



## CHAP. 5.

An Act for enabling the lessees of an estate at Paddington in the county of Middlesex, with the consent of the Ecclesiastical Commissioners for England, to accept surrenders of existing leases of parts of the estate, and to grant new leases in lieu thereof; and for other purposes relating to the said estate. A.D. 1871.  
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[14th August 1871.]

**W**HEREAS a private Act of Parliament was passed in the thirty-fifth year of the reign of His Majesty King George the Third, chapter 83, intituled “An Act for enabling the Lord Bishop of London to grant a lease with powers of renewal of lands in the parish of Paddington in the county of Middlesex, for the purpose of building upon,” and the said Act was amended by the following private Acts; (that is to say,) an Act of the forty-fourth year of His Majesty King George the Third, chapter 63, intituled “An Act for altering and amending an Act of Parliament passed in the thirty-fifth year of the reign of His present Majesty, intituled ‘An Act for enabling the Lord Bishop of London to grant a lease with powers of renewal of lands in the parish of Paddington in the county of Middlesex, for the purpose of building upon;’ and for granting further powers the better to carry into execution the purposes of the said Act;” an Act of the forty-fifth year of the reign of His Majesty King George the Third, chapter 113, intituled “An Act for enlarging the powers of an Act passed in the thirty-fifth year of the reign of His present Majesty, intituled ‘An Act for enabling the Lord Bishop of London to grant a lease with powers of renewal of lands in the parish of Paddington in the county of Middlesex, for the purpose of building upon;’” an Act of the forty-eighth year of the reign of His Majesty King George the Third, chapter 142, intituled “An Act for altering and enlarging the powers of several Acts passed in the thirty-fifth, forty-fourth, and forty-fifth years of the reign of His present Majesty, for enabling the Lord Bishop of

35 G. 3. c. 83.  
(private).44 G. 3. c. 63.  
(private).45 G. 3.  
c. 113. (private).48 G. 3.  
c. 142. (private).

A.D. 1871. — “ London to grant a lease with powers of renewal of lands in the  
 “ parish of Paddington in the county of Middlesex, for the purpose  
 “ of building upon ;” and an Act of the sixth year of His Majesty  
 6 G. 4. c. 45. King George the Fourth, chapter 45, intituled “ An Act to enlarge  
 (private). “ the powers of several Acts passed in the thirty-fifth, forty-fourth,  
 “ forty-fifth, and forty-eighth years of the reign of His late Majesty  
 “ King George the Third, for enabling the Lord Bishop of London  
 “ to grant a lease with powers of renewal of lands in the parish  
 “ of Paddington in the county of Middlesex, for the purpose of  
 “ building upon ; and to appoint new trustees ; and for other  
 “ purposes relating thereto ;” by which last-mentioned Act one  
 third part in amount of the rent reserved by each lease thereby  
 authorised to be granted by the trustees under the said Act is  
 directed to be reserved and made payable to the Lord Bishop of  
 London for the time being, and his successors and assigns, and the  
 remaining two third parts in amount of the same rent are directed  
 to be reserved to the said trustees, or the lessee or lessees for the  
 time being under any such renewed lease granted by the said Lord  
 Bishop as therein mentioned :

Death of Arthur Stanhope in Aug. 1836. And whereas Arthur Stanhope, one of the trustees named in the said last-mentioned Act, died in the month of August 1836 :

Appointment of Christopher Hodgson to be a trustee of the estate, 20th Dec. 1837. And whereas by an order of the High Court of Chancery in England, made on the 20th day of December 1837, in the matter of the said Act of the sixth year of His Majesty King George the Fourth, on the petition of Charles James then Lord Bishop of London, and Thomas Thistlethwayte and Henry Frederick Thistlethwayte, the said Court did, pursuant to the said Act, nominate and appoint Christopher Hodgson of Dean's Yard, Westminster, in the county of Middlesex, Esquire, to be a trustee to supply the place of the said Arthur Stanhope for the purposes of the then subsisting lease of the said estate, dated the 22nd day of May 1795, and of the said Acts of Parliament relating to the said estate, and did order that the trust estates, powers, and authorities which were vested in the said Arthur Stanhope should be conveyed, assigned, and transferred so and in such manner that the same might vest in the said Christopher Hodgson jointly with the said Thomas Thistlethwayte and Thomas Somers Cocks the elder, Esquire, (the two continuing trustees of the said estate,) their executors, administrators, and assigns, as by the said Act of the sixth George the Fourth was directed ; and by an indenture, dated the 26th day of January 1838, and made between the said Thomas Thistlethwayte and Thomas Somers Cocks the elder of the first part, the said Christopher Hodgson of the second part, and Thomas Porrett Hayes of the third part, and by a deed poll, dated the 27th day of January 1838, indorsed thereon under

the hand and seal of the said Thomas Porrett Hayes, the said estate and hereditaments at Paddington then subject to the said lease of the 22nd day of May 1795 were assigned unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, for all the residue then to come of the term of 99 years thereby granted, and for all other the terms, estate, and interest (if any) which had become vested in the said Thomas Thistlethwayte and Thomas Somers Cocks the elder as trustees as aforesaid :

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And whereas subsequently to the passing of the said Act of the sixth year of His Majesty King George the Fourth, chapter 45, and prior to the date and execution of the lease of the 2nd day of June 1845, herein-after stated (being the existing lease of the said estate under the said Acts of Parliament relative thereto), and under the authority of the several Acts next herein-after mentioned, certain portions of the said estate were agreed to be demised to the Great Western Railway Company and to the Grand Junction Waterworks Company, and were otherwise specially dealt with by the leases and in the manner next herein-after specified ; (that is to say,)

By an indenture dated the 1st day of October 1825 (being an indenture executed in pursuance of the Act of the fifth year of King George the Fourth, chapter 35, recited in the said Act of the sixth year of the same reign, chapter 45, and made between the said Arthur Stanhope, Thomas Thistlethwayte, and Thomas Somers Cocks the elder, of the first part, the Right Honourable and Right Reverend William then Lord Bishop of London of the second part, the company of proprietors of the Grand Junction Canal of the third part, Richard Cowlshaw Sale, Gentleman, of the fourth part, and Thomas Hayward Budd, Gentleman, of the fifth part,) in pursuance of the provisions contained in the said Act of the fifth year of King George the Fourth, chapter 35, certain pieces or parcels of land authorised by the first-mentioned Act to be leased by the said bishop and trustees were demised by them to the said company, but as to a portion thereof in exchange for certain other pieces or parcels of land specified in that behalf in the agreement of the 25th day of March 1812, recited in the same Act, which by the same indenture were conveyed by the said company to the said bishop and his successors :

Deed for carrying out the agreement with the Grand Junction Canal Company under Act 5 G. 4. c. 35., dated 1st Oct. 1825.

By an indenture dated the 18th day of July 1826, in pursuance of the power in that behalf contained in the said Act of the sixth year of King George the Fourth, chapter 45, certain portions of the said estate were demised unto the said Thomas Porrett Hayes and Joseph Parker and Charles Gibbes, their executors, administrators, and assigns, for a term of 1,000 years, for securing by way

Indenture, dated 18th July 1826. Mortgage for 10,000*l.* under Act 6 G. 4. (since paid off).

A.D. 1871. of mortgage the payment to the said Thomas Porrett Hayes and Joseph Parker, their executors, administrators, or assigns, of the sum of 5,000*l.* and interest, and for securing by way of mortgage the payment to the said Thomas Porrett Hayes, Joseph Parker, and Charles Gibbes, their executors, administrators, or assigns, of the further sum of 5,000*l.* and interest :

Indenture,  
dated 20th  
April 1830.  
Mortgage to  
Miss Mors-  
head for  
3,000*l.* (since  
paid off).

By an indenture, dated the 20th day of April 1830, in further pursuance of the said power of mortgaging given by the said Act of the sixth year of King George the Fourth, chapter 45, another portion of the said estate was demised to Caroline Mary Morshead for a term of 1,000 years, for securing by way of mortgage the payment of 3,000*l.* and interest :

1 Vict. c. xcii.  
Great West-  
ern Railway  
Extension  
Act.

Under the authority of an Act of Parliament passed in the first year of Her present Majesty, chapter 92, for enabling the Great Western Railway Company to extend their line of railway, and for other purposes relating thereto, which Act authorised (amongst other things) the granting of a lease to the said company of certain portions of the said estate for the purposes of the said extension, the said trustees and Lord Bishop received the sums of 23,000*l.* and 7,000*l.* by way of premium or part consideration for the said lease, to be applied, under the provisions of the said Act, in discharge or reduction of the mortgages or other liabilities affecting the said estate, and the same sum of 23,000*l.* was afterwards duly applied by the said trustees and Lord Bishop in the discharge of the said mortgages for 5,000*l.* and 5,000*l.* and 3,000*l.*, and in discharge of the mortgage for 10,000*l.*, stated in the said Act of the sixth year of King George the Fourth, chapter 45, to be then vested in Dame Elizabeth Morshead ; and by an indenture, dated the 27th day of November 1837, (indorsed on the said mortgage for the said sums of 5,000*l.* and 5,000*l.* of the 18th day of July 1826,) the said term of 1,000 years created by the said last-mentioned indenture was surrendered ; and by an indenture, dated the 28th day of November 1837, all the hereditaments then subject to the said mortgage for 10,000*l.* were assigned by the said Dame Elizabeth Morshead to the said Thomas Thislethwayte and Thomas Somers Cocks the elder, their executors, administrators, and assigns, discharged from the said mortgage, and the principal money and interest thereby secured, for all the then residue of the term created for securing the same ; and by an indenture, dated the 28th day of November 1837, (indorsed on the said mortgage of the 20th day of April 1830,) the said term of 1,000 years created by the said last-mentioned indenture was surrendered :

The said sum of 7,000*l.* was applied by the said trustees and Lord Bishop in compensating the tenants on the estate whose interests were injuriously affected by the said railway :

By an indenture, dated the 20th day of September 1839, made between the said company of proprietors of the said Grand Junction Canal of the first part, the said Great Western Railway Company of the second part, Daniel Harrop, Gentleman, of the third part, and Charles Stevens, Gentleman, of the fourth part, in pursuance of and in obedience to the provisions of an Act of Parliament relating to the said railway company passed in the second year of Her present Majesty, chapter 27, certain pieces or parcels of land comprised in the then existing lease to the said canal company of portions of the said estate were assigned by the said canal company to the said railway company; and by an indenture, dated the 2nd day of April 1851, indorsed thereon, made between the said railway company of the first part, the said Charles James Lord Bishop of London of the second part, and the said Thomas Somers Cocks and Christopher Hodgson, (being the surviving trustees of the said estate,) the same pieces or parcels of land were surrendered to the said Lord Bishop and trustees, to the intent that a new lease thereof might be granted to the said railway company, pursuant to the provisions of the said Act:

A.D. 1871.

Indenture,  
dated 20th  
Sept. 1839.  
Assignment  
by canal  
company to  
the Great  
Western  
Railway  
Company.

In the year 1843 a piece of land forming part of the hereditaments comprised in the said lease of the 22nd day of May 1795, and adjoining the churchyard in the parish of Paddington, was sold for the sum of 2,000*l.* to the Church Building Commissioners, for the purpose of enlarging the said churchyard; and the said sum of 2,000*l.* was duly invested, as directed by the said last-mentioned Acts, in the purchase of 2,130*l.* 9*s.* 10*d.* Consols, in the name of the Accountant General of the Court of Chancery, to an account "Experte the Commissioners for Building Churches and Thomas Thistlethwayte, Thomas Somers Cocks, and Christopher Hodgson;" and by an indenture, dated the 26th day of April 1845, and made between Robert Aldridge, Esquire, of the first part, the said Charles James then Lord Bishop of London of the second part, and the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson of the third part, after reciting a contract with the said Robert Aldridge for the purchase of the land therein-after conveyed for 1,800*l.*, and certain orders of the Court of Chancery approving of the said purchase and the title to the said land, and directing so much of the said 2,130*l.* 9*s.* 10*d.* Consols as would raise the purchase money to be sold, and paid to the said Robert Aldridge, on the due execution of the conveyance of the said land, and the approval by the master of the said conveyance, in consideration of 1,800*l.* intended to be paid by the Accountant General of the said Court, in pursuance of an order of the said Court dated the 1st day of March 1845, by and out of the moneys which had arisen by sale of part of the said last-mentioned Con-

Sale and conveyance of part of the estate for site of a churchyard for 2,000*l.*, and purchase of another piece for 1,800*l.*

A.D. 1871. — solidated Bank Annuities to the said Robert Aldridge, immediately after the execution of the said indenture now in recital, the said Robert Aldridge, by the direction of the said Charles James then Lord Bishop of London, did grant and release unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, and to their heirs, all that piece or parcel of land situate in or near the common field at Bayswater in the parish of Paddington in the county of Middlesex, belonging to the said Robert Aldridge, and containing 2 a. 1 r. 5 p. or thereabouts, bounded on the north-eastern side thereof by the Bayswater Brook, and on the other sides thereof by land in the occupation of William Giblett as tenant to the said Charles James Lord Bishop of London, Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, together with such part (if any) of the said Bayswater Brook adjoining the said piece of land as belonged to the said Robert Aldridge, to hold the same unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their heirs and assigns, to, for, and upon and with such or the like uses, trusts, intents, and purposes, powers, provisoes, limitations, and declarations, as the piece or parcel of land so sold by the said Charles James then Lord Bishop of London, Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson to the Commissioners for Building Churches, as aforesaid, stood settled and limited at the time the same land was sold and conveyed as aforesaid, or such and so many of them as were then subsisting undetermined or capable of taking effect; and the said sum of 1,800*l.* was duly raised by a sale of a sufficient part of the said sum of Consolidated Bank Annuities, and paid to the said Robert Aldridge, and after such sale there remained the sum of 57*l.* 18*s.* 11*d.* Consolidated Bank Annuities standing in the name of the Accountant General of the Court of Chancery, in trust “*Exparte* the Commissioners for Building Churches, “ Thomas Thistlethwayte, Thomas Somers Cocks, and Christopher “ Hodgson :”

Indenture,  
dated 22nd  
April 1845.  
Surrender by  
waterworks  
company, and  
new lease.

By an indenture, dated the 22nd day of April 1845, made between the said Grand Junction Waterworks Company of the one part, and the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson of the other part, in pursuance of certain articles of agreement between the said Bishop and trustees and the said canal company and waterworks company, dated the 27th day of May 1844, recited in and confirmed by the (private) Act of Parliament of the seventh and eighth years of Her present Majesty, chapter 30, certain portions of the lands comprised in the said lease to the said canal company were surrendered by the said waterworks company (to whom the same had been assigned by the said canal

company) unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, for the then residue of the subsisting term then vested in the said waterworks company therein; and by an indenture, dated the 23rd day of April 1845, made between the said Charles James then Lord Bishop of London of the first part, Thomas Thistlethwayte, Thomas Somers Cocks, and Christopher Hodgson of the second part, and the said Grand Junction Waterworks Company of the third part, the said lands so surrendered (except a plot of land at the east end of the then Upper North Reservoir, as shown in the plan annexed to the said agreement, and except a plot of land at the east end of the then Upper South Reservoir, also shown in the said plan, which excepted plots were intended to be and have since been appropriated under the authority of the said last-mentioned Act as and for sites for a hospital and new church respectively,) were demised by the said trustees and Lord Bishop to the said waterworks company for a term of ninety-nine years, to be computed from the 21st day of May 1795, renewable for ever at the rent of a peppercorn :

A.D. 1871.

And whereas by a lease, dated the 2nd day of June 1845, (being the existing lease of the said estate,) and made or expressed to be made between the said Charles James Lord Bishop of London of the one part, and the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, of the other part, after reciting that the land tax payable in respect of the said estate was redeemed by Beilby, formerly Lord Bishop of London, and the other persons who were then beneficially interested in the same estate, and that the tithes authorised to be demised by the said Act of the thirty-fifth year of the reign of King George the Third had been commuted, pursuant to the provisions of the statute in that behalf made and provided, and that a yearly rentcharge of 16*l.* 11*s.* 10*d.* was then payable in lieu of such tithes, and that the several pieces of land particularly mentioned in the schedule thereunder written, being part and parcel of the hereditaments directed to be leased by the said Act of Parliament of the thirty-fifth year of King George the Third, had been sold or otherwise disposed of, under the authority of the several Acts of Parliament specified in the same schedule, for the several purposes in the said schedule mentioned, and that the rent payable by the churchwardens of the said parish of Paddington was 12*l.* per annum, and not 10*l.* per annum, as in the said Act of Parliament of the thirty-fifth year of King George the Third was stated, and that pursuant to the said last-mentioned Act the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson had delivered in to the agent of the said

Existing  
lease of the  
estate.

