



ANNO DUODECIMO & DECIMO TERTIO

# VICTORIÆ REGINÆ.

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## Cap. 15.

An Act to confirm the Title of the Trustees of the Will of *Philip Hurd* Esquire, deceased, to a Copyhold Estate at *Kentish Town* in the County of *Middlesex*; and to extend the Power to grant Building Leases contained in the said Will; and to empower the Trustees of the said Will to raise Money for the Improvement of the said Estate; and for other Purposes. [28th July 1849.]

**W**HEREAS *Philip Hurd*, late of *Notting Hill* in the County of *Middlesex*, and of Number Five, *King's Bench Walk*, in the *Inner Temple*, in the City of *London*, Esquire, Barrister at Law, deceased, duly made and published his last Will and Testament in Writing, bearing Date the Twelfth Day of *February* One thousand eight hundred and forty-four, and thereby, after reciting that he was seised of a Copyhold Estate at *Kentish Town* in the County of *Middlesex* known by the Name of "*The Lodge*," in Fee Simple, in remainder or reversion expectant upon the Decease of his Mother *Ann Hurd*, therein by Mistake mentioned to be subject, with other Premises, to a certain Charge thereon in favour of his Brother *Thomas Hurd*, and which Charge (which has since been satisfied) did not in fact affect the said Copyhold Estate at *Kentish Town*,

Will of Philip Hurd, dated 12th Feb. 1844.

[Private.]

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*Town*, and reciting that it might be advantageous to let the said Copyhold Estate at *Kentish Town* to which he was so entitled on Building or other Leases, and he was therefore desirous of giving his Trustees such Powers for that Purpose as are therein-after contained, and was also desirous of empowering them to sell the same, if they should deem it expedient, either before or after the granting of such Leases, he the said Testator thereby empowered his Mother, his said Brother, and *James Kennedy Blair* of *Lincoln's Inn*, Esquire, Barrister at Law, then residing at *Liverpool* in the County of *Lancaster*, and *Murray Maxwell Johnson* of *Kentish Town Hill* in the said County of *Middlesex*, Gentleman, and the Survivors and Survivor of them, their, his, or her Executors, Administrators, or Assigns, (as the Case might be,) at any Time or Times after his Decease to apply to the Lord or Lady for the Time being of the Manor of *Cantlowes*, of which the said Copyhold Estate was held, for and to obtain a Licence or Licences to demise the said Copyhold Estate or any Part thereof, and in pursuance of such Licence or Licences, or without such Licences, so far as was warranted by the Custom of the said Manor, to demise and lease the said Copyhold Estate or any Part thereof, for the Erection of any Building or Buildings, and either with or without any Land to be used therewith as and for Yards, Gardens, Pleasure Grounds, and other Conveniences, and also to demise and lease all or any Part or Parts of such Copyhold Estate for any other Purposes, for such Term or Terms of Years, under such Rent or Rents, and with, under, and subject to such Covenants, Provisoes, Stipulations, and Agreements, as the Persons or Person so making such Demise or Lease should think reasonable and proper, but so nevertheless that no such Building Lease or Leases should be made for any longer Term than Ninety-nine Years, to commence and take effect in possession, and so that no such Lease or Leases to be made for any other Purpose should be made for any longer Term than Twenty-one Years, to commence and take effect in possession, and so that upon each such Lease there should be reserved the best yearly Rent that under the Circumstances of the Case could or might be reasonably obtained for the same, without taking any Fine, Premium, or Consideration for the making thereof, and so that in every such Lease there should be contained a Condition of Re-entry on Nonpayment of the Rent or Rents thereby reserved for the Space of Twenty-one Days next after the same should become payable, and so that the Lessee or Lessees in every such Lease should execute the same, or a Counterpart thereof, and thereby covenant for the Payment of the Rent or Rents thereby reserved during the Continuance thereof; and the said Testator by his said Will further authorized, empowered, and directed his said Trustees, at any Time after his Decease, either in the Lifetime of his said Mother or after her Decease, and either before the granting or during the Continuance or after the Expiration of all or any such Leases as aforesaid, absolutely to sell, dispose of, and convert into Money his said Copyhold Estate at *Kentish Town* aforesaid, or any Part thereof, in such Manner as therein mentioned; and he declared that the Money arising from any such Sale or Sales of his said Copyhold Estate or any Part thereof should form Part of his residuary Personal Estate, and that the said Copyhold Estate should, in the event of any of his Children or remoter Descendants surviving

