



## CHAPTER xl.

An Act to authorise the sale and use for building of the churchyard or burial ground of the former church of St. Mildred Poultry in the city of London and for other purposes. A.D. 1925.

[31st July 1925.]

**W**HEREAS the ancient churchyard or burial ground of the former church of St. Mildred Poultry in the city of London has not been used for burials since the year one thousand eight hundred and twelve or thereabouts and was closed by an Order in Council dated the twenty-fifth day of November one thousand eight hundred and fifty-three:

And whereas the church of St. Mildred Poultry was pulled down and part of the site and enclosure thereof was sold for secular purposes pursuant to a scheme of the Ecclesiastical Commissioners for England made under the Union of Benefices Act 1860 and other Acts therein referred to which scheme is dated the twentieth day of April one thousand eight hundred and seventy-one and was ratified by an Order in Council dated the nineteenth day of August one thousand eight hundred and seventy-one:

And whereas under and by virtue of another scheme of the Ecclesiastical Commissioners for England made under the Union of Benefices Act 1860 which scheme is dated the sixth day of August one thousand eight hundred and eighty-five and was affirmed by an Order in Council dated the twenty-sixth day of November one thousand eight hundred and eighty-six and various

[Ch. x1.] *St. Mildred Poultry* [15 & 16 GEO. 5.]  
*Churchyard (Sale) Act, 1925.*

A.D. 1925. — prior unions of benefices including the union effected by the first above mentioned scheme the ancient benefice of St. Mildred Poultry now forms part of the present united rectory of St. Margaret Lothbury with St. Christopher-le-Stocks St. Bartholomew by the Exchange St. Olave Old Jewry St. Martin Pomeroy St. Mildred Poultry and St. Mary Colechurch :

And whereas the church of St. Margaret Lothbury is the parish church of the said united rectory :

And whereas the right reverend Henry Lord Bishop of Stepney is the present rector of the said united rectory :

And whereas the patronage of the said united rectory is vested alternately in the Lord High Chancellor on behalf of the Crown and the Lord Bishop of London in right of his see :

And whereas the site of the said churchyard is delineated on the plan attached to the conditional contract hereinafter mentioned as thereon shown coloured pink and in part also hatched green :

And whereas the Midland Bank Limited is the owner of land adjoining the said churchyard and claims to be also entitled to such portion of the said churchyard as is shown hatched green on the said plan :

And whereas the soil and freehold of the said churchyard (save such part if any of the land shown hatched green on the said plan as may be vested in the said bank) is vested in the said Henry Bishop of Stepney as rector of the said united rectory in right of his rectory :

And whereas the said bank is desirous of acquiring the said churchyard and of using the same in conjunction with the said adjoining land of the bank for the erection of buildings :

And whereas a conditional contract (hereinafter called "the scheduled contract") in the terms set out in the schedule to this Act has been entered into by the said Henry Bishop of Stepney as such rector as aforesaid with the concurrence or consent of the churchwardens for the parish of St. Mildred Poultry and the parochial church council of the parish of St. Margaret Lothbury and other the parishes comprised in the said united rectory for the sale of the said churchyard to the said Midland Bank Limited at the price of five thousand pounds and upon the further terms therein appearing subject to the sanction and authority of Parliament being

obtained for carrying the said sale into effect and for the removal and re-interment of the human remains within the said churchyard and for the erection of buildings thereon :

A.D. 1925.

And whereas the fabric of the said church of St. Margaret Lothbury was some time since restored and there still remains owing a debt of two thousand three hundred pounds on account of moneys raised to defray the cost of such restoration :

And whereas it would be greatly to the advantage of the said united rectory that the proposed sale should be carried into effect and that the proceeds of sale should be applied in discharge of the said debt of two thousand three hundred pounds and subject thereto should be invested and the income made available for payment of the cost of the future repair and upkeep of the fabric of the said church of St. Margaret Lothbury :

And whereas the objects aforesaid cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

1. This Act may be cited as the *St. Mildred Poultry Churchyard (Sale) Act 1925.* Short title.

2. In this Act the expressions—

Interpreta-  
tion.

