



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 30.

An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between *Charles James* Lord Bishop of *London*, *Thomas Thistlethwayte* Esquire, *Thomas Somers Cocks* Esquire, *Christopher Hodgson* Esquire, the Company of Proprietors of the Grand Junction Canal, and the Grand Junction Waterworks Company; and for other Purposes therein mentioned.

[6th August 1844.]

WHEREAS an Act of Parliament was passed in the Thirty-third Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for making and maintaining a Navigable Canal from the Oxford Canal Navigation at Bramston in the County of Northampton to join the River Thames at or near Brentford in the County of Middlesex, and also certain collateral Cuts from the said intended Canal*, by which certain Persons therein named were incorporated by the Name and Style of "The Company of Proprietors of the Grand Junction Canal," for the Purpose of making and maintaining the said Canal and collateral Cuts, and the several other Works incident thereto, with such Powers and Authorities, and

[Private.]

under such Restrictions in relation thereto, as are therein particularly expressed: And whereas another Act was passed in the Thirty-fifth Year of the Reign of His said late Majesty, intituled *An Act for making a Navigable Cut from the Grand Junction Canal in the Precinct of Norwood in the County of Middlesex to Paddington in the said County*: And whereas another Act was passed in the same Year, 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*, whereby it was enacted, that it should be lawful for the said Lord Bishop of London, and his Successors for the Time being, and he and they were thereby required and directed, by Indenture under the Episcopal Seal of the said Lord Bishop and his Successors, to demise, lease, and to farm let unto *Thomas Wood* Esquire, *Sir John Frederick* Baronet, and *Arthur Stanhope* Esquire, their Executors, Administrators, and Assigns, or the Trustees or Trustee for the Time being to be thereafter named or appointed under the Powers in certain Indentures of Settlement in the said Act recited, bearing Date respectively the Fifth Day of *July* One thousand seven hundred and eighty-two and the Fourth Day of *March* One thousand seven hundred and eighty-three, reserved and contained, their or his Executors, Administrators, or Assigns, all that the Site and Capital Messuage of the Manor of *Paddington* in the County of *Middlesex*, and all other the Messuages, Lands, Tenements, Meadows, Feedings, Closes, Pastures, and Hereditaments whatsoever in *Paddington* aforesaid of the said Lord Bishop, and belonging to the Bishoprick of *London*, and including therein the Hereditaments and Premises herein-after described and particularly mentioned, with their Appurtenances, to hold for the Term of Ninety-nine Years, to commence from the Day next before the Day of the Date of such Lease, on the Terms, and subject to the Restrictions, Conditions, Provisions, Rents, Reservations, and Covenants in the now reciting Act mentioned, and also to renew the same Lease at the End of the first Fifty Years of the said Term of Ninety-nine Years, on Payment or Tender of a Fine of Twenty Shillings, for a further Term of Ninety-nine Years from the End of the said first Fifty Years, and so to continue to renew the Lease for the Time being so to be granted for a further Term of Ninety-nine Years at the End of the first Fifty Years next after the Commencement of every such respective Lease so thereby meant and intended to be therein-after continued, to be granted by way of Renewal at the End of every such Fifty Years, on Payment or Tender of such Fine as aforesaid: And whereas a Lease, bearing Date the Twenty-second Day of *May* One thousand seven hundred and ninety-five, was granted by the said *Beilby* Lord Bishop of *London* to the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, their Executors, Administrators, and Assigns: And whereas by Articles of Agreement, bearing Date the Twenty-second Day of *February* One thousand seven hundred and ninety-eight, and made between the said *Beilby* Lord Bishop of *London* of the First Part, the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, *Sir John Morshead* Baronet and Dame *Elizabeth* his Wife, and *Robert Thistlethwayte* Esquire and *Selina* his Wife, of the Second Part, and the Company of Proprietors of the Grand Junction Canal

Lease from
Bishop of
London to
Thomas
Wood and
others.
22d May
1795.

Agreement
for Lease to
Grand Junction
Canal
Company,
22d Feb.
1798.

of the Third Part, reciting that the said Company of Proprietors had lately entered into a Treaty with the said Lord Bishop of *London*, and with the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, with the Consent of the said *Sir John Morshead* and Dame *Elizabeth* his Wife, for a Lease, renewable as therein-after mentioned, of certain Pieces or Parcels of Land or Ground situate in the Parish of *Paddington* aforesaid, therein-after and herein-after described, (being Part of the Hereditaments belonging to the Bishoprick of *London*, and including therein all the several Pieces or Parcels of Land and Premises comprised and described in the Indenture of Lease of the First Day of *June* One thousand seven hundred and ninety-eight, herein-after recited, for the Purpose of carrying and extending the said Navigable Cut from the Grand Junction Canal in the Precinct of *Norwood* to *Paddington* aforesaid, into and through the same Lands and Grounds,) it is witnessed, covenanted, and agreed; that the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them; his Executors, Administrators, and Assigns; and the Trustees or Trustee for the Time being of the Pieces or Parcels of Land and Hereditaments thereafter agreed to be demised, should demise, lease, and to farm let, and the said *Sir John Morshead* and Dame *Elizabeth* his Wife, and the said *Robert Thistlethwayte* and *Selina* his Wife, and also the said *Beilby* Lord Bishop of *London* and his Successors, should ratify and confirm, unto the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, the several Pieces or Parcels of Land, Hereditaments, and Premises in the now reciting Act particularly mentioned, being the several Pieces or Parcels of Land and Premises herein-after described, and mentioned to be comprised by the Indenture of Lease herein-after recited, and dated the First Day of *June* One thousand seven hundred and ninety-eight, to hold the same from the Twenty-ninth Day of *September* then last past until the Twenty-first Day of *May* One thousand eight hundred and ninety-four, at the Rents, on the Terms, and subject to the Restrictions, Conditions, Provisoos, Reservations, and Covenants therein-after mentioned, and also should renew, ratify, and confirm the same Lease upon the Twenty-third Day of *May* One thousand eight hundred and forty-five, on Payment or Tender of a Fine of Twenty Shillings, for a further Term of Ninety-nine Years, wanting One Day, to commence and be computed from the Twenty-second Day of *May* One thousand eight hundred and forty-five, and so should and would continue to renew, ratify, and confirm the Lease for the Time being so to be granted for a further Term of Ninety-nine Years, bating One Day, at the End of the first Fifty Years next after the Commencement of every such respective Lease so thereby meant and intended to be thereafter continued, to be granted by way of Renewal, at the End of every said first Fifty Years, on Payment or Tender of such Fine as aforesaid; and it was thereby further agreed, that there should be reserved in and by such Lease so to be first granted, and in and by all and every such Leases to be renewed as aforesaid, the several yearly Rents or Sums therein mentioned, amounting together to the clear yearly Sum of Eight hundred and eighty-four Pounds, to be paid by the said Company of Proprietors, their Successors and Assigns, in
the

the Proportions and Manner following; (that is to say,) One Third Part thereof unto the said Lord Bishop of *London* and his Successors, and the remaining Two Third Parts thereof to the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, or the Survivors or Survivors of them, his Executors, Administrators, or Assigns, or the Trustees or Trustee of the said Estate, as Lessees or Lessee thereof under the said Lord Bishop of *London* and his Successors, their or his Executors, Administrators, or Assigns, in trust as therein mentioned: And whereas by another Act passed in the Thirty-eighth Year of the Reign of His late Majesty King *George* the Third, 38G.3. c.33. intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between Beilby Lord Bishop of London, Thomas Wood Esquire, Sir John Frederick Baronet, and Arthur Stanhope Esquire, Sir John Morshead Baronet and Dame Elizabeth his Wife, and Robert Thistlethwayte Esquire and Selina his Wife, and the Company of Proprietors of the Grand Junction Canal* (being the said herein-before recited Articles of Agreement dated the Twenty-second Day of *February* One thousand seven hundred and ninety-eight); and for other Purposes therein mentioned, the said recited Articles of Agreement dated the Twenty-second Day of *February* One thousand seven hundred and ninety-eight were absolutely ratified and confirmed; and it was enacted, that it should be lawful for the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, and the Survivors and Survivor of them, his Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being of the Pieces or Parcels of Land and Hereditaments in and by the said recited Articles of Agreement agreed to be demised, and all other Person or Persons who should for the Time being be entitled thereto under the present or any future Lease to be granted thereof by the said Bishop of *London* or his Successors, in pursuance of the said herein-before recited Act, enabling the said Lord Bishop to grant a Lease, as before mentioned, and they were thereby fully authorized and empowered, required, and directed to demise, lease, and to farm let, and that it should be lawful for the said *Sir John Morshead* and *Dame Elizabeth* his Wife, and the said *Robert Thistlethwayte* and *Selina* his Wife, by Indenture or Indentures, duly executed under their Hands and Seals, and also for the said *Beilby* Lord Bishop of *London* and his Successors, by Indenture under the Episcopal Seal of the Lord Bishop and his Successors, and they were thereby fully empowered, authorized, required, and directed, to ratify and confirm unto the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, all and singular the said Pieces or Parcels of Land and Hereditaments mentioned and comprised in the said Articles of Agreement, and thereby agreed to be demised and leased, to hold for such Term or Number of Years, and with such Renewal, at such Rents, and for such Terms, and subject to the Restrictions, Conditions, Powers, Reservations, and Covenants, as in the said Articles are mentioned and contained; and it was (amongst other things) enacted, that it should be lawful for the said Company of Proprietors, their Successors or Assigns, to provide and supply with good and wholesome Water, from and out of the Grand Junction Canal, Cuts, and Reservoirs, the Inhabitants of the several Buildings then

then erected or to be erected upon the said intended to be demised Lands, and other Lands within the said Parish of *Paddington*, the Estate of the said Lord Bishop of *London* and his said Lessees, pursuant to the Intent and Meaning of the said Agreement, and also the Inhabitants of any other Buildings then erected or to be erected within the said Parish of *Paddington*, or the Parishes and Streets adjacent, desirous of contracting for the same: And whereas by an Indenture of Lease, bearing Date on or about the First Day of *June* One thousand seven hundred and ninety-eight, and made between the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, therein described as the then Trustees for the Purposes of the secondly before-mentioned Act of the Thirty-fifth Year of His late Majesty's Reign, of the First Part, the said *Sir John Morshead* and Dame *Elizabeth* his Wife, and *Robert Thistlethwayte* and *Selina* his Wife, of the Second Part, the said *Beilby* Lord Bishop of *London* of the Third Part, and the said Company of Proprietors of the Grand Junction Canal of the Fourth Part, the said *Thomas Wood*, *Sir John Frederick*, and *Arthur Stanhope*, in pursuance of the said Articles of the Twenty-second Day of *February* One thousand seven hundred and ninety-eight, and by virtue of the Power given by the said Act of the Thirty-eighth Year of His late Majesty's Reign, did demise and lease to, and the said *Sir John Morshead* and Dame *Elizabeth* his Wife, and *Robert Thistlethwayte* and *Selina* his Wife, and the said Bishop of *London*, did ratify and confirm unto the said last-mentioned Company, their Successors and Assigns, amongst other Parcels of Land, all that Piece or Parcel of Land or Ground containing by Admeasurement Three Acres Three Roods and Seventeen Perches, Part of a certain Close or Ground inclosed commonly called or known by the Name of the *Broom Field*, shown in the Plan thereto annexed by the Letter C, bounded on or towards the North by another Part of a Close called the *Eight Acres*, shown by the Letter D, after described, and demised to the said Company, on or towards the South by an intended Street proposed to be called *Grand Junction Street*, on or towards the West by an intended Street proposed to be called *London Street*, leading with a Right Angle from the said intended Street proposed to be called *Grand Junction Street* northward towards the public Road or Highway leading from the *Edgeware* Turnpike Road towards *Harrow*, and on or towards the East by the last above-mentioned demised Piece or Parcel of Ground, Part of *Pond Field*; and also all that Piece or Parcel of Land or Ground, containing by Admeasurement Ten Acres One Rood and Twenty Perches, Part of a certain other Close of Ground inclosed commonly called or known by the Name of the *Eight Acres*, shown in the said Plan by the Letter D, bounded on or towards the North by the Yards, Ways, or other Appurtenances belonging to a certain Messuage or Tenement formerly in the Occupation of *John Linnell* deceased, and then or late in the Occupation of *John Harpur*, or his Undertenant *Kent*, his Executors, Administrators, or Assigns, and next after described, and demised to the said Company, and by Lands of *James Crompton* Esquire, on or towards the South by the above-mentioned demised Pieces or Parcels of Ground Part of the said *Broom Field* and the said *Pond Field*, on or towards the West by the Piece or Parcel of Land or Ground Part of a Close or

Lease to
Grand Junction Canal
Company,
1st June
1798.