surviving him, but not otherwise, be considered as converted into Personal Estate from the Time of his Decease, and that the Rents and Profits of his said Copyhold Estate, or so much thereof as should for the Time being remain unsold, should, after the Decease of his Mother, in the meantime and until the same should be sold under the Power for that Purpose in the said Will contained, go and be applied by his said Trustees or Trustee for the Time being in the same Manner and upon the same Trusts, for the Benefit of his Wife and Children or remoter Issue, as were therein-after declared of and concerning the annual Produce of his residuary Personal Estate; and the said Testator directed, that his said Trustees or Trustee for the Time being should stand and be possessed of all the said Trust Funds and Premises comprising his residuary Personal Estate upon trust, with and out of the Interest, Dividends, and annual Produce thereof, to levy and raise One Annuity or clear yearly Sum of Five hundred Pounds, and pay the same to his said Wife during her Life, or until she should marry again, or until she should assign, charge, or otherwise dispose of the same or any Portion there of by way of Anticipation, either for the whole Period of her Life or for any Part thereof, or do any Act whereby the said Annuity or any Part thereof would if payable to herself become vested in some other Person or Persons, and that for her sole and separate Use and Benefit, notwithstanding any future Coverture, and exclusive of any future Husband with whom she might intermarry, and without being subject to his Debts, Control, Interference, or Engagements, but if his said Wife should assign, charge, or otherwise dispose of the said Annuity or yearly Sum of Five hundred Pounds or any Part thereof, or attempt or agree so to do, then upon trust during the Residue of the Life of his said Wife to apply the said Annuity or yearly Sum of Five hundred Pounds in such Manner, for the Maintenance and Support of all or any One or more exclusively of the other or others of them his said Wife and his Children or remoter Issue, or other the Person or Persons who would under that his Will be for the Time being entitled to the Funds from which the said Annuity or yearly Sum of Five hundred Pounds was to be paid in case his said Wife were then dead, as they, he, or she, his said Trustees or Trustee for the Time being, should in their, his, or her uncontrolled Discretion think proper; and the said Testator by his said Will directed that the said Annuity or yearly Sum of Five hundred Pounds should be payable to his said Wife, or be applicable for such Purposes as aforesaid, by equal half-yearly Payments in manner therein mentioned; and in case his said Wife should marry again, then the said Testator directed, that his said Trustees or Trustee for the Time being should thenceforth, in lieu and stead of the said Annuity of Five hundred Pounds, levy and raise One Annuity or yearly Sum of Three hundred Pounds, and no more, and pay the same to his said Wife during her Life, or until she should assign, charge, or otherwise dispose of the same or any Portion thereof, by way of Anticipation, for the then whole Period of her Life or for any Part thereof, or do any Act whereby or in consequence whereof the said Annuity of Three hundred Pounds or any Part thereof would, if payable to herself, become vested in some other Person or Persons, and that for her sole and separate Use and Benefit, notwithstanding her Coverture, and without being subject to the Debts, Control,  
Interference,

