ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

****

Cap. cvii.

An Act for facilitating the Erection of a Church to be called "*St. Gabriel's*" in the District Parish of *St. Peter Pimlico* in the County of *Middlesex*, and for other Purposes. [14th *August* 1850.]

WHEREAS there is in the District Parish of *Saint Peter Pimlico*, which was formed and assigned out of the Parish of *Saint George Hanover Square* in the County of *Middlesex* and Diocese of *London*, a great and increasing Want of Church Accommodation: And whereas the Right Honourable and Right Reverend Father in God *Charles James* Lord Bishop of *London* is in right of his See the Patron of the Perpetual Curacy of that District Parish, and also of the Rectory of *Saint George Hanover Square*, and the Reverend *Thomas Fuller* Clerk is the Incumbent of that Perpetual Curacy, and they are respectively desirous that a new Church, to be called *Saint Gabriel's*, should be erected in that District Parish, and that a Part of that District Parish should be assigned as a District Chapelry for the intended Church: And whereas a Subscription has been entered into for erecting the intended Church, and *Joseph Carter Wood*, *Thomas Grissell*, *Joseph Lambert*, *Francis Watts*, and others, have contributed divers Sums,

and the Most Honourable *Richard* Marquis of *Westminster* has agreed to contribute Five thousand Pounds towards that Subscription: And whereas the Piece of Land specified in the First Schedule to this Act annexed, and herein-after referred to as "the Church Land," would be a proper Site for the intended Church: And whereas the Subscribers to the intended Church are desirous of erecting Schools in connexion therewith for the Education of Children of poor Persons in the intended District: And whereas the Piece of Land specified in the Second Schedule to this Act annexed, and herein-after referred to as "the School Land," would be a proper Site for the intended Schools: And whereas the Marquis is desirous of making a free Gift and Conveyance of the Church Land and the School Land respectively as Sites for and for the Purposes of the intended Church and School respectively: And whereas by a Lease dated the Seventeenth Day of *June* One thousand eight hundred and five the Most Honourable *Robert* late Marquis of *Westminster* deceased, then the Right Honourable Earl *Grosvenor*, demised the School Land with other Lands for a Term of Sixty-six Years from *Midsummer* One thousand eight hundred and five, and that Term was afterwards assigned to *Thomas Cubitt*, and by a Lease dated the Seventh Day of *April* One thousand eight hundred and twenty-seven the late Marquis demised the same Premises to the said *Thomas Cubitt* for a reversionary Term of Fifty-three Years and One Half of a Year from the Twenty-third Day of *June* One thousand eight hundred and seventy-one: And whereas by a Contract dated the Twenty-fourth Day of *August* One thousand eight hundred and thirty-eight, and made between the late Marquis and the said *Thomas Cubitt*, the Church Land and other Lands were agreed to be demised by the late Marquis to the said *Thomas Cubitt* for Building Purposes for a certain Term of Years, of which Eighty-nine Years were unexpired at *Michaelmas* which was in the Year One thousand eight hundred and forty-eight, at the Rent therein mentioned: And whereas the late Marquis, by his Will dated the Fourth Day of *September* One thousand eight hundred and forty, devised divers Lands in the Parish of *Saint George Hanover Square*, including all the Lands herein-before mentioned, subject as to the Lands comprised in the said Leases and Contract respectively to the same respectively, and subject as to all the devised Lands to a Term of Years by the said Will created, and the Trusts thereof thereby declared, and an Annuity thereby given to the Testator's Wife and her Assigns for her Life, and the Powers and Remedies thereby granted for securing the same, to the Use of the Marquis and his Assigns for his Life, without Impeachment of Waste, with divers Remainders over, and gave to the Person for the Time being entitled under or by virtue of that Will to the immediate Estate of Freehold of and in those Lands Power to make and complete Leases of the same for Terms of Ninety-nine Years, so as upon every