A.D. 1871. Charles James Lord Bishop of London a true and particular account in writing of the rent or rents at which the hereditaments intended to be thereby demised were then let or demised, and to whom and for what term or number of years respectively, it is witnessed, that in pursuance and by virtue of the powers of the said Acts of Parliament relating to the Paddington Estate, and in consideration of the surrender of the said lease of the 22nd day of May 1795, and of a sum of 20s. paid by the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, to the said Charles James Lord Bishop of London, the said Charles James Lord Bishop of London did demise, lease, and to farm let unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, all and singular the site and capital messuage, lands, tenements, and other hereditaments which at or immediately before the execution of the said indenture now in recital were, either at law or in equity, comprised in or subject to the said lease of the 22nd day of May 1795, including the yearly rentcharge payable in lieu of the said tithes, and also including all those three several pieces or parcels of land or ground, containing by admeasurement 1 a. 0 r. 28 p., or thereabouts, part of a certain piece of land formerly called the Lower Field, late the property of James Crompton, Esquire, and shown in the plan annexed to the herein-before recited Act of Parliament of the fifth year of King George the Fourth by the letters X, X, and Y, and coloured brown on the said plan, one of which said pieces was situate on the south side of Grand Junction Street, and bounding south against a piece of ground formerly called Hill Field, east against a piece of land formerly called Broomfield, and north upon the said Grand Junction Street, part of which said piece of ground of 30 feet in width on the north side thereof formed a part of the said street, one other of the said pieces, of a triangular form, situate at the westernmost point of the said piece of land formerly called the Lower Field, was bounded on the south by the piece of land formerly called Hill Field, on the west by the piece of land formerly called Broom Close, and on the east by other part of the said piece of land formerly called Lower Field, part of which said piece of ground of 25 feet in width along the east side thereof formed a part of a street called Spring Street, and the other of the said pieces was situate on the west side of a street called London Street, and was bounded on the west by the said piece of land formerly called Broom Close, and on the east by London Street aforesaid, on the south by other part of the said piece of land formerly called Lower Field, and running in a point to the north, a part of which said last-mentioned piece of ground of 25 feet in width along the east and south sides thereof



was laid into and formed part of London Street and Conduit Street, and all that other piece of land containing 1 r. and 15 p., and shown on the plan annexed to the said Act of the fifth year of King George the Fourth by the letter W, being a small part of the old highway leading from Edgware Turnpike towards Westbourne Green, which said four several pieces of land contained together 1 a. 2 r. 3 p., and were situate, lying, and being in the said parish of Paddington, and were the pieces or parcels of land and hereditaments conveyed by the proprietors of the Grand Junction Canal under the authority of the said Act of the fifth year of King George the Fourth, and also including all that piece or parcel of land situate in or near the common field at Bayswater in the parish of Paddington, containing 2 a. 1 r. 5 p., or thereabouts, bounded on the north or north-eastern side thereof by the Bayswater Brook, and on the other sides by land then in the occupation of William Giblett, together with such part (if any) of the said Bayswater Brook, adjoining the same piece or parcel of land, as formerly belonged to Robert Aldridge, which last-mentioned premises were purchased with moneys being the proceeds of the sale of the piece of land in the said schedule to the said lease now in recital stated to have been sold for enlarging the churchyard of Paddington, and also including all water and springs, conduits, and other property which under or by virtue of an Act passed in the fifty-second year of King George the Third, intituled "An Act to enable the mayor and commonalty and citizens of the city of London, and the Right Reverend Lord Bishop of London, and his lessees of the estate at Paddington belonging to the see of London, to purchase certain waters and springs, and the conduits and other appurtenances thereto, within the several parishes of Marylebone and Paddington in the county of Middlesex," or under any other Act of Parliament, were subject to or considered as comprised in the said lease granted by the Lord Bishop of London by the therein-recited indenture of the 22nd day of May 1795, to hold the same, with their appurtenances, unto the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, from the day next before the day of the date of the said lease now in recital for the term of 99 years, to commence and be computed from the 21st day of May 1845, (being the end of the first fifty years of the said term of 99 years granted by the said lease of the 22nd day of May 1795,) yielding and paying therefor yearly and every year during the said term of 99 years thereby granted unto the said Charles James Lord Bishop of London, his successors and assigns, at the palace of the said Lord Bishop of London situate in Saint James's Square in Westminster, commonly called London House,

A.D. 1871. in the first place the yearly reserved rent or annual sum of 43*l.* 6*s.* 8*d.* of lawful money of the United Kingdom, free and clear of and from all and all manner of taxes, impositions, deductions, abatements, or allowances whatsoever, as well parliamentary as parochial, or otherwise howsoever laid, assessed, or imposed, or thereafter to be laid, assessed, or imposed, taxed or charged, on the said Charles James Lord Bishop of London, and his successors and assigns for the time being, for or by reason of the said demised premises, or any part or parcel thereof, at the four most usual feasts or days of payment of rent, (that is to say,) the feast day of Saint John the Baptist, the feast day of Saint Michael the Archangel, the feast day of the Birth of our Lord Christ, and the feast day of the Annunciation of the Blessed Virgin Mary in every year, by even and equal portions and payments, and also yielding and paying therefor yearly and every year during the said term of 99 years, unto the said Charles James Lord Bishop of London, his successors and assigns, at the Palace aforesaid, over and above the said yearly rent or sum of 43*l.* 6*s.* 8*d.*, in the next place the further yearly rent or sum of one third part of the rents, issues, ground rents, and other profits reserved and to be reserved, due and payable, or arising out of or from the same hereditaments and premises thereby demised, or which the same hereditaments and premises and every part thereof were or was let for immediately before the passing of the said Act of the thirty-fifth year of His said Majesty King George the Third, and which the same should from time to time be let for, under the leases to be granted pursuant to the provisions of the said therein-before recited Acts, or otherwise, after deducting, in the first place, the above-mentioned rent of 43*l.* 6*s.* 8*d.* so reserved, due and payable as aforesaid, the pension to the curate of Paddington of 200*l.* a year, the 15*l.* a year payable to the churchwardens for the time being of the parish of Paddington, and such other taxes as should or might be thereafter imposed on the lessor or landlord in respect of the same premises by authority of Parliament, such last-mentioned rent or sum of one third part of such rents, issues, ground rents, and other profits to arise as aforesaid, after such deductions as aforesaid, to be paid quarterly on the several feast days or days of payment of rent therein-before mentioned by even and equal portions, and also yielding and paying therefor, out of and from the several rentcharges payable in lieu of the tithes of the said parish of Paddington, and out of and from such part of the said demised premises only as at the date of the said Act of the thirty-fifth year of King George the Third was called Kilburn Bridge Farm, yearly and every year during the said term of 99 years thereby granted, to the curate of the said parish of Paddington for the time being, a pension or stipend of 200*l.* of

like lawful money, free and clear of and from all manner of taxes and deductions, or any other outgoings whatsoever, on the several feast days or days of payment of rent therein-before mentioned, by even and equal portions, and also yielding and paying out of such part of the said demised premises only as at the date of the said last-mentioned Act were called Kilburn Bridge Farm, yearly and every year during the said term of 99 years, to the said churchwardens of the said parish of Paddington for the time being, the rent or sum of 15*l.* of like lawful money, free and clear of and from all and all manner of taxes and deductions or any other outgoings whatsoever, as a satisfaction and in lieu of all claims and common rights in and over the therein-mentioned strips, pieces, or parcels of waste land, containing about five acres, on the usual feast days or days of payment of rent therein-before mentioned, and subject to the covenants therein contained, amongst which was a covenant on the part of the Bishop of London to renew the said lease at the end of the first fifty years of the term thereby granted for a further term of 99 years, which renewed lease should contain a covenant for the further renewal thereof as therein mentioned; and the said schedule referred to by the said lease now in recital, being a particular of the lands forming part of the Paddington Estate, which had been aliened since the passing of the Act of the thirty-fifth George the Third, is as follows; (that is to say,)

Description of Lands.	Authority under which, and purpose for which, the land had been aliened.
A field or close of land called the Two Acre field, situated at Kensington Gravel Pits, and containing 2 a. 1 r. 15 p. - - -	Sold under the authority of 52 George III. cap. 193., for raising money for the purchase by the Bishop of London and his lessees, from the Corporation of London, of certain waters and springs, and the conduits and other appurtenances thereto, within the parishes of Marylebone and Paddington.
A field or close of land called the Pightle or Shoulder of Mutton piece, situate at Westbourne Green, containing 2 a. 0 r. 17 p. - - -	
A piece of land in the common field adjoining the rivulet, containing three roods - - -	
Geas 2 acres in the common fields, containing 2 a. 0 r. 26 p. - - -	
A piece of ground on the west side of Bayswater Stream, containing 0 a. 1 r. 35 p. - - -	}
A house and 2 a. 1 r. 29 p. of land near Paddington churchyard, and then forming part of the said churchyard - - -	
A small garden, containing about 1 rood, in the rear of a house in St. George's Row, then or then late belonging to Richard Barnett - - -	

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Description of Lands.	Authority under which, and purposes for which, the land had been aliened.
A small garden, containing about 34 perches, in the rear of a house in St. George's Row aforesaid, then or then late belonging to John Baker - - - - -	
Three small gardens or strips of land, containing together about 36 perches, in the rear of houses in St. George's Row aforesaid, then or then late belonging to Sarah Hill - - - - -	
A piece of land, part of a field called Lower Readings, and lying at the south-east corner thereof next the Green Lane, containing about 1 r. 6 p. - - - - -	Sold under the authority of the 42 George III. c. 116., for redemption of the land tax on the Paddington Estate.
A piece of land, part of a field called Hither Nine Acres, and lying on the west side thereof next the brook there, and surrounded on the south-west and north sides by the said brook, and containing about 0 a. 1 r. 1 p. - - - - -	
A piece of land forming part of and separated from a field called Bridge Field, and lying on the north side thereof, and containing 1 acre - - - - -	
And a piece of land, part of the said Hither Nine Acres, and situate at the south corner thereof, containing 10 perches, and added to and forming part of the Harrow Road - - - - -	
Certain pieces of land, then forming part of the Regent's Canal towing-path and approaches of and to the same - - - - -	
The site of St. John's Church in the parish of Paddington - - - - -	
A piece of ground in Park Place and Porteous Road, containing 0 a. 2 r. 39 p. - - - - -	Granted under the powers of 6 Geo. IV. c. 45. to the curate of the parish of Paddington and his successors, for the site for the curate's residence.
The site of St. James's Church in the said parish of Paddington - - - - -	
The site of the house and offices of the minister officiating in the last-mentioned church - - - - -	Granted under the powers of 6 Geo. IV. c. 45. to the Church Building Commissioners.
The site of Trinity Church in the said parish of Paddington - - - - -	

A.D. 1871.

Description of Lands.	Authority under which, and purposes for which, the land had been aliened.
<p>All that piece or parcel of ground situate in the parish of Paddington in the county of Middlesex, adjoining to and lying westward of the Burial Ground belonging to the church of Saint Mary, Paddington, bounded on the east by the said Burial Ground, on the south by the Harrow Road, on the west by Park Place, and on the north by a roadway leading from Park Place to the said Burial Ground, and then intended to be called Saint Mary's Place, and containing 0 a. 2 r. 25 p. of assize, little more or less</p>	<p>Sold to the Church Building Commissioners, under the powers of the Church Building Acts, for enlarging Paddington churchyard.</p>

And whereas the said trustees and Lord Bishop duly conveyed to the persons and in the manner directed by the said Act of the seventh and eighth years of Her present Majesty, the said two plots of land, by the same Act authorised to be appropriated as and for sites for a hospital and church, and have duly granted to the Grand Junction Canal Company and the Grand Junction Waterworks Company renewed leases by way of underlease of the several portions of the said estate authorised or directed by the several Acts of Parliament relating to the said companies to be leased to them respectively, and have also duly granted to the said Great Western Railway Company leases by way of underlease of those portions of the said estate which by the Acts of Parliament relating to the said railway company are authorised or directed to be demised to them; and the trustees for the time being of the said estate have, as well before as since the granting of the said existing lease of the 2nd day of June 1845, granted divers leases by way of underlease of other portions of the said estate, in exercise of the powers of leasing in the several Acts relating to the said estate or some of them contained:

That underleases have been duly granted to the three companies.

And whereas in the year 1846 a piece of land situate on the south side of the Harrow Road, and adjoining the Lock Hospital, (being part of the hereditaments comprised in the said lease of the 2nd day of June 1845,) was sold to the guardians of the poor of the parish of Paddington, for the sum of 5,168*l.* 15*s.*, which sum was paid into the Bank of England in the name and with the privity of the Accountant General of the Court of Chancery, and placed to his account, in the matter of an Act of Parliament made and passed in the fifth and sixth years of the reign of His late Majesty King William the Fourth (being the "Act to facilitate the conveyance

Sale and conveyance to guardians of poor of site of work-house.

A.D. 1871.      “ of workhouses and other property of parishes and of incorporations  
 “ or unions of parishes in England and Wales”) to the credit of the  
 said Charles James Lord Bishop of London, Thomas Thistlethwayte,  
 Thomas Somers Cocks, and Christopher Hodgson :

Investment  
 of purchase  
 money in  
 stock.

And whereas the said sum of 5,168*l.* 15*s.*, the consideration money  
 paid by the said guardians of the poor of the parish of Paddington  
 for the purchase of the said pieces of land and hereditaments by the  
 lastly herein-before stated indenture conveyed, was duly invested by  
 the direction of the Court of Chancery in the purchase, in the name  
 of the said Accountant General, of the sum of 5,377*l.* 2*s.* 3*d.* Bank  
 Three per Cent. Annuities :

Order direct-  
 ing purchase  
 money to  
 be raised  
 for new pur-  
 chase.

And whereas by certain orders of the said court, dated respectively  
 the 25th day of May 1847 and the 21st day of January 1848, the  
 sum of 4,500*l.* was directed to be raised out of the said sum of  
 5,377*l.* 2*s.* 3*d.* Bank Three per Cent. Annuities, to be paid to the said  
 Thomas Thistlethwayte as the consideration for the conveyance next  
 herein-after recited :

Indenture,  
 dated 15th  
 Feb. 1848.  
 Purchase by  
 Bishop and  
 trustees of a  
 piece of land  
 from Thomas  
 Thistle-  
 thwayte for  
 4,500*l.*

And whereas by an indenture dated on or about the 15th day of  
 February 1848, and made or expressed to be made between the said  
 Thomas Thistlethwayte of the first part, Sir Warwick Charles  
 Morshead of the second part, the said Henry Frederick Thistle-  
 thwayte of the third part, the said Charles James Lord Bishop of  
 London of the fourth part, the said Thomas Thistlethwayte, Thomas  
 Somers Cocks the elder, and Christopher Hodgson, of the fifth part,  
 and Thomas William Budd, Gentleman, of the sixth part, in con-  
 sideration of the sum of 4,500*l.* sterling, therein mentioned to be  
 intended to be paid by the Accountant General of the Court of  
 Chancery, out of the moneys to arise from the sale of a competent  
 part of the said sum of 5,377*l.* 2*s.* 3*d.* Bank Three per Cent. Annuities  
 standing in the name of the said Accountant General as aforesaid, to  
 the said Thomas Thistlethwayte, immediately after the execution of  
 the said indenture now in recital, all that piece or parcel of land  
 lying within the gate of the common field of Westbourne in the  
 parish of Paddington aforesaid, formerly estimated to contain 3  
 roods (more or less), containing by admeasurement 1 acre (more  
 or less), formerly in the occupation of Joseph Riggs, then of William  
 Godfrey and one Reginald Heber, both deceased, and afterwards of  
 William Ward, his undertenants or assigns, and then of John Davies,  
 and then or late of Elizabeth Fortescue, as the same piece or parcel  
 of land was more particularly delineated in the margin of the said  
 indenture now in recital, and was therein coloured red, and marked  
 with the No. 1; also all that piece or parcel of land lying within  
 or near to the same field, formerly estimated to contain 1 acre

(more or less), containing by admeasurement 1 a. 3 r. 15 p., more or less, formerly called the Old Gravel Pit, and formerly covered with water, and in the occupation of one Thomas Griffiths and Robert Cromwell, or one of them, afterwards of the said William Godfrey and Reginald Heber, deceased, and afterwards of the said William Ward, his undertenants or assigns, then of John Davis, and then or then late of Elizabeth Fortescue, which said last-mentioned piece or parcel of land was situate on the east side of and adjoining to Black Lion Lane otherwise Queen's Road in the said parish of Paddington, (except nevertheless out of the grant and release intended to be made by the said indenture now in recital such part of the said last-mentioned piece or parcel of land as was distinguished in the said plan drawn in the margin thereof by the colour green, and except the chapel, vestry-room, schoolroom, and two houses built on the said thereby excepted piece or parcel of land, which said thereby excepted piece or parcel of land, chapel, vestry-room, schoolroom, and houses were to remain the property and inheritance of the said Thomas Thistlethwayte,) which said piece or parcel of land secondly granted and released was more particularly delineated in the said plan drawn in the margin thereof, and was therein coloured red, and marked with the No. 2, together with the appurtenances, were granted and released or otherwise assured to the use of the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, for the term of 99 years, to be computed from the 21st day of May 1845, upon the same or the like trusts, and for the same or the like intents and purposes, and with the same or the like rights of renewal, and other rights, powers, and authorities, and with, under, and subject to the same or the like rents, reservations, restrictions, covenants, and provisions, upon, for, with, under, and subject to which the said pieces or parcels of land purchased by the said guardians of the said parish of Paddington, under the powers of the said Act of the fifth and sixth years of the reign of His late Majesty King William the Fourth, were held or were subject or liable previously to the same being so purchased by the said guardians as aforesaid, or as near thereto as circumstances would admit, and subject to the estate and interest therein-before limited to the use of the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns as aforesaid, to the use of the said Charles James Lord Bishop of London and his successors, to the intent that the said pieces or parcels of land, hereditaments, and premises by the said indenture now in recital granted and released might thenceforth and at all times thereafter

A.D. 1871.

be held by the said Thomas Thistlethwayte, Thomas Somers Cocks the elder, and Christopher Hodgson, their executors, administrators, and assigns, and other the trustees or trustee for the time being to be appointed in pursuance of the said Act of the sixth year of the reign of His said Majesty King George the Fourth as aforesaid, and by the said Charles James Lord Bishop of London, and his successors respectively, for the same estates and interests and in the same manner in every respect as the said pieces or parcels of land purchased by the said guardians under the powers of the said Act of the fifth and sixth years of the reign of His said Majesty King William the Fourth would or ought to have been held by the said several last-mentioned parties respectively in case the same had not been required for the purposes of the said last-mentioned Act, and had not been so purchased by the said guardians as aforesaid :

Order, dated 5th May 1848, to transfer the stock to Thomas Thistlethwayte, instead of the 4,500*l.*, and his acceptance thereof.

And whereas by an order of the said Court of Chancery, dated the 5th day of May 1848, it was ordered that the said sum of 5,377*l.* 2*s.* 3*d.* Bank Three per Cent. Annuities should be transferred to the said Thomas Thistlethwayte in full discharge of the said sum of 4,500*l.*, and the same sum was accordingly duly transferred into his name ; and by a declaration indorsed on the said indenture of the 15th day of February 1848, and signed by the said Thomas Thistlethwayte, he acknowledged that the said sum of 5,377*l.* 2*s.* 3*d.* Consols was accepted by him in discharge of the said sum of 4,500*l.*, notwithstanding at the date of the said order the said Consols if sold might not have produced that sum :

Order, dated 5th Dec. 1851. Appointment of new trustees by Court of Chancery.