Interference, or Engagements of the Husband she might so marry, but if his said Wife should assign, charge, or otherwise dispose of the said Annuity or yearly Sum of Three hundred Pounds or any Part thereof, or attempt or agree so to do, then upon trust during the then Remainder of the Life of his the said Testator's said Wife to apply the said Annuity or yearly Sum of Three hundred Pounds in such Manner, for the Maintenance and Support of all or any One or more exclusively of the other or others of them his said Wife and his Children or remoter Issue, or other the Person or Persons who would under that his Will be for the Time being entitled to the Funds from which the said Annuity or yearly Sum of Three hundred Pounds was to be paid in case his said Wife were then dead, as they, he, or she, or his Trustees or Trustee for the Time being, should, in their, his, or her Discretion, think proper; and the said Testator directed, that the said Annuity of Three hundred Pounds should be payable to his said Wife, notwithstanding the Coverture, or be applicable for the Purposes aforesaid, by equal half-yearly Payments in manner therein mentioned; and, subject to the Trusts aforesaid, the said Testator declared that all his said residuary Personal Estate and Effects, and the said Trust Funds and Premises wherein the same should for the Time being be invested, and the Interest, Dividends, and annual Produce thereof, should be in trust for all and every or such One or more exclusively of the other or others of his present and future Children, with such Provision for their respective Maintenance, Education, and Advancement, and in such Shares, if more than One, and with such Restrictions and in such Manner as his said Wife, while she should be his Widow, but not after she should have married again, by any Deed or Deeds, Instrument or Instruments in Writing, to be by her sealed and delivered in the Presence of and attested by Two or more Witnesses, or by her last Will or any Codicil or Codicils thereto, should from Time to Time direct or appoint, and in default of such Direction or Appointment, and so far as any such Direction or Appointment if incomplete should not extend, in trust for all and every the said Testator's then present and future Children who being a Son or Sons should respectively attain the Age of Twenty-one Years, and being a Daughter or Daughters should respectively attain that Age or marry under that Age, in equal Shares, if more than One, as Tenants in Common, and if there should be but One such Child then the whole should be in trust for that One or only Child; and if there should be no such Child, then the whole should be in trust for his next of Kin who should be living at the Time of such Failure of his Issue; provided always, and the said Testator declared his Will to be, that in case any One or more of his Daughters should marry under the Age of Twenty-one Years without the Consent in Writing of his Wife, in case she should be then living and unmarried, or without the Consent of her or their Guardians or Guardian for the Time being in case his Wife should be then dead or have married again, then and in such Case the Share or Shares of such Daughter or Daughters so marrying under the said Age of Twenty-one Years without such Consent as aforesaid should go over and be retained and applied by the said Trustees or Trustee for the Time being upon the Trusts following, (that is to say,) upon trust that they his said Trustees or Trustee for the Time being, and the Survivor of them, his Executors or Administrators, should, during  
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the Life of such Daughter marrying without such Consent as aforesaid, pay, apply, and dispose of the Interest, Dividends, and annual Produce of her Share to such Person and Persons only, and for such Intents and Purposes only, as such Daughter, notwithstanding her Coverture, and as if she were unmarried, should from Time to Time, by any Writing or Writings signed by her with her own Hand, and not otherwise, direct and appoint, and in default of and until such Direction or Appointment into her proper Hands, and for her separate Use, exclusively of any Husband, and without Power of Anticipation, and after the Decease of such Daughter who should so marry without such Consent as aforesaid her Share should be in trust for all and every the Child and Children of such Daughter who being a Son or Sons should attain the Age of Twenty-one Years or marry under that Age, and if there should be but One such Child the whole should be in trust for that One or only Child, and in case such Daughter shall not have any such Child, then the Share of such Daughter should be in trust for the Person or Persons who under the Statutes made for the Distribution of the Estates of Intestates would be then entitled thereto in case such Daughter, having survived her Husband, (if any should be living,) were then to die possessed thereof without Issue and intestate, and to be divided between or among such Persons (if more than One) in the Proportions to which the same would be divisible under the same Statutes; and the said Testator appointed his said Mother *Ann Hurd*, his Brother the said *Thomas Hurd*, the said *James Kennedy Blair*, and *Murray Maxwell Johnson*, Executrix and Executors of his said Will; and the said Testator appointed his said Wife, so long as she should continue his Widow, and after her Decease or Second Marriage his said Mother, and after her Decease his said Brother, and after his Decease the Trustees or Trustee for the Time being of his said Will, to be Guardian and Guardians of the Persons and Estates of his Children during their respective Minorities: And whereas the said Testator *Philip Hurd* died on or about the Seventh Day of *June* One thousand eight hundred and forty-five, without having revoked or altered his said Will, and leaving the said *Annie Elizabeth Hurd* his Widow, and leaving Two Children, and no more, him surviving, (that is to say,) *Edith Maria Hurd* and *Isabel Anne Hurd*, who are his Co-heiresses at Law according to the Custom of the aforesaid Manor of *Cantlowes*: And whereas the said Will of the said Testator was duly proved by the said *Ann Hurd*, *James Kennedy Blair*, and *Murray Maxwell Johnson* in the Prerogative Court of the Archbishop of *Canterbury*, on the Fifteenth Day of *August* One thousand eight hundred and forty-five: And whereas by a Deed Poll under the Hand and Seal of the said *Thomas Hurd*, bearing Date the Thirty-first Day of *March* One thousand eight hundred and forty-seven, the said *Thomas Hurd* renounced and disclaimed all the Copyhold Hereditaments of the said Testator, and all his Personal Estate and Effects, and all the Devises and Bequests made to the said *Thomas Hurd*, and all the Trusts and Powers given to him jointly with the said *Ann Hurd*, *James Kennedy Blair*, and *Murray Maxwell Johnson*, by the said Will: And whereas the said Copyhold Estate at *Kentish Town* known by the Name of the *Lodge*, to which the said Testator was so entitled in remainder or reversion, as in his said Will is mentioned, consists of the Capital Messuage or Mansion House, Yards, Gardens,

[Private.]

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Probate of Will, 15th August 1845.

Disclaimer by Thomas Hurd, One of the Trustees of Philip Hurd's Will, dated 31st March 1847.

The Estate disposed of by P. Hurd's Will is Copyhold of Inheritance of

the Manor of  
Cantlowes.

Deed Poll,  
dated 24th  
Oct. 1846.

Gardens, Lawns, Shrubberies, Plantations, Fields, and Closes of Land mentioned and comprised in the Schedule to this Act, and the same Hereditaments are Copyholds of Inheritance held of the Manor of *Cantlowes* otherwise *Cantlers* in the County of *Middlesex* by Copy of Court Roll, at the Will of the Lord of the said Manor, according to the Custom of the said Manor: And whereas by a Deed Poll or Instrument in Writing under the Hand and Seal of the said *Annie Elizabeth Hurd*, bearing Date the Twenty-fourth Day of *October* One thousand eight hundred and forty-six, and duly sealed and delivered by her in the Presence of and attested by Two Witnesses, the said *Annie Elizabeth Hurd*, in pursuance of the Power to her given by the said Will of the said Testator, did direct and appoint that from and immediately after the Decease of the said *Ann Hurd*, and subject and without Prejudice to the Annuity which for the Time being should be payable to or for the Benefit of her the said *Annie Elizabeth Hurd*, or to or for the Benefit of her and her said Children as in the said Will is mentioned, the Trustees or Trustee of the said Will should stand possessed of the Sum of Five thousand Pounds, Part of the Proceeds of the Sale of the said Copyhold Estate, when the same should be sold, in pursuance of the Power and Direction for that Purpose contained in the said Will, in trust for the said *Isabel Anne Hurd*, her Executors, Administrators, and Assigns, to be an Interest vested in her immediately, and to carry Interest after the Rate of Four Pounds *per Cent. per Annum* from the Decease of the said *Ann Hurd*; and the said *Annie Elizabeth Hurd*, in further pursuance of the said Power, did direct and appoint that the said Trustees or Trustee should, subject as aforesaid, and also subject to the Payment of the said Sum of Five thousand Pounds and Interest, stand possessed of the Residue of the Proceeds of the said Copyhold Estate, when the same should be sold, and of the Rents and Profits thereof until the same should be sold, in trust for the said *Edith Maria Hurd*, her Executors, Administrators, and Assigns, and to be an Interest vested in her immediately; and the said *Annie Elizabeth Hurd*, in further pursuance of the said Power, did by the said Deed Poll now in recital further direct and appoint that the Trustees or Trustee for the Time being of the said Will should thenceforth (but subject and without Prejudice to the Life Interest of the said *Ann Hurd* in the said Copyhold Estate, and to the Annuity for the Time being payable to the said *Annie Elizabeth Hurd*,) pay and apply the Interest or Income of the respective Shares of the said *Edith Maria Hurd* and *Isabel Anne Hurd* of and in the Proceeds to arise from the Sale of the said Copyhold Estate, and the Rents thereof, until the same should be sold, or so much of such Interest or Income as such Trustees or Trustee should think proper, towards the Maintenance and Education of the said *Edith Maria Hurd* and *Isabel Anne Hurd* respectively, until they should respectively attain the Age of Twenty-one Years, or marry, or die, which should first happen, and accumulate the Surplus (if any) in the way of Compound Interest, to go in augmentation of the Share or Shares in respect of which such Surplus should arise, with Power for the said Trustees or Trustee to apply the Surplus of the Income made applicable to the Maintenance and Education of the said Children respectively in any preceding Year in Increase of their Maintenance and Education in any subsequent