such Lease there should be reserved and made payable during the Continuance thereof the best and most improved yearly Rent or Rents that at the Time of making could be reasonably had or gotten for the same, to commence as in the said Will is mentioned, and the said Will contained certain other Directions and Provisions relative to such Leases: And whereas the Marquis is entitled to that Estate of Freehold: And whereas an Act was passed in the Session of Parliament holden in the Eighth and Ninth Years of the Queen, intituled *An Act for enlarging the Powers contained in the Will of the Most Honourable* Robert *Marquis of* Westminster *deceased to grant Building Leases of the Estates devised by the said Will in the Parishes of* Saint George Hanover Square *and* Saint John the Evangelist *within the Liberty of* Westminster *in the County of* Middlesex, *and for other Purposes*, whereby further Powers were given to the Marquis for and with reference to making Leases of certain Portions of the devised Lands, including, amongst other Lands, the Hereditaments comprised in the said Contract of the Twenty-fourth Day of *August* One thousand eight hundred and thirty-eight, and it was thereby enacted, that it should be lawful for the Marquis or other the Person or Persons for the Time beneficially entitled to the Rents and Profits of the Lands and Hereditaments devised by the said Will, from Time to Time to grant and convey, by way of Gift in Fee Simple or for a Term of Years, any Quantity not exceeding in any One such Gift or Grant Two Roods, and not exceeding in the whole Ten Acres of the said Lands and Hereditaments, as and for the Site of a Church or Chapel for the Worship of God according to the Form of the Church of *England* as by Law established: And whereas in order to enable the Marquis to make a Gift as aforesaid of the Church Land and the School Land respectively the said *Thomas Cubitt* is willing to release and surrender to the Marquis all the Right and Interest of the said *Thomas Cubitt* in and to the same respectively, the Marquis being willing to make to him in lieu thereof a Lease or Leases for Building Purposes of the Pieces of Land specified in the Third Schedule to this Act annexed, and which are herein-after referred to as "the *Distillery Lane* Land," and are comprised in the said leasing Powers contained in the said Will of the late Marquis: And whereas by an Indenture dated the Twelfth Day of *June* One thousand eight hundred and fifty, and made between the Marquis of the one Part, and the said *Thomas Cubitt* of the other Part, an Arrangement has been entered into between the Marquis and the said *Thomas Cubitt* for carrying the said Arrangement into effect; that is to say, the said *Thomas Cubitt* (subject to a Provision therein contained for making void the now-reciting Indenture in case the Arrangement thereby made should not be confirmed by Act of Parliament) hath released the Marquis and his Assigns, and other the Person or Persons for the Time being entitled under the Will of the late Marquis, and also the Heirs, Executors, and

8 & 9 Vict. c. 33.

Indenture dated 12th June 1850.