“ The rector ” means the rector for the time being of the above-mentioned united rectory ;

“ The bank ” means the Midland Bank Limited ;

“ The said churchyard ” means the piece of land situate in or beside St. Mildred's Court in the city of London known as St. Mildred's Churchyard being such part as still remains unsold of the ancient churchyard or enclosure of the former church of St. Mildred Poultry.

3. The agreement for the sale of the said churchyard contained in the scheduled contract is hereby sanctioned and confirmed and the rector is hereby authorised and empowered to convey the same to the bank in accordance with the said agreement. Authority  
to carry out  
proposed  
sale.

A.D. 1925.

Power to  
move human  
remains sub-  
ject as  
hereinafter  
provided.

4. The bank shall within two years after the passing of this Act but subject to the provisions in that behalf hereinafter contained remove or cause to be removed from the said churchyard the human remains interred therein and the monuments tombstones and other memorials of deceased persons now in or about the same.

Power to  
use land for  
building  
and other  
purposes.

5. When the said churchyard shall have been conveyed to the bank and the conveyance thereof registered in accordance with this Act and all the human remains found therein shall have been removed therefrom the said churchyard shall be freed and discharged from all trusts uses obligations disabilities and restrictions which may affect the same by reason of its being a disused burial ground and from all other trusts uses obligations disabilities and restrictions whatsoever heretofore attaching thereto under ecclesiastical law or otherwise as part of the former churchyard or enclosure of the church of *St. Mildred Poultry*. And notwithstanding anything contained in the *Disused Burial Grounds Act 1884* or any other enactment it shall be lawful for the bank and its successors in title at any time thereafter to erect or procure the erection of buildings on the said churchyard and otherwise to deal with and dispose of the same in like manner as if no part thereof had ever been used or set apart for the purpose of burial.

Application  
of purchase  
money.

6. The purchase price of five thousand pounds payable by the bank under the scheduled contract shall be paid to the Ecclesiastical Commissioners for England and shall be applied by them in manner following namely:—

- (a) Part thereof not exceeding the sum of two thousand three hundred pounds shall be applied in discharge of the debt owing as aforesaid in respect of the cost of the restoration of the said church of *St. Margaret Lothbury* or of so much of the said debt as may for the time being remain outstanding; and
- (b) The balance of the said sum of five thousand pounds shall be invested by the said Ecclesiastical Commissioners in their name and with power to vary the investment thereof and shall be held by them upon trust with the consent

of the rector to apply the income arising there- A.D. 1925.  
from as and when the same may from time to  
time be required in or towards the payment  
of the cost of the repair and upkeep of the fabric  
of the said church of St. Margaret Lothbury.

7. The conveyance of the said churchyard to the Registration  
bank shall be registered in the registry of the diocese of convey-  
of London. ance.

8.—(i) Before proceeding to remove any human Provisions  
remains from the said churchyard the bank shall publish as to  
a notice for three successive days in one London news- removal of  
paper and one newspaper circulating especially in the human  
city of London to the effect that it is intended to remove remains.  
such remains and such notice shall have embodied in it  
the substance of subsections (ii) (iii) (iv) (v) and (vi) of  
this section.

(ii) Any time within two months after the first  
publication of such notice any person who is an heir  
executor administrator or relative of any deceased  
person whose remains are interred in the said churchyard  
or the vaults thereof may give notice in writing to the  
bank of his intention to undertake the removal of such  
remains and thereupon he shall be at liberty without  
any faculty for the purpose but subject to any regulations  
made by the bishop of the diocese of London for the  
time being (hereinafter referred to as "the bishop")  
to cause such remains forthwith to be removed to and  
re-interred in any consecrated burial ground or cemetery  
in which burials may legally take place.