[Private.]

9 y

Ground

Ground inclosed called the *Four Acres*, after described, and demised to the said Company, and by the said intended Street proposed to be called *London Street*, and on or towards the East by Lands belonging to the said *James Crompton*; and also all that the said Messuage or Tenement, with the Barns, Stables, Outhouses, and other Buildings, Yards, Gardens, Orchards, Roads, Ways, Ponds, Pools, and all other Appurtenances thereunto belonging, formerly in the Tenure or Occupation of the said *John Linnell* deceased, and then or late in the Occupation of the aforesaid *John Harpur*, or his Undertenant the said *Kent*, his Executors, Administrators, or Assigns, containing, together with the Sites or Grounds whereon the said Buildings stand, by Admeasurement, One Acre One Rood and Thirteen Perches, bounded on or towards the North by the public Road or Highway leading from the said *Edgeware* Turnpike Road towards *Harrow*, and a certain Pond or Piece of Water adjoining thereto, on or towards the South by the said last-mentioned Close or Ground inclosed called the *Eight Acres*, on or towards the West by Part of a Close or Ground inclosed called the *Four Acres*, next after described, and demised to the said Company, and by certain inclosed Lands belonging to Mister *Ward*, and on or towards the East by Lands belonging to the said *James Crompton*; and also all that other Piece or Parcel of Land or Ground containing by Admeasurement Three Acres and Eight Perches, Part of the said Close or Ground inclosed commonly called or known by the Name of the *Four Acres*, shown in the said Plan by the Letter E, bounded on or towards the North by inclosed Lands belonging to Mistress *Billingsley* and the said Mister *Ward* respectively, on or towards the South by Part of the said Close or Ground inclosed called the *Eight Acres*, on or towards the West by the said intended Street proposed to be called *London Street*, Part whereof is next therein-after described, and demised to the said Company, and on or towards the East by the Yards, Ways, and other Appurtenances belonging to the said Messuage or Tenement, and the said Piece or Parcel of Ground inclosed called the *Eight Acres*; and also all that other and further Piece or Parcel of Land or Ground containing by Admeasurement One Acre Two Roods and Thirty-three Perches, also Part of the said Close or Ground inclosed called the *Four Acres*, and also described as Letter E, the Eastward Side or Part whereof was intended to form or become Part of the said intended Street proposed to be called *London Street*, bounded on or towards the North by a Part of the said inclosed Land belonging to the said Mistress *Billingsley*, on or towards the South by other Part of the said Close of Ground inclosed called the *Four Acres*, belonging to the said Lord Bishop and his Lessees, and not intended to be demised to the said Company, on or towards the West by Lands belonging to the said *James Crompton*, and on or towards the East by the said Piece or Parcel of Land or Ground, Part of the said Close or Ground inclosed called the *Four Acres*, also shown in the said Plan by the Letter E, therein last above described, and demised to the said Company; to hold the same unto the said Company of Proprietors, their Successors and Assigns, from the Twenty-ninth Day of *September* One thousand seven hundred and ninety-seven until the Twenty-first Day of *May* One thousand eight hundred and ninety-four,

four, at the clear yearly Rent of Eight hundred and eighty-four Pounds, by the now-reciting Indenture reserved, clear of all Deductions, One Third thereof payable to the said Bishop, and Two Thirds payable to the said Trustees, as mentioned in the said Articles, and subject to the said Covenants, Conditions, and Agreements in the same Indenture contained on the Part of the said Company: And whereas by certain Articles of Agreement, bearing Date the Sixteenth Day of *January* One thousand eight hundred and eleven, and made between the said Company of Proprietors of the Grand Junction Canal of the one Part, and *Samuel Hill* Esquire, on behalf of himself and such other Persons as should become Proprietors of the Undertaking therein-after mentioned, of the other Part, after reciting the said Act of the Thirty-eighth Year of His late Majesty's Reign, and that the said Company had contracted with the said *Samuel Hill* to grant to him, or to a Company to be established as therein-after mentioned, a Lease or Leases of the several Powers and Privileges therein-after mentioned, subject to the several Covenants, Provisoes, and Regulations therein-after contained, it is witnessed that the said Company of Proprietors did thereby grant to the said *Samuel Hill*, his Executors and Administrators, that it should be lawful for him and them, and the Proprietors for the Time being in the said Undertaking; and the said Company, when established, to do all such Acts, and make all such Reservoirs, to be supplied from and out of the said Canal, and lay all such Mains, Pipes, and other Works, and to use all such Waters and Waterworks and Aqueducts of the said Company (subject to the Provisions therein-after contained) as should be necessary to enable him and them to supply with Water all or any of the Inhabitants of the Parishes and Streets which the said Company of Proprietors were by the said Act authorized or enabled to supply; and the said Articles contain, amongst other Covenants on the Part of the said Company of Proprietors of the Grand Junction Canal, Covenants to the following Effect; firstly, that the said *Samuel Hill*, or such new Company, should be supplied with Water by the said Canal Company to the Extent therein specified; secondly, that the said Canal Company should, when an Act of Parliament should have been obtained, grant to the said *Samuel Hill*, or the Company to be so formed, a Lease or Leases of all such Powers, Licences, and Privileges as were granted to the said Canal Company to carry the said Undertaking of the Waterworks into effect for a Term of Fifty Years, at such yearly Rent as therein mentioned, and with such Right of Renewal as therein specified; and it was also agreed, that every such Lease should contain (amongst other Clauses therein specified) a Provision that the Lessees should be at the Expence of making and maintaining the Reservoirs necessary for procuring and collecting the Supply of Water, and furnishing the Waterworks therewith, and that the said Canal Company should at their own Expence provide all the Land for the same Reservoirs, with proper and convenient Roads to the same: And whereas by another Act of Parliament, passed in the Fifty-first Year of the Reign of His late Majesty, intituled *An Act for confirming certain Articles of Agreement entered into between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of the Parish of Paddington, and the Parishes and Streets adjacent,*

Agreement
for Lease by
Grand Junction
Canal
Company to
Samuel Hill
(on behalf of
Grand Junction
Water-
works Com-
pany),
16th Jan.
1811.

51G.3.c.169.
Confirming
Agreement.

in

in the County of Middlesex, (meaning the last-recited Articles of Agreement,) it was enacted, that the same Articles of Agreement should be absolutely ratified and confirmed, subject nevertheless to the Regulations and Restrictions in the now reciting Act contained, and that it should be lawful for the said Company of Proprietors and they were thereby required to demise unto the Company thereby incorporated all and singular the Powers and Authorities mentioned in the said Articles, and thereby agreed to be demised, to hold for such Term of Years, and with such Right of Renewal, at such Rents, and on such Terms and Conditions as in the said Articles were particularly mentioned, and also subject to the Regulations and Restrictions in the now reciting Act contained; and it was further enacted, that the said *Samuel Hill*, and the several other Persons therein named or described, should be united into a Company, for the making, completing, improving, and maintaining the Waterworks, Aqueducts, Reservoirs, and other Works necessary for effecting the Purposes of the Agreement therein-before mentioned or recited, according to the Rules and Directions therein-after expressed, and should for that Purpose, during the Term to be granted as therein mentioned, and any renewed Term or Terms, and for the Space of Three Years after the Determination of the said Term, or any renewed Term or Terms, be one Body Politic and Corporate, by the Name of "The Grand Junction Waterworks Company;" and the said Company were empowered, amongst other things, to have, use, exercise, and enjoy such and the like Powers and Authorities in relation to the said Waterworks as were given to and vested in the said Company of Proprietors of the Grand Junction Canal by the therein recited Act of the Thirty-eighth Year of His late Majesty; and (amongst other Restrictions and Regulations) it was provided and enacted, that the said Company of Proprietors thereby incorporated should at all Times thereafter supply the said Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* at *Paddington* aforesaid with Water at the Rate of Ten Pounds *per Centum* at least below the average Rate which should be then demanded by the said Company, or by any other Company or Companies, for supplying with an equal Quantity of Water the Inhabitants of the Houses of the like Magnitude and Description of any other of the Districts and Streets within the Cities of *London* or *Westminster*: And whereas by certain Articles of Agreement, made and entered into on the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, between the said Company of Proprietors of the Grand Junction Canal of the First Part, the said Grand Junction Waterworks Company of the Second Part, and the Company of Proprietors of the Regent's Canal of the Third Part, after reciting that the said Three Companies had deemed it expedient that the Water then supplied by the Company of Proprietors of the Regent's Canal, for the Purpose of the Navigation of the said Canal and Collateral Cut, and that the Powers and Authorities then vested in them for taking and having the Supply of Water from the River *Thames*, should be transferred to and vested in the said Grand Junction Waterworks Company, and that the said Parties thereto had agreed to such Exchange of Water on the Terms and Conditions therein-after mentioned and contained, it was by the now reciting Articles (amongst other things) covenanted and

Agreement
between
Grand Junction Canal
Company,
Grand Junction Water-
works Com-
pany, and
Regent's
Canal Com-
pany,
26th May
1819.

agreed, that as soon as the said Waterworks should be supplied with Water from the River *Thames* by the Ways and Means therein mentioned, and after Notice thereof given as therein mentioned, the said Grand Junction Waterworks Company should from the Day of such Notice, and Payment by them of all Arrears of the Rent then due under the said recited Act of the Fifty-first Year of His late Majesty, be released from all further Rents and Fines payable under the said Act, and from all Covenants, Conditions, Sums of Money, Matters, and Things which the said Grand Junction Canal Company could have required to be paid, observed, performed, and kept by the said Grand Junction Waterworks Company, in case the now reciting Agreement had not been made, and also from all Right, Title, and Interest of the said Grand Junction Canal Company to and in the Reservoirs at *Paddington*, Engine House, Mains, and all other the Works then in the Possession of and belonging to the Grand Junction Waterworks Company (except the Interest of the Grand Junction Canal Company as Lessors, as therein-after mentioned); and in particular it was agreed that the said Grand Junction Canal Company should, at the Expence of the said Grand Junction Waterworks Company, lease to them, in like Manner and subject to the like Renewals as the Lands in *Paddington* held under the Bishop of *London* and his Lessees, by the said Grand Junction Canal Company, all the Lands then inclosed for the Two Reservoirs and the Steam Engine and Engine House in *Paddington* aforesaid, as shown in a Plan thereof signed by *Charles Simpson* Esquire and *Richard Bateman Robson* Esquire, on behalf of the Parties thereto of the First and Second Parts, and coloured Yellow, and containing

or thereabouts, to hold the same Lands and Premises Rent-free, and subject only to Rates and Taxes, a fair Proportion of Fines of Renewal, and to proper Covenants as to the Use of the said Land for no other Purpose than as then used, and also that the Grand Junction Canal Company should include in every such Lease all those Two Pieces of Land, containing respectively Two Acres and a Half, and One Acre or thereabouts, and also shown in the said Plan, and coloured Red, at the Rents respectively therein mentioned, and that the said Two last-mentioned Pieces should be held for Reservoirs, to be made under the following Regulations, *videlicet*, that the said Reservoirs should be faced all round by a Brick Wall, not exceeding the Height and to be built in the Manner directed by the Surveyor of the Grand Junction Canal Company, in such Manner as would best promote the Plan of building on or other Uses of the Grand Junction Canal Company's Land adjoining thereto, and that no Buildings whatsoever should be erected on any Part of the said Piece of Two Acres and a Half, and that on the said One Acre Piece no Building should be erected, except for Workmen, and that no Underleases should be granted thereof by the said Grand Junction Waterworks Company; provided nevertheless, that in case the said Grand Junction Waterworks Company should not, at the Expiration of Seven Years from the Date of the now reciting Agreement, have made and completed Reservoirs on the whole of the said Two last-mentioned Pieces of Land, or should at any earlier Period give Notice in Writing to the said Grand Junction Canal Company of their Intention not to make and complete the same or either of them, then and