And whereas by an order of the said Court of Chancery, dated the 5th day of December 1851, made in the matter of the said Act of the sixth year of King George the Fourth, on the petition of the said Charles James then Lord Bishop of London, and of the major part in value of the other persons then beneficially entitled to receive two third parts of the rents and profits of the said estate, the Court did, pursuant to the said Act, nominate and appoint the Honourable Sir George Rose of Hyde Park Gardens in the said county of Middlesex to be a trustee in the place of the said Thomas Thistlethwayte, then deceased, and Thomas Somers Cocks (then Thomas Somers Cocks the younger), to be a trustee to supply the place of the said Thomas Somers Cocks the elder for the purposes of the said lease of the 2nd day of June 1845, and the said last-mentioned Act of Parliament and the other Acts therein mentioned or referred to, and did order that the trust estates, powers, and authorities which were vested in the said Thomas Thistlethwayte or Thomas Somers Cocks the elder should be conveyed, assigned, and transferred so and in such manner that the same should vest in the said Sir George Rose and Thomas



Somers Cocks the younger, jointly with the said Christopher Hodgson, their executors, administrators, and assigns, as by the said Act of the sixth year of King George the Fourth was directed : A.D. 1871.

And whereas by an indenture of assignment, dated the 8th day of December 1851, and made or expressed to be made between the said Thomas Somers Cocks the elder and Christopher Hodgson of the first part, the said Sir George Rose and Thomas Somers Cocks the younger of the second part, and the said Thomas William Budd of the third part, and by a deed poll, dated the 9th day of December 1851, and indorsed on the said indenture of assignment, under the hand and seal of the said Thomas William Budd, all and singular the site, rectory, messuages, lands, tenements, hereditaments, and premises comprised in and demised by the said lease of the 2nd day of June 1845 (except the pieces or parcels of land conveyed by the therein-before recited indenture of the 8th day of September 1846 to the guardians of the poor of the parish of Paddington), and also all and singular the lands, hereditaments, and premises comprised in and conveyed or otherwise assured by the said recited indenture of the 15th day of February 1848, and also all and singular other the hereditaments (if any) which by virtue of the indentures of the 2nd day of June 1845 and the 15th day of February 1848, or either of them, or of the several therein-before mentioned Acts of Parliament, or any of them, or by any of the means therein mentioned, or otherwise howsoever, had become and were then vested in the said Thomas Somers Cocks the elder and Christopher Hodgson, as such surviving trustees as aforesaid, and of which the said Sir George Rose and Thomas Somers Cocks the younger were by the said order of the 5th day of December then instant appointed trustees with the said Christopher Hodgson, were assigned for the residue then to come of the aforesaid term of 99 years granted by the said indenture of the 2nd day of June 1845, and of all other the terms, estates, and interests (if any) which had become vested in the said Thomas Somers Cocks the elder and Christopher Hodgson, as such surviving trustees as aforesaid, unto the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks the younger (herein-after referred to as Thomas Somers Cocks), their executors, administrators, and assigns, upon the trusts, and for the intents and purposes, and with, under, and subject to the powers and provisions then subsisting in the same premises, upon, with, under, and subject to which the same were and ought to be held under the said Act of Parliament, and according to the said order of the 5th day of December then instant :

Indenture,  
dated 8th  
Dec. 1851.  
Assignment  
of trust  
estate.

A.D. 1871.

Order of  
exchange,  
dated 27th  
May 1858.

And whereas by an order of exchange, dated the 27th day of May 1858, under the corporate seal of the Inclosure Commissioners for England and Wales, the said Inclosure Commissioners, for giving effect to the proposed exchange therein mentioned, did order and declare that the land and hereditaments specified in the first schedule thereunder written, and shown on the plan thereunto annexed, with the rights, easements, and appurtenances thereto belonging, should be taken by and thenceforward become the land and hereditaments of Archibald Campbell, then Lord Bishop of London, as such lessor, and Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, as such lessees as aforesaid, in exchange for the land and hereditaments specified in the second schedule thereunder written, and also shown on the said plan, which should be given by the said Archibald Campbell, then Lord Bishop of London, as such lessor, and Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks as such lessees as aforesaid, and that the said land and hereditaments specified in the said second schedule, and shown on the said plan, with the rights, easements, and appurtenances thereto belonging, should be taken and thenceforward become and be the land and hereditaments of the persons in the said order mentioned :

THE FIRST SCHEDULE.					THE SECOND SCHEDULE.				
No. on Plan.	Description.	Extent.			No. on Plan.	Description.	Extent.		
		A.	R.	P.			A.	R.	P.
1a	Meadow part of a field called Westbourne Mead -	—	—	24	1	Meadow part of the Paddington Estate -	—	—	23½
2a	Ditto ditto -	—	—	22	2	Ditto ditto -	—	—	6½
3a	Meadow part of a field called Kilburn Mead -	—	—	1	3	Ditto ditto -	—	—	16½
4a	Ditto ditto -	—	—	11	4	Ditto ditto -	—	—	23½
5a	Formerly meadow, but now converted in part into roadway -	—	1	35	5	Ditto ditto -	—	1	15
6a	—	—	—	2	6	Ditto ditto -	—	—	8
		—	3	15			—	3	13

And whereas in the year 1854 a piece of land (being part of the said estate), situate at Hereford Road and Talbot Road, containing in length on the north side 85 feet, on the south side 92 feet, and in depth on the west side 50 feet, and on the east side 50 feet or thereabouts, was conveyed by the said Charles James, late Lord Bishop of London, and the trustees of the said estate, under the powers of the said Act of the sixth year of King George the Fourth, to Her Majesty's Commissioners for Building New Churches, for a site for a parsonage house, offices, and garden for the use of the minister for the time being of St. Stephen's Church, and in the year 1856 a piece of land (further part of the said estate), situate in Warwick Road, and containing 1 rood 26 poles, was conveyed by the said Charles James, late Lord Bishop of London, and the said trustees, under the powers of the same Acts, to the said Church Building Commissioners, for the site of St. Saviour's Church, and in the years 1859 and 1868 respectively certain messuages (further part of the said estate), then known as Nos. 59 and 60, Market Street, and Nos. 29, 30, 31, and 32, Star Street, and certain land contiguous to the Grand Junction Canal, were conveyed by the then Lord Bishop of London and the said trustees and the Grand Junction Canal Company, under the powers of the Church Building Acts, to the Ecclesiastical Commissioners for England, for sites for St. Michael's Church and St. Mary Magdalen's Church respectively :

And whereas by an order of exchange, dated the 2nd day of September 1865, under the corporate seal of the said Inclosure Commissioners, the said Inclosure Commissioners, for giving effect to the proposed exchange therein mentioned, did order and declare that the land and hereditaments specified in the first schedule thereunder written, and shown on the plan thereunto annexed, with the rights, members, and appurtenances thereto belonging, should be taken by and thenceforward become the land and hereditaments of the said Archibald Campbell, then Lord Bishop of London, Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, in exchange for the land and hereditaments specified in the second schedule thereunder written, and also shown on the said plan, and that the said land and hereditaments specified in the said second schedule, and shown on the said plan, with the rights, members, and appurtenances thereto belonging, should be taken by and thenceforward become and be the land and hereditaments of the persons in the said order mentioned, in exchange for the said land and hereditaments specified in the said first schedule and shown in the said plan :

A.D. 1871.

Conveyances  
of site for  
parsonage of  
St. Stephen's  
Church,  
site for St.  
Saviour's  
Church,  
site for St.  
Michael's  
Church,  
and site for  
St. Mary  
Magdalen's  
Church.

Further  
order of ex-  
change.

A.D. 1871.

THE FIRST SCHEDULE above referred to.					THE SECOND SCHEDULE above referred to.				
Land and hereditaments situate in the parish of Paddington in the county of Middlesex, given in exchange to and taken by the said Archibald Campbell Lord Bishop of London, Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks.					Land and hereditaments situate in the parish of Paddington in the county of Middlesex, given in exchange to and taken by the said Sir John Neeld, Inigo William Jones, and John Edward Jackson.				
No. on Plan.	Description.	Extent.			No. on Plan.	Description.	Extent.		
		A.	R.	P.			A.	R.	P.
1	Part of Williams' Field; part of Busby's Field; part of Arnold's Field - -	—	2	31	2	Part of "The Mead;" part of the fourteen acres; part of further seven acres - -	—	2	31

Lands taken by the Metropolitan Railway Company.

And whereas certain lands, being portions of the said Paddington Estate, situate in Praed Street, Craven Road (formerly called Conduit Street and Conduit Street West), Porchester Terrace, Inverness Terrace, Queen's Road, and Moscow Road, have been required by the Metropolitan Railway Company for the purposes of their undertaking, and they have entered into possession of the said lands so required by them, and the purchase money for the same has been duly fixed at the sum of 14,400*l.*, of which the sum of 5,000*l.* was, in the month of June 1867, paid into the Court of Chancery to the credit of "Exparte the Metropolitan Railway Company, in the matter of the Metropolitan Railway, Notting Hill and Brompton Extension Act, 1864," and was, in pursuance of the provisions of the Acts of Parliament relating to the said railway, paid out to the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, to be expended by them in the construction of roads and sewers on the said estate, and the sum of 9,400*l.*, residue of the said sum of 14,400*l.*, is still due and owing by the said company, but no conveyance has yet been made to the said company of the lands and premises so taken as aforesaid:

Appropriation of part of purchase money.

And whereas the sum of 4,473*l.* 19*s.* 1*d.*, part of the said last-mentioned sum of 5,000*l.*, has already been expended by the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, in the construction of roads and sewers, as authorised by the said last-mentioned Acts of Parliament and order of the said Court of Chancery, leaving a balance in their hands of 526*l.* 0*s.* 11*d.* cash:

And whereas upon the expiration of certain building leases granted of portions of the said estate, a sum of 176*l.* 12*s.* 9*d.* was received by the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, from the then holders of the said leases, in lieu of dilapidations to which they were liable under the covenants contained in the same leases, which sum, after deducting the expenses attending the arrangement, has been invested in the purchase, in the names of the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, of the sum of 162*l.* 7*s.* 10*d.* New Three per Cent. Bank Annuities, and that sum is now standing in their names in the books of the Governor and Company of the Bank of England :

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—  
Expiry of certain leases and sum received for dilapidations.

And whereas several small tithe rentcharges, being respectively apportioned parts of the said tithe rentcharge of 161*l.* 11*s.* 10*d.*, demised by the said recited lease of the 2nd day of June 1845, amounting in the aggregate to 14*l.* 18*s.* 1*d.*, have been from time to time redeemed under the powers contained in the Act of Parliament of the twenty-third and twenty-fourth years of Her present Majesty, chapter 93; and the purchase moneys, amounting in the whole to the sum of 372*l.* 12*s.* 1*d.*, have been from time to time invested in pursuance of the provisions of the said last-mentioned Act in the purchase, in the names of the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, of sums amounting together to the sum of 399*l.* 14*s.* 4*d.* Three per Cent. Consolidated Bank Annuities, which sum is subject to be applied or laid out and invested in the manner directed by the said last-mentioned Act and the several Acts therein recited :

Redemption of tithes and investment of redemption money.

And whereas, by virtue of the second section of the Act of Parliament of the twenty-third and twenty-fourth years of the reign of Her present Majesty, chapter 124, intituled "An Act further to amend the Acts relating to the Ecclesiastical Commissioners, and the Act concerning the management of Episcopal and Capitular Estates in England," upon the avoidance of the See of London by the translation of the said Archibald Campbell, then Lord Bishop of London, to the See of Canterbury, in the month of December 1868 (being the first avoidance of the See of London after the passing of the same Act), all the lands, hereditaments, and emoluments of or belonging to the See of London (except all rights of patronage or presentation, and the residences of the bishop, and such lands necessary for the enjoyment of such residences as should be attached thereto by any scheme of the Ecclesiastical Commissioners, sanctioned by an Order of Her Majesty in Council,) became and are now vested in the Ecclesiastical Commissioners for England, and as regards the said Paddington Estate (by virtue of the thirty-fourth section of the said last-mentioned Act) subject to the several

Vesting of the reversion of the estate in the Ecclesiastical Commissioners for England.

A.D. 1871. powers and obligations created by the said Act of the sixth year of the reign of His Majesty King George the Fourth, chapter 45, and the several Acts therein recited :

Moneys and funds now subject to the trusts of the estate.

And whereas the said sum of 57*l.* 18*s.* 11*d.* Three per Cent. Consolidated Bank Annuities so standing in the name of the Accountant General of the said Court of Chancery, as herein-before is mentioned, the said sum of 526*l.* 0*s.* 11*d.* cash in hand, the said sum of 9,400*l.* due from the said Metropolitan Railway Company as aforesaid, the said sum of 162*l.* 7*s.* 10*d.* New Three per Cent. Annuities, and the said sum of 399*l.* 14*s.* 4*d.* Three per Cent. Consolidated Bank Annuities, represent the only moneys paid or receivable in respect of the said sales made of portions of the said estate, and in respect of the other transactions herein-before mentioned or referred to, which have not been laid out or invested in the purchase of other lands :

Order, dated 11th June 1870. Appointment of James Peter Bathurst as trustee in the place of Sir George Rose.

And whereas by an order of the said Court of Chancery, made on the 11th day of June 1870, on the petition of the said Christopher Hodgson; Sir George Rose, Thomas Somers Cocks, and of the other persons then beneficially entitled to receive the two third parts not vested in the said Ecclesiastical Commissioners of the rents and profits of the said estate, and, with the consent of the said Ecclesiastical Commissioners, it was ordered that James Peter Bathurst, of No. 22, Chapel Street, Belgrave Square, in the county of Middlesex, Esquire, be appointed a trustee in substitution for the said Sir George Rose, for the purposes of the said lease of the 2nd day of June 1845, and of the said Act of Parliament of the sixth year of the reign of King George the Fourth, chapter 45, and the Acts referred to therein, and that the trust estate, powers, and authorities which were then vested in the said Sir George Rose should be conveyed, assigned, and transferred so and in such manner that the same might vest in the said James Peter Bathurst jointly with the said Christopher Hodgson and Thomas Somers Cocks, their executors, administrators, and assigns, as by the said Act of the sixth year of the reign of King George the Fourth is directed :

Indenture, dated 2nd July 1870. Assignment of trust estate.

And whereas by an indenture, dated the 2nd day of July 1870, and made between the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks of the first part, the said James Peter Bathurst of the second part, and the said Christopher Hodgson and Thomas Somers Cocks and James Peter Bathurst of the third part, after reciting that it was intended that a sum of 696*l.* cash, being so much of the said sum of 5,000*l.* as had not then been expended, a sum of 256*l.* 10*s.* 3*d.* Consols (which then represented the moneys received for the redemption of tithes, and which has since

been increased to the said sum of 399*l.* 14*s.* 4*d.* like annuities), and the said sum of 162*l.* 7*s.* 10*d.* New Three per Cent. Annuities, should be transferred into the name of the said Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst, as soon as practicable after the execution thereof, and as to the said sum of 256*l.* 10*s.* 3*d.* as soon as an order could be obtained from the Tithe Commissioners sanctioning such transfer, all and singular the site, rectory, messuages, lands, tenements, hereditaments, and premises comprised in and assigned to the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, by the indenture of the 8th day of December 1851, and deed poll of the 9th day of the same month (except the said pieces of land so transferred to Richard Batterbury and others, and to the said Sir John Neeld and others respectively, but including the pieces of land so taken in exchange for the same as aforesaid), and also by way of assignment, and not of exception, all and singular other the hereditaments (if any) which by virtue of the said lease of the 2nd day of June 1845, and the said indenture of the 8th and deed poll of the 9th day of December 1851, and the said recited orders of exchange, or any of them, or of the several Acts of Parliament, or any of them, had become and were then vested in the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, as such trustees as aforesaid, and of which the said James Peter Bathurst was by the said order of the 11th day of June 1870 appointed a trustee, with the said Christopher Hodgson and Thomas Somers Cocks as aforesaid, together with the benefit of the right of renewal in perpetuity of the said lease of the 2nd day of June 1845, and all that the said sum of 9,400*l.*, being the balance remaining unpaid of the said purchase money or sum of 14,400*l.* payable by the Metropolitan Railway Company, were assigned, but as to such of the said lands therein-before assigned as were required by and were then in the possession of the said Metropolitan Railway Company, subject to the right of the same company to require a conveyance thereof, on payment by them of the residue then remaining unpaid of the said purchase money of 14,400*l.* as aforesaid, as follows; (that is to say,) as to the said hereditaments and premises, unto the said Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst, their executors, administrators, and assigns, for the residue of the term of 99 years granted by the said lease of the 2nd day of June 1845, and for all other the terms, estates, and interests of the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks; and as to the said principal sum of 9,400*l.* and premises, unto the said Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst, their executors, administrators, and assigns, absolutely, but as to all

A.D. 1871. the said thereby assigned premises upon the trusts and for the intents and purposes, and with, under, and subject to the powers and provisions, upon, for, with, under, and subject to which the same respectively ought to be held under or by virtue of the said lease of the 2nd day of June 1845, and the several Acts of Parliament and orders of the said Court of Chancery existing or for the time being in force relating to the Paddington Estate :

Persons beneficially entitled to the lease of 22nd May 1795.

And whereas it appears by recitals contained in the preambles of the said Act of the sixth year of King George the Fourth and of previous Acts herein-before mentioned, or of some of the said Acts, that, at the time of the passing of the said Act of the sixth year of King George the Fourth, the following persons were beneficially entitled to the said lease of the 22nd day of May 1795, (that is to say,) Thomas Thistlethwayte, Elizabeth Thistlethwayte, and the said Henry Frederick Thistlethwayte and Elizabeth Hughs, in the same Act respectively mentioned (the said Elizabeth Hughs being therein called Elizabeth Hughes) :

That since 6 G. 4. the following transactions have taken place with respect to beneficial interests.

And whereas since the passing of the said Act of the sixth year of King George the Fourth the transactions herein-after stated have taken place with respect to the beneficial interests of the persons then beneficially entitled to the said lease of the 22nd day of May 1795, and of the persons who afterwards became beneficially entitled to the said lease of the 2nd day of June 1845 :

*As to the Parts or Shares vested at the time of the passing of the said Act of the sixth year of King George the Fourth in the said THOMAS THISTLETHWAYTE and ELIZABETH THISTLETHWAYTE respectively :*

Will of Elizabeth Thistlethwayte, dated 14th August 1834.

The said Elizabeth Thistlethwayte duly executed her last will and testament, dated the 14th day of August 1834, and, after charging all her real and personal estate with the payment of all such legacies and annuities as she should thereafter give by any codicil or codicils or other testamentary writing, gave, devised, and bequeathed all her said real and personal estate to her brother the said Thomas Thistlethwayte, his heirs, executors, and administrators, and she appointed him executor of the said will :

Codicil of Elizabeth Thistlethwayte.