sequent Year; and in the said Deed Poll now in recital was contained a Power for the said *Annie Elizabeth Hurd*, at any Time or Times thereafter, by any Deed or Deeds or Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by her Will, or any Codicil or Codicils thereto, to revoke, determine, and make void, or to alter or vary, all and every or any of the Trusts and Provisions therein-before declared or created of and concerning all or any of the Proceeds to arise from the Sale of the said Copyhold Estate, and the Rents and Profits thereof, so and in such Manner that all or any of the Proceeds of the Sale of the said Copyhold Estate to which such Revocation should extend might stand or be settled in the same Manner and subject to the same Power of Appointment as if the said Deed Poll now in recital had not been made, and so also that the said *Annie Elizabeth Hurd* might, if she should think fit, exercise her Power of Appointment under the said Will, either by such Deed or Deeds of Revocation, or by such last Will or Codicil, or by any other such Deed or Deeds, or any other such Will or Codicil, so that they should respectively be made conformably to such Power: And whereas the said *Ann Hurd*, the Mother of the said Testator, died on or about the Twenty-sixth Day of *March* One thousand eight hundred and forty-seven, and thereupon the said *James Kennedy Blair* and *Murray Maxwell Johnson*, as the Trustees of the said Will of the said Testator, entered into the Possession or the Receipt of the Rents of the said Copyhold Estate, and have ever since continued in such Possession and Receipt, no Part of such Copyhold Estate having been sold or disposed of in pursuance of the Power in that Behalf contained in the said Will of the said Testator: And whereas by a Decree of the High Court of Chancery bearing Date the Nineteenth Day of *November* One thousand eight hundred and forty-seven, and made in a certain Cause wherein the said *Edith Maria Hurd*, an Infant, by *Alfred Johnson* her next Friend, was Plaintiff, and the said *Isabel Anne Hurd*, an Infant, by the said *Annie Elizabeth Hurd* her Guardian, and the said *James Kennedy Blair* and *Murray Maxwell Johnson*, were Defendants, (being a Suit instituted shortly after the Decease of the said *Ann Hurd* for the Administration of the Estate of the said Testator,) it was (amongst other things) ordered, that *Mr. Dowdeswell*, the Master to whom the said Cause stood referred, should inquire and state to the Court whether it would be fit and proper, and for the Benefit of the said *Edith Maria Hurd* and *Isabel Anne Hurd*, or either and which of them, that any and what Building or other Leases should be granted of the Copyhold Estates of the said Testator, and whether or not that any and what Part of the said Copyhold Estates should be sold, and whether it would be more beneficial to the said Infants, or either and which of them, that the Mansion House on the said Copyhold Estates should be repaired and let, or repaired with a view to Sale, and out of what Fund such Repairs should be paid: And whereas by a Deed Poll under the Hand and Seal of the said *Annie Elizabeth Hurd*, bearing Date the Sixth Day of *January* One thousand eight hundred and forty-eight, and indorsed on the said herein-before recited Deed Poll of the Twenty-fourth Day of *October* One thousand eight hundred and forty-

Death of Testator's Mother, who was Tenant for Life of the Estate, 26th March 1847.

Decree of Court of Chancery, dated 19th Nov. 1847.

Deed Poll, dated 6th Jan. 1848.