[*Private.*]

Agreement
between the
Bishop of
London, the
Trustees of
the Padding-
ton Estate,
the Grand
Junction
Canal Com-
pany, &c.
24th March
1812.

thereupon the said Pieces of Land or either of them, as the Case might be, should be given up by the said Grand Junction Waterworks Company to the said Grand Junction Canal Company, who should thenceforth possess the same, without any Claim or Compensation whatsoever in respect thereof to be allowed or paid by the said Grand Junction Canal Company, and the Rent reserved for the said One Acre of Land as aforesaid should thenceforth cease to be payable, and that the said Grand Junction Waterworks Company should release the said Grand Junction Canal Company from all Claims to any other Lands at *Paddington* or elsewhere in the County of *Middlesex*, demised or which were to be demised to the said Waterworks Company, and that mutual general Releases should be executed by the said Parties thereto of the First and Second Parts; and it was further covenanted and agreed, that the said Grand Junction Waterworks Company should indemnify the said Grand Junction Canal Company in respect of all Covenants to be performed by the said Grand Junction Canal Company relating to the said Waterworks, and particularly in respect of the Covenant or Agreement to supply the Tenants of the said Bishop of *London* and others with Water at a lower Rate than other Water Companies: And whereas by Articles of Agreement bearing Date the Twenty-fourth Day of *March* One thousand eight hundred and twelve, and made between the Right Reverend Father in God *John* Lord Bishop of *London* of the First Part, the said Sir *John Frederick*, *Arthur Stanhope*, and *Frederick Treise Morshead*, therein described as surviving Trustees, for the Purposes of several Acts of Parliament, passed in the Thirty-fifth, Forty-fourth, Forty-fifth, and Forty-eighth Years of the Reign of His then present Majesty, of the Second Part, the said Sir *John Morshead* and Dame *Elizabeth* his Wife, and *Selina Thistlethwayte*, Widow and Relict of *Robert Thistlethwayte* Esquire, deceased, of the Third Part, and the said Company of Proprietors of the Grand Junction Canal of the Fourth Part, reciting that it had been found expedient and proper for general Convenience that certain further Quantities of Land of the said Lord Bishop of *London* and his said Lessees, situate in *Paddington* aforesaid, and belonging to the Bishoprick of *London*, should be leased by the said Lord Bishop of *London* and his said Lessees to the said Company of Proprietors, it is witnessed, concluded, agreed, and declared, that the said Sir *John Frederick*, *Arthur Stanhope*, *Frederick Treise Morshead*, and the Survivors and Survivor of them, his Executors, Administrators, and Assigns, and the Trustees and Trustee for the Time being of the Pieces or Parcels of Land and Hereditaments thereafter agreed to be demised, should demise, lease, and to farm let, and the said Lord Bishop and his Successors, and the said Sir *John Morshead* and Dame *Elizabeth* his Wife, and the said *Selina Thistlethwayte*, should ratify and confirm, unto the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, the several Pieces or Parcels of Land, Hereditaments, and Premises in the now-reciting Articles of Agreement particularly mentioned, being the several Pieces or Parcels of Land and Premises herein-after described, and mentioned to be comprised in and demised by the Indenture of Lease herein-after recited, and dated the First Day of *October* One thousand eight hundred and twenty-five, to hold the same from the Twenty-fifth Day of *March*

One

One thousand eight hundred and eleven up to and until the Twenty-fifth Day of *May* One thousand eight hundred and ninety-four, at the Rent, on the Terms, and subject to the Restrictions, Conditions, Provisoos, Reservations, and Covenants therein-after mentioned, and also should renew, ratify, and confirm the same Lease on the Twenty-third Day of *May* One thousand eight hundred and forty-five, on Payment of a Fine of Twenty Shillings, for a further Term of Ninety-nine Years, wanting One Day, to commence from the Twenty-second Day of *May* One thousand eight hundred and forty-five, and so should continue to renew the Lease for the Time being so to be granted for a further Term of Ninety-nine Years, less One Day, at the End of the first Fifty Years next after the Commencement of every such respective Lease so thereby intended to be thereafter continued to be granted by way of Renewal at the End of every said Fifty Years, on Payment of such Fine as aforesaid, and that in the first and every renewed Lease so to be granted as aforesaid there should be reserved a Rent of Five hundred and seventy Pounds Three Shillings, to be paid by the said Company of Proprietors in the Proportions therein mentioned: And whereas an Act was passed in the Fifty-second Year of His late Majesty King George the Third, intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between the Right Reverend Father in God John Lord Bishop of London, Sir John Frederick Baronet, Arthur Stanhope Esquire, Frederick Treise Morshead Esquire, Sir John Morshead Baronet and Dame Elizabeth his Wife, and Selina Thistlethwayte, and the Company of Proprietors of the Grand Junction Canal,* and which said last-mentioned Articles of Agreement were dated the Twenty-fourth Day of *March* One thousand eight hundred and twelve: And whereas by a certain other Act of Parliament passed in the Fifth Year of the Reign of His late Majesty George the Fourth, intituled *An Act to carry into complete Effect certain Articles of Agreement made and entered into between John Lord Bishop of London, since deceased, Sir John Frederick Baronet, Arthur Stanhope Esquire, Sir Frederick Treise Morshead Baronet, Sir John Morshead Baronet, since deceased, and Dame Elizabeth his Wife, and Selina Thistlethwayte, since deceased, and the Company of Proprietors of the Grand Junction Canal,* after reciting, among other things, the said Act of Parliament of the Thirty-eighth Year of His late Majesty's Reign, in part therein-before recited; and also reciting another Act passed in the Fifty-second Year of the Reign of His late Majesty, intituled *An Act for confirming and carrying into execution certain Articles of Agreement made and entered into between the Right Reverend Father in God John Lord Bishop of London, Sir John Frederick Baronet, Arthur Stanhope Esquire, Frederick Treise Morshead Esquire, Sir John Morshead Baronet and Dame Elizabeth his Wife, and Selina Thistlethwayte, and the Company of Proprietors of the Grand Junction Canal,* whereby the last-mentioned Articles, dated the Twenty-fourth Day of *March* One thousand eight hundred and twelve, were ratified and confirmed; and further reciting, that the said Company of Proprietors, in or about the Year One thousand eight hundred and one, purchased or agreed to purchase of *James Crompton* Esquire a certain Piece or Parcel of Land called *Lower Field*, situate in the Parish of *Paddington* aforesaid, and containing

52 G. 3. c. 192.
confirming
Agreement,

5 G. 4. c. 35.
completely
confirming
Agreement,

taining by Admeasurement Ten Acres and Thirty-three Perches, or thereabouts; which said Piece or Parcel of Land was shown in the Map or Plan to the said Act annexed, and was therein marked with the Letters X X, Z, and Z a, and that the said *Lower Field* was, upon the Purchase thereof, conveyed to *William Praed* Esquire, as Trustee for the said Company of Proprietors, and had since been by him conveyed to the said Company of Proprietors; and further reciting, that although the said *Lower Field* was purchased for the Purpose of making and executing the Works of the said Canal, yet the same had not been used for that Purpose, but that the said Canal, and the Works thereof, had been made in a Line different from the proposed Line at the Time of the Purchase of the same Field, and that certain Parts of the same *Lower Field* had been set out for the Formation of public Streets, according to the Terms and Conditions of the last-mentioned Articles of Agreement; and reciting the said Act of the Fifty-first Year of His late Majesty's Reign, incorporating the Grand Junction Waterworks Company; and reciting; that by virtue of the same Act the said Company of Proprietors of the Grand Junction Canal had provided or agreed to provide the said Grand Junction Waterworks Company with certain Lands for the Purpose of effecting the Articles of Agreement confirmed by the last-mentioned Act; and reciting, that the said Lands agreed to be provided as last mentioned consist partly of Lands demised and agreed to be demised to the said Grand Junction Canal Company by the said several Articles of Agreement of the Twenty-second Day of *February* One thousand seven hundred and ninety-eight and the Twenty-fourth Day of *March* One thousand eight hundred and twelve, and partly of certain Lands being Parts of the said *Lower Field*; and further reciting, that the Act of the Fifty-second Year of His late Majesty contained no Provision for enabling the Parties to the Articles of Agreement therein set forth to do such Acts and to make and execute such Deeds and Assurances as should be necessary or proper for carrying the same Articles of Agreement into complete and legal Effect; and further reciting, that in consequence of the said Piece or Parcel of Land called *Lower Field* not having been used for the Purposes of the said Canal and the Works thereof the Company of Proprietors had no Power to hold the said Field, and the same was forfeited to His Majesty, which Forfeiture His Majesty had been graciously pleased to remit; it was (amongst other things) enacted, that the said Piece or Parcel of Land called *Lower Field*, purchased by the said Company of Proprietors of the Grand Junction Canal, as therein-before mentioned, and all His Majesty's Right and Interest, should be and the same was thereby vested in the said Company of Proprietors, their Successors and Assigns, discharged of all the Forfeiture to His said Majesty, His Heirs and Successors, under any Statute of Mortmain; and it was further enacted, that the said Company of Proprietors of the Grand Junction Canal should and they were thereby authorized and directed to sell all such Parts of the said Piece or Parcel of Land called *Lower Field* as had not been set out for public Streets as aforesaid, or agreed to be provided to the said Grand Junction Waterworks Company as therein-before mentioned, or as might not be wanted for the Roads and Ways therein-before mentioned, and the Pieces of Land marked X X and Y on the said