The said Elizabeth Thistlethwayte wrote (but did not sign) a codicil dated the 7th day of October 1834, and which was written at the foot of her said will, and by such codicil she gave to Eliza Lawless, her housekeeper, since deceased, an annuity of 100*l.*, and to Mary Russell, her cook, since deceased, an annuity of 50*l.*, the same to be paid half-yearly, and the first payment to be made at the end of three months after her decease, and she declared that she intended that paper to have effect as a testamentary writing :



The said Elizabeth Thistlethwayte departed this life on the 6th day of April 1837, and without having altered or revoked her said will, except by her said codicil, and without having altered or revoked her said codicil, and her said will and codicil were on the 28th day of August 1837 proved by the said Thomas Thistlethwayte in the Prerogative Court of Canterbury :

A.D. 1871.

—  
Her death,  
and probate  
of her will.

The said last-named Thomas Thistlethwayte (herein-after called the said Thomas Thistlethwayte the elder) duly executed his last will and testament, dated the 12th day of August 1850, and thereby appointed John Guitton, therein described as of Wickham in the county of Southampton, Esquire, the said Henry Stanhope, therein described as a Captain of the Royal Navy, and George Abbot, therein described as of Southwick in the county of Southampton, Clerk, executors and trustees of his will, and after confirming the settlement made on his marriage with his then wife Tryphena Thistlethwayte, and the jointure of 2,000*l.* thereby secured, the said testator gave to his daughter Grace Thistlethwayte, for the joint lives of herself and her mother, or until the marriage of his said daughter, an annuity of 300*l.*, and if she should survive her mother, and be still unmarried, an annuity of 1,000*l.* from her mother's death till her own death or marriage, and if she should marry he gave her 10,000*l.* on her wedding day, and for the rest of her life an annuity of 200*l.*, but he desired that the 10,000*l.* might be settled on the marriage of his said daughter in trust for her during her life for her separate use, and after her decease in trust for her husband during his life, and after the decease of the survivor in trust for the children of the marriage as therein mentioned, and in default of any such child in trust for his said daughter if she should survive her husband, and if not for her testamentary appointees notwithstanding coverture, and subject thereto in trust for her next of kin exclusive of her husband ; and the said testator gave to the several persons next therein-after named, for their respective lives, annuities of the respective amounts next therein-after specified ; namely, to his son Augustus Frederick Thistlethwayte 2,000*l.*; to the Reverend Jonathan Stackhouse Rashleigh of Wickham, Southampton, 100*l.*, which was to be continued to his then present wife during the remainder of her life if she survived him ; to the Reverend Heaton de Crespigny 100*l.* ; to the said Henry Stanhope 200*l.*, which was to be continued to his then present wife during the remainder of her life if she survived him ; to Miss Caroline Jennings, his attendant and reader at Southwick House, if she should be living with him at his decease, 100*l.* ; to Mary Trodd, late Mary Russell, 50*l.*, being the annuity bequeathed to her by his late sister, and payable by him as her executor and residuary legatee ; and to his gamekeeper, William Houghton, 20*l.*, which was to be continued to his then

Will of  
Thomas  
Thistle-  
thwayte,  
dated 12th  
August 1850.

A.D. 1871.

present wife if she survived him; and the said testator charged, in exoneration of the residue of his personal estate, the annuities specified in the last preceding clause, and also such of the said annuities to his said daughter Grace Thistlethwayte as should become payable, and likewise the said 10,000*l.* if payable on his share and interest in the tenements and hereditaments at and near Paddington in the county of Middlesex called the Paddington Estate, and directed that the said annuities should be paid out of the income of the said share and interest half-yearly on the 25th March and the 29th September, and that the first payment should be made on such of the said days as should happen next after his decease or next after the commencement of the said annuities respectively, except as to the said annuity to the said Mary Trodd, which was to be paid out of the said income at the times directed by his said sister; and he charged his said share and interest in the said Paddington Estate, in exoneration of the residue of his personal estate, with the jointure of 2,000*l.* secured to his said wife by the settlement therein-before confirmed; and, subject to the said charges and all provisions relating thereto, he gave to his said trustees all his part or share and estate and interest of and in all the messuages, lands, tenements, tithes, and other hereditaments at or near Paddington in the county of Middlesex held under the Bishop of London by lease renewable for ever, and called the Paddington Estate, and all his share, estate, and interest of and in the little property in or near Paddington which he had lately sold to the trustees of the said Paddington Estate, and which he declared it to be his intention to include in all the provisions of that his will which related to the said Paddington Estate, as if it was part thereof or expressly referred to in such provisions, upon trust, out of the income of the said shares and interest, or by mortgage thereof, but not by sale, to pay the said annuities and jointure, and the said 10,000*l.* if payable, and to renew the leases of the said hereditaments; and subject thereto in trust for his son Arthur Henry Thistlethwayte and his assigns for his life; with remainder in trust, as far as the law would allow, for the first and all and every other the son and sons of the body of the said Arthur Henry Thistlethwayte, severally, successively, and in remainder one after another as they should be in priority of birth, and the heirs male of the body and respective bodies of all and every such son and sons issuing, in tail male; with remainder to his son Augustus Frederick Thistlethwayte for life; with like remainder in trust, as far as the law would allow, for his first and other sons successively, and the heirs male of their respective bodies, in the same manner as therein-before declared in favour of the son and male issue of his son Arthur Henry Thistlethwayte; with remainder to his son Thomas Thistlethwayte for life; with remainder

to his first and other sons successively in tail male; remainder to the daughters of the said Arthur Henry Thistlethwayte successively, and their heirs male, in the same manner as therein-before declared in favour of the sons and male issue of the said Arthur Henry Thistlethwayte; with remainder to the daughters of Augustus Frederick Thistlethwayte, in like manner; with remainder to the daughters of the said Thomas Thistlethwayte, the son, in like manner; with remainder, first, in favour of his the said testator's daughter Selina Garnier for life, and then to her sons successively in tail male; secondly, in favour of his daughter Elizabeth Custance for life, and then for her sons successively in tail male; thirdly, in favour of his daughter Dame Catherine Collier for life, and then for her sons successively in tail male; fourthly, in favour of his daughter Matilda Orred for life, and then for her sons successively in tail male; fifthly, in favour of his daughter Dame Caroline Chichester for life, and then for her sons successively in tail male; sixthly, in favour of his daughter Laura Dunsmore for life, and then for her sons successively in tail male; seventhly, in favour of his daughter Grace Thistlethwayte for life, and then for her sons successively in tail male; and then in favour of his own right heirs; and in the said will was contained a power for his son Arthur Henry Thistlethwayte, as beneficial tenant for life of the said share and interest in the said Paddington Estate, to charge the same with a jointure and portions as therein mentioned, and also power for each of the daughters to charge the said share and interest with portions as therein mentioned; but that no appointment of or for any portion should take effect as an actual charge or estate unless the appointor, or his or her issue, should be or afterwards become entitled in possession to the said share and interest; and also a proviso that whenever any one of his daughters, or any daughter of either of his sons, or the male issue of any such daughters, should become entitled to the Hampshire Estate, therein-before devised, and also (but for that proviso) to the said share and interest in the said Paddington Estate, and there should be any other of his daughters or his sons daughters, or their male issue, then living, then the trusts under which such one person would take the said share and interest in the said Paddington Estate should cease, and that estate should be subject to the next subsequent trusts of his will; and also a declaration that his trustees should act over his share of the said estate as if absolute owners until some person or persons should become absolutely and beneficially entitled thereto, and that their receipts should be good discharges for all moneys received by them from the trustees of the Paddington Estate:

A.D. 1871.

Codicil of  
Thomas  
Thistle-  
thwayte.Death of  
Thomas  
Thistle-  
thwayte and  
probate of  
his will and  
codicil.Death of  
Arthur  
Henry  
Thistle-  
thwayte.Deaths of  
certain of the  
annuitants  
under will  
of Thomas  
Thistle-  
thwayte.30th May  
1855.  
Mortgage  
by the trus-  
tees of the

The said Thomas Thistlethwayte the elder duly executed a codicil to his said will, which codicil is dated the said 12th day of August 1850, but he did not thereby affect the provisions of the said will so far as regarded his said shares in the said estate at Paddington :

The said Thomas Thistlethwayte the elder departed this life on the 14th day of September 1850, without having altered or revoked his said will or codicil, except so far as the said will was altered or revoked by the said codicil, and on the 8th day of November 1850 the said will and codicil were proved by the said John Guitton, Henry Stanhope, and George Abbot in the Prerogative Court of Canterbury :

The said Arthur Henry Thistlethwayte attained the age of 21 years on the 15th day of July 1853, and died at Constantinople on the 26th day of November 1854, a bachelor, leaving his elder brother, the said Augustus Frederick Thistlethwayte, him surviving :

Some of the annuitants named in the said will of the said Thomas Thistlethwayte the elder have also died ; (namely,) the said William Houghton died in the year 1855, leaving Margaret his wife, to whom he was married at the time of the date of the will of the said Thomas Thistlethwayte the elder, him surviving ; the said Caroline Jennings, afterwards Caroline the wife of John Bontham, died in the year 1856 ; the said Heaton de Crespigny died in the year 1858 ; and the said Mary Trodd died in the year 1862 ; and the said Tryphena Thistlethwayte also died in the year 1862 ; and the said Jonathan Stackhouse Rashleigh died in the year 1863, leaving his wife Caroline, to whom he was married at the time of the date of the will of the said Thomas Thistlethwayte, him surviving ; and the said Henry Stanhope, one of the trustees of the will of the said Thomas Thistlethwayte, deceased, and also one of the annuitants under his will, died in the year 1865, leaving his wife Mary, to whom he was married at the date of the will of the said Thomas Thistlethwayte, him surviving ; and the said Caroline Rashleigh, the widow of the said Jonathan Stackhouse Rashleigh, died on the 25th day of January 1866 ; and the said Mary Stanhope and Margaret Houghton, two of the annuitants named in the said will, are still living ; and the said Grace Thistlethwayte, the only other annuitant (except the said Augustus Frederick Thistlethwayte) named in the said will, is now the wife of John Dowell Fitzgerald Grace, Esquire ;

By an indenture, dated the 30th day of May 1855, made between the said John Guitton, Henry Stanhope, and George Abbot of the one part, and Elizabeth Custance of Southwick aforesaid, widow, of the other part, after reciting the marriage of the said Grace Thistle-

thwayte, and that the 10,000*l.* given to her on her wedding day by the said will of the said Thomas Thistlethwayte had become payable, in consideration of two sums of 10,000*l.* and 206*l.* (the 206*l.* being the amount of the expense of raising the said sum of 10,000*l.*) paid by the said Elizabeth Custance to the said John Guitton, Henry Stanhope, and George Abbot, the share and interest of the said Thomas Thistlethwayte the elder of and in the said Paddington Estate was assigned to the said Elizabeth Custance by way of mortgage, for securing the repayment of the said sum of 10,206*l.*, with interest :

A.D. 1871.

—  
will of  
Thomas  
Thistle-  
thwayte.

By an indenture, dated the 11th day of July 1857, made between the said Henry Stanhope and George Abbot of the first part, Thomas Butler of Blendworth in the county of Southampton, Esquire, of the second part, and James Lock of the third part, the said Thomas Butler was appointed a trustee in the place of the said John Guitton, who had died in the month of December 1855 ; and by the same indenture, and an indenture dated the 13th day of July 1857 indorsed thereon, and made between the said James Lock of the one part, and the said Henry Stanhope, George Abbot, and Thomas Butler of the other part, the trust estates and premises devised and bequeathed by the will of the said Thomas Thistlethwayte to the said Joseph Guitton, Henry Stanhope, and George Abbot, subject to the said mortgage to the said Elizabeth Custance, became vested in the said Henry Stanhope, George Abbot, and Thomas Butler, upon the trusts declared by the said will of the said Thomas Thistlethwayte the elder of and concerning the same :

Appoint-  
ment of  
Thomas  
Butler to be  
a trustee  
of will of  
Thomas  
Thistle-  
thwayte, in  
lieu of John  
Guitton.  
11th July  
1857.

By an indenture, dated the 8th day of April 1863, made between the said Henry Stanhope (since deceased) and Thomas Butler of the first part, the said George Abbot of the second part, and the said Henry Stanhope and Thomas Butler and Richard Redfearn Goodlad, of Hill Place in the parish of Droxford in the county of Southampton, of the third part, the said Richard Redfearn Goodlad was appointed a trustee of the said will, in the place of the said George Abbot, who was desirous of being discharged from the trusts of the said will, and the said trust estate and premises became thereby vested in the said Henry Stanhope, Thomas Butler, and Richard Redfearn Goodlad, subject to the said mortgage to the said Elizabeth Custance, upon the trusts declared by the said will of the said Thomas Thistlethwayte the elder of and concerning the same, and the said Thomas Butler and Richard Redfearn Goodlad are the present trustees of the said will of the said Thomas Thistlethwayte the elder :

Appoint-  
ment of  
Richard  
Redfearn  
Goodlad to  
be a trustee  
in lieu of  
George  
Abbot.  
8th April  
1863.

The said Augustus Frederick Thistlethwayte created two charges affecting his equitable life estate under the will of the said Thomas

Mortgages  
by A. F.  
Thistle-

A.D. 1871. Thistlethwayte the elder in the said parts or shares thereby bequeathed, which charges have been paid off and discharged :  
 Thistlethwayte since paid off.

*As to the Parts or Shares which at the time of passing of the said Act of the sixth year of King George the Fourth were vested in HENRY FREDERICK THISTLETHWAYTE the younger :*

Indenture, dated 25th May 1827. Assignment to Henry Frederick Thistlethwayte of his shares of the Paddington Estate.

By an indenture, dated the 25th day of May 1827, and made or expressed to be made between Thomas Clare and James Platt, in the said Act of the sixth year of King George the Fourth named, of the one part, and the said Henry Frederick Thistlethwayte of the other part, the said Thomas Clare and James Platt did assign unto the said Henry Frederick Thistlethwayte, his executors, administrators, and assigns, all the leasehold messuages or tenements, pieces or parcels of land, hereditaments, and premises, and parts and shares of leasehold messuages or tenements, pieces or parcels of land, hereditaments, and premises, situate in or near the said parish of Paddington in the county of Middlesex, which in and by the indenture of the 2nd day of September 1812, recited in the said Act of the sixth year of King George the Fourth, were settled by Mary Acome, in the said Act mentioned or expressed and intended so to be, with their appurtenances, to hold the same unto the said Henry Frederick Thistlethwayte, his executors, administrators, and assigns, thenceforth for all the term and terms of years for which the said premises were then holden, and for all such renewable term or terms, estate, and interest as the said Thomas Clare and James Platt, as such trustees as in the said Act is mentioned, or either of them, then had or were entitled to therein, subject to the payment of such yearly rents and to the performance of such covenants on the lessees part, and to such incumbrances (if any) as then affected the same :

Mortgages by H. F. Thistlethwayte (since paid off).

The said Henry Frederick Thistlethwayte created divers charges affecting his equitable interest in the said estate at Paddington, all of which charges were paid off and discharged prior to the date of the indenture next herein-after recited :

Indenture, dated 25th March 1848. Sale and assignment of three 72nd shares to William Kinnaird Jenkins.

By an indenture, dated the 25th day of March 1848, and made or expressed to be made between the said Henry Frederick Thistlethwayte of the one part, and William Kinnaird Jenkins of Avenue Road, Regent's Park, in the said county of Middlesex, Esquire, of the other part, after reciting that the said Henry Frederick Thistlethwayte was beneficially entitled to five equal undivided 72nd parts or shares (the whole into seventy-two equal parts or shares being divided or considered as divided) of and in all and singular the messuages or tenements, lands, hereditaments, and premises

comprised in and demised by the said recited lease of the 2nd day of June 1845 (except the two pieces or parcels of land and hereditaments conveyed to the guardians of the poor of the parish of Paddington as aforesaid), and of and in all and singular the lands, hereditaments, and premises comprised in the herein-before recited indenture of the 15th day of February 1848, for the residue then to come of the term of 99 years granted or created by the said lease of the 2nd day of June 1845, and the said indenture of the 15th day of February 1848, and also of all the terms of years which in pursuance of the provisions of the said lease of the 2nd day of June 1845, or in the several therein-before mentioned Acts of Parliament, or any of them, should from time to time be granted by way of perpetual renewal as aforesaid, it is witnessed, that in consideration of the sum of 35,700*l.* by the said William Kinnaird Jenkins to the said Henry Frederick Thistlethwayte paid, the said Henry Frederick Thistlethwayte did assign unto the said William Kinnaird Jenkins, his executors, administrators, and assigns, three equal undivided 72nd parts or shares (the whole into seventy-two equal parts or shares being divided or considered as divided) of and in all and singular the said messuages or tenements, lands, hereditaments, and premises comprised in and demised by the herein-before recited lease of the 2nd day of June 1845 (except the said two pieces or parcels of land and hereditaments conveyed to the guardians of the poor of the parish of Paddington as aforesaid), and also of and in all and singular the lands, hereditaments, and premises comprised in and conveyed or otherwise assured by the herein-before recited indenture of the 15th day of February 1848, and of and in all moneys which had arisen from the sale of any part of the said hereditaments and premises comprised in and demised by the said lease of the 2nd day of June 1845, and not then laid out and invested in the purchase of land, and of and in all other moneys (if any) which were then subject in equity to the trusts upon which the hereditaments comprised in the said lease were or ought to be held, and of and in the appurtenances thereof, to hold the same unto the said William Kinnaird Jenkins, his executors, administrators, and assigns, for the residue then to come of the said term of 99 years granted by the said lease of the 2nd day of June 1845 and the said indenture of the 15th day of February 1848 respectively, and for all the terms and term of years which in pursuance of the provisions in the said lease of the 2nd day of June 1845, or in the several therein-before mentioned Acts of Parliament, or any of them, or any other Act or Acts of Parliament contained, or otherwise, should from time to time be granted by way of perpetual renewal as aforesaid, and for all other the estate, term, and interest

A.D. 1871.