and other Real and Personal Representatives of the late Marquis, from the said Contract of the Twenty-fourth Day of *August* One thousand eight hundred and thirty-eight, so far as the same relates to the Church Land, it being thereby declared that such Release should not prejudice the said Contract so far as respects any other Part of the Ground therein comprised, nor diminish, lessen, or affect the Rights of the said *Thomas Cubitt*, his Executors, Administrators, Nominees, or Assigns, under or by virtue of the same, or diminish or lessen the Rent thereby reserved and made payable; and the Marquis (subject to the said Provision for making void the now-reciting Indenture) hath agreed with the said *Thomas Cubitt* to grant to him, his Executors, Administrators, Nominees, or Assigns, (when and so soon as certain Works are performed and Buildings erected as in the now-reciting Indenture expressed,) a Lease or Leases of the *Distillery Lane* Land for the Term of Eighty-nine Years, to be computed from *Michaelmas Day* One thousand eight hundred and forty-eight, at the Rent of a Peppercorn; and the now-reciting Indenture contains certain Provisions as to the Covenants and Provisions which are to be contained in the Leases to be granted of the *Distillery Lane* Land, and other Provisions applicable to the said Hereditaments; and by the now-reciting Indenture the said *Thomas Cubitt* did covenant with the Marquis (but not so as to make such Covenant a Condition precedent to the granting of the Leases of the *Distillery Lane* Land, or in anyway to affect the Title of the said *Thomas Cubitt*, his Executors, Administrators, Nominees, or Assigns, either at Law or in Equity, to the *Distillery Lane* Land, or to render it needful for any Lessee, his Executors, Administrators, or Assigns, to inquire whether such Covenant had or had not been performed,) that the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, (provided an Act of Parliament confirming the now-reciting Indenture should be obtained,) would surrender or assign the School Land unto the Marquis, or to the Person or Persons for the Time being entitled in possession under the Will of the late Marquis, or as he or they should direct, so as to enable him or them to convey the same as the Site for the School, freed and discharged from the Rent reserved by the Leases under which the same was held, but that such Rent should not be diminished thereby: And whereas by an Indenture dated the Thirteenth Day of *June* One thousand eight hundred and fifty, and made between the Marquis of the First Part, the said Lord Bishop of the Second Part, the said *Thomas Fuller* of the Third Part, and the said *Joseph Carter Wood*, *Thomas Grissell*, *Joseph Lambert*, and *Francis Watts* of the Fourth Part, an Arrangement has been entered into between them for the Erection of the intended Church and Schools, and for securing the Right of Nomination to the intended Church to, and the perpetual Enjoyment Rent-free of One Pew in the intended Church by, the Marquis, his Heirs and Assigns, and for other Purposes relating to the intended Church and Schools:

Indenture dated 13th June 1850.

And

And whereas Doubts are entertained whether the Marquis, under the Power of leasing contained in the Will of the late Marquis, has Power to enter into such Contract for granting Leases of the *Distillery Lane* Land as herein-before recited, and whether the Release by the said *Thomas Cubitt* of the Church Land may not prejudicially affect the said Contract of the Twenty-fourth Day of *August* One thousand eight hundred and thirty-eight, and Leases to be granted in pursuance thereof, and whether such Surrender of the School Land may not prejudice the Leases under which the same is held, and the Rights of Parties claiming under the same respectively, or entitled to the Rents thereby respectively reserved; and it is expedient that such Doubts should be removed, and it is also expedient that all and every of the Powers and Provisions contained in the recited Act of the Eighth and Ninth Years of the Reign of Her present Majesty should be made applicable to the *Distillery Lane* Land: And whereas it is expedient that Facilities should be afforded for the erecting of the intended Church and Schools, and for enabling the recited Arrangements to be carried into effect; but such Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Saint Gabriel Pimlico* Church Act, 1850." Short Title.

II. And be it enacted, That in this Act, unless there be something in the Subject or Context repugnant to such Construction, the Word "Month" means Calendar Month, and the Word "Person" includes Corporation, whether ecclesiastical or lay, aggregate or sole, and Words importing the Singular Number include the Plural Number, and Words importing the Plural Number include the Singular Number, and Words importing the Masculine Gender only include Females. Interpretation of Terms.

III. And be it enacted, That from and after the passing of this Act the recited Indenture of the Twelfth Day of *June* One thousand eight hundred and fifty shall be valid and effectual to all Intents and Purposes whatsoever, according to the true Intent and Meaning thereof, and may be carried in all respects into execution; and the said Contract of the Twenty-fourth Day of *August* One thousand eight hundred and thirty-eight shall be construed and have effect in all respects as if the Church Land had not been comprised therein; and such Contract, or any Lease or Leases granted or to be granted under or by virtue or in pursuance thereof, or the Title of any Person or Indenture of 12th June 1850 confirmed, and Release of Church Land not to affect Contract already entered into, and Surrender of School Land not to prejudice Leases under

which same is held.