Plan, and intended to be conveyed by the said Company of Proprietors, in pursuance of the now stating Act, in exchange, as herein-after mentioned : And whereas another Act was passed in the Sixth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to enlarge 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*, after setting forth the several Objects then contemplated, and that the same could not be accomplished without the Aid and Authority of Parliament, upon the Petition of *William* then Lord Bishop of London, the said *Arthur Stanhope*, Sir *John Frederick Treise Morshead*, *Thomas Thistlethwayte*, *Elizabeth Thistlethwayte*, and the said *Arthur Stanhope* as Guardian of *Henry Frederick Thistlethwayte*, *Charles Thomas Webb* (whose Interest ceased on the said *Henry Frederick Thistlethwayte* attaining his said Age of Twenty-one Years), *Elizabeth Hughs*, *Charles Theomartyr Crane* Doctor of Divinity, then Curate of the said Parish of *Paddington*, *James Curtis* and *James Winkworth* (the then Churchwardens of the same Parish), enacted, that the said Sir *John Frederick Treise Morshead* should cease to be a Trustee for the Purposes of the said Indenture bearing Date on or about the Twenty-second Day of *May* One thousand seven hundred and ninety-five, and of the said Acts of Parliament and every of them, and the said *Thomas Thistlethwayte* should become and be a Trustee in his Place or Stead, and *Thomas Somers Cocks* of *Charing Cross* in the Liberty of *Westminster* in the County of *Middlesex*, Esquire, should become and be a Trustee in the Place or Stead of the said Sir *John Frederick*, then deceased : And whereas in an Indenture of Lease bearing Date on or about the First Day of *October* One thousand eight hundred and twenty-five, and made between the said *Arthur Stanhope*, *Thomas Thistlethwayte*, and *Thomas Somers Cocks*, therein described as the present Trustees for the Purposes of the said before-mentioned Act, for enabling the Lord Bishop of *London* to grant a Lease, with Powers of Renewal, of Lands in the Parish of *Paddington*, for the Purpose of building upon, and other Acts passed in the Forty-fourth, Forty-fifth, and Forty-eighth Years of the Reign of His said late Majesty King *George* the Third, and in the Sixth Year of the Reign of His late Majesty *George* the Fourth, for amending, altering, and enlarging the Powers of the first-mentioned Act of Parliament, of the First Part, the Right Honourable and Right Reverend Father in God *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* of *Surrey Street* in the *Strand* in the said County of *Middlesex*, Gentleman, of the Fourth Part, and *Thomas Hayward Budd* of *Bedford Row* in the said County of *Middlesex*, Gentleman, of the Fifth Part, it was witnessed, that in pursuance of the said Agreement of the Twenty-fourth Day of *March* One thousand eight hundred and twelve, and by virtue of the said several Acts of the Fifty-second Year of His late Majesty and the Fifth and Sixth Years of His late Majesty King *George* the Fourth, and of the

6 G. 4. c. 45.

Lease to
Grand Junction
Canal
Company,
1st Oct. 1825.

Powers and Authorities given by the said several Acts, and in obedience to and in compliance with the Directions thereof, and also in consideration of the Rent therein reserved, and of the Covenants on the Part of the said Company to be paid, fulfilled, and kept, the said Trustees, Parties thereto, did demise and lease, and the said Bishop did ratify and confirm, unto the last-mentioned Company and their Successors (amongst other Lands), all those Five Pieces of Land lying Southwardly and South-westwardly of and adjoining to the Lands demised by the said Indenture of the First Day of *June* One thousand seven hundred and ninety-eight, and containing in the whole Five Acres Two Roods and Four Perches, being further Parts of the Fields in the same Lease called *Home Field*, *Pond Field*, *Broom Field*, *Linney's Eight Acres*, *Linney's Four Acres*, and more particularly delineated in the Plan thereto annexed, and coloured Red, and marked A, B, C, D, E, and Parts of which Pieces A, B, and C formed Part of *Grand Junction Street*, and also Two Pieces of Land containing One Acre One Rood and Twenty-eight Perches, Part of *Broom Close* and *Hill Field*, lettered ZZ on the said Plan, and coloured Red, and situate in the said Parish of *Paddington*, and all Messuages, Dwelling Houses, Erections, and Buildings then erected or to be erected, to hold the same unto the said last-named Company of Proprietors, their Successors and Assigns, from the Twenty-fifth Day of *March* One thousand eight hundred and eleven, up to and until the Twenty-first Day of *May* One thousand eight hundred and ninety-four, at the clear yearly Rent, during the unexpired Residue of the said Term, of Five hundred and seventy Pounds Three Shillings, payable quarterly, as therein mentioned, and subject to the Covenants, Conditions, and Agreements in the now reciting Indenture contained on the Part of the same Company : And whereas the said Grand Junction Waterworks Company erected an additional Reservoir upon the said Piece of Land described in the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen as containing Two and a Half Acres, and fenced the same around by a Brick Wall to the Satisfaction of the Surveyor of the Company of Proprietors of the Grand Junction Canal : And whereas the said Grand Junction Waterworks Company did on or about the Twenty-seventh Day of *August* One thousand eight hundred and twenty-two give Notice in Writing to the said Grand Junction Canal Company of their Intention not to erect any Reservoirs upon the said other Piece of Land in the last-mentioned Articles described as containing about One Acre, and in consequence thereof the Possession of the last-mentioned Piece of Land has been wholly relinquished and given up to the said Grand Junction Canal Company, according to the Terms of the last-mentioned Articles of Agreement : And whereas by an Act passed in the Seventh Year of the Reign of His late Majesty King George the

7 G. 4. c. 140.

Fourth, intituled *An Act to amend an Act of His late Majesty's Reign, for confirming certain Articles of Agreement between the Company of Proprietors of the Grand Junction Canal and certain Persons, for supplying with Water the Inhabitants of Paddington and Places adjacent, in the County of Middlesex ; and also an Act of His said late Majesty's Reign, to alter certain Acts relating to the Grand Junction Canal, the Grand Junction Waterworks, and the Regent's Canal, in order to effect*

an Exchange of Water for the better Supply of the Regent's Canal Navigation and Grand Junction Waterworks; and for amending the Powers vested in the said Grand Junction Waterworks Company; and for other Purposes relating thereto, it was (amongst other things) enacted, that the said Company of Proprietors of the Grand Junction Waterworks should be and they were thereby ratified and established as a Company for making, improving, completing, and maintaining Waterworks, Aqueducts, Reservoirs, and other Works necessary for the Purpose of providing and supplying with good and wholesome Water from the said River *Thames* the Inhabitants of the several Buildings erected or to be erected within the said Parish of *Paddington*, and the Parishes and Streets adjacent, according to the Rules, Orders, and Directions therein-after expressed or referred to, and should for that Purpose be and continue one Body Politic and Corporate, by the Name of the Grand Junction Waterworks Company, and by that Name should have perpetual Succession and a Common Seal, and by that Name should or might sue and be sued at all Times thereafter; and it was further enacted, that it should be lawful for the said Company of Proprietors of the Grand Junction Canal, and they were thereby fully authorized and required, by Indenture under their Common Seal, to grant, release, assign, and convey to the said Grand Junction Waterworks Company, their Successors and Assigns, and at the Costs and Charges of the last-mentioned Company, all those the said several Pieces or Parcels of Land situate at *Paddington* aforesaid adjoining or near to a certain Street called *London Street*, containing or thereabouts, together with the Two Reservoirs already erected in and upon the same, and then in the Possession of the said Grand Junction Waterworks Company, together with the Steam Engine and Engine House thereunto belonging; and also all that the said other Piece or Parcel of Land situate at *Paddington* aforesaid, containing Two and a Half Acres or thereabouts, upon which said last-mentioned Land an additional Reservoir was erecting by the said Grand Junction Waterworks Company, which said Pieces of Land include certain Parts of the said Freehold Land called the *Lower Field*, purchased of the before-named *James Crompton* by the said Company of Proprietors of the Grand Junction Canal, as mentioned in the said Act of Parliament of the Fifth Year of the Reign of His late Majesty King *George* the Fourth, together with such Roads or Rights of Road as the said Grand Junction Waterworks Company were entitled to under the said Articles of Agreement of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, subject, nevertheless, to such Restrictions and Regulations as were applicable to the Freehold Lands thereby authorized and required to be granted, released, and assigned, to hold so much and such Parts of the several Pieces or Parcels of Land as originally formed Parts of the said Freehold Land called the *Lower Field* unto and to the Use of the said Grand Junction Waterworks Company, their Successors or Assigns for ever, and to hold the remaining Parts of the said Pieces or Parcels of Land for all such Term, Estate, Right, Title, Interest, Right or Benefit of Renewal, as the said Grand Junction Canal Company then had of, in, or to the same, but subject nevertheless to the Rents, Covenants, Provisoos, and Conditions reserved and contained in the Leases granted by the said Lord Bishop of *London* and his immediate

Conveyance
by Grand
Junction
Canal Com-
pany to Grand
Junction
Waterworks
Company,
11th Dec.
1827.

immediate Lessees to the said Grand Junction Canal Company, and that it should be lawful for the said Grand Junction Waterworks Company to accept all such Grants, Releases, and Assignments: And whereas by an Indenture bearing Date the Eleventh Day of *December* One thousand eight hundred and twenty-seven, and made between the Company of Proprietors of the said Grand Junction Canal of the one Part, and the Grand Junction Waterworks Company of the other Part, it is witnessed, that in pursuance of and in obedience to the said last-recited Act, and by virtue and in exercise of the Power or Authority thereby given, the said Company of Proprietors of the said Grand Junction Canal did grant, release, assign, and convey unto the said Grand Junction Waterworks Company, their Successors or Assigns, all those the said several Pieces or Parcels of Land situate at *Paddington* aforesaid, and adjoining or near to the said Street called *London Street*, together with the Two Reservoirs then already erected in or upon the same, and then and for several Years past in the Possession of the said Grand Junction Waterworks Company, together with the Steam Engine, Engine Mains, and Engine House thereto belonging; and also all that the said other Piece or Parcel of Land situate at *Paddington* aforesaid, containing Two and a Half Acres or thereabouts, upon which last-mentioned Land an additional Reservoir had been then recently erected by the said Grand Junction Waterworks Company, which said several Pieces or Parcels of Land include certain Parts of the said Freehold Land called the *Lower Field*, purchased of the said *James Crompton*, and also certain Parts of the said several Parcels of Land respectively called *Broom Close*, *Broom Field*, *Linney's Four Acres*, and *Linney's Eight Acres*, comprised in the said several Indentures of Lease of the First Day of *June* One thousand seven hundred and ninety-eight and the First Day of *October* One thousand eight hundred and twenty-five respectively, which said several Pieces or Parcels of Land, Hereditaments, and Premises thereby released, assigned, and conveyed, or expressed or intended so to be, were delineated or described in the Plan thereunder written or thereto annexed, and were for greater Accuracy coloured Yellow and Red, in like Manner as the said Plan therein-before and herein-before referred to was coloured, and in which Plan thereto annexed was distinguished what Part of the said Pieces or Parcels of Land and Premises was Freehold and what was Leasehold, and a true Copy of which said Plan, so coloured and distinguished as aforesaid, is annexed to this Act, together with all such Roads or Rights of Road to and from the said Reservoirs and Premises respectively as were proper and convenient for the free Use and Enjoyment thereof, and also such Rights of Entry into and upon the Embankments surrounding the said Reservoirs, according to the true Intent and Meaning of the several Articles of Agreement and Acts of Parliament therein-before mentioned or recited, and particularly the said Articles of the Twenty-sixth Day of *May* One thousand eight hundred and nineteen, and together with the Rights and Appurtenances thereunto belonging, and all the Estate, Title, Interest, Use, Trust, Inheritance, Term or Terms of Years, Right or Benefit of Renewal, and other Interest whatsoever, at Law and in Equity, of the said Company of Proprietors, in the Parcels of Land and Hereditaments, to hold so much and such Parts of the said several

several Pieces or Parcels of Land, Reservoirs, and Premises therein-before expressed, and intended to be thereby granted, released, assured, or otherwise conveyed, as originally formed Parts of the said Freehold Land called the *Lower Field*, purchased of the said *James Crompton*, with their Appurtenances, unto and to the Use of the said Grand Junction Waterworks Company, their Successors and Assigns for ever, freed, exonerated, and discharged from the perpetual Annuity or yearly Rent-charge of Three hundred and forty-nine Pounds Fifteen Shillings payable to the said *James Crompton*, his Heirs or Assigns, and all Contribution in respect thereof, and to hold the remaining or Leasehold Parts of the said several Pieces of Land and other the Premises therein-before expressed, and intended to be thereby granted, released, assigned, or otherwise assured, with their Appurtenances, unto the said Grand Junction Waterworks Company, their Successors and Assigns, thenceforth until the Twenty-first Day of *May* which will be in the Year One thousand eight hundred and ninety-four, being the Period at which the said several Leases or Terms granted by the said Indentures of the First Day of *June* One thousand seven hundred and ninety-eight and the said First Day of *October* One thousand eight hundred and twenty-five will expire, and for and during all such other Term or Terms, Estate, Title, and Interest, Right or Benefit of Renewal, as the said Company of Proprietors of the Grand Junction Canal then had of, in, or to the same, freed, exonerated, and discharged from the Payment of the said several yearly Rents of Eight hundred and eighty-four Pounds and Five hundred and seventy Pounds Three Shillings, reserved by the said Two several Indentures of Lease, but subject to the Observance and Fulfilment of the other Covenants, Conditions, and Agreements in the same several Indentures of Lease contained, and which thenceforth, by or on the Part and Behalf of the Lessees or Assignees of the said Premises thereby assigned, were or ought to be observed, fulfilled, and kept; and the said Grand Junction Waterworks Company did thereby, for themselves, their Successors and Assigns, covenant, promise, and agree to and with the said Company of Proprietors of the Grand Junction Canal, their Successors and Assigns, that they the said Grand Junction Waterworks Company, their Successors and Assigns, should and would, from Time to Time and at all Times thereafter, at their own proper Costs and Charges, repair, uphold, maintain, support, and keep the Buildings, Walls, Embankments, Mounds, and other external Supports of the said Reservoirs erected and made, and all Reservoirs which should be at any Time thereafter erected and made, upon the said last-mentioned Pieces or Parcels of Land or Ground and Premises, or any of them, in a good and sound State, and at all Times perfectly Water-tight (inevitable Accidents only excepted), and in particular should and would maintain good and sufficient Brick Walls round the Reservoir recently constructed upon the said Piece of Land described as containing Two and a Half Acres, and not exceeding the Height of the present Walls, and should not nor would at any Time or Times thereafter erect, build, or set up, or permit or suffer to be erected, built, or set up, on the last-mentioned Piece or Parcel of Land, any House or other Building or Erection whatsoever, without Consent in Writing for that Purpose first had and obtained under the Com-

[*Private.*]

mon Seal of the said Company of Proprietors of the Grand Junction Canal; and also that they the said Grand Junction Waterworks Company, their Successors or Assigns, should not nor would at any Time or Times thereafter grant, bargain, sell, assign, demise, or underlease, or in anywise convey or part with the Possession of all or any of the said several Pieces or Parcels of Land or Ground and Premises thereby granted, released, assigned, or otherwise assured, or any Part thereof, to any other Body, Politic or Corporate, or to any Person or Persons whomsoever, without the Licence or Consent in Writing of the said Company of Proprietors of the Grand Junction Canal for that Purpose first had and obtained, and should not nor would at any Time or Times thereafter use, employ, or apply the same several Pieces or Parcels of Land or Ground, or any of them, or any Part thereof, to or for any other Use, Purpose, or Employment whatsoever than as Reservoirs for Water, with the necessary Engines and Machinery relating thereto; and moreover, that they the said Grand Junction Waterworks Company, their Successors and Assigns, should and would, from Time to Time and at all Times thereafter, do, perform, and execute all and singular the Covenants, Agreements, and Undertakings of the said Company of Proprietors of the Grand Junction Canal for or in respect of or in anywise relating to the Powers and Privileges of providing and supplying with Water conferred upon them by the therein-before mentioned Act of the Thirty-eighth Year of the Reign of His late Majesty King *George* the Third, and should and would at all Times thereafter indemnify and keep harmless the said Company of Proprietors of the Grand Junction Canal, and their Successors, from and against all Losses, Costs, Charges, Damages, and Expences, Forfeiture and Re-entry, Causes of Forfeiture and Re-entry, Actions, Suits, and Demands whatsoever, for or in respect of the same Covenants, Agreements, and Undertakings, or in anywise relating thereto: And whereas the said *Elizabeth Thistlethwayte* duly made and published her last Will and Testament in Writing, dated the Fourteenth Day of *August* One thousand eight hundred and thirty-four, and she did thereby charge all her Real and Personal Estate, of what Nature or Kind soever, with the Payment of all such Legacies and Annuities as she should thereafter give by any Codicil or Codicils to that her Will, or by any testamentary Writing whatsoever; and, subject thereto, she 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 sole Executor of her said Will; and the said Testatrix gave to her Housekeeper, *Eliza Lawless*, an Annuity of One hundred Pounds, and to her Cook, *Mary Russel*, an Annuity of Fifty Pounds: And whereas the said Testatrix departed this Life on or about the Twenty-third Day of *April* One thousand eight hundred and thirty-seven, without having revoked or altered her said recited Will, which was duly proved by the said *Thomas Thistlethwayte* in the Prerogative Court of the Archbishop of *Canterbury*, shortly after her Decease: And whereas the said *Arthur Stanhope* departed this Life in or about the Month of *August* One thousand eight hundred and thirty-six: And whereas by an Order of the High Court of Chancery, bearing Date the Twentieth Day of *December* One thousand eight hundred and thirty-seven, and made in the Matter of the said

Act passed in the Sixth Year of the Reign of His late Majesty King George the Fourth, intituled *An Act to enlarge the Powers of several Acts passed in the Thirty-fifth, Forty-fourth, Forty-fifth, and Forty-eighth Years 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*, on the Petition of Charles James Lord Bishop of London, and of the said Thomas Thistlethwayte and Henry Frederick Thistlethwayte, the said Court did, pursuant to the said Act of Parliament passed in the Sixth Year of His said late Majesty King George the Fourth, nominate and appoint Christopher Hodgson of Dean's Yard, Westminster, in the County of Middlesex, to be a Trustee to supply the Place of the said Arthur Stanhope deceased, for the Purposes of the said Indenture of Lease bearing Date the Twenty-second Day of May One thousand seven hundred and ninety-five, in the Petition mentioned, and of the Acts of Parliament in the said Petition also mentioned, and every of them, 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, their Executors, Administrators, and Assigns, as by the said Act of the Sixth Year of His said late Majesty King George the Fourth was directed; and it was ordered that such Conveyance, Assignment, and Transfer should be settled by the Master of the Court in rotation, in case the Parties differed about the same: And whereas by Indenture bearing Date the Twenty-sixth Day of January One thousand eight hundred and thirty-eight, and made between the said Thomas Thistlethwayte and Thomas Somers Cocks of the First Part, the said Christopher Hodgson of the Second Part, and Thomas Porrett Hayes of Bedford Row in the County of Middlesex, Gentleman, of the Third Part, reciting the said Indenture of Lease dated the Twenty-second Day of May One thousand seven hundred and ninety-five, and that the Rents and Profits of the Estate vested in Trustees as aforesaid, after Payment of the Rent and other Outgoings, being considered as divided into Seventy-two Parts, the Lord Bishop of London for the Time being was entitled to One Third or Twenty-four Seventy-second Parts, and under the Title which was shown by the said recited Act passed in the Sixth Year of His said late Majesty King George the Fourth, and the said Will of the said Elizabeth Thistlethwayte, the said Thomas Thistlethwayte was entitled to Forty-two Seventy-second Parts, the said Henry Frederick Thistlethwayte, then of Minchinhampton in the County of Gloucester, was entitled to Five Seventy-second Parts, and Elizabeth Hughes Widow was entitled to the remaining Seventy-second Part, of the clear Rents and Profits of the said Estate, and reciting the said recited Order of the said Court of Chancery, it is witnessed, that in pursuance of the Directions in that Behalf contained in the said last-mentioned Act of Parliament the said Thomas Thistlethwayte and Thomas Somers Cocks did bargain, sell, assign, and transfer unto the said Thomas Porrett Hayes, his Executors, Administrators, and Assigns, all and singular the Site, Rectory, Messuages,

Messuages, Lands, Tenements, and other the Hereditaments and Premises which by virtue of the said recited Indenture of Lease of the Twenty-second Day of *May* One thousand seven hundred and ninety-five, and of the several therein-before mentioned Acts of Parliament, or any of them, or by any of the Means therein mentioned, had become vested in the said *Thomas Thistlethwayte* and *Thomas Somers Cocks*, as such surviving Trustees as aforesaid, and of which the said *Christopher Hodgson* was by the said Order of the Twentieth Day of *December* then last past appointed Trustee with them as aforesaid, and all the Rights, Members, and Appurtenances to the said Premises belonging, to hold the same unto the said *Thomas Porrett Hayes*, his Executors, Administrators, and Assigns, for the Residue then to come of the said Term of Ninety-nine Years, and of all other the Terms, Estates, and Interests (if any) which had become vested in the said *Thomas Thistlethwayte* and *Thomas Somers Cocks* as Trustees as aforesaid, upon Trust that the said *Thomas Porrett Hayes*, his Executors, Administrators, or Assigns, should thenceforth assign the same Premises, and all his or their Estate and Interest therein, by virtue of the now recited Assignment, unto the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, and Assigns, to be held and enjoyed by them upon the Trusts and for the Intents and Purposes, and with, under, and subject to the Powers and Provisoos then subsisting in the same Premises, and upon, for, with, under, and subject to which the same were and ought to be held under the said recited Act of Parliament passed in the Sixth Year of His said late Majesty King *George* the Fourth, and according to the said Order of the said Court of Chancery of the Twentieth Day of *December* then last past: And whereas by Deed Poll endorsed on the said last-recited Indenture, and dated the Twenty-seventh Day of *January* One thousand eight hundred and thirty-eight, the said *Thomas Porrett Hayes*, in pursuance and execution of the said Trust reposed in him by the said Indenture, did bargain, sell, assign, and transfer unto the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, and Assigns, all and singular the Site, Rectory, Messuages, Lands, Tenements, and other Hereditaments and Premises which were assigned to him the said *Thomas Porrett Hayes* in and by the said last-recited Indenture, with the Appurtenances, to hold the same unto the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, and Assigns, for and during all the Terms, Estate, and Interest of him the said *Thomas Porrett Hayes* therein, by virtue of the same Indenture, upon the Trusts, nevertheless, and for the Intents and Purposes, and with, under, and subject to the Powers and Provisoos in the said last-recited Indenture mentioned or referred to, and upon, for, with, under, and subject to which the same Premises were to be held: And whereas by Articles of Agreement bearing Date the Twenty-seventh Day of *May* last past, and made and entered into between the said *Charles James* Lord Bishop of *London* of the First Part, the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, therein described as being the Trustees in whom the Lease of the Lands and Grounds, Parcel of the See of the Bishop of *London*, situate in the Parish of *Paddington*

Agreement
between the
Bishop of
London, the
Trustees of
the Padding-
ton Estate,
the Grand
Junction