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six, the said *Annie Elizabeth Hurd*, by virtue of the Power to her by the said Deed Poll of the Twenty-fourth Day of *October* One thousand eight hundred and forty-six reserved, did revoke, determine, and make void the Appointments respectively contained in the said lastly mentioned Deed Poll of the said Sum of Five thousand Pounds, and of the Residue of the Proceeds of the Sale of the said Copyhold Estate, and the Rents and Profits thereof, and by virtue of the Power given to her by the said Will of the said *Philip Hurd*, and of the Power of Revocation in the said last-mentioned Deed Poll contained, or of One of them, the said *Annie Elizabeth Hurd* did direct and appoint that (subject to the Annuity which for the Time being should be payable to her the said *Annie Elizabeth Hurd*) the Trustees of the said Will should; immediately after the Execution of the said Deed now in recital, stand possessed of the Entirety of the Proceeds of the Sale of the said Copyhold Estate, when the same should be sold, and also the Rents and Profits thereof until sold, in trust for her Daughters the said *Edith Maria Hurd* and *Isabel Anne Hurd* equally as Tenants in Common, and for their respective Executors, Administrators, and Assigns, subject nevertheless as to the respective Shares of the said *Edith Maria Hurd* and *Isabel Anne Hurd* to the same or the like Provisions for the Maintenance and Education of the said *Edith Maria Hurd* and *Isabel Anne Hurd* respectively as in the said Deed Poll of the Twenty-fourth Day of *October* One thousand eight hundred and forty-six were declared of and concerning their respective Shares of and in the Proceeds to arise from the Sale of the said Copyhold Estate, and the Rents and Profits thereof until the same should be sold; and in the said Deed now in recital is contained a Power for the said *Annie Elizabeth Hurd*, at any Time or Times thereafter, by any Deed or Deeds, Instrument or Instruments in Writing, with or without Power of Revocation and new Appointment, to be by her sealed and delivered in the Presence of and to be attested by Two or more Witnesses, or by her last Will and Testament in Writing, or by any Codicil or Codicils thereto, or by any Writing in the Nature of or purporting to be her last Will and Testament, or Codicil or Codicils, to be by her respectively signed in the Presence of and to be attested by Two or more Witnesses, to revoke, determine, and make void, or alter or vary, all and every or any of the Trusts and Provisions therein-before declared or created of and concerning all or any of the Proceeds to arise from the Sale of the said Copyhold Estate, and the Rents and Profits thereof, so and in such Manner that all or any of the Proceeds of the Sale of the said Copyhold Estate, and the Rents and Profits thereof, to which such Revocation should extend, might stand or be settled in the same Manner and subject to the same Power of Appointment as if neither the Deed Poll now in recital, nor the therein within-written Deed Poll, had been made and executed, and so also that the said *Annie Elizabeth Hurd* might, if she should think fit, exercise her Power of Appointment, under and conformably to the said Will of the said *Philip Hurd*, either by such Deed or Deeds of Revocation, or by such last Will and Testament or Codicil, or by any other such Deed or Deeds, or any other such Will or Codicil or Codicils, so that they should be respectively made conformably to such Power: And whereas the said

Estate surveyed by



Mansion House and Copyhold Estate were surveyed, in pursuance of the Recommendation of the said Master, by Mr. *Pownall*, of the Firm of Messieurs *Wigg* and *Pownall* of *Bedford Row* in the County of *Middlesex*, Surveyors, and the said Messieurs *Wigg* and *Pownall*, by their Report bearing Date the Seventh Day of *January* One thousand eight hundred and forty-eight, advised, firstly, that it would be for the Benefit of the Estate of the said Testator to let the whole of the said Copyhold Estate on Building Leases, on the usual Terms and Conditions of Agreements for letting Land for Building Purposes in the Neighbourhood of *London*, and on a general Plan, to be previously arranged, disposing of the old Materials by Sale, or attaching an increased Rent, in proportion to their Value, if let with the Land; secondly, that it would not be desirable to sell any Part of the said Estate; thirdly and fourthly, that it would not be desirable to repair the said Mansion House or Offices, or to offer them for Sