on the Commissioners as if the same had been under their Corporate Seal.

Deeds to be enrolled in the Court of Exchequer.

LVIII. Every Conveyance, Assignment, or other Deed or Instrument whereby any of the Land by this Act authorized to be purchased

purchased shall be conveyed or assigned to the Commissioners of Her Majesty's Works and Public Buildings for the Purposes of this Act, shall be enrolled amongst the Records of Her Majesty's Court of Exchequer, and entered in the Books of the said Commissioners, and every such Conveyance, Assignment, or other Deed or Instrument when so enrolled shall, without any other Enrolment or Acknowledgment thereof, and without any Registry thereof, be as good and available in Law, and of the like Force and Effect in all respects and to all Intents and Purposes, as if the same or a Memorial thereof had been registered in the Office appointed for registering Deeds and other Conveyances of Land and Tenements in the County of *Middlesex*, any Act of Parliament, Law, Practice, or Usage to the contrary in anywise notwithstanding.

Short Title.

LIX. It shall be sufficient for all Purposes to cite this Act as "The Public Offices Extension Act, 1859."

The SCHEDULE referred to in the foregoing Act.

The Parish of Saint Margaret, in the City and Liberty of Westminster, in the County of Middlesex.

No. on Plan.	No. in Street.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
			Upper Crown Street.		
1	1	Dwelling House and Yard	- - -	- - -	Daniel Pudduck and his weekly Tenants.
2	2	Dwelling House and Yard	- - -	Daniel Pudduck. - - -	Daniel Pudduck and his weekly Tenants.
3	3	Dwelling House and Yard	Major General Edward Pery Buckley.	- - -	Daniel Pudduck and his weekly Tenants.
4	4	Dwelling House and Yard	- - -	Wm. Octavius Garstin.	Daniel Pudduck and his weekly Tenants.
5	5	Dwelling House and Yard	- - -	- - -	Wm. Bennett and his weekly Tenants.
6	6	Dwelling House, Beer-shop, and Yard.	- - -	- - -	Robt. Webster and his weekly Tenants.
7	7	Dwelling House and Yard	- - -	Eliza Fitzherbert Forssteen.	Wm. Findlay and his weekly Tenants.
8	8	Dwelling House and Yard	- - -		Rebecca Friend and her weekly Tenants.
9	9	Dwelling House and Yard	The Dean and Chapter of St. Peter, Westminster.	- - -	Robt. Tyler and his weekly Tenants.
10	59	Dwelling House and Yard	- - -	- - -	John Lindsey and his weekly Tenants.
11	58	Dwelling House and Yard	- - -	Martha Gibbons.	Wm. Bramwell and his weekly Tenants.
12	55	Dwelling House and Yard	- - -	David Gibbons.	Jane White and her weekly Tenants.
13	12	Dwelling House, Shop, and Yard.	- - -	- - -	Jane White and her weekly Tenants.
			Crown Court.		
14	1	Dwelling House and Yard	Major-Genl. Edwd. Pery Buckley.	Joseph Bowley -	John Wadley and his weekly Tenants.
15	2	Dwelling House and Yard	The Dean and Chapter of St. Peter, Westminster.	Martha Gibbons, David Gibbons.	George Sommers and his weekly Tenants.
16	3	Dwelling House, Shop, and Yard.		Eliza Fitzherbert Forssteen.	
17	4	Dwelling House and Yard	Major-Genl. Edwd. Buckley.	Joseph Bowley -	John Wadley and his weekly Tenants.
			Lower Crown Street.		
18	13	Dwelling House and Yard	- - -	Richard Whatley, Elizabeth Wilmot Whatley, Geo. Lucas.	George Lucas and his weekly Tenants.
19	14	Dwelling House and Yard	The Dean and Chapter of Saint Peter, Westminster.	- - -	Geo. Lucas and his weekly Tenants.
20	15	Dwelling House and Yard		Wm. Thos. Mackrell.	Mary Ann Thompson and her weekly Tenants.
21	16	Dwelling House and Yard	- - -	- - -	Samuel Pettifer and his weekly Tenants.

Public Offices Extension.