Paddington in the County of *Middlesex*, commonly called and therein after distinguished by the Name of the *Paddington* Estate, held of the said Bishop of *London*, is now vested, of the Second Part, the said Company of Proprietors of the Grand Junction Canal of the Third Part, and the Grand Junction Waterworks Company of the Fourth Part, reciting to the Effect herein-before recited; and reciting, that, pursuant to the Powers contained in the said Act of Parliament passed in the Fifth Year of His late Majesty King *William* the Fourth, the said Grand Junction Waterworks Company now take their Supply of Water from the South Side of the River *Thames* at *Kew* in the County of *Surrey*, and that they had constructed Engines and Waterworks and other Works for the Purposes of their Undertaking at or near *Kew Bridge* in the County of *Middlesex*; and reciting, that in consequence of the said Grand Junction Waterworks Company so taking their Supply of Water from the River *Thames* at *Kew*, and of the Works so made and erected near *Kew Bridge* for the Purposes of their said Undertaking as aforesaid, it had become unnecessary for the said Grand Junction Waterworks Company to maintain their Reservoirs and other Works at *Paddington*, which may with greater Convenience be removed to another Site belonging to the said Grand Junction Waterworks Company situate at *Camden Hill* in the Parish of *Kensington*; and reciting, that the Sites of the present Reservoirs and other Works of the said Grand Junction Waterworks Company at *Paddington* aforesaid are very valuable as Building Ground, and that the said Company are desirous of letting the same upon Building Leases, and that they had for that Purpose applied to the said *Charles James* Lord Bishop of *London*, and the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, as such Trustees of the said Lease held of the said Bishop of *London*, to consent to the Application of such Parts as are Leasehold of the said Sites to Building Purposes, to which they, being satisfied that it will tend greatly to the Improvement of the said *Paddington* Estate, have consented, upon Condition that the said Sites, as well the Freehold as the Leasehold Parts thereof, shall be laid out, and the Messuages and Buildings thereon erected be of such a Class and Description, as should be approved by the Surveyor or Surveyors for the Time being of the said *Paddington* Estate, and also upon Condition that the said Grand Junction Waterworks Company shall give up and relinquish, for the Site of an intended Hospital, the Plot or Piece of Leasehold Land situate at the East End of the Upper North Reservoir, as shown on the said Plan annexed to the said Articles of Agreement, and to contain in Front Two hundred Feet, running from North to South, and in Depth One hundred and eighty Feet from East to West, and also shall give up and relinquish the Plot or Piece of Leasehold Land at the East End of the Upper South Reservoir, as shown on the said annexed Plan, to be appropriated for the Site of an intended new Church, containing in Front Seventy Feet, and in Depth not exceeding One hundred Feet, and that the said Company of Proprietors of the Grand Junction Canal have, upon the Application of the said Grand Junction Waterworks Company, consented to the Removal of the said Reservoirs and other Works of the said Grand Junction Waterworks Company from their present Sites, and to the Appropriation of the same Sites to Building

Canal Company, and the Grand Junction Waterworks Company, 27th May 1844.

[*Private.*]

10 C

Purposes,

Purposes, discharged of all the restrictive Covenants and Provisions respectively contained in the said recited Indenture dated the Eleventh Day of *December* One thousand eight hundred and twenty-seven, on the Part of the said Grand Junction Waterworks Company to be observed as aforesaid, and the said Act passed in the Seventh Year of His late Majesty King *George* the Fourth, upon the Terms and under the Stipulations herein-after provided and contained; it is by the Articles of Agreement now in recital witnessed, and mutually covenanted and agreed by and between the said Parties thereto, on behalf of themselves respectively and their respective Successors, and all other Persons claiming or to claim through or under or jointly interested with them respectively, in manner following; (that is to say,) that the said Grand Junction Waterworks Company shall and will forthwith, on and after the passing of an Act of Parliament to be applied for in the present or next succeeding Session of Parliament, erect, make, and complete on their said Ground at *Camden Hill* aforesaid, and at all Times thereafter maintain, all proper and sufficient Reservoirs and other Works for obtaining and collecting a sufficient Supply of Water from the *Thames* at *Kew* aforesaid, and convey and supply the same, by all proper and sufficient Pipes, Machinery, and other Works, to the Inhabitants of the Parish of *Paddington*, and the Parishes and Streets adjacent, as the said Company have heretofore done by means of their present Reservoirs and other Works at *Paddington* aforesaid so proposed to be removed, and in particular shall and will from Time to Time and at all Times supply the several Lessees or Tenants of the Estate belonging to the See of the Bishop of *London* (including the Inhabitants of the Houses proposed to be built on the Sites of the said present Reservoirs and other Works of the said Company) with an equal Supply of Water, to be conveyed from and by means of their said intended new Reservoirs and others Works to be erected and made at *Camden Hill* aforesaid, at the like Rate and in the like Manner as provided by the said recited Act passed in the Fifty-first Year of His said late Majesty King *George* the Third; that when and so soon as the said intended Reservoirs and other Works so covenanted and agreed to be erected and made by the said Grand Junction Waterworks Company, for obtaining and collecting such Supply of Water, and for conveying and supplying the same as aforesaid, shall have been erected and completed, then and thenceforth the said Grand Junction Waterworks Company shall stand and be released and discharged from all and singular the Covenants and Restrictions in and by the said recited Indenture or Conveyance, dated the Eleventh Day of *December* One thousand eight hundred and twenty-seven, contained, on the Part of the said Grand Junction Waterworks Company to be observed and performed, and also from all the Provisions in that Behalf contained in the said Act passed in the Seventh Year of His said late Majesty King *George* the Fourth, as respectively aforesaid, and shall thenceforth hold the said several Pieces or Parcels of Land, Reservoirs, and other Works, Hereditaments, and Premises by the same Indenture conveyed and assigned as aforesaid, released and discharged of and from all Right, Title, and Interest whatsoever, at Law and in Equity, of the said Grand Junction Canal Company, and of and from all

Obligation to maintain the said Reservoirs and other Works, and to use the said Pieces or Parcels of Land for no other Purpose than as now used; and that thenceforth it shall be lawful for the said Grand Junction Waterworks Company altogether to discontinue the Use of the said Reservoir and other Works at *Paddington* aforesaid, and wholly to pull down and remove the same, and to convert and apply the Sites thereof, and all the said Lands and Grounds, (save and except the Two Plots or Pieces of Leasehold Land which are agreed to be relinquished and given up for Sites of an intended Hospital and new Church, as therein-after and herein-after mentioned,) to Building Purposes, and then and thenceforth also the said Company of Proprietors of the Grand Junction Canal, and their Successors, shall stand and be for ever released and discharged from all and singular the Covenants, Agreements, and Undertakings for or in respect of or anywise relating to the Powers and Privileges of providing and supplying with Water conferred upon them by the said Act of the Thirty-eighth Year of His said late Majesty King *George* the Third, and all Losses, Costs, Charges, Damages, and Expences, Forfeitures and Re-entry, and Causes of Forfeiture and Re-entry, Actions, Suits, and Demands whatsoever, for or in respect of the same Covenants, Agreements, and Undertakings; that when and so soon as the said intended Reservoirs and other Works so covenanted and agreed to be erected and made by the said Grand Junction Waterworks Company shall have been so erected and completed, the said Grand Junction Waterworks Company shall and will effectually surrender unto the said *Thomas Thistlethwayte, Thomas Somers Cocks, and Christopher Hodgson*, or the immediate Lessees in trust for the Time being of the said Bishop of *London*, all such Parts as are Leasehold of the said several Pieces or Parcels of Land and Premises comprised in and conveyed and assigned by the said recited Indenture dated the Eleventh Day of *December* One thousand eight hundred and twenty-seven, as aforesaid, the Lessees in trust thereby agreeing to accept, and the said *Charles James* Lord Bishop of *London*, and also the said Company of Proprietors of the Grand Junction Canal, thereby consenting that the said Grand Junction Waterworks Company shall and may make, and that the said Lessees shall and may accept, such Surrender or Surrenders as aforesaid, but subject and without Prejudice to the Rest of the Premises comprised in the said Two herein-before in part recited Indentures of Lease which will remain vested in the said Grand Junction Canal Company being subject to the Payment of the whole of the Rents, and to the Performance of the Covenants, Provisoes, and Agreements therein respectively reserved and contained; that upon the Execution of such Surrender or Surrenders as last mentioned the said *Thomas Thistlethwayte, Thomas Somers Cocks, and Christopher Hodgson*, or the Survivors or Survivor of them, or the Lessees or Lessee in trust for the Time being of the said Bishop of *London*, shall demise and lease, and their Cestuique Trust, and the Lord Bishop of *London* for the Time being, shall ratify and confirm, unto the said Grand Junction Waterworks Company and their Successors, all the same several Pieces or Parcels of Land and Premises to be so surrendered as aforesaid (save and except the Plot or Piece of Land situate at the East End of the Upper North Reservoir, as shown in the Plan annexed to the said Articles of Agreement, containing in front
towards

towards *Preschell Street* Two hundred Feet, running from North to South, and in Depth One hundred and eighty feet, running from East to West, and also save and except the Plot or Piece of Ground situate at the East End of the Upper South Reservoir, as shown on the said Plan, containing in front towards *Preschell Street* aforesaid Seventy Feet, running from North to South, and in Depth One hundred Feet, running from East to West), to hold the same unto the said Grand Junction Waterworks Company, their Successors and Assigns, for a Term of Ninety-nine Years, wanting One Day, to be computed and commence from the Twenty-first Day of *May* which was in the Year One thousand seven hundred and ninety-five, at the yearly Rent of a Peppercorn, and under and subject to the Covenants, Restrictions, Provisoos, and Conditions therein-after and herein-after mentioned or referred to, and also shall renew, ratify, and confirm the same Lease at the End of the first Fifty Years of the said Term of Ninety-nine Years, wanting One Day, on Payment or Tender of a Fine of Twenty Shillings, for a further Term of Ninety-nine Years, wanting One Day, from the End of the said Fifty Years, and so continue to renew, ratify, and confirm the Lease for the Time being to be so granted for a further Term of Ninety-nine Years, wanting One Day, at the End of the first Fifty Years next after the Commencement of every such respective Lease so thereby meant and intended to be thereafter continued to be granted by way of Renewal at the End of every such Fifty Years, on Payment or Tender of such Fine as aforesaid, of all which there shall be Two Counterparts; that such Lease and Leases so to be granted and renewed to the said Grand Junction Waterworks Company, their Successors and Assigns, shall sufficiently authorize and empower the said Company to take down all or any Part or Parts of the Buildings and other Erections, and Reservoirs and Works, now standing upon the said Land and Premises to be so demised and leased to them as aforesaid, and to convert and dispose of the Materials thereof to such Uses and Purposes as they shall think proper, and shall also sufficiently authorize and empower the said Grand Junction Waterworks Company, their Successors and Assigns, from Time to Time to demise or lease all or any Part or Parts of the Premises to be comprised in such Lease and Leases so to be granted and renewed to the said Company as aforesaid, unto any Person or Persons whomsoever, upon One or more Building or Repairing Lease or Leases, and with all usual and reasonable Liberties, Privileges, and Facilities for such Purposes, for any Term or Terms of Years consistent with their Estate and Interest therein, under such Restrictions, Reservations, Covenants, and Provisoos, Conditions, Agreements, or other Regulations, and in such Manner and Form, as the said Company, or their general Board of Directors for the Time being, shall from Time to Time think proper, and also to lay out and appropriate any Part of the said Lands thereby agreed to be demised as aforesaid as and for a Garden or Gardens to the Messuages which shall be built upon the said Lands and Premises, or as or for a Way or Ways, Passage or Passages, for the Use and Convenience of the Lessees or other Tenants or Occupiers of the said Premises or any Part thereof, or as public Streets, Squares, Lanes, Paths, and Passages, as the said Grand Junction Waterworks Company, their Successors or Assigns, or their general Board of Directors for the Time being, shall think meet and convenient