—  
 Indenture,  
 dated 25th  
 March 1848.  
 Sale and  
 assignment  
 of one 72nd  
 part to trust-  
 ees of Mrs.  
 Laycock's  
 marriage  
 settlement.

of him the said Henry Frederick Thistlethwayte in the same three undivided 72nd parts or shares, hereditaments, and premises :

By an indenture, dated the same 25th day of March 1848, and made or expressed to be made between the said Henry Frederick Thistlethwayte of the first part, the said William Kinnaird Jenkins of the second part, Henry Stainton Laycock, therein described as of Queen Anne Street, Cavendish Square, in the said county of Middlesex, Esquire, and Henrietta Carolina his wife, of the third part, and Charles Robson Laycock (since deceased) and Robert Charles Jenkins, therein described as of Turnham Green in the said county of Middlesex, of the fourth part, in consideration of the sum of 11,900*l.* paid by the said William Kinnaird Jenkins to the said Henry Frederick Thistlethwayte, the said Henry Frederick Thistlethwayte (at the request and by the direction of the said William Kinnaird Jenkins) did assign, and the said William Kinnaird Jenkins did assign and confirm, unto the said Charles Robson Laycock and Robert Charles Jenkins, their executors, administrators, and assigns, one equal undivided 72nd part or share (the whole into 72 equal parts or shares being divided or considered as divided) of and in all and singular the said messuages or tenements, lands, hereditaments, and premises comprised in and demised by the said lease of the 2nd day of June 1845, (except the said two pieces or parcels of land and hereditaments conveyed to the guardians of the poor of the parish of Paddington as aforesaid,) and also of and in all and singular the lands, hereditaments, and premises comprised in and conveyed or otherwise assured by the herein-before recited indenture of the 15th day of February 1848, and of and in all moneys which had arisen from the sale of any part of the said hereditaments and premises comprised in and demised by the said lease of the 2nd day of June 1845, and not then laid out and invested in the purchase of land, and of and in all other moneys (if any) which were then subject in equity to the trusts upon which the hereditaments comprised in the said lease were or ought to be held, and of and in the appurtenances thereof, to hold the same unto the said Charles Robson Laycock and Robert Charles Jenkins for the residue of the aforesaid term of 99 years, and for all the terms which should be granted by way of renewal as aforesaid, and for all other the interest of the said Henry Frederick Thistlethwayte in the same undivided 72nd part or share, upon trust to pay the rents and profits thereof to the said William Kinnaird Jenkins for his life; with remainder upon such trusts and for such purposes as the said Henry Stainton Laycock and Henrietta Carolina his wife should appoint; with remainder upon trust to pay the rents and profits thereof to the said Henry Stainton



Laycock for life; with remainder upon trust for such persons and purposes as the said Henrietta Carolina Laycock should, whether covert or sole, appoint; with remainder upon trust for the said Henrietta Carolina Laycock, her executors, administrators, and assigns, absolutely, for her and their own use and benefit, which share is herein-after called the said Henry Stainton Laycock's 72nd share : A.D. 1871.

By an indenture of mortgage, dated the 27th day of March 1848, and made or expressed to be made between the said William Kinnaird Jenkins of the first part, the said Robert Charles Jenkins of the second part, the said George Thomas Jenkins of No. 5, Stone Buildings, Lincoln's Inn, in the said county of Middlesex, Esquire, of the third part, and George Charles Wiltshire of River Street, Pentonville, in the county of Middlesex, Esquire, of the fourth part, after reciting that under an arrangement entered into between the said William Kinnaird Jenkins, Robert Charles Jenkins, and George Thomas Jenkins, the said William Kinnaird Jenkins was beneficially entitled to an estate for his life only in the said three undivided parts or shares, hereditaments, and premises assigned to him by the first herein-before recited indenture of the 25th day of March 1848, and that, subject to the life interest of the said William Kinnaird Jenkins therein, the said Robert Charles Jenkins and George Thomas Jenkins were beneficially entitled in equal shares as tenants in common to the same three undivided parts or shares, hereditaments, and premises, it is witnessed, that, in consideration of the sum of 3,000*l.* paid to the said William Kinnaird Jenkins, Robert Charles Jenkins, and George Thomas Jenkins by the said George Charles Wiltshire, he, the said William Kinnaird Jenkins, did assign, and the said Robert Charles Jenkins and George Thomas Jenkins, according to their respective estates and interests, did assign and confirm, unto the said George Charles Wiltshire, his executors, administrators, and assigns, one of the said three undivided 72nd parts or shares assigned to the said William Kinnaird Jenkins, his executors, administrators, and assigns, by the said first herein-before recited indenture of the 25th day of March 1848, to hold the same unto the said George Charles Wiltshire, his executors, administrators, and assigns, for the residue of the terms of 99 years respectively granted by the said lease of the 2nd day of June 1845 and the said indenture of the 15th day of February 1848, and for all other terms which should be granted by way of renewal as aforesaid, subject to a proviso for the redemption of the same share in the said indenture now in recital contained, on payment to the said George Charles Wiltshire of the said sum of 3,000*l.* and interest :

27th March  
1848.  
Mortgage  
since paid.

A.D. 1871.

27th March  
1848.

Mortgage  
since paid  
off.

By an indenture of mortgage, dated the same 27th day of March 1848, and made between the said William Kinnaird Jenkins of the first part, the said Robert Charles Jenkins of the second part, the said George Thomas Jenkins of the third part, and Mary Viner and Deborah Viner, spinsters, of the fourth part, the said William Kinnaird Jenkins, Robert Charles Jenkins, and George Thomas Jenkins mortgaged the said last-mentioned 72nd share to said Mary Viner and Deborah Viner, for securing the sum of 2,500*l.* and interest :

27th March  
1848.

Mortgage  
since paid  
off.

By an indenture, also dated the 27th day of March 1848, and made between the said William Kinnaird Jenkins of the first part, the said Robert Charles Jenkins of the second part, the said George Thomas Jenkins of the third part, and the said Henry Frederick Thistlethwayte of the fourth part, the said William Kinnaird Jenkins, Robert Charles Jenkins, and George Thomas Jenkins mortgaged the other two of the three equal undivided 72nd parts or shares assigned by the said first-recited indenture of the 25th day of March 1848, with other hereditaments, to the said Henry Frederick Thistlethwayte, for securing to him the payment of 25,000*l.* and interest :

13th April  
1848.

Mortgage  
since paid  
off.

By an indenture, dated the 13th day of April 1848, and made between the said Henry Frederick Thistlethwayte of the one part, and Benedict John Angell Angell, Esquire, of the other part, the said Henry Frederick Thistlethwayte mortgaged one other 72nd share, belonging to him, in the said Paddington Estate (being the remaining share assigned to him as aforesaid which had not been previously sold as herein-before is mentioned) to the said Benedict John Angell Angell, for securing 3,000*l.* and interest :

Indenture,  
dated 14th  
April 1848.  
Mortgage  
since paid  
off.

By an indenture, dated the 14th day of April 1848, and made between the said Henry Frederick Thistlethwayte of the one part, and the said George Charles Wiltshire and Thomas Porrett Hayes of the other part, the said Henry Frederick Thistlethwayte further mortgaged the same share to the said George Charles Wiltshire and Thomas Porrett Hayes, for securing 2,000*l.* and interest :

Indenture,  
dated 25th  
March 1850.  
Sale to Sir  
W. C. Mors-  
head of one  
72nd part.

By an indenture, dated the 25th day of March 1850, and made between the said William Kinnaird Jenkins of the first part, the said Robert Charles Jenkins and George Thomas Jenkins of the second part, the said George Charles Wiltshire of the third part, the said Mary Viner and Deborah Viner of the fourth part, and the said Sir Warwick Charles Morshead of the fifth part, in consideration of the sum of 12,000*l.* paid by the said Sir Warwick Charles Morshead, as therein mentioned, one equal undivided 72nd part or share (being the one equal undivided 72nd part or share which was comprised in and assigned by the said first and secondly herein-

before recited indentures of the 27th day of March 1848) of and in the said Paddington Estate was assigned (discharged from the said mortgages) unto the said Sir Warwick Charles Morshead, his executors, administrators, and assigns, for the residues of the terms therein, and for all other terms which might be granted by way of renewal as aforesaid, which share is herein-after called the said Sir Warwick Charles Morshead's 72nd share :

A.D. 1871.

By an indenture, dated the 25th day of March 1850, and made or expressed to be made between the said Henry Frederick Thistlethwayte of the first part, the said William Kinnaird Jenkins of the second part, the said George Thomas Jenkins of the third part, the said Robert Charles Jenkins of the fourth part, Mary Franklyn Jenkins, the wife of the said Robert Charles Jenkins, of the fifth part, and Henry Sich, Esquire, and William Cochrane, Esquire, of the sixth part, one equal undivided 72nd part or share (the whole in 72 equal parts or shares being divided or considered as divided) of and in the said Paddington Estate, as before described, which said one equal undivided 72nd part or share was one of the two equal undivided 72nd parts or shares which by the said lastly-recited deed of the 27th day of March 1848 were assigned to the said Henry Frederick Thistlethwayte, as herein-before is mentioned, was assigned (subject to a proportionate part of the rents reserved by the said lease of 2nd day of June 1845, but discharged from all principal money and interest secured by the said lastly-recited indenture of the 27th day of March 1848,) unto the said Henry Sich and William Cochrane, their executors, administrators, and assigns, for the residue of the term then to come therein, and for all renewable terms, in trust for the said William Kinnaird Jenkins for his life; with remainder, in trust for the said Robert Charles Jenkins for his life; with remainder, in trust for the said Mary Franklyn Jenkins for her life; with remainder, in trust for the said Robert Charles Jenkins, his executors, administrators, and assigns; which share is herein-after called the said Robert Charles Jenkins' 72nd share :

Indenture,  
dated 25th  
March 1850.  
Settlement  
of one 72nd  
share on  
R. C. Jen-  
kins and wife.

By an indenture, also dated the 25th day of March 1850, and made or expressed to be made between the said Henry Frederick Thistlethwayte of the first part, the said William Kinnaird Jenkins of the second part, the said Robert Charles Jenkins of the third part, the said George Thomas Jenkins of the fourth part, and the said Thomas William Budd of the fifth part, one equal undivided 72nd part or share of the said estate, as before described, which said one equal undivided 72nd share was one of the two equal undivided 72nd shares assigned by the said lastly-recited indenture of the 27th day of March 1848, was assigned (subject to a propor-

Indenture,  
dated 25th  
March 1850.  
Settlement  
of another  
72nd share  
on G. T.  
Jenkins.

A.D. 1871. tionate part of the rents reserved by the said lease of the 2nd of June 1845, but discharged from all principal money and interest secured by the said lastly-recited indenture of the 27th day of March 1848,) unto the said Thomas William Budd, his executors, administrators, and assigns, for the residues of the said term then to come, and for all renewable terms, in trust for the said William Kinnaird Jenkins and his assigns for his life, and subject thereto in trust for the said George Thomas Jenkins, his executors, administrators, and assigns, absolutely, which share is herein-after called the said George Thomas Jenkins' 72nd share :

Indenture, dated 23rd April 1850. Sale of one 72nd share to E. Henry Dickinson.

By an indenture, dated the 23rd day of April 1850, and made or expressed to be made between the said Henry Frederick Thistlethwayte of the first part, the said Benedict John Angell Angell of the second part, the said George Charles Wiltshire and Thomas Porrett Hayes of the third part, and Edmund Henry Dickinson of Mount Street, Grosvenor Square, in the said county of Middlesex, Esquire, of the fourth part, in consideration of the sum of 12,000*l.* paid by the said Edmund Henry Dickinson as therein mentioned, one equal undivided 72nd part or share (being the one equal undivided 72nd part or share which was comprised in and assigned by the said indentures of the 13th and 14th days of April 1848) of and in the said estate at Paddington was assigned unto the said Edmund Henry Dickinson, his executors, administrators, and assigns, discharged from all principal money and interest secured by the same two indentures, but subject to a proportionate part of the rents reserved by the said lease of the second day of June 1845, for all the residues of the terms aforesaid then to come in the said estate, and for all renewable terms, which share is herein-after called the said Edmund Henry Dickinson's 72nd share :

Indenture, dated 15th May 1850. Mortgage of H. S. Laycock's 72nd share for 2,000*l.*

By an indenture of mortgage, dated the 15th day of May 1850, and made between the said Henry Stainton Laycock and Henrietta Carolina his wife of the one part, and the said Mary Viner and Deborah Viner of the other part, in consideration of the sum of 2,000*l.* by the said Mary Viner and Deborah Viner to the said Henry Stainton Laycock and Henrietta Carolina his wife paid, the said Henry Stainton Laycock and Henrietta Carolina his wife, in exercise of the power reserved to them by the said secondly-recited indenture of the 25th day of March 1848, did jointly direct and appoint that the said Charles Robson Laycock and Robert Charles Jenkins, and the survivor of them, and the executors, administrators, and assigns of such survivor, should, from and after the decease of the said William Kinnaird Jenkins, stand possessed of and interested in the said Henry Stainton Laycock's 72nd share, in trust for the said Mary Viner and Deborah Viner, their executors, administrators,

and assigns, for all the residues which, after the death of the said William Kinnaird Jenkins, should be to come of the aforesaid terms therein; and in the said indenture now in recital is contained a proviso for the redemption of the said share on payment by the said Henry Stainton Laycock and Henrietta Carolina his wife, or either of them, or the heirs, executors, or administrators of them or either of them, to the said Mary Viner and Deborah Viner, or their assigns, or the survivor of them, or the executors, administrators, or assigns of such survivor, at the time therein mentioned, of the sum of 2,000*l.*, with interest:

A.D. 1871.

The said William Kinnaird Jenkins departed this life on the 25th day of August 1850:

Death of  
W. K. Jen-  
kins.

By an indenture, dated the 31st day of December 1850, and made between the said Thomas William Budd of the first part, the said George Thomas Jenkins of the second part, the Rev. Charles Campbell of Weasenham Saint Peter in the county of Norfolk, Clerk, and Mary Elizabeth Campbell, of the same place, spinster, daughter of the said Charles Campbell, of the third part, the Rev. Straton Charles Campbell of Weasenham Saint Peter aforesaid, Clerk, and the said Robert Charles Jenkins, of the fourth part, being an indenture of settlement executed previously to and in contemplation of the marriage then intended and soon afterwards solemnized between the said George Thomas Jenkins and Mary Elizabeth Campbell, in consideration of the said marriage the said Thomas William Budd, at the request and by the direction of the said George Thomas Jenkins, did assign, and the said George Thomas Jenkins did assign and confirm, unto the said Straton Charles Campbell and Robert Charles Jenkins, their executors, administrators, and assigns, the said George Thomas Jenkins' 72nd share, to hold the same unto the said Straton Charles Campbell and Robert Charles Jenkins, their executors, administrators, and assigns, for all the residues of the aforesaid terms therein and all renewable terms, upon trust to sell the same as therein mentioned, and to stand possessed of the net produce (after payment of the expenses of the sale) upon the trusts declared by an indenture of even date therein referred to, being the indenture next herein-after recited:

Indenture,  
dated 31st  
Dec. 1850.  
Settlements  
on the mar-  
riage of  
George Tho-  
mas Jenkins.

By an indenture, also dated the 31st day of December 1850, and made or expressed to be made between the said George Thomas Jenkins of the first part, the said Charles Campbell and Mary Elizabeth Campbell of the second part, and the said Straton Charles Campbell and Robert Charles Jenkins of the third part, it is declared, that after the solemnization of the said marriage the said Straton Charles Campbell and Robert Charles Jenkins, their executors, administrators, and assigns, should stand and be pos-

Indenture,  
also dated  
31st Dec.  
1850.

A.D. 1871.   
 — sessed of the moneys to arise from the sale of the said share, upon trust to lay out and invest the same as therein mentioned, and to vary the securities for the same as therein mentioned, and upon trust during the life of the said George Thomas Jenkins to pay the dividends, interest, and income of the said trust fund to him or his assigns, and after his decease to pay the same to the said Mary Elizabeth Campbell for her life, and after the decease of the survivor of them to stand possessed of the said trust fund upon trust for all or any one or more of the children of the said George Thomas Jenkins and Mary Elizabeth Campbell, or of the issue of any such child or children born during the lives of the said George Thomas Jenkins and Mary Elizabeth Campbell, or the life of the survivor of them, or upon trust for and for the benefit of all or any one or more exclusively of the other or others of such child or children, and of all and every or any one or more exclusively of the other or others of the issue born as aforesaid of any such child or children as the said George Thomas Jenkins and Mary Elizabeth Campbell or the survivor of them should in the manner therein mentioned appoint, and in default of such appointment upon trust for all the children of the marriage who, being sons, should attain the age of 21 years, or, being daughters, should attain that age or be married, to be divided between them in equal shares, and if there should be no such child, then upon trust for the said George Thomas Jenkins, his executors, administrators, and assigns, absolutely :

Indenture  
 dated 22nd  
 Jan. 1852.  
 Mortgages  
 by Robert  
 Charles Jen-  
 kins.

By virtue of an indenture, dated the 22nd day of January 1852, (indorsed on the secondly herein-before stated indenture of the 25th day of March 1850,) made between the said Robert Charles Jenkins of the one part, and the said Sir Warwick Charles Morshead of the other part, an indenture, dated the 25th day of November 1853, also indorsed on the secondly herein-before stated indenture of the 25th day of March 1850, and made between the said Sir Warwick Charles Morshead of the first part, the said Robert Charles Jenkins and Mary Franklyn Jenkins his wife of the second part, the said George Thomas Jenkins of the third part, and the said William Cochrane of the fourth part, and acknowledged by the said Mary Franklyn Jenkins, pursuant to "The Fines and Recoveries Abolition Act," an indenture, dated the 3rd day of June 1854, and made between the said Robert Charles Jenkins of the one part, and the said George Charles Wiltshire of the other part, an indenture, dated the 1st day of March 1862, indorsed on the herein-before stated indenture of the 3rd day of June 1854, and made between the said George Charles Wiltshire of the first part, the said Robert Charles Jenkins of the second part, and Mary Finch of Dollys Hill, Willesden, in the county of Middlesex, widow, William Norris

Franklyn of Northlands, Warnham, in the county of Sussex, Esquire, and Henry Finch of the Middle Temple, London, Esquire, Barrister-at-Law, of the third part, an indenture, dated the 29th day of April 1865, and made between Robert Charles Jenkins of the one part, and the said Mary Finch, William Norris Franklyn, and Henry Finch of the other part, and an indenture, dated the 21st day of May 1869, and made between the said Robert Charles Jenkins of the first part, the said Mary Finch, William Norris Franklyn, and Henry Finch, of the second part, and the said George Thomas Jenkins, Alexander Scott, Esquire, and Thomas Hayward Budd, Esquire, of the third part, the said one 72nd part or share comprised in and assigned by the said indenture of the 3rd day of June 1854 is now vested in the said George Thomas Jenkins, Alexander Scott, and Thomas Hayward Budd, for securing the payment to them or the survivors or survivor of them, their or his assigns, or the executors or administrators of such survivor, or their assigns, of the sum of 9,500*l.*, and interest for the same, and subject thereto the said Robert Charles Jenkins is (under or by virtue of the said several indentures) absolutely entitled to the same share :

A.D. 1871.