No. on Plan.	No. in Street.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
			Lower Crown Street—continued.		
22	17	Dwelling House and Yard	- - -	- - -	Geo. Selman and his weekly Tenants.
23	18	Dwelling House and Yard	- - -	Lewis Glenton.	Geo. Bowater and his weekly Tenants.
24	19	Dwelling House, Shop, and Yard.	Wm. Thos. Mackrell.	- - -	Mary Ann King and her weekly Tenants.
25	20	Part of Public House and Yard called "The Anchor and Crown."	- - -	Joseph Carter Wood.	Thomas Rourke.
26	21	Other Part of Public House and Yard.	- - -		
27	22	Dwelling House and Yard.	The Dean and Chapter of St. Peter Westminster.	- - -	Edwd. Langley and his weekly Tenants.
28	23	Part of Dwelling House and Shop - -	Edmund Wood, Emily Askew Wood, Barclay Farquharson Watson.	John Christr. Cockerell.	John Christopher Cockerell.
			King Street.		
29	16	Other Part of Dwelling House and Shop.	The Dean and Chapter of St. Peter, Westmr. Edmund Wood, Emily Askew Wood, Barclay Farquharson Watson.	- - -	John Christopher Cockerell.
30	16A	Dwelling House and Shop - -		John Christr. Cockerell.	Thos. Brockington.
			Charles Street.		
31	1	Dwelling House and Shop	- - -	Thos. White -	Thos. White, Thos. John White.
32	2	Public House, called "The Northumberland Arms."	Letitia Rawlings.	John Lettsom Elliot, James Watney.	James Bishop.
33	3	Dwelling House and Shop	- - -	- - -	Edwd. Lee and his weekly Tenants.
34	4	Dwelling House and Shop	- - -	- - -	Martha Colebrook and her weekly Tenants.
35	5	Dwelling House and Shop	Wm. Hy. Lewer -	- - -	Josh. Bowley and his weekly Tenants.
36	6	Dwelling House and Shop	- - -	- - -	John Catton and his weekly Tenants.
37	7	Dwelling House, Shop, and Yard.	- - -	Jas. Fredk. Garrard.	Jas. Fredk. Garrard.
38	8	Dwelling House, Shop, and Yard.	Ann Gardner.	- - -	Ann Gardner and her weekly Tenants.
39	9	Dwelling House, Shop, and Yard.	- - -	Wm. Wright Larken.	Wm. Wright Larken.
40	10	Dwelling House, Shop, and Yard.	- - -	- - -	Jas. Puttick and his weekly Tenants.
41	11	Dwelling House, Shop, and Yard.	Major-Genl. Edwd. Pery Buckley.	Geo. Jas. Yonge, Chas. Crighton.	Geo. Jas. Yonge, Chas. Crighton.
42	12	Dwelling House, Shop, and Yard.		Rt. John Townsend	Robt. John Townsend.
43	13	Dwelling House and Yard	Arthur Hyde Dendy, Saml. Fredk. Dendy (Exors. of Saml. Dendy decd.), Henry Clutton, Receiver under the Court of Chancery.	- - -	Arthur Hyde Dendy, Amelia Assig and her weekly Tenants.

Public Offices Extension.

No. on Plan.	No. in Street.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
		Charles Street—continued.			
44	14	Dwelling House, Shop, and Yard.	Major-Genl. Edwd. Pery Buckley.	Martin Steele, Jno. Cracklen.	John Cracklen and his weekly Tenants.
45	15	Dwelling House and Yard	John Edmd. Gardner.	- - -	Rebecca Lloyd and her weekly Tenants.
46	16	Dwelling House, Shop, and Yard.	- - -	Martin Steele, John Cracklen.	John Cracklen and his weekly Tenants.
47	17	Dwelling House, Shop, and Yard.	Major - General Edward Pery Buckley.	Martin Steele, John Cracklen.	Martin Steele, John Cracklen and his weekly Tenants.
48	18	Dwelling House, Shop, and Yard.		Chas. Adkins -	Chas. Adkins and his weekly Tenants, Alexr. Stewart.
49	19	Dwelling House and Yard	- - - -	Robt. Franklin -	Robt. Franklin.
50	20	Dwelling House and Yard	Wm. Octavius Garstin, Exor. of Richd. Brealey, decd.	Henry Thomas -	Henry Thomas and his weekly Tenants.
51	21	Dwelling House and Yard		Jas. Jackson -	Jas. Jackson and his weekly Tenants.
52	22	Dwelling House and Yard		Robt. Tyler -	Robt. Tyler and his weekly Tenants.
53	23	Dwelling House and Yard	- - -	Peter Ballennie -	Peter Ballennie and his weekly Tenants.
54	24	Dwelling House and Yard	- - -	Robt. Beckerson -	Robt. Beckerson and his weekly Tenants.
55	25	Dwelling House and Yard	- - -	- - -	Wm. Gregory and his weekly Tenants.
56	26	Dwelling House and Yard	Major-Genl. Edwd. Pery Buckley.	- - -	Thos. Brockington and his weekly Tenants.
57	27	Dwelling House and Yard	- - -	Martin Steele -	Richard Powell and his weekly Tenants.
58	28	Dwelling House and Yard	- - -	Chas. Jones -	Chas. Jones, London Association in aid of the Moravian Missions, Robt. Webb, Secretary.
		Duke Street.			
59	6	Dwelling House and Offices.	Caroline Molesworth, Rev. Ralph Colley Smith, Richd. Hunter, Frédk. Gwatkin.	Wm. Barron, Thos. Smith.	Wm. Barron, Thos. Smith.
60	7	Dwelling House, Offices, and Yard.		Wm. Lee - -	Wm. Lee.
61	8	Dwelling House, Offices, and Yard.		Emily Morrison -	Emily Morrison.
62	9	Dwelling House, Offices, and Yard.		Wm. Yates Freebody.	Wm. Yates Freebody, Robison Wright, Alexr. Comrie, Chas. Owen Adkinson, Wm. Phillips.
		Public Streets and Ways.			
63	—	Public Street, called Upper Crown Street.	- - -	- - -	The Board of Works for the Westminster District, the Chelsea Waterworks Company, the Equitable Gas Company, the Chartered Gas Company, the London Gas Company, and the Public.
64	—	Public Street, called Lower Crown Street.	- - -	- - -	
65	—	Public Way, called Crown Court.	- - -	- - -	
66	—	Public Street, called Charles Street.	- - -	- - -	
67	—	Public Street, called Duke Street.	- - -	- - -	
68	—	Public Street, called King Street.	- - -	- - -	The Board of Works for the Westminster District, the Chelsea Waterworks Company, the Equitable Gas Company, the Chartered Gas Company, the London Gas Company, the Electric and International Telegraph Company, and the Public.

Public Offices Extension.

No. on Plan.	No. in Street.	Description of Property.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.
		St. James's Park.			
69	—	Steps or Way - -	The Crown -	- - -	The Crown.
70	—	Gravel Road - -	The Crown -	- - -	The Crown.
71	—	Enclosed Lawn - -	The Crown -	- - -	The Crown.

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