or Persons claiming under such Contract or any such Lease, shall not, so far as regards the Lands and Hereditaments comprised in such Contract or Lease, other than the Church Land, be in any Manner affected by reason of the Release of the Church Land from the said Contract; and that from and after the Execution by the said *Thomas Cubitt*, his Executors, Administrators, or Assigns, of a Surrender of the School Ground, as herein-before recited, the said Leases of the Seventeenth Day of *June* One thousand eight hundred and five and the Seventh Day of *April* One thousand eight hundred and twenty-seven shall be construed and have effect in all respects as if the School Land had not been comprised therein; and such Leases or either of them, or the Right, Title, or Interest of any Person claiming under the same or derivatively therefrom, or the Estates thereby respectively created, or any Person entitled to the Rents thereby respectively reserved, or the Benefit of the Lessees Covenants therein respectively contained, shall not, as regards any of the Lands and Hereditaments therein comprised, other than the School Land, be in any Manner affected by reason of such Surrender.

Powers of recited Act to extend to the Distillery Lane Land.

IV. And be it enacted, That the several Powers of leasing and other Powers and Provisions contained in the recited Act of the Eighth and Ninth Years of the Queen shall extend to the *Distillery Lane* Land, in like Manner as if it had been comprised within the Operation of that Act.

The Indenture of 13th June 1850 confirmed.

V. And be it enacted, That after the passing of this Act the recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and fifty shall be valid and effectual to all Intents and Purposes whatsoever, according to the true Intent thereof, and may be carried in all respects into execution accordingly.

The Church Land and School Land to be conveyed as Sites for the intended Church and Schools.

VI. And be it enacted, That the said *Richard* Marquis of *Westminster*, or other the Person or Persons for the Time being beneficially entitled to the Rents and Profits of the Lands and Hereditaments devised by the said Will of the said *Robert* late Marquis of *Westminster*, may grant or convey to Her Majesty's Commissioners for building new Churches, under the Provisions of the Church Building Acts, with the several Privileges and Exemptions appertaining to conveying of Sites under such Acts by way of Gift in Fee Simple, the Church Land, for the Site of the intended Church and the Approaches thereto, and may grant or convey, under the Provisions of an Act passed in the Fourth and Fifth Years of the Queen, intituled *An Act to afford further Facilities for the Conveyance and Endowment for Sites for Schools*, by way of Gift in Fee Simple, or any Act that may be passed for altering or amending that Act, the School Land, for the

4 & 5 Vict. c. 38.

Site and other Purposes of the intended Schools respectively, according to the Terms and true Intent and Meaning of the recited Indenture of the Thirteenth Day of *June* One thousand eight hundred and fifty, and such Grants and Conveyances respectively shall accordingly be valid and effectual to all Intents and Purposes whatsoever.

No Burials, Tombs, &c. in or on the Church Land, or in or on the intended Church.

VII. And be it enacted, That no Part of the Church Land, or of the intended Church or of the Appurtenances thereto, shall ever be used or appropriated for the Purposes of the Burial of the Dead, and that no Tomb, Monument, or Tablet shall ever be erected or placed either in or on the Church Land, or in or on the intended Church or the Appurtenances thereto, except such Tablets or Monuments as may from Time to Time, with the joint Consent of the Ordinary, Patron, and Incumbent of the said Church, be placed or inserted in or upon the Walls within-side the same, and that no Schoolhouse or other Building of any kind whatsoever, other than the said Church, with the Appurtenances, shall be erected or built upon the said Church Land or any Part thereof.

District Chapelry may be assigned under the Church Building Acts to such Church, after Consecration.

VIII. And be it enacted, That the intended Church may be consecrated and Divine Service performed therein, and after the Consecration thereof Her Majesty's Commissioners for building new Churches, with the Consent of the Bishop of the Diocese, to be signified under his Hand and Seal, may assign, out of the District Parish of *Saint Peter Pimlico*, a District Chapelry to the intended Church, under the Provisions and in the Manner and Form prescribed by the Church Building Acts, or some or one of them; and such District Chapelry, and the intended Church, and the Incumbent thereof, shall be subject to the same Rules, Regulations, and Provisions as are by the Church Building Acts enacted respecting District Chapelries, and the Churches and Ministers thereof, except so far as the same are altered by or are inconsistent with the Provisions of this Act.