(iii) If any person giving notice as aforesaid shall  
fail to satisfy the bank that he is such heir executor  
administrator or relative as he claims to be the question  
shall be determined on the application of either party  
in a summary manner by the registrar of the consistory  
court of the diocese of London who shall have power to  
make an order specifying who shall remove the remains  
to which such notice is intended to relate.

(iv) The expense of any removal and re-interment  
under subsection (ii) or subsection (iii) of this section  
(not exceeding in respect of remains removed from any  
one vault or grave the sum of fifteen pounds) shall be  
defrayed by the bank such sum to be apportioned if

A.D. 1925. — necessary equally according to the number of remains in the vault or grave.

(v) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the bank in respect of any remains in any vault or grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section and with any regulations of the bishop the bank may without any faculty for that purpose remove the remains from such vault or grave and cause them to be interred in such other consecrated burial ground or cemetery in which burials may legally take place as the bank shall think suitable for the purpose subject to the consent of the bishop.

(vi) All the monuments tombstones and memorials relating to the remains of any deceased person removed under the provisions of this Act shall at the expense of the bank be removed and re-erected at the place of re-interment of such remains or at such other place as the bishop may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the bank and all coffin plates found in the said churchyard shall be deposited at the Guildhall Museum.

(vii) The bank shall cause to be made a record of all monuments tombstones coffin plates and other memorials removed from the said churchyard and of their situation when re-erected or deposited as aforesaid showing the particulars respecting each monument tombstone coffin plate or other memorial as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(viii) The removal under the provisions of this Act of the remains of any deceased person shall be carried out under the supervision and to the satisfaction of the medical officer of health for the city of London.

Deposit of  
objects of  
interest.

9. All objects of geological or antiquarian interest discovered within or under the said churchyard during the execution of any works therein shall subject to the rights of the Crown be carefully preserved and removed and shall be deposited in the Guildhall Museum as the property of the mayor aldermen and commons of the city of London.

The said mayor aldermen and commons shall during the execution of any such works have power to enter and inspect such works for the purposes of this section. A.D. 1925.  
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**10.** Nothing in this Act shall prejudice or affect any title or claim of any owner of property adjoining or in the neighbourhood of the said churchyard to any easement privilege or right heretofore appertaining or belonging to any such adjoining or neighbouring property. Saving clause.

**11.** All the costs charges and expenses preliminary and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the bank. Costs of Act

A.D. 1925. The SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made this fifteenth day of December one thousand nine hundred and twenty-four between The Right Reverend Henry Lord Bishop of Stepney rector of the united rectory of St. Margaret Lothbury with St. Christopher-le-Stocks St. Bartholomew by the Exchange St. Olave Old Jewry St. Martin Pomeroy St. Mildred Poultry and St. Mary Colechurch (hereinafter called "the Rector") of the first part Henry Arnold of 29 Poultry in the city of London printer and Charles Valentine Sheppard of 5 Grocer's Hall Court in the said city of London office fitter the churchwardens of the Parish of St. Mildred Poultry in the city of London (hereinafter called "the Churchwardens") of the second part The PAROCHIAL CHURCH COUNCIL of the parish of St. Margaret Lothbury and other the parishes comprised in the said united rectory (hereinafter called the "Church Council") of the third part and MIDLAND BANK LIMITED (hereinafter called "the Bank") by FREDERICK HYDE one of the joint managing directors of and acting on behalf of the Bank of the fourth part.

WHEREAS the piece of land situate in or beside St. Mildred's Court Poultry in the city of London which is delineated and shown coloured pink and pink hatched green on the plan hereto attached (hereinafter referred to as the "said churchyard") is part of the ancient churchyard of the former church of St. Mildred Poultry but has been for many years past and still is closed for burials by Order in Council :

And whereas the bank is desirous of acquiring the said churchyard for use together with adjoining land as a site for a new building :

And whereas the soil and freehold of the said churchyard is vested in the Rector as incumbent of the said united rectory and the Churchwardens and the Church Council have or are reputed to have certain powers duties and responsibilities relating to such churchyard :

And whereas the premises cannot be sold or used for building purposes without the authority of Parliament :

And whereas the Rector by and with the consent of the Churchwardens (testified by their being parties to and signing



these presents) and with the consent of the Church Council (testified by a resolution duly passed at a meeting held on the sixth day of June one thousand nine hundred and twenty-four) agrees to sell and the Bank agrees to purchase all that piece of land formerly the churchyard attached to the church of St. Mildred Poultry and fronting St. Mildred's Court Poultry in the city of London as the same is shown on the plan hereto and thereon coloured pink. Together with all rights of light and other easements now belonging to or enjoyed in respect of the same. And together with all the estate rights and interests (if any) of the parties hereto of the first three parts in and to the piece of land hatched green on the said plan at the price of five thousand pounds subject to all easements affecting the same and upon the terms and conditions hereinafter contained.

1. The contract for sale hereinafter contained shall be conditional upon an Act of Parliament (hereinafter referred to as the "proposed Act") being obtained whereby the said sale shall be sanctioned and authority given for carrying the same into effect and for the removal and re-interment of the human remains within the said churchyard and for the erection of buildings upon the said churchyard and shall be subject to such modifications as shall be imposed by the authority of Parliament.

2. Subject as aforesaid the Rector for himself and his successors and with the approval and consent of the Churchwardens and the Church Council hereby agrees to sell and the Bank agrees to purchase the said churchyard for the sum of five thousand pounds and otherwise upon the terms hereinafter contained.

3. At the end of the period of four calendar months from the passing of the proposed Act or at such earlier time as the Rector is able to give vacant possession of the premises (and whether or no the Bank shall have removed all or any of the bodies referred to in the First Schedule hereto) the purchase money shall be paid to the Ecclesiastical Commissioners to be held by them for the purposes mentioned in the Second Schedule hereto and thereupon the property comprised in the sale shall in exercise of the powers to be conferred by the proposed Act and with the concurrence of the Churchwardens and the Church Council be assured by the Rector to the Bank by deed duly stamped and truly stating the consideration and upon the execution of such assurance the said property shall vest in the Bank free from any prior estates and incumbrances and also free and discharged from all ecclesiastical trusts uses purposes obligations and disabilities whatsoever. The conveyance or assurance by the Rector shall be registered in the registry of the diocese of London. If owing to the default of the Bank the purchase money shall not be paid at the time hereby appointed for payment thereof the Bank shall pay to the Ecclesiastical Commissioners

A.D. 1925. interest thereon at the rate of five pounds per cent. per annum  
— from that time until payment thereof.

4. The Bank shall pay the costs of the Rector (including the costs of any body or persons whose consent to or concurrence in the proposed Act or otherwise in relation to this transaction may be required) of and incidental to this agreement and to the promotion of the proposed Act and otherwise in relation to this transaction and this notwithstanding that the application to Parliament may prove abortive or this contract be rescinded under clause 8 hereof or for any reason (other than the wilful default of the Rector or other consenting parties hereto) the proposed sale shall not be carried into effect and this contract should be rescinded under the terms of clause 8 hereof.

5. The title to the legal estate in the said hereditaments shall be deemed to be vested in the Rector and no title deeds or evidence of title shall be required or submitted and no objection or requisition on title shall be made.

6. The Bank shall bear all expenses of and in relation to the removal and reburial of the remains of all deceased persons interred in the land hereby agreed to be sold or in any vault therein or attached thereto Such removal to be undertaken and completed by the Bank (who shall take all responsibility in connection therewith) within the time mentioned and in accordance with the regulations and provisions set forth in the First Schedule hereto subject to such modifications thereto if any as shall be made by the proposed Act.

7. The Bank will in the session of Parliament one thousand nine hundred and twenty-five apply to Parliament for confirmation of this contract and will use its best endeavours to procure the sanction of Parliament thereto The proposed Act shall contain all proper provisions for enabling the stipulations of this contract to be carried into effect and for making the obligations of the Bank herein binding upon them.

8. If the proposed Act be not obtained before the expiration of three years from the date hereof then and in such case and at any time thereafter the Bank may by notice in writing to the Rector or the Rector may by notice in writing to the Bank rescind this contract and upon such notice being given this agreement shall become void save as regards the liability of the Bank for payment of any costs or expenses then remaining payable hereunder by the Bank under clause 4 hereof.

As witness the hands of the parties the day and year first above written.

The First Schedule hereinbefore referred to.

1. The Bank shall within two years from the passing of the proposed Act remove or cause to be removed the remains of all the deceased persons interred or deposited in or under the said churchyard.

A.D. 1925.

2. Before proceeding to remove any such remains the Bank shall publish a notice for three successive days in one London newspaper and one newspaper circulating specially in the city of London to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of paragraphs 3 4 5 and 6 of these provisions.

3. Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said churchyard or vaults may give notice in writing to the Bank of his intention to undertake the removal of such remains and thereupon he shall be at liberty without any faculty for the purpose but subject to any regulations made by the bishop of London for the time being to cause such remains to be forthwith removed to and re-interred in any consecrated burial ground or cemetery in which burials may legally take place.

4. If any person giving notice as aforesaid shall fail to satisfy the Bank that he is such heir executor or administrator or relative as he claims to be the questions shall be determinable on the application of either party in a summary manner by the registrar of the consistory court of the diocese of London who shall have power to make an order specifying who shall remove the remains.

5. The expense of any such removal and re-interment under clauses 3 and 4 of this schedule (not exceeding in respect of remains removed from any one vault or grave the sum of ten pounds) shall be defrayed by the Bank such sum to be apportioned if necessary equally according to the number of remains in the vault or grave.

6. If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Bank in respect of the remains in any vault or grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this schedule and with any regulations of the bishop the Bank shall without any faculty for that purpose remove the remains of the deceased person and cause them to be interred in such other consecrated burial ground or cemetery in which burials may legally take place as the Bank thinks suitable for the purpose subject to the consent of the bishop.

7. All monuments and tombstones relating to the remains of any deceased person removed under these provisions shall at the expense of the Bank be removed and re-erected at the place of re-interment of such remains or at such place as the bishop may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the Bank.

8. The removal of the remains of any deceased person under these provisions shall be carried out under the supervision and to the satisfaction of the medical officer of health of the city of London.

[Ch. xl.]

*St. Mildred Poultry* [15 & 16 GEO. 5.]  
*Churchyard (Sale) Act, 1925.*

A.D. 1925.

The Second Schedule hereinbefore referred to.

The said purchase money of five thousand pounds payable by the Bank shall be paid to the Ecclesiastical Commissioners to be held by them for the following purposes namely:—

As to the sum of two thousand three hundred pounds to apply the same in discharge of the amount due and payable for the restoration of the building of the church of St. Margaret's Lothbury and as to the remainder thereof to be held and invested by the Ecclesiastical Commissioners as a special fund and of which the income is to be applied by them with the consent of the Rector in the discharge from time to time as the same may be required of the cost of the repair and upkeep of the fabric of the said church of St. Margaret's Lothbury.

6d. STAMP.
per pro Midland Bank Ltd.
F. Hyde.
Managing Director.

Signed by the above-named the Right Reverend Henry Lord Bishop of Stepney in the presence of  
E. LEONARD TAYLOR  
129 Lower Clapton Rd. E.5  
Medical practitioner

HENRY STEPNEY

Signed by the above-named Henry Arnold Charles Valentine Sheppard and the Parochial Church Council by Fred Berry in the presence of  
A. GEO. JACOBS

HENRY ARNOLD  
C. V. SHEPPARD  
FRED BERRY

Clerk to Messrs. Billinghamst Wood & Pope  
Solicitors  
7 Bucklersbury E.C.4

Authorised (by resolution duly passed) to sign on behalf of the Parochial Church Council

6d. STAMP.
15th/12/24.
A. G. J.

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