The said Henrietta Carolina Laycock departed this life on the 1st day of September 1853, without having ever exercised, with the said Henry Stainton Laycock, in any manner, the said power of appointment reserved to them by the secondly herein-before recited indenture of the 25th day of March 1848, over or in respect of the said Henry Stainton Laycock's 72nd share, except the herein-before mentioned indenture of mortgage of the 15th day of May 1850, and without ever having exercised the said power of appointment reserved to her alone by the said secondly herein-before recited indenture of the 25th day of March 1848; and on the 12th day of May 1854 letters of administration to the goods, rights, and credits of the said Henrietta Carolina Laycock were granted to the said Henry Stainton Laycock by the Prerogative Court of Canterbury; and by an indenture dated 22nd day of November 1866, indorsed on the said mortgage of the 15th day of May 1850, made between the said Mary Viner (who had survived the said Deborah Viner) of the one part, and the said Henry Stainton Laycock of the other part, in consideration of 2,000*l.* paid by the said Henry Stainton Laycock to the said Mary Viner, the said Henry Stainton Laycock's 72nd share was assigned by the said Mary Viner unto the said Henry Stainton Laycock, his executors, administrators, and assigns, discharged from the said mortgage :

Death of Mrs. Laycock.

Administration to her effects, and payment off of mortgage.

By an indenture, dated the 18th day of February 1870, indorsed upon the said mortgage of the 15th day of May 1850, and made between the said Henry Stainton Laycock of the one part, and William Laycock of Huddersfield, in the county of York, Solicitor,

Indenture, dated 18th Feb. 1870. Settlement of H. S. Laycock's share

A.D. 1871.  
 —  
 on marriage  
 of his  
 daughter.

and James Abbott of the Rev. Mr. Brackenbury's, Wimbledon, Surrey, of the other part, after reciting that a marriage was intended to be solemnized between William Henry Poyntz, a Captain in the Royal Marines, then stationed at Chatham, Kent, and Henrietta Emily Stainton Laycock, the only child of the said Henry Stainton Laycock, and an infant under the age of twenty-one years, having been born on the 7th day of July 1849, the said Henry Stainton Laycock's said 72nd share was assigned by the said Henry Stainton Laycock to the said William Laycock and James Abbott, their executors, administrators, and assigns, in trust for the said Henry Stainton Laycock, his executors, administrators, and assigns, until the said intended marriage, and after the solemnization thereof upon trust to sell the same, at the request in writing of the said Henry Stainton Laycock during his life, and after his decease at the discretion of the trustees, and to stand possessed of the proceeds of such sale upon the trusts declared thereof by an indenture bearing even date therewith, and made between the said Henry Stainton Laycock of the one part, and the said William Laycock and James Abbott of the other part, by which last-mentioned indenture it was declared that the said trustees should invest the said proceeds (with the consent of the said Henry Stainton Laycock during his life) in the stocks, funds, and securities therein mentioned, and should stand possessed thereof upon trust to pay the annual produce thereof to the said Henry Stainton Laycock during his life, and after his decease to the said Henrietta Emily Stainton Laycock for her separate use for her life, and after the decease of both of them to pay the same, so long as there should be issue living of the said Henrietta Emily Stainton Laycock, to her surviving husband (if any), being the father or paternal ancestor of such issue, for his life, and subject thereto upon trust for the children or other issue of the said Henrietta Emily Stainton Laycock, to be born during her life or within twenty-one years after her death, as she should by deed or will appoint, and subject thereto upon trust for all her children who should attain the age of twenty-one years or die under that age leaving issue, and subject thereto in trust for the said Henry Stainton Laycock, his executors, administrators, and assigns:

Indenture,  
 dated 3rd  
 June 1854.  
 Settlements  
 on marriage  
 of Sir W. C.  
 Morshead.

By an indenture, dated the 3rd day of June 1854, and made between the said Sir Warwick Charles Morshead of the first part, Selina Harcourt of Bolton Percy in the county of York, spinster, one of the daughters of the Reverend William Venables Vernon Harcourt, of the same place, of the second part, and the Reverend Henry John Morshead, in the said indenture described as the Reverend Henry Morshead of Kelly in the county of Devon, and William Vernon Harcourt of Serjeant's Inn, Fleet Street, London, Esquire, of the third part, being an indenture of settlement ex-



A.D. 1871.

executed previously to and in contemplation of the marriage then intended and soon afterwards solemnized between the said Sir Warwick Charles Morshead and Selina Harcourt, in consideration of the said marriage, the said Sir Warwick Charles Morshead, with the privity and approbation of the said Selina Harcourt, did assign unto the said Henry John Morshead and William Vernon Harcourt, their executors, administrators, and assigns, the said Sir Warwick Charles Morshead's 72nd share, to hold the same unto the said Henry John Morshead and William Vernon Harcourt, their executors, administrators, and assigns, for all the residues of the aforesaid terms therein, and all renewable terms, upon trust to sell the same as therein mentioned, and to stand possessed of the produce upon the trusts declared by an indenture of even date, and made between the same persons as were parties to the said indenture now in recital, meaning thereby the indenture next hereinafter recited :

By an indenture, also dated the 3rd day of June 1854, and made between the said Sir Warwick Charles Morshead of the first part, the said William Venables Vernon Harcourt of the second part, the said Selina Harcourt, then a minor of the age of nineteen years or thereabouts, of the third part, and the said Henry John Morshead (in the deed called Henry Morshead) and the said William Vernon Harcourt of the fourth part, reciting, amongst other things, the then intended marriage of the said Sir Warwick Charles Morshead and Selina Harcourt, and that the said Sir Warwick Charles Morshead was absolutely entitled (amongst other things) to one 72nd part of the Paddington Estate, and after reciting the hereinafter recited indenture of assignment of even date, it is witnessed, and it was thereby declared, that after the solemnization of the said marriage the said Henry John Morshead and William Vernon Harcourt should stand possessed of the moneys to arise from the sale of the said undivided share and premises assigned to them by the said deed of even date, upon trust, in the first place, to pay all the costs of and attending such sale and of carrying the trusts into execution, and subject thereto to invest the produce thereof upon Government or real securities, or in guaranteed or preference stock of any of the railway companies therein mentioned, and to alter and vary securities as therein mentioned, and to stand possessed thereof, and of the interest, dividends, and annual produce thereof, upon trust during the joint lives of the said Sir Warwick Charles Morshead and Selina Harcourt, out of the said interest, dividends, and annual produce, to pay to the said Selina Harcourt an annuity of 60% per annum for her separate use, and upon trust to pay the residue of such interest, dividends, and annual produce to the said Sir

Indenture,  
also dated  
3rd June  
1854.

A.D. 1871.

Warwick Charles Morshead for his life, and after his decease to pay the said interest, dividends, and annual produce to the said Selina Harcourt for her life, and subject thereto to stand possessed of the same trust premises upon trust for all or such one or more exclusively of the others or other of the children or child, grandchildren or grandchild, or other issue of the said Sir Warwick Charles Morshead by the said Selina Harcourt (such issue being born before any such appointment as therein-after is mentioned), and in such shares as the said Sir Warwick Charles Morshead and Selina Harcourt, or the survivor of them, should by deed or will appoint, and in default thereof in trust for all the children of the marriage in equal shares, with benefit of survivorship in case any of them being sons should die under the age of twenty-one years, or being daughters should die under that age and without having been married, and if there should be no child who should live to attain an indefeasible interest in the said trust funds, then after the decease of the survivor of them the said Sir Warwick Charles Morshead and Selina Harcourt, it was thereby declared that the same should be in trust for the said Sir Warwick Charles Morshead, his executors, administrators, and assigns, absolutely :

Indenture,  
dated 13th  
May 1861.  
Settlement  
of Edmund  
Henry Dick-  
inson's 72nd  
share.

By an indenture, dated the 13th day of May 1861, and made between the said Edmund Henry Dickinson of the first part, the Honourable Emily Dulcibella Eden, spinster, (a daughter of the Right Honourable and Right Reverend Father in God Robert John then Lord Auckland, Bishop of Bath and Wells, since deceased,) of the second part, the said Robert John Auckland, Lord Bishop of Bath and Wells, of the third part, and the Honourable William George Eden (now the Right Honourable William George Lord Auckland), Abel Smith, Esquire, and Samuel George Smith, Esquire, of the fourth part, being an indenture of settlement executed previously to and in contemplation of the marriage then intended and soon afterwards solemnized between the said Edmund Henry Dickinson and Emily Dulcibella Eden, in consideration of the said marriage, the said Edmund Henry Dickinson did assign unto the said William George Eden, Abel Smith, and Samuel George Smith, their executors, administrators, and assigns, the said Edmund Henry Dickinson's 72nd share, to hold the same unto the said William George Eden, Abel Smith, and Samuel George Smith, their executors, administrators, and assigns, for all the residue of the aforesaid terms therein, and all renewable terms, upon trust after the solemnization of the said intended marriage to pay the annual produce thereof unto the said Emily Dulcibella Eden during her life, for her sole and separate use, and after her decease, in case the said Edmund Henry Dickinson should survive her, upon trust

to pay the annual produce thereof unto the said Edmund Henry Dickinson and his assigns during his life; and it is thereby declared that after the decease of the survivor of the said Edmund Henry Dickinson and Emily Dulcibella Eden the same hereditaments and premises, and the annual produce thereof, should be held upon trust for all and every or such one or more exclusively of the others or other of the children, grandchildren, or other issue of the said intended marriage, such grandchildren or other issue to be born in the lifetime of the said Edmund Henry Dickinson and Emily Dulcibella Eden, as the said Edmund Henry Dickinson and Emily Dulcibella Eden should by deed jointly appoint, and in default of such joint appointment then as the survivor of them should by deed or will appoint; and it is thereby declared that in default of any such appointment the same hereditaments and premises should be held upon trust for the child (if only one) or for both or all the children (if more than one) of the said intended marriage, who being a son or sons should live to attain the age of twenty-one years, or should die under that age leaving issue living at the time of his or her death or respective deaths, and who being a daughter or daughters should live to attain the said age or should marry under that age, with the concurrence or consent of her guardian or guardians, and if more than one in equal shares, and in case there should not be any child of the said intended marriage, or being such in case no child, grandchild, or other issue should attain a vested interest in the trust premises, then that the said 72nd part or share should remain and be upon trust for the said Edmund Henry Dickinson, his executors, administrators, and assigns, and in the said settlement is contained a power for the trustees or trustee thereof to sell the said part or share, and to invest the proceeds of such share as therein mentioned, but during the joint lives of the said Edmund Henry Dickinson and Emily Dulcibella Eden, and the survivor of them, with their, his, or her previous consent in writing:

*As to the Part or Share vested at the time of the passing of the said Act of the sixth year of King George the Fourth in the said*  
 ELIZABETH HUGHS:

The said Elizabeth Hughs duly executed her last will and testament, dated the 10th day of January 1848, and thereby, after giving certain pecuniary legacies, gave all the rest and residue of her estate to her daughter Elizabeth Barnes, wife of Keith Barnes, Esquire, (who afterwards died in the lifetime of the said Elizabeth Barnes,) for her sole and separate use independent of any future husband, and she appointed the said Keith Barnes executor thereof, and departed this life on the 5th day of March 1854, without

Will of Elizabeth Hughs, and devolution of share purchased by her, dated 10th Jan. 1848.

A.D. 1871. — having altered or revoked her said will, which on the 27th day of March 1854 was proved by the said Keith Barnes in the Prerogative Court of Canterbury, but this share was originally purchased by the said Elizabeth Hughs, who became the sole surviving trustee and executrix of the will of her deceased husband, Henry Hughs, out of moneys constituting part of his personal estate, and by virtue of his will, dated the 24th day of January 1810, and proved in the Prerogative Court of the Archbishop of Canterbury on the 17th day of October 1810, the beneficial interest in the same share became vested in equal shares as tenants in common in the three daughters of the said Henry Hughs; namely, the said Elizabeth the wife of the said Keith Barnes, Ann Hughs, afterwards Ann the wife of the Reverend Peter Still, and since deceased, and Mary Hughs:

6th August  
1834.  
Will of Mary  
Hughs.

The beneficial interest in the one third share of the said Mary Hughs became by virtue of a settlement, dated the 29th day of August 1831, and the will of the said Mary Hughs, dated the 6th day of August 1834, and by reason of her death, which happened on the 4th day of June 1837, subject to be equally divided (upon the decease of the said Elizabeth Hughs) between the testatrix's two sisters, the said Elizabeth Barnes and Ann Still, and at their death to be equally divided between their children, but in the event of either of them dying without children the property was directed by the said will to go to the said testatrix's surviving sister, and her children after her:

Settlement of  
Mrs. Barnes'  
share, dated  
29th Aug.  
1831.

The beneficial interest in the one third share of Elizabeth Barnes is now, by virtue of her marriage settlement, being the said settlement of the 29th day of August 1831, and of an indenture bearing even date therewith, and by reason of her decease (which happened on the 5th day of May 1869), vested in her four children, Keith Henry Barnes, Albert William Still Barnes, Janet Keith Barnes, and Mary Constance Barnes, absolutely, in equal shares, as tenants in common, who, under the said settlement of the 29th day of August 1831, and will of the said Mary Hughs, are also entitled to participate in the third share late of the said Mary Hughs:

Settlement of  
Mrs. Still's  
share, dated  
20th Aug.  
1827.

The beneficial interest in the one third share of the said Ann Hughs, afterwards Ann Still, became by virtue of her marriage settlement, dated the 20th day of August 1827, and by reason of the decease of her husband and herself (which respective deceases happened in the year 1844), vested in Henry Hughs Still, since deceased, Thomas Walter Still, since deceased, and James Charles Still, (children of the said Peter Still and Ann his wife,) in equal shares, who also, under the said settlement of the 29th day of August 1831, and will of the said Mary Hughs, became entitled to participate in the said third share of the said Mary Hughs:

By virtue of a settlement, dated the 18th day of January 1858, and made between the said Henry Hughs Still of the first part, Agnes Frances Marten, then Agnes Frances Mount, spinster, of the second part, and William Adair Bruce, Keith Henry Barnes, the Reverend Charles Bridges Mount, and the Reverend Solomon Cæsar Malan of the third part, the said Henry Hughs Still's shares are now vested in William Adair Bruce, the said Keith Henry Barnes, Charles Bridges Mount, and Solomon Cæsar Malan, as the trustees of the same settlement, upon trusts for the sale thereof; and by virtue of an indenture, bearing even date with the same settlement, and made between the said Henry Hughs Still of the first part, Emelia Mount of the second part, the said Agnes Frances Marten of the third part, and the said William Adair Bruce, Keith Henry Barnes, Charles Bridges Mount, and Solomon Cæsar Malan of the fourth part, the proceeds of such sale are directed to be invested, and the investments made therewith are subject to be held in trust for Agnes Frances Marten, now the wife of Francis Marten, (late the widow of the said Henry Hughs Still,) for her life, and subject thereto in trust for the children and grandchildren of the said Henry Hughs Still by the said Agnes Frances, late his wife, (who had issue one child only, namely, Selina Agnes Still,) as the said Agnes Frances Marten shall by deed or will appoint, and subject thereto in trust for such one or more of their children as being a son or sons shall live to attain the age of twenty-one years, or shall die under that age, leaving lawful issue of his or their body or respective bodies living at his or their decease, or as being a daughter or daughters shall live to attain that age or marry, in equal shares, and subject thereto in trust for the executors, administrators, and assigns of the said Henry Hughs Still who died intestate, and to whose estate and effects letters of administration were taken out by his widow, the said Agnes Frances Marten, on the 7th day of March 1860:

A.D. 1871.  
 ———  
 Settlement of Henry Hughs Still's shares under his mother's settlement, dated 18th Jan. 1858, and will of Mary Hughs.

By virtue of a post-nuptial settlement, dated the 2nd day of May 1861, and made between the said Thomas Walter Still of the first part, Catherine Louisa his wife of the second part, and Robert Still, Keith Henry Barnes, and Albert William Still Barnes of the third part, the shares of the said Thomas Walter Still became vested in Robert Still, Keith Henry Barnes, and Albert William Still Barnes, as the trustees thereof, upon trusts for sale; and by an indenture, bearing even date with the same settlement, and made between the same persons respectively as are parties thereto, the proceeds of such sale are directed to be invested, and the investments made therewith are now subject to be held upon trusts, as to a moiety, for Catherine Louisa Woods, late Catherine Louisa Still, late the widow

Settlement of Thomas Walter Still's share, dated 2nd May 1861.

A.D. 1871.

of the said Thomas Walter Still, and now the wife of James Andrews Woods, for her life, and, subject thereto, as to the entirety in trust for Louisa Centurion Still and Walter Thomas Still, the two surviving children of the said Thomas Walter Still and Catherine Louisa his wife, and the issue born during the life of the said Catherine Louisa Woods, or within twenty-one years after her decease, of the said Louisa Centurion Still and Walter Thomas Still, in such shares as the said Catherine Louisa Woods shall by deed or will or codicil appoint, and subject thereto in trust for the said Louisa Centurion Still and Walter Thomas Still, if, as to the said Louisa Centurion Still, she shall attain the age of twenty-one years or marry, and if, as to the said Walter Thomas Still, he shall attain the said age of twenty-one years, and if the said Louisa Centurion Still shall attain that age or marry, and the said Walter Thomas Still shall also attain the said age of twenty-one years, then in trust for them equally, and subject thereto in trust for the executors, administrators, and assigns of the said Thomas Walter Still :

Death of  
T. W. Still  
in November  
1861.

The said Thomas Walter Still died in November 1861, having by his will, dated the 14th day of December 1859, appointed the said Keith Barnes, and his the said Thomas Walter Still's wife, the said Catherine Louisa Woods, executor and executrix thereof, and the same was duly proved in the principal registry of the Court of Probate, by the said Catherine Louisa Woods alone, on the 3rd day of June 1871 :

Settlement  
of James  
Charles  
Still's share,  
dated 27th  
Aug. 1860.

By virtue of a settlement, dated the 27th day of August 1860, and made between the said James Charles Still of the first part, Eliza Margaret Gundry, spinster, of the second part, and Benjamin Pearkes Gundry, Joseph Pearkes Fox Gundry, Frederic Robert Brande, and Keith Henry Barnes of the third part, made previous to the marriage of the said James Charles Still and Eliza Margaret his wife, the said James Charles Still's shares are now vested in Benjamin Pearkes Gundry, Joseph Pearkes Fox Gundry, Frederic Robert Brande, and the said Keith Henry Barnes, as trustees of the same settlement, upon trusts for the sale thereof, with the consent in writing of the said James Charles Still and Eliza Margaret his wife, or the survivor of them, and by virtue of an indenture bearing even date with the same settlement, and made between the said James Charles Still of the first part, the said Eliza Margaret Gundry of the second part, Joseph Gundry of the third part, and the said Benjamin Pearkes Gundry, Joseph Pearkes Fox Gundry, Frederic Robert Brande, and Keith Henry Barnes of the fourth part, the proceeds of such sale are directed to be invested, and the investments made therewith are subject to be held in trust to pay the annual produce thereof to the said James Charles Still during

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his life, and after his decease to the said Eliza Margaret his wife, during her life, and subject thereto in trust for the children of their said marriage, as they shall jointly by deed, or as the survivor shall by deed or will, appoint, and subject thereto in trust for such of the children or such other issue as therein mentioned of their said marriage as being a son or sons shall attain the age of twenty-one years, or being daughter or daughters shall attain that age or marry, and in default of such issue in trust for the said James Charles Still, his executors, administrators, and assigns:

And whereas the said Augustus Frederick Thistlethwayte has never had any issue, and the said Thomas Thistlethwayte (the son of the said testator Thomas Thistlethwayte) has had nine children only, namely, Emily Thistlethwayte, Elizabeth Selina Thistlethwayte, Alexander Edward Thistlethwayte, Catherine Thistlethwayte, Arthur Henry Thistlethwayte, Thomas George Thistlethwayte, Evelyn William Thistlethwayte, Robert Richard Thistlethwayte, and Charles Michael Thistlethwayte, of whom the said Elizabeth Selina Thistlethwayte died an infant, and the others are still infants, the said Alexander Edward, the eldest of such sons, being now of the age of seventeen years or thereabouts, and the said Selina Garnier, the wife of William Garnier, hath died without having had any issue, and the said Elizabeth Custance, late the wife and now the widow of Holman Custance, deceased, is still living, and hath not had any issue, and the said Dame Catherine Collier is the widow of Sir Francis Collier, deceased, and has had four children only, namely, three sons, one who attained the age of twenty-one years and died without issue, and two who died infants, and one daughter, and the said Matilda Orred is the widow of George Orred, deceased, and has had issue John Cavendish Orred, her eldest son, (who has attained the age of twenty-one years,) and four other children, now living:

State of the  
Thistle-  
thwayte  
family.

And whereas the said George Thomas Jenkins and Mary Elizabeth his wife have had issue five children, and no more, two, who died infants, and three, who are still living, and infants, namely, Florence Crichton Jenkins, Henry Campbell Jenkins, and Gwendoline Alice Jenkins:

State of G. T.  
Jenkins'  
family.

And whereas the said Sir Warwick Charles Morshead and Selina his wife have not had any issue:

State of Sir  
W. C. Mors-  
head's family.

And whereas the said Edmund Henry Dickinson and Emily Dulcibella his wife have had issue four children only, namely, Robert Edmund Dickinson, Philip Francis Dickinson, Violet Mary Dickinson, and Oswald Eden Dickinson, who are all infants:

State of E. H.  
Dickinson's  
family.

And whereas the said William Henry Poyntz and Henrietta Emily Stainton his wife have had issue one child only, namely, Mary Eliza Poyntz, who is still an infant:

State of  
Captain and  
Mrs. Poyntz's  
family.

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State of the  
Barnes  
family.

And whereas the said Keith Henry Barnes, Albert William Still Barnes, Janet Keith Barnes, and Mary Constance Barnes (the four children of the said Elizabeth Barnes, deceased,) have all attained the age of twenty-one years :

State of  
H. Hughs  
Still's family.

And whereas the said Selina Agnes Still (the only child of the said Henry Hughs Still) is an infant, of whom Henry Holland Burne of Bath in the county of Somerset was by an order of the High Court of Chancery, dated the 12th day of June 1871, appointed guardian :

State of Tho-  
mas Walter  
Still's family.

And whereas the said Louisa Centurion Still and Walter Thomas Still (the two surviving children of the said Thomas Walter Still and Catherine Louisa his wife) are both infants, of whom their mother, the said Catherine Louisa Woods, and the said Robert Still were, by an order of the High Court of Chancery, dated the 7th day of June 1871, appointed guardians :

State of  
James  
Charles  
Still's family.

And whereas the said James Charles Still and Eliza Margaret his wife have had issue one child only, namely, Charles John Gundry Still, who is an infant :

Name of  
curate of  
Paddington.

And whereas the Reverend James Moorhouse is the present curate of the parish of Paddington :

Names of  
churchward-  
ens.

And whereas Reuben Courtnell Greatorex and Charles Braid are the present churchwardens of the said parish :

Extent of  
Paddington  
Estate.

And whereas the said Paddington Estate now consists of the lands specified in the first schedule to the said Act of the 6th year of King George the Fourth, chapter 45, (except the small portions of the same lands which, as appears by the recitals herein-before contained, have been conveyed away for special purposes and by way of exchange,) and of the lands which, since the passing of the same Act, have been purchased from the said Robert Aldridge and Thomas Thistlethwayte the elder, and of the small pieces of land which have been awarded to the said bishop and trustees by way of exchange, under the said orders of exchange, as herein-before is mentioned and recited :

And whereas it is expedient to empower the trustees, with the consent and concurrence of the Ecclesiastical Commissioners, to accept surrenders of leases of parts of the said estate whereof not more than thirty years or thereabouts shall for the time being remain unexpired, and with the like consent and concurrence to grant new leases for any term not exceeding ninety-eight years, of the hereditaments whereof the leases shall be so surrendered, and with the like consent and concurrence to grant to the parties entitled to leases granted and to be hereafter granted of the said estate licenses to erect additional buildings, and to do other acts prohibited by their leases, and to grant waivers of past breaches of



covenant, and either with or without requiring an additional yearly rent to be paid in consideration of any such licenses or grants, and to authorise the dedication of roads to the use of the public : A.D. 1871.

And whereas it is expedient that powers should be given to the trustees, with the consent and concurrence of the Ecclesiastical Commissioners, for relieving the said estate from the payment of the said annual sum of 15*l.* made payable to the churchwardens of the said parish of Paddington as aforesaid, and for relieving the said churchwardens from the payment of the said annual sum of 12*l.* payable by them as herein-before is mentioned, and that powers should be given to the trustees, with the consent and concurrence of the Ecclesiastical Commissioners, for providing for the payment of the said pension or stipend of 200*l.* payable to the curate for the time being of the said parish of Paddington, by the purchase of stock of an adequate amount in the Three per Cent. Consolidated Bank Annuities, so as to discharge the said estate from the same pension or stipend :

And whereas it is expedient to make provision, subject to the consent of the Ecclesiastical Commissioners, for the application of the moneys which have been and shall be paid for the redemption of the tithe rentscharge comprised in the said existing lease of the said estate, and of the sums paid or to be paid for the purchase of any portions of the said estate which have been or may hereafter be sold and disposed of :

But inasmuch as the several purposes aforesaid cannot be accomplished without the authority of Parliament: Therefore Your Majesty's most dutiful and loyal subjects, Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst do most humbly beseech 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 :

1. In citing this Act for any purpose it shall be sufficient to use the expression "The Paddington Estate Act, 1871." Short title.

2. The following words and expressions in this Act shall have the several meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,) Interpretation of terms.

The expression "the commissioners" shall mean the Ecclesiastical Commissioners for England, their successors and assigns :

The expression "the trustees" shall mean the said Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst,

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or their assigns, or the survivors or survivor of them, or their or his assigns, or the executors or administrators of such survivor, or their assigns, or other the trustees or trustee for the time being of the said lease of the 2nd day of June 1845, or of any lease to be from time to time granted by way of renewal of the same lease :

The expression "the Paddington Estate" shall mean the messuages, lands, and hereditaments comprised in and expressed to be demised by the said indenture of lease of the 2nd day of June 1845 (except the said two plots of land appropriated as and for sites for a hospital and church, in pursuance of the said Act of the 7th and 8th years of Her present Majesty, chapter 30, as herein-before is mentioned, and except the piece of land in the Harrow Road sold and conveyed in the year 1845 to the said guardians of the poor of the said parish of Paddington, and except the said pieces of land conveyed as a site for a parsonage house, offices, and gardens for the minister of Saint Stephen's Church, and for sites for Saint Saviour's Church, Saint Michael's Church, and Saint Mary Magdalen's Church, and the said pieces of land given by way of exchange as aforesaid), and also the said lands and hereditaments comprised in and expressed to be conveyed by the said indenture of the 15th day of February 1848, and the lands awarded to the said Archibald Campbell, Lord Bishop of London, as lessor, and the said Christopher Hodgson, Sir George Rose, and Thomas Somers Cocks, as such lessees as aforesaid, by the two herein-before recited orders of exchange, and all other hereditaments which are now or shall for the time being be subject, at law or in equity, to the said lease of the 2nd day of June 1845, or any lease to be granted from time to time by way of renewal of the same lease.

Power to renew leases not having more than 30 years to run for the term of 98 years.

**3.** It shall be lawful for the trustees, if they shall think fit, nevertheless with the consent of the commissioners, to accept an actual or virtual surrender of any lease granted or to be granted under the authority of the said recited Acts or of this Act, or of any of them, when the unexpired residue of the term of years granted by any such lease shall not exceed 30 years, and with the like consent of the commissioners to grant a new lease or leases for any term not exceeding 98 years, to take effect in possession, and not in reversion, of all or any part of the premises comprised in any such surrendered lease, and also, when any lease or leases granted or to be granted under the authority of the said recited Acts or of this Act, or of any of them, shall expire, to grant a new lease or leases for any term not exceeding 98 years, to take effect in possession, and

not in reversion, of the premises comprised in any such expired lease, and every such new lease, whether granted in lieu of such surrendered lease or of premises whereof the lease shall have so expired, or any part thereof, shall (except as to the amount of rent thereby reserved) be under and subject to the same conditions and restrictions as are in the herein-before mentioned Acts of Parliament relating to the said estate specified and described with regard to the original leases to be granted in pursuance and by virtue of the said Acts, or such of them as shall be applicable to the circumstances of the case, and every such intended new lease may be preceded by a contract in writing, in the same manner as if the same were an intended original lease: Provided always, that in any lease granted under the powers contained in this Act by way of renewal either of a surrendered or an expired lease there be reserved the best rent which in the opinion of the trustees and of the commissioners can be reasonably obtained for the same, having regard to the value of the surrendered lease, and so that in case the yearly rent thereby reserved shall not be uniform in amount the same shall (until a uniform rent is payable) be made to increase progressively, and so that no one rent reserved by any such new lease shall be less than forty shillings, and that the lessee to whom any such new lease shall be granted do consent to accept such new lease, and do execute two counterparts thereof, such counterparts to be given to such person, and to be subject to such fee for registration, as directed by the second section of the said recited Act of the sixth year of the reign of His Majesty King George the Fourth, with respect to the counterparts of original building leases to be granted under the authority of that Act, and as if the expression "the commissioners" (as defined in this Act) were substituted in the said second section for the words "the Lord Bishop of London for the time being," and as if the words "the books of the commissioners" were substituted for the words "the books of the see of London," occurring at the end of that section.

4. It shall be lawful for the trustees, if they shall think fit, by any deed in writing under their hands and seals, or by any writing under their hands, but with the consent of the commissioners, to dispense with any restriction for the time being existing in any subsisting or future lease or contract affecting any part of the said estate, against (and to grant a license for) the erection of any additional number of messuages or dwelling-houses, erections, and buildings upon all or any part or parts of the pieces or parcels of land comprised in any lease or contract granted or entered into, or to be granted or entered into, under the authority of the said recited Acts or this Act, or any of them, beyond the number of messuages

Power to dispense by license with restrictions of covenants in lease.

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or dwelling-houses, erections, and buildings for the time being standing on the land comprised and to be comprised in such lease or contract, upon such terms and conditions, and subject to such specifications as to mode of building and otherwise, as the trustees shall think proper, and also from time to time, if they shall think fit, by any deed in writing under their hands and seals, or by any writing under their hands, but with the consent of the commissioners, to grant a license to deviate in any manner, or to any extent, to be expressed in such license respectively, from the terms and stipulations of such subsisting or future lease or contract, as regards mode or style of building, or the erection of buildings or additional buildings, or the use or appropriation of the premises, or in any other respects, or to do any other act or thing which the lessee or contracting party shall or may be previously restricted or prevented from doing, or be bound to do, by any covenant contained in his lease or contract or otherwise, and also from time to time, by any such deed or writing, with such consent as aforesaid, to grant to such lessee or other contracting party, his executors, administrators, or assigns, a license authorising him or them to erect or build any erection or building which such last-mentioned lessee or other person, his executors, administrators, or assigns, shall, by any covenant contained in his lease or contract, be restricted from erecting or building, without having previously obtained a license authorising or enabling such last-mentioned lessee or other person, his executors, administrators, or assigns, so to do, or to do any other act or thing which he or they shall by any such covenant as aforesaid be restricted from doing, without having previously obtained a license for the purpose.

Power to grant waivers in respect of breaches of covenants in leases, and to certify the due performance of covenants.

5. It shall be lawful for the trustees, by deed under their hands and seals, at any time or times, if they shall think fit, nevertheless with the consent of the commissioners, to grant a waiver of any breach of covenant contained in any lease or contract granted or made or to be granted or made under the authority of the said recited Acts or this Act, or of any of them, and for the purpose of evidencing any such waiver, or to facilitate the proof of the performance and observance of the covenants and provisions in any such lease or contract, to grant a certificate in writing of the due performance and observance of such covenants and provisions; and every such certificate shall be conclusive evidence of the due performance and observance of such covenants and provisions up to the time and to the extent and in the manner in such certificate set forth: Provided always, that no such waiver or certificate shall extend to or in anywise affect the remedies for any breach or non-performance of any continuing covenant subsequent to the time

when such waiver or certificate shall be given, nor shall any such waiver or certificate extend to any forfeiture for nonpayment of the rent reserved by any such lease or contract, unless all arrears of such rent shall have been paid before the date of such waiver or certificate, and that no fine or premium shall be taken for giving any such certificate as aforesaid, and no fine or premium, except an additional yearly rent (if any), shall be accepted or taken for granting or giving any license or waiver under the powers herein contained; and if any such license or waiver as aforesaid shall be granted with respect to a lease already or hereafter to be granted, and shall be so granted in consideration of an additional yearly rent, such license or waiver shall be granted with the consent of all persons beneficially entitled to the leasehold interest created by such lease, and the additional rent shall thenceforth, without any further formality, become an addition to the original rent, so and in such manner as that one equal third part thereof shall be incorporated with the proportion of rent reserved by such lease to the commissioners, and so that the other two thirds thereof shall be incorporated with the remainder of the rent thereby reserved; and the increased rents, and the proviso for re-entry, and the several covenants and provisions in such lease contained, shall thereafter be payable and recoverable, and shall be read and construed, and be enforceable and take effect, respectively, in the same manner as if such increased rents had been the rents originally reserved and made payable in and by such lease.

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6. It shall be lawful for the trustees, if they shall think fit, nevertheless with the consent of the commissioners, at any time or times, as and when they think it advisable, to lay open and dedicate to the public use, either wholly or partially, and either in perpetuity or for any limited period, all or any of the roads or streets made or to be made upon, through, or over any part of the Paddington Estate; but if any part of any such road or street shall be comprised in any then subsisting lease granted or to be granted by the trustees under the authority of the said recited Acts or this Act, such dedication shall not be made so as to take effect during the continuance of such lease, unless with the consent of the lessee, his executors, administrators, or assigns.

Power to dedicate roads to the use of the public.

7. It shall be lawful for the commissioners, with the consent and approbation of the trustees, from time to time to appropriate and set apart and to grant and convey, by a deed or deeds without enrolment, any portion or portions of the Paddington Estate not exceeding in the whole four acres, to the use of the Ecclesiastical Commissioners for England and their successors, or to the use of

Power to grant sites for churches, ministers residences, and schools.

A.D. 1871. such other corporation, aggregate or sole, or person or persons, as such commissioners may direct, their or his successors, heirs, and assigns respectively, as and for a site or sites for a church or churches to be duly consecrated for public worship according to the rites and ceremonies of the Church of England, and for the residence, offices, and garden for the incumbent of such church or churches, and for sites for schools, which the commissioners, with the consent of the trustees, may deem proper objects for such grants, or for any one or more of those purposes, and the site or sites to be so granted and conveyed shall and may be thenceforth dedicated to the purposes aforesaid, and held and used accordingly, notwithstanding any of the laws and statutes against mortmain, and without incurring any of the forfeitures or penalties enacted by those statutes or any of them, and after any such appropriation, grant, and conveyance all annual rents and other sums payable out of the Paddington Estate shall continue payable (without apportionment or reduction) out of the remainder of the estate.

Power to appropriate a sum of money for the purchase of the curate's stipend.

8. It shall be lawful for the said trustees, with the consent of the commissioners, and with the consent in writing of the Bishop of London for the time being, as the patron of the vicarage or perpetual curacy of the parish of Paddington, or of other the patron for the time being of the said vicarage or perpetual curacy, and with the consent in writing of the incumbent for the time being of the said vicarage or perpetual curacy, out of the said balance of 9,400*l.* payable by the said Metropolitan Railway Company, as herein-before is mentioned, or out of any other moneys, stocks, funds, or securities which have arisen or may hereafter arise from the sale of any part of the said estate, to purchase, in the name and with the privity of the Accountant General of the Court of Chancery, to an account "Ex-  
" parte the incumbent of the vicarage or perpetual curacy of Pad-  
" dington," such a sum in the Three per Cent. Consolidated Bank Annuities as shall be sufficient to produce by means of the dividends thereof the annual sum of 200*l.*, and such sum, when so purchased, shall constitute part of the endowments of the said vicarage or perpetual curacy, in lieu of and by way of substitution for the said annual sum, pension, or stipend of 200*l.* a year by the said recited lease of the 2nd day of June 1845 and by the said Acts of Parliament made payable to the curate for the time being of the said parish of Paddington, and the annual produce of the said sum of consols to be so purchased shall thenceforth be received by the curate for the time being of the said parish of Paddington accordingly, and upon such investment being so made the said annual sum, pension, or stipend of 200*l.* so reserved and made payable by the said last-mentioned lease and Acts of Parliament as aforesaid shall absolutely cease to be payable, and shall not be reserved in any lease

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to be granted to the trustees by way of renewal as aforesaid, but a proportionate part of such annual sum, pension, or stipend shall be paid up to the day on which such investment shall be so made; and in the meantime and until such consent of the patron and incumbent shall have been obtained, it shall be lawful for the trustees, with the consent of the commissioners, to purchase, in the manner herein-before mentioned, such sum of Bank Annuities as lastly herein-before is mentioned, and thenceforth until such consent shall have been obtained the amount of Bank Annuities so purchased shall, as regards the trustees and commissioners, and all persons claiming any estate or interest in the Paddington Estate, (other than the patron or incumbent for the time being of the said perpetual curacy,) constitute the primary fund for the payment of the said annual sum, pension, or stipend of 200*l.*, and the dividends of the sum of Bank Annuities to be so purchased shall in such case (until such consent of the patron and incumbent be obtained) be received by the trustees, and shall be applied by them in payment of the said annual sum, pension, or stipend accordingly.

9. It shall be lawful for the trustees, with the consent of the commissioners, and with the consent in writing of the churchwardens for the time being of the said parish of Paddington, out of the said last-mentioned balance of 9,400*l.*, or out of any other such moneys, stocks, funds, or securities as aforesaid, to pay to the said churchwardens for the time being such a sum of sterling money as shall be sufficient at the time of such payment to purchase the sum of 100*l.* Three per Cent. Consolidated Bank Annuities, and thereupon the said annual sum of 15*l.*, by the said recited lease of the 2nd day of June 1845 reserved and made payable to the churchwardens of the parish of Paddington, shall, as from the day on which such payment shall be so made, be reduced to the annual sum of 12*l.*, and such annual sum of 12*l.* shall thenceforth be paid to the churchwardens for the time being, by the retention by the churchwardens for the time being of the said annual sum of 12*l.* comprised in and demised to the trustees by the said recited lease of the 2nd day of June 1845 as aforesaid, and payable by the churchwardens, as in the said Act of the twenty-fifth year of the reign of King George the Third is mentioned; and the said annual sum of 12*l.* so payable to the churchwardens shall not thereafter be payable or recoverable in any other manner than by means of such retention as last aforesaid, and the annual sum of 15*l.* shall in any lease to be granted to the trustees by way of renewal as aforesaid be reduced to such annual sum of 12*l.*, and the reservation thereof, and the demise to be so made by any such renewed lease of the said annual sum of 12*l.* payable by the churchwardens, shall be deemed to be made subject to this present provision, and the

Power to appropriate a sum of money for the purchase of part of the rent payable to the churchwardens of Paddington, and providing for future payment of the remainder of such rent.

A.D. 1871. — sum to be so paid to the churchwardens as aforesaid shall be dealt with in such manner and for such purposes as the vestry for the time being of the said parish of Paddington shall order and direct, and the receipt in writing of the churchwardens for the time being shall be an effectual discharge to the trustees and commissioners for the sum to be so paid to the churchwardens as aforesaid, and shall be also conclusive evidence that the sum so paid was the proper amount of sterling money required at the time of such payment to purchase the said sum of 100*l.* Three per Cent. Consolidated Bank Annuities; and if at any time after such payment shall have been so made the vestry for the time being of the said parish of Paddington shall by a resolution of the vestry (of which resolution, and of the fact of the same having been duly passed, a certificate in writing, signed by the churchwardens for the time being, certifying the same respectively, shall be *primâ facie* evidence at law and in equity), determine or resolve it to be desirable that the said annual sum of 12*l.* to which the said annual sum of 15*l.* will have so become reduced as aforesaid, and the said annual sum of 12*l.* so payable by the churchwardens for the time being shall respectively cease to be payable, it shall be lawful for the trustees, by writing under their hands, with the consent of the commissioners, to consent to such cesser, and thereupon the same annual sums respectively shall absolutely cease to be payable; and in such case, in the future leases of the said estate to be granted by way of renewal of the said recited lease of the 2nd day of June 1845, the said annual sum of 15*l.* shall not be included as part of the hereditaments to be thereby demised.

Trustees may act without the concurrence of the cestuisque trust.

**10.** All the powers and authorities given by this Act to the trustees shall be deemed discretionary in them, and may be exercised by them without any concurrence of or by or on the part of their cestuisque trust for the time being, and notwithstanding the same cestuisque trust may be under disabilities.

Provision in 6 G. 4. c. 45. as to leases granted and contracts entered into under that Act to be applicable to this Act.

**11.** The several provisions in the said Act of the 6th year of King George the Fourth, chapter 45, relating to the leases to be granted and contracts to be entered into in pursuance of the same Act and of the therein-recited Acts, and otherwise, shall, subject to the modifications made by this Act, be applicable to leases and contracts to be granted and entered into under the powers of and shall form respectively part of this Act, and shall (subject as last aforesaid) be deemed to be incorporated with this Act, but not so as to authorise the entering into any contract, or the granting of any lease, or the doing of any other act or thing without the consent or concurrence of the commissioners, which respectively, if the reversion in fee in the Paddington Estate had not been transferred to the Ecclesiastical Commissioners as aforesaid, could not under or by



virtue of the said Acts have been entered into or granted or done respectively without the consent or concurrence of the Bishop of London for the time being. A.D. 1871.

**12.** It shall be lawful for the said trustees, with the consent in writing of the persons entitled for the time being to the beneficial receipt of the two third parts which are or shall for the time being be payable to the said trustees of the rents reserved by the leases for the time being subsisting which shall have been granted under the powers of the Acts of Parliament relating to the said estate, to concur with the commissioners, and also for the commissioners to concur with the said trustees, in making a partition of the said estate so as to vest in the said commissioners in severalty in fee, discharged from all rights, titles, and trusts affecting the estate or interest of the said trustees, such portion of the said estate as shall under all the circumstances of the case be a just and fair equivalent for the interest of the commissioners in the whole of the said estate, and in any payments or reservations payable to them thereout, and so as to vest in the said trustees in severalty in fee such remaining portion of such estate as shall in like manner be a just and fair equivalent for the interest in the whole estate of the other parties besides the commissioners; and it shall be lawful for the trustees to give or to receive any money by way of equality of partition, and for the trustees to raise all such moneys, and the amount required by them for effecting such partition, by a mortgage, with or without a power of sale of all or any part of the hereditaments to be vested in the trustees in severalty, with interest at a rate not exceeding five pounds per centum per annum.

Power to trustees (with consent of persons beneficially entitled to the two third parts) to concur with commissioners in a partition.

**13.** It shall be lawful for the High Court of Chancery, from time to time, to make such order as the said Court shall think fit for taxing and settling the costs, charges, and expenses of and incidental to the obtaining of this Act (including all preliminary costs and expenses) or relating to the applications to be made to the said Court respecting the matters aforesaid or any of them or incidental thereto, and it shall be lawful for the trustees, in the manner hereinafter mentioned, and without the concurrence of their cestuisque trusts for the time being, to raise the amount of such costs, charges, and expenses, and also in addition thereto the following amounts; (that is to say,) the sum of 840*l.*, being the amount of the costs incurred by the trustees in the year 1856 in successfully opposing in Her Majesty's Privy Council the ratification of a scheme prepared by the Ecclesiastical Commissioners for transferring to themselves the estates of the see of London, and in successfully opposing in the following year a Bill in Parliament promoted by the said commissioners affecting the Paddington Estate, and the further sum of

Court of Chancery to tax the costs of this Act and of future application to the Court.

A.D. 1871. 195*l.* 7*s.* 7*d.*, being the amount of costs incurred by the said Christopher Hodgson and Thomas Somers Cocks upon the occasion of the appointment of the said James Peter Bathurst to be a trustee of the Paddington Estate. The sums to be so raised, and the costs of raising the same, may be secured by a mortgage of or charge (under the hands and seals of the trustees) upon the two equal third parts or shares the annual produce whereof is not and shall not be or become payable to the said commissioners of and in the said sums of 167*l.* 7*s.* 10*d.* New Three per Centum Annuities, and 399*l.* 14*s.* 4*d.* Three per Centum Consolidated Bank Annuities, and 526*l.* 0*s.* 11*d.* cash, and of and in the said sum of 9,400*l.* cash, payable by the said railway company as aforesaid, and of and in any other cash, stocks, funds, or securities which, or the proceeds to arise from the sale whereof, shall be liable to be laid out in the purchase of lands or hereditaments to be settled upon the same trusts as the Paddington Estate, and upon the annual produce of the same two third parts or shares; and the trustees may charge upon the same two third parts or shares interest on the sum to be so raised at any rate not exceeding 5*l.* per centum per annum, and such mortgage or charge shall be deemed to extend to and include the two equal third parts or shares, which shall for the time being represent such two third parts or shares as last aforesaid of any stocks, funds, or securities or hereditaments which shall for the time being be substituted for or shall represent such existing or future sums of stock and cash respectively as aforesaid. Such mortgage or charge shall be subject and without prejudice to any annual rent or other charge affecting the entirety of the Paddington Estate, or otherwise subsisting affecting the two third parts or shares to be so mortgaged as aforesaid, but it shall be lawful for the Court of Chancery, at any time, by an order in a summary way, on the petition of the trustees, with the concurrence of the said commissioners, to order such an amount of the entirety of any stocks, funds, or securities two third parts or shares whereof shall be mortgaged as aforesaid to be sold as will be sufficient to produce by means of such sale a sum of cash exceeding the amount of principal moneys for the time being due on such mortgage or charge as aforesaid by one equal half part of such last-mentioned amount, and to direct two equal third parts of the entire sum of cash to be raised under such order of the said Court to be paid to the mortgagees entitled to such mortgage or charge as aforesaid, in satisfaction of their mortgage or charge, and to direct the remaining third part of the sum of cash to be raised under such order to be paid to the said commissioners, to be held by them under the provisions of the Acts of Parliament relating to the said commissioners.

A.D. 1871.

After any such sale, all annual rents and other sums payable out of the Paddington Estate shall continue payable (without apportionment or reduction) out of the remainder of the estate. The costs to be hereafter incurred of appointing any future trustee or trustees of the Paddington Estate shall respectively be chargeable and raiseable by the trustees in the same manner as if such costs had been part of the costs, charges, and expenses of and incidental to the obtaining of this Act; and the amount of any such mortgage or charge may, with the consent of the said commissioners, be afterwards raised and paid in manner aforesaid, together with a due proportion in excess of such amount to be paid to the said commissioners as before mentioned. The powers by this or the recited Acts made exerciseable over any hereditaments for the time being subject to such mortgage or charge may be exercised without the concurrence of the mortgagees or persons entitled to such mortgage or charge, and in the same manner as if such mortgage or charge had never been made.

14. Nothing in this Act contained shall prejudice or affect any questions at law or in equity existing between the commissioners and the trustees, or their cestuique trust, or any of them, relating to their respective rights or interests in the Paddington Estate or in any part thereof, or extend the area to which the power to grant under-leases for terms not exceeding ninety-eight years is by the former Acts relating to the estate or otherwise limited.

Act not to affect existing questions at law or in equity.

15. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to all other persons, bodies politic and corporate, and their heirs, successors, executors, and administrators, (other than and except the several persons by this Act expressly excepted out of such general saving,) all such estate, right, title, interest, benefit, claim, or demand whatsoever, of, in, to, or out of, or upon the said Paddington Estate, as they had before the passing of this Act, or could or might have held and enjoyed in case this Act had not been passed.

Saving clause.

16. The following persons, and all persons claiming under them respectively any estate or interest in the Paddington Estate, are excepted out of the general saving herein-before contained, and accordingly are the only persons bound by this Act; (to wit,)

Persons bound by Act.

1. The said Christopher Hodgson, Thomas Somers Cocks, and James Peter Bathurst, their respective heirs, executors, administrators, and assigns, as such trustees as aforesaid;
2. The said Thomas Butler and Richard Redfearn Goodlad, their heirs, executors, administrators, and assigns, as trustees of the said recited will of the said Thomas Thistlethwayte;

A.D. 1871.  
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3. The said Augustus Frederick Thistlethwayte and his first and other sons (if any), and the heirs male of the respective bodies of such sons ;
4. The said Thomas Thistlethwayte (the son) and his said sons Alexander Edward Thistlethwayte, Arthur Henry Thistlethwayte, Thomas George Thistlethwayte, Evelyn William Thistlethwayte, Robert Richard Thistlethwayte, and Charles Michael Thistlethwayte, and the future born sons (if any) of the said Thomas Thistlethwayte (the son), and the heirs male of the respective bodies of such present and future born sons of the said Thomas Thistlethwayte (the son), and the daughters (if any) of the said Augustus Frederick Thistlethwayte, and the heirs male of the respective bodies of such daughters, and the said Emily Thistlethwayte and Catherine Thistlethwayte, and the future born daughters (if any) of the said Thomas Thistlethwayte (the son), and the heirs male of such respective present and future born daughters of the said Thomas Thistlethwayte (the son) ;
5. The said Elizabeth Custance and her first and other sons (if any), and the heirs male of the respective bodies of such sons ;
6. The said Dame Catherine Collier and her future born sons (if any), and the heirs male of the respective bodies of such sons ;
7. The said Matilda Orred, and her said son John Cavendish Orred and the heirs male of his body ;
8. The said Elizabeth Custance as such mortgagee as aforesaid, her heirs, executors, administrators, and assigns ;
9. The said Grace Grace, Mary Stanhope, and Margaret Houghton, their respective executors, administrators, and assigns, in respect of their said annuities, and all other persons to or upon whom any estate, right, title, or interest, claim or demand, at law or in equity, in, to, out of, or affecting the equitable interest of the said Thomas Thistlethwayte the testator in the said Paddington Estate hath been bequeathed or limited, or hath descended or devolved, or shall descend or devolve, under or by virtue or in consequence of any limitation contained in his said will subsequent to the limitation to the first son of the said Matilda Orred in tail male, and their respective heirs, executors, administrators, and assigns ;
10. The said Robert Charles Jenkins, his heirs, executors, administrators, and assigns ;
11. The said George Thomas Jenkins, Alexander Scott, and Thomas Hayward Budd, as such mortgagees of the equitable

interest of the said Robert Charles Jenkins in the said estate, their heirs, executors, administrators, and assigns; A.D. 1871.

12. The said Straton Charles Campbell and Robert Charles Jenkins, their heirs, executors, administrators, and assigns, as trustees of the said recited settlements of the 31st day of December 1850 ;
13. The said George Thomas Jenkins, his heirs, executors, administrators, and assigns, and Mary Elizabeth his wife, and their said children, Florence Crichton Jenkins, Henry Campbell Jenkins, and Gwendoline Alice Jenkins, and the future born children (if any) of the said George Thomas Jenkins and Mary Elizabeth his wife, and the issue of such present or future born children ;
14. The said Henry John Morshead and William Vernon Harcourt, their heirs, executors, administrators, and assigns, as trustees of the said recited settlements of the 3rd day of June 1854 ;
15. The said Sir Warwick Charles Morshead, his heirs, executors, administrators, and assigns, and Dame Selina his wife, and their issue (if any) ;
16. The said William George Lord Auckland, Abel Smith, and Samuel George Smith, their heirs, executors, administrators, and assigns, as trustees of the said recited settlement of the 13th day of May 1861 ;
17. The said Edmund Henry Dickinson, his heirs, executors, administrators, and assigns, and Emily Dulcibella his wife, and their said children, Robert Edmund Dickinson, Philip Francis Dickinson, Violet Mary Dickinson, and Oswald Eden Dickinson, and any future born children (if any) of the said Edmund Henry Dickinson and Emily Dulcibella his wife, and the issue of such present or future born children ;
18. The said William Laycock and James Abbott, their heirs, executors, administrators, and assigns, as trustees of the said recited settlements of the 18th day of February 1870 ;
19. The said Henry Stainton Laycock, his heirs, executors, administrators, and assigns ;
20. The said Henrietta Emily Stainton Poyntz and William Henry Poyntz, her present husband, and any husband who may survive her, and the said Mary Eliza Poyntz and her issue, and the future born childrer (if any) of the said Henrietta Emily Stainton Poyntz and heir issue ;
21. The said Keith Henry Barnes, Alber' William Still Barnes, Janet Keith Barnes, and Mary Constance Barnes, their respective heirs, executors, administrators, and assigns ;

A.D. 1871.

22. The said William Adair Bruce, Keith Henry Barnes, Charles Bridges Mount, and Solomon Cæsar Malan, their heirs, executors, administrators, and assigns, as the trustees of the said settlements of the 18th day of January 1858;
23. The said Agnes Frances Marten in her own right, and Selina Agnes Still, and the issue of the said Selina Agnes Still, and the said Agnes Frances Marten, as such administratrix of the said Henry Hughs Still as aforesaid;
24. The said Robert Still, Keith Henry Barnes, and Albert William Still Barnes, their heirs, executors, administrators, and assigns, as trustees of the said recited settlements of the 2nd day of May 1861;
25. The said Catherine Louisa Woods (in her own right and as executrix of the said will of the said Thomas Walter Still, deceased), the said Louisa Centurion Still, and Walter Thomas Still, and the issue (if any) of the said Louisa Centurion Still and of Walter Thomas Still respectively;
26. The said Benjamin Pearkes Gundry, Joseph Pearkes Fox Gundry, Frederic Robert Brande, and Keith Henry Barnes, their heirs, executors, administrators, and assigns, as trustees of the said recited settlements of the 27th day of August 1860;
27. The said James Charles Still, his heirs, executors, administrators, and assigns, and Eliza Margaret his wife, and their said child Charles John Gundry Still, and the future born children or other issue of the said James Charles Still and Eliza Margaret his wife;
28. The said James Moorhouse and his successors, vicars or perpetual curates of Paddington; and
29. The said Reuben Courtnell Greatorex and Charles Braid, as such churchwardens as aforesaid, and their successors, churchwardens for the time being of the said parish of Paddington.
17. This Act shall not be a public Act, but shall be printed by the several printers to the Queen's most Excellent Majesty, duly authorised to print the statutes of the United Kingdom, and a copy thereof so printed by any of them shall be admitted as evidence thereof by all judges, justices, and others.

Act as  
printed by  
Queen's  
printers to  
be evidence.