convenient, so as all such public Streets, Squares, and Lanes be open and free for all manner of Persons whomsoever, with or without Horses, Carts, or Carriages, to go, pass, and repass in, through, and over the same, free and unmolested, and not liable to any Toll or Tolls whatever for so doing, or to any private Bar or Gate whatever to obstruct or hinder such free Passage and Communication; but it is thereby expressly covenanted and agreed by and between the said *Charles James Bishop of London*, and his said Lessees, Parties thereto, and the said Grand Junction Waterworks Company, and it is declared to be the true Intent and Meaning of the now reciting Articles of Agreement, and of the said Parties thereto, that all and singular the Messuages and other Erections and Buildings to be erected and built on the said Pieces or Parcels of Land, as well on such Parts as are Freehold as on such Parts as are Leasehold, shall be respectively of such Class or respective Classes as shall have been previously approved by the Surveyor or Surveyors for the Time being of the said *Paddington Estate*, whose Charges for the same shall be paid by the said Grand Junction Waterworks Company, and that the Houses to be built next *Grand Junction Street* shall stand back from the said Street, and range in a Line with the Houses already built on the North Side of the said Street, and the Ground in front thereof shall be used only as a Garden or Gardens for the said Houses, with or without Carriage Entrances to the same; and it is also thereby covenanted and agreed that the said herein-before excepted Plot or Piece of Ground situate at the East End of the said Upper North Reservoir shall be appropriated for and be the Site of an intended Hospital, to be called

of which it is particularly agreed that the West Side, if made a principal or front Elevation, shall be of an ornamental Character, and if not made a principal or front Elevation, that no Door or Entrance shall be made therefrom into any Road or Street to be made by the Grand Junction Waterworks Company adjoining thereto, without the Consent of the said Company, and that the said herein-before excepted Plot or Piece of Ground situate at the East End of the said Upper South Reservoir shall be appropriated for and be the Site of an intended new Church; and further, the said Grand Junction Waterworks Company shall and will, at any Time within the Space of One Year from the Day of the Date thereof, if required so to do by the Committee for the Management of the said Hospital, or the Governors thereof, or other Person or Persons in whom the same or the Site for the same shall be then vested, sell and convey to the Person or Persons in whom the said Hospital or the Site for the same shall be then vested, such additional Piece of Ground, not exceeding Fifty Feet in Depth, along the whole of the West Side of the said Plot or Piece of Ground so intended for an Hospital as aforesaid, as such Person or Persons may require, for the Purpose of enlarging the Space for the said intended Hospital, at a Price to be calculated at and after the Rate of Sixteen Shillings *per* Foot Lineal upon such Depth, at Twenty-five Years Purchase; and lastly, it is thereby mutually covenanted and agreed by and between the said Parties thereto, that an Act of Parliament shall be applied for in the present or succeeding Session of Parliament to carry into effect that Agreement, or such Parts thereof as might be necessary, and the Expences, as well of that Agreement and of applying for and obtaining such Act of Parliament for carrying the same into effect, and all Costs and Expences to be

[*Private.*]

10 *d*

incident

incident thereto, shall be wholly borne and defrayed by the said Grand Junction Waterworks Company: And whereas since the Execution of the said recited Articles of Agreement dated the Twenty-seventh Day of *May* One thousand eight hundred and forty-four the said Grand Junction Waterworks Company, in order to facilitate the Objects thereby contemplated, and the obtaining of an Act of Parliament for effecting the same, have agreed to relinquish their Purpose of letting the said Lands and Grounds, the Sites of their said Works, upon Building Leases, and have agreed, that when and so soon as such Surrender or Surrenders shall have been made of the said Leasehold Parts of the said Sites, Lands, and Grounds, and such new Lease or Leases shall have been executed to the said Company, and when and so soon as the said Company shall have taken down and removed all their said Buildings, Erections, Reservoirs, and Works respectively, pursuant to the said last-mentioned Articles of Agreement, they the said Company shall, with all convenient Speed, sell and dispose of all the said Sites, Lands, and Grounds, both Freehold and Leasehold, to One or more Purchaser or Purchasers, who shall be entitled to the full Benefit of all the Covenants and Agreements in and by the same Articles of Agreement entered into for the Benefit of the said Company, and shall be bound by all the Covenants and Agreements thereby entered into by the said Company: And whereas it would tend greatly to the Improvement of the said *Paddington* Estate, and to the Benefit of the said Bishop of *London* and his Lessees, and to the Advantage of the said Grand Junction Waterworks Company, if the said recited Articles, with such Variation as aforesaid, were performed and carried into effect; but which Purpose cannot be accomplished without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, *Charles James* Lord Bishop of *London*, *Thomas Thistlethwayte*, *Thomas Somers Cocks*, *Christopher Hodgson*, *Henry Frederick Thistlethwayte*, *Elizabeth Hughs*, the Grand Junction Waterworks Company, and the Company of Proprietors of the Grand Junction Canal, 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, That the said recited Articles of Agreement dated the Twenty-seventh Day of *May* in the present Year, and every Clause, Matter, and Thing therein contained, but with such Variation as herein-before is mentioned and herein-after is enacted, shall be and the same is and are hereby absolutely ratified, confirmed, and established, and shall be binding and conclusive on all the Parties to the same Articles of Agreement respectively, and their respective Successors, Substitutes, Executors, Administrators, or other Representatives and Assigns, and all Persons whomsoever claiming or to claim by, from, through, under, or in trust for them respectively, and shall take effect and may be enforced, as fully and effectually, to all Intents and Purposes, but with such Variation as aforesaid, as the same would have been and done if the same Articles of Agreement, and every Clause, Matter, and Thing therein contained, had been specifically and severally set forth and enacted in and by this Act, with such Variation as aforesaid.

Agreement of
the 27th May
1844 con-
firmed.

II. And

II. And be it enacted, That all and singular the Acts, Deeds, Works, Matters, and Things in and by the said recited Articles of Agreement dated the Twenty-seventh Day of *May* in the present Year covenanted, agreed, authorized, consented to, or provided to be made, done, executed, performed, or observed, and which but for this Act could not be lawfully made, done, executed, performed, or observed, or authorized or consented to, shall and may after the passing of this Act (but with such Variation as aforesaid) be lawfully made, done, executed, performed, authorized, and consented to respectively, and that this Act shall at all Times operate and extend, and be construed and held and taken, to remove any legal Incapacity, and to supply and give every Power, Authority, and Facility requisite and necessary for carrying the said recited Articles of Agreement dated the Twenty-seventh Day of *May* in the present Year, and every Covenant, Agreement, Clause, Provision, Matter, and Thing therein contained, with such Variation as aforesaid, into full and complete Effect, any Law, Rule, Practice, or Usage to the contrary notwithstanding.

Authorizing
Performance
of Acts cove-
nanted, &c.
to be done
by Agree-
ment of the
27th May
1844.

III. Provided always, and be it enacted, That a Certificate in Writing under the Hand of the Surveyor for the Time being of the said Grand Junction Waterworks Company, their Successors or Assigns, and also under the Hand of the Surveyor for the Time being of the said Lord Bishop of *London* or his Successors, and the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, or Assigns, or any Lessee or Lessees under any renewed Lease by the Lord Bishop of *London* for the Time being, his, her, or their Executors, Administrators, or Assigns, certifying that in the Opinion of the said Surveyors the Reservoirs and other Works at *Camden Hill*, by the said recited Articles of Agreement of the Twenty-seventh Day of *May* One thousand eight hundred and forty-four covenanted and agreed to be erected, made, and completed by the said Grand Junction Waterworks Company, have been duly erected, made, and completed, in pursuance of the Covenant in that Behalf in the same Articles of Agreement contained, shall be a sufficient Warrant and Authority for the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, and Assigns, or any Lessee or Lessees under any renewed Lease by the Lord Bishop of *London* for the Time being, his, her, or their Executors, Administrators, or Assigns, to accept the Surrender by the said last-mentioned Articles of Agreement covenanted and agreed to be made by the said Grand Junction Waterworks Company as aforesaid, and to demise and lease, and for the Lord Bishop of *London* for the Time being to ratify and confirm, unto the said Grand Junction Waterworks Company, their Successors and Assigns, the Lands by the same Articles of Agreement covenanted and agreed to be demised and leased to the said last-mentioned Company, their Successors and Assigns, as aforesaid; and the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Heirs, Executors, Administrators, and Assigns, and any Lessee or Lessees under any renewed Lease by the Lord Bishop of *London* for the Time being, his, her, or their Heirs, Executors, Administrators, and Assigns, and the Lord Bishop of *London* for the Time being, shall respectively thenceforth

Certificates
of the respec-
tive Surveyors
of the Grand
Junction
Waterworks
Company,
and of the
Bishop of
London, that
the Reser-
voirs, &c. at
Camden Hill
have been
completed,
to be a suf-
ficient Autho-
rity to accept
a Surrender,
and to grant
a Lease, in
pursuance of
Articles of
Agreement
of 27th May
1844.

thenceforth be effectually exonerated and discharged from all Liability (if any) by reason or on account of the Acceptance of such Surrender; and after the making of such Demise, Lease, and Confirmation as aforesaid no Person or Persons taking any Estate or Interest by, from, or under the said Grand Junction Waterworks Company, in or out of the said Lands to be so demised and leased to the said Company as aforesaid, or in or out of the said Freehold Lands released and conveyed by the said recited Indenture of the Eleventh Day of *December* One thousand eight hundred and twenty-seven, shall be obliged to inquire or ascertain whether or not the said Reservoirs and other Works so covenanted and agreed to be erected, made, or completed by the said Grand Junction Waterworks Company as aforesaid have been duly erected, made, and completed.

As soon as Leasehold Lands shall have been surrendered, and a new Lease executed to the Grand Junction Waterworks Company, the Buildings, &c. on the Freehold and Leasehold Lands to be pulled down and removed.

IV. Provided always, and be it enacted, That when and so soon as the said Leasehold Lands assigned by the herein-before mentioned Indenture of the Eleventh Day of *December* One thousand eight hundred and twenty-seven shall have been duly surrendered by the said Grand Junction Waterworks Company, in pursuance of the Covenant in that Behalf contained in the herein-before recited Articles of Agreement of the Twenty-seventh Day of *May* One thousand eight hundred and forty-four, and such new Lease shall have been executed to them as in the said Articles is provided, the said Grand Junction Waterworks Company, their Successors or Assigns, shall forthwith with all convenient Speed pull down and remove, or cause to be pulled down and removed, all and every the Buildings and other Erections and Reservoirs and Works standing and being upon the said Leasehold Lands, and also upon the said Freehold Lands released and conveyed by the said last-mentioned Indenture, or upon any Part or Parts of the same Freehold or Leasehold Lands.

After the Removal of the Works the Lands to be laid out according to the Conditions and Restrictions of 27th May 1844.

V. Provided also, and be it enacted, That after the said Buildings and other Erections and Reservoirs and Works shall have been pulled down and removed as aforesaid the said Leasehold Lands by the said Articles of Agreement of the Twenty-seventh Day of *May* One thousand eight hundred and forty-four agreed to be demised to the said Grand Junction Waterworks Company, and also the said Freehold Lands, shall be laid out and appropriated only for such Building Purposes, and in such Manner, and subject to such Approval and Restrictions, as are in and by the said recited Articles of Agreement of the Twenty-seventh Day of *May* One thousand eight hundred and forty-four mentioned and contained or imposed in regard to the laying out and Appropriation of the Lands by the same Articles of Agreement agreed to be demised to the said Grand Junction Waterworks Company, their Successors and Assigns, and the said Leasehold and Freehold Lands shall not at any Time or Times hereafter be laid out, appropriated, or used in any other Manner or for any other Purpose or Purposes whatsoever, without the Licence in Writing of the Lord Bishop of *London* for the Time being and his said Lessees, or the Lessees in trust for the Time being of the existing or any such renewed Lease as aforesaid.

Trustees may accept Surrender and

VI. Provided always, and be it enacted, That the Surrender to be made by the said Grand Junction Waterworks Company as aforesaid, and

and the first and every renewed Lease to be granted to the said Grand Junction Waterworks Company, their Successors and Assigns, in pursuance of the said recited Articles of Agreement of the Twenty-seventh Day of *May* One thousand eight hundred and forty-four, and this Act, may be respectively accepted, made, and granted by the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, or Assigns, or any Lessee or Lessees under any renewed Lease by the Lord Bishop of *London* for the Time being, his, her, or their Executors, Administrators, or Assigns, without any Concurrence of, by, or on the Part of his, her, or their Cestuique Trusts for the Time being, or any of them, and notwithstanding the same Cestuique Trusts or any of them may be under Disabilities.

grant Lease, in pursuance of the Agreement, without the Concurrence of their Cestuique Trusts.

VII. And be it enacted, That the said Grand Junction Canal Company shall continue to bear and pay the whole of the Rents reserved by the Indentures of Lease of the First Day of *June* One thousand seven hundred and ninety-eight and the First Day of *October* One thousand eight hundred and twenty-five, and that all and singular the Covenants, Powers, Provisoes, and Agreements in the said Indenture of Lease of the First Day of *June* One thousand seven hundred and ninety-eight contained shall, as regards the Lands by the same Indenture of Lease demised which have not been surrendered by the *Great Western* Railway Company, or agreed to be surrendered by the said Grand Junction Waterworks Company, and that all and singular the Covenants, Powers, Provisoes, and Agreements in the said Indenture of Lease of the First Day of *October* One thousand eight hundred and twenty-five contained shall, as regards the Lands by the said last-mentioned Indenture of Lease demised, and which have not been so surrendered or agreed to be surrendered as aforesaid, respectively remain and be of the same Force, Validity, and Effect, to all Intents and Purposes whatsoever, as the same respectively would have been if the Lands respectively comprised in the said Indentures of Lease, and which have not been so surrendered or agreed to be surrendered as aforesaid, had been originally the only Lands comprised therein, and the Rents by the same Indentures of Lease respectively reserved and made payable had been originally reserved and made payable in respect of such Lands exclusively.

Grand Junction Canal Company to continue liable to the Rents reserved by Leases of 1st June 1798 and 1st October 1825.

VIII. And be it enacted, That it shall be lawful for the said Lord Bishop of *London*, or his Successor for the Time being, and the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, or Assigns, or the Lessees or Lessee for the Time being under the said Indenture of Lease dated the Twenty-second Day of *May* One thousand seven hundred and ninety-five, or any Renewal thereof, or their or his Executors, Administrators, or Assigns, to appropriate and set apart, and he and they are hereby required to appropriate and set apart, and to convey, by Deed or Deeds, to be enrolled in Her Majesty's High Court of Chancery within Six Calendar Months after the Day of the Date thereof, the said Plot or Piece of Ground so in and by the said recited Articles of Agreement dated the Twenty-seventh Day of *May* in the present Year agreed to be appropriated for the Site

Authorizing Appropriation, &c. of a Piece of Ground as a Site for Hospital.

[Private.]

10 e--f

of

of the intended Hospital as aforesaid, unto *Benjamin Bond Cabbell* of the *Middle Temple* in the City of *London*, Esquire, the Reverend *Archibald Montgomery Campbell*, Perpetual Curate of the Parish of *Paddington* in the County of *Middlesex*, Clerk, *Frederick Madon* of No. 5, *Northwick Terrace*, in the Parish of *Marylebone* in the County of *Middlesex*, a Captain in Her Majesty's Navy, and *Henry Morris Kemshead* of *Westbourn* in the said Parish of *Paddington*, Esquire, their Heirs and Assigns, in trust for the Purposes of the said Hospital.

Authorizing
Appropriation,
&c. of
Piece of
Ground as
a Site for
new Church.

IX. And be it enacted, That it shall be lawful for the said Lord Bishop of *London*, or his Successor for the Time being, and the said *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, their Executors, Administrators, or Assigns, or the Lessees or Lessee for the Time being under the said Indenture of Lease dated the Twenty-second Day of *May* One thousand seven hundred and ninety-five, or any Renewal thereof, or their or his Executors, Administrators, or Assigns, and he and they are hereby required to appropriate and set apart the said Plot or Piece of Ground so in and by the said recited Articles of Agreement agreed to be appropriated as or for the Site of a new Church, as and for the Site of a new Church accordingly, and by a Deed, to be enrolled as aforesaid, to convey unto and vest the same Plot or Piece of Ground in a Trustee or Trustees to be appointed for that Purpose by the said Lord Bishop of *London* for the Time being, and his or their Heirs or Assigns, or to convey the same to the Commissioners appointed for carrying into execution the Purposes of an Act passed in the Fifty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for building and promoting the building of additional Churches in populous Parishes*, and another Act passed in the Fifty-ninth Year of the Reign of His said late Majesty, intituled *An Act to amend and render more effectual an Act passed in the last Session of Parliament, for building and promoting the building of additional Churches in populous Parishes*, and another Act passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act to amend and render more effectual Two Acts, passed in the Fifty-eighth and Fifty-ninth Years of His late Majesty, for building and promoting the building of additional Churches in populous Parishes*, and another Act passed in the Fifth Year of the Reign of His said late Majesty King *George* the Fourth, intituled *An Act to make further Provision, and to amend and render more effectual Three Acts, passed in the Fifty-eighth and Fifty-ninth Years of His late Majesty and in the Third Year of His present Majesty, for building and promoting the building of additional Churches in populous Parishes*, and another Act passed in the Seventh and Eighth Years of His said late Majesty King *George* the Fourth, intituled *An Act to amend the Acts for building and promoting the building of additional Churches in populous Parishes*, and another Act passed in the First and Second Years of His late Majesty King *William* the Fourth, intituled *An Act to amend and render more effectual an Act passed in the Seventh and Eighth Years of the Reign of His late Majesty, intituled 'An Act to amend the Acts for building and promoting the building of additional Churches in populous Parishes,' and another Act passed in the Second and Third Years of His said late Majesty*
King

58 G. 3. c. 45.

59 G. 3. c. 134.

3 G. 4. c. 72.

5 G. 4. c. 103.

7 & 8 G. 4.
c. 72.

1 & 2 W. 4.
c. 38.

King *William* the Fourth, intituled *An Act to render more effectual an Act passed in the Fifty-ninth Year of His late Majesty King George the Third, intituled 'An Act to amend and render more effectual an Act passed in the last Session of Parliament, for building and promoting the building of additional Churches in populous Parishes,'* and another Act passed in the Seventh Year of His late Majesty King *William* the Fourth and the First Year of Her present Majesty, intituled *An Act to prolong for Ten Years Her Majesty's Commission for building new Churches,* and another Act passed in the First and Second Years of Her present Majesty, intituled *An Act to amend and render more effectual the Church Building Acts,* and another Act passed in the Third and Fourth Years of Her present Majesty, intituled *An Act to further amend the Church Building Acts,* or in such Manner as the said Commissioners may direct.

2 & 3 W. 4.
c. 61.7 W. 4. &
1 Vict. c. 75.1 & 2 Vict.
c. 107.3 & 4 Vict.
c. 60.

X. And be it enacted, That when and so soon as such Surrender or Surrenders of the existing Leases of such Parts as are Leasehold of the said Pieces or Parcels of Land or Ground, the Sites of the aforesaid Reservoirs and other Works, shall have been made, and such new Lease or new Leases shall have been executed to the said Grand Junction Waterworks Company, (and which Surrender or Surrenders and new Lease or Leases are hereby authorized to be made either before or when or after the said existing Leases shall have come in regular Course to be renewed,) and when and so soon as the said Company shall have taken down and removed all their said Buildings, Erections, Reservoirs, and Works respectively, pursuant to or in accordance with the said recited Articles of Agreement dated the Twenty-seventh Day of *May* One thousand eight hundred and forty-four, it shall be lawful for the said Grand Junction Waterworks Company and they are hereby required, with all convenient Speed, to make sale and absolutely dispose of, and by Indenture or Indentures under their Common Seal to grant and convey, as well all the said Leasehold Pieces or Parcels of Land or Ground or Sites to be in such new Lease or Leases respectively comprised and demised to them as aforesaid, for all the Term or Terms of Years to be therein granted, and with the full Benefit of such Covenants for or Rights of or to Renewals from Time to Time as aforesaid, as also such Parts as are Freehold of all the said Pieces or Parcels of Ground or Sites, and the Inheritance thereof in Fee Simple, any thing in the said last-mentioned Articles of Agreement or in this Act contained, or any other Law, Statute, or Custom, to the contrary thereof in anywise notwithstanding; and upon Payment of the Money which shall arise by such Sale or Sales it shall be lawful for the Treasurer or Treasurers for the Time being of the said Grand Junction Waterworks Company to sign and give Receipts for the Money for which the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money which in such Receipt or Receipts shall be expressed to be received, and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or any Part thereof.

Grand Junction
Company to make
sale of the
Lands.

XI. And be it enacted, That all and every Purchasers and Purchaser of and from the said Grand Junction Waterworks Company, under

Purchasers to
be entitled
to the Benefit

of the Articles of Agreement, and to be bound by the Covenants and Agreements therein contained on the Part of the Company.

under the Power last herein-before contained, and his and their respective Heirs, Executors, Administrators, and Assigns, shall, in respect of and so far as concerns the Land or Ground to be by him or them respectively purchased, be entitled to the full Benefit and Advantage of all and singular the Covenants and Agreements in and by the said recited Articles of Agreement dated the Twenty-seventh Day of *May* One thousand eight hundred and forty-four entered into with and for the Benefit of the said Company, and shall be bound by and subject and liable to the Observance and Performance of all and singular the Covenants and Agreements in and by the same Articles of Agreement entered into by the said Company, and the Restriction in this Act contained respectively, by or on the Part of the said Company, their Successors or Assigns, to be observed and performed, or such of the last-mentioned Covenants and Agreements as shall at the Time of such Purchase or respective Purchases remain to be observed and performed.

General Saving.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, other than and except the said *Charles James* Bishop of *London* and his Successors, *Thomas Thistlethwayte*, *Thomas Somers Cocks*, and *Christopher Hodgson*, as such Trustees of the said Lease dated the Twenty-second Day of *May* One thousand seven hundred and ninety-five as aforesaid, and their Executors, Administrators, and Assigns, and the Trustees or Trustee for the Time being of every Renewal of the same Lease, and the said *Thomas Thistlethwayte*, *Frederick Thistlethwayte*, and *Elizabeth Hughs*, in their own respective Rights, and their respective Executors, Administrators, and Assigns, and the said Company of Proprietors of the Grand Junction Canal, (but to the Extent and so far only as the respective Estates, Rights, and Interests of the same several Parties are respectively affected by this Act,) all such Estate, Right, Title, Interest, Benefit, Claim, and Demand whatsoever, in, to, or out of and upon the said several Pieces or Parcels of Ground, Hereditaments, and Premises respectively comprised in and conveyed and assigned by the said recited Indenture dated the Eleventh Day of *December* One thousand eight hundred and twenty-seven, as they or any of them respectively had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

Act as printed by Queen's Printers to be Evidence.

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

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1844.