Appropriation of Fees, Dues, and Offerings arising within the District Chapelry.

IX. And be it enacted, That the said Commissioners may, with the Consent of the Bishop of the Diocese, to be signified as aforesaid, recommend in the Representation to the Queen in Council touching the Assignment of such District Chapelry, or subsequently to the Formation of such District Chapelry, and from Time to Time order and direct, by an Instrument under their Common Seal, that such Portions as the said Commissioners may think fit of the Fees, Dues, Offerings, and Emoluments arising within such District Chapelry shall belong and be paid to the Incumbent and Clerk respectively of the intended Church: Provided always, that such Fees, Dues, Offerings, and Emoluments shall be received by or for and on account of and be paid over to the Incumbent and Clerk respectively of the District

Parish

Parish of *Saint Peter Pimlico*, except any such Portions of the same as may in pursuance of this Act belong and be paid to the Incumbent and Clerk respectively of the intended Church.

Church to be subject to Jurisdiction of Bishop, &c.

X. And be it enacted, That the intended Church shall be subject to the Jurisdiction of the Bishop of *London* and the Archdeacon of the Archdeaconry of *Middlesex* respectively.

Church not to be holden with any other Benefice.

XI. And be it enacted, That the intended Church shall not be holden or tenable with any other Benefice having Cure of Souls.

Perpetual Right of Nomination vested in Marquis of Westminster.

XII. And be it enacted, That the perpetual Right of Nomination to the intended Church shall and may, on and after its Consecration, belong to and be exercised by the said *Richard* Marquis of *Westminster*, his Heirs and Assigns, and he and they, as the Patron of the intended Church, shall be subject to all Jurisdictions, Laws, and Customs, ecclesiastical and common, accordingly: Provided also, that in every Case of Failure for Six Months in nominating to the intended Church the Nomination for that Turn shall lapse to the Bishop of the Diocese, and afterwards for that Turn to the Archbishop of the Province, and to the Crown, as in the Case of the Lapse of Presentative Benefices.

One Pew to be appropriated for Marquis of Westminster.

XIII. And be it enacted, That such One Pew in the intended Church as the said *Richard* Marquis of *Westminster*, his Heirs or Assigns, shall, before, on, or not later than Three Months after the Completion or Consecration thereof, select, shall be set apart and appropriated for his and their Use, and shall and may be enjoyed by him and them for ever, free from Payment of Rent or any other Sum in respect thereof; and such Selection and Appropriation shall be declared by some Writing under the respective Hands and Seals of the Bishop and the said Marquis, his Heirs or Assigns, and the Bishop shall cause the same to be registered in the Register of the Diocese.

300 Free Sittings to be set apart.

XIV. And be it enacted, That not less than Three hundred of the Sittings in the intended Church shall be set apart to be and shall for ever remain for the Use of the Poor, free and unappropriated.

Pews may be let.

XV. And be it enacted, That, except as by this Act otherwise provided, the Pews or Sittings in the intended Church may and shall be let at Rents from Time to Time approved by the Bishop, and the Pew Rents may and shall be recovered under the Provisions in relation thereto contained in the Church Building Acts: Provided always, that the Rent for any Pew shall in all Cases be paid in advance.

XVI. And

Fund for Maintenance and Repair of Church to be provided out of Pew Rents.

XVI. And be it enacted, That after the Expiration of Three Years from the Consecration of the intended Church the yearly Sum of Thirty Pounds out of the Pew Rents of the intended Church shall be invested in the Names of Four Trustees in Government Securities, and be accumulated until the Investments and Accumulations form a Fund of the Amount or Value of One thousand Pounds Sterling; and the Income arising from such Fund shall be applied in or towards the Maintenance and Repair of the intended Church; and the Incumbent for the Time being of the intended Church shall always be One of the Four Trustees; and the other Trustees shall from Time to Time be appointed by the Bishop, with the Consent of the Patron and the Incumbent of the intended Church: Provided always, that when and as often as the Funds so accumulated shall exceed Five hundred Pounds it shall be lawful for the Trustees, with the Leave of the Bishop of the Diocese, to apply all or any Part of such Excess to the extraordinary Repairs of the said Church; and after the whole or any Part of such Excess shall have been so applied there shall again be appropriated from the Pew Rents the Sum of Thirty Pounds annually, until a Sum of One thousand Pounds, subject as aforesaid, shall be accumulated and invested.

Power to borrow 4,000*l.* on Mortgage of the Pew Rents.

XVII. And be it enacted, That in order to defray the Expense of erecting the said Church, and of fitting the same up for the Celebration of Divine Service, the Churchwardens of the intended Church may, at any Time within Ten Years after the Consecration thereof, borrow at Interest, not exceeding the yearly Rate of Five Pounds in the Hundred, on the Security of the Pew Rents of the intended Church, any Sums not exceeding in the whole Four thousand Pounds, and for securing the Repayment thereof, with Interest accordingly, may mortgage the Pew Rents to the Persons lending such Sums, or to such Persons as they appoint; and the Churchwardens of the intended Church shall, out of the Pew Rents thereof, pay all the Principal Money and Interest from Time to Time becoming due on such Mortgages, and without any Priority or Preference between them: Provided always, that the Money so borrowed shall be borrowed on the Terms of the whole thereof being paid off by equal yearly Instalments extending over a Period not exceeding Twenty Years: Provided also, that any Money advanced by way of Loan before the Consecration of the intended Church towards the Expense of building the same, and applied accordingly, may be secured as aforesaid, but so that the whole Sum secured shall not at any One Time exceed Four thousand Pounds.

Form of Mortgage.

XVIII. And be it enacted, That any Mortgage by this Act authorized of the Pew Rents of the intended Church may be in the Form in the Fourth Schedule to this Act annexed, or to the like Effect,

Effect, with such Alterations or Additions, if any, as may be thought expedient.

Application of Pew Rents.

XIX. And be it enacted, That the Pew Rents of the intended Church shall be applicable as follows:

Firstly, in Payment of the Interest on the Money borrowed on the Security of the Pew Rents:

Secondly, in Repayment by such Instalments as are agreed on of the Principal Money borrowed on the Security of the Pew Rents, and in Payment of the Insurances of the intended Church:

Thirdly, in Payment of Six hundred Pounds a Year to the Incumbent of the intended Church:

Fourthly, in Payment for Three Years after the Consecration of the intended Church of the Expenses of the Maintenance and Repair thereof, and after such Three Years of Thirty Pounds a Year till the Fund for the Maintenance and Repair of the intended Church be formed:

Fifthly, in Payment of the Salaries and Remuneration of the Clerk, the Organist, and other Officers and Servants, and other usual and necessary Expenses:

And the Residue from Time to Time of the Pew Rents shall be paid to the Incumbent of the intended Church, for his own Use.

Churchwardens.

XX. And be it enacted, That Two fit and proper Persons, being communicating Members of the United Church of *England* and *Ireland*, may and shall from Time to Time be appointed, according to Law, to act as Churchwardens for the intended Church; and such Churchwardens may and shall have and perform all the Duties, Liabilities, Rights, Powers, Privileges, and Authorities of Churchwardens of a District Chapelry formed under the Church Building Acts: Provided always, that such Churchwardens shall not be, by virtue of their Office, Overseers of the Poor, and shall not be deemed Churchwardens for any Purpose other than the Purposes of the intended Church.

Minister to appoint a Clerk, Organist, Pew Openers, and Sexton.

XXI. And be it enacted, That it shall be lawful for the Minister for the Time being of the said Church from Time to Time to appoint such Persons as he shall think fit to officiate as Clerk, Organist, Pew Openers, and Beadle or Verger in the said Church, and also from Time to Time to displace and remove such Clerk, Organist, Pew Openers, and Beadle or Verger respectively; and that the Wages or Stipend of such Clerk, Organist, Pew Openers, and Beadle or Verger shall be fixed with the Consent and Approbation of the Bishop of *London* for the Time being.

XXII. And

XXII. And be it enacted, That the Privileges, Exemptions, and Provisions of the several Acts (being the then existing Church Building Acts) recited in the Preamble to an Act passed in the Eighth and Ninth Years of Her present Majesty's Reign, intituled *An Act for the further Amendment of the Church Building Acts*, and of that Act, may be used for the Purpose of carrying this Act into execution, and shall extend thereto, so far as the same are applicable, and not repugnant to or inconsistent with the Provisions of this Act.

Church Building Acts extended to this Act.

8 & 9 Vict. c. 70.

XXIII. And be it enacted, That this Act shall be subject to the Provisions of any general Act relating to District Churches which may pass during the present or next Session of Parliament.

Act to be subject to any general Act of this Session.

XXIV. And be it enacted, That this Act is a Public Act, and shall be judicially taken notice of as such.

Public Act.

THE FIRST SCHEDULE.

The Church Land.

A Piece of Land situate in the Parish of Saint George Hanover Square in the County of Middlesex, on the South-western Side of an intended new Street proposed to be called Saint George's Road, and opposite to the South-western End of an intended new Square proposed to be called Warwick Square, and measuring on each of the North-eastern and South-western Sides thereof One hundred and twenty-five Feet, and on each of the North-western and South-eastern Sides thereof One hundred and thirty-four Feet, be the same several Dimensions respectively little more or less.

Thomas Cundy.

THE SECOND SCHEDULE.

The School Land.

A Piece of Land situate in the Parish of Saint George Hanover Square in the County of Middlesex, on the Eastern Side of an intended new Street or Road now called Distillery Lane, and measuring on each of the Eastern and Western Sides thereof One hundred and thirty Feet, and on each of the Northern and Southern Sides thereof One hundred Feet, be the same several Dimensions respectively little more or less.

Thomas Cundy.

THE THIRD SCHEDULE.

The Distillery Lane Land.

Two Pieces of Land situate in the Parish of Saint George Hanover Square in the County of Middlesex, on the South-western Side of a Lane called the Distillery Lane, one of them measuring on the North-eastern Side thereof Four hundred and ten Feet, on the South-eastern Side thereof One hundred and eighty-three Feet, on the South-western Side thereof Three hundred and thirty Feet, and on the North-western Side thereof Eighty-seven Feet, and the other of them measuring on the North-eastern Side thereof Fifty-six Feet, on the South-eastern Side thereof Two hundred and twenty-eight Feet and Six Inches, on the South-western Side thereof Forty-three Feet and Eight Inches, and on the North-western Side thereof Two hundred and twenty Feet, be the same several Dimensions respectively little more or less.

Thomas Cundy.

THE FOURTH SCHEDULE.

We [Trustees *or* Churchwardens], under the Authority of the Saint Gabriel Pimlico Church Act, 1850, and in consideration of the Sum of [£] [to us paid by (*Lender*)] [*or* by (*Lender*) advanced before the Consecration of the Church towards the Expense of building the Church, and applied accordingly] do hereby assign [to him] [*or* by his Direction to Mortgagee] all the Pew Rents of Saint Gabriel's Church, Pimlico, to hold until the said Sum of [£] with Interest thereon after the yearly Rate of [£] in the Hundred be paid, according to the Provisions of the Act, and the Terms of the Loan; that is to say, [*here state the Terms of the Loan, &c.*] In witness, *&c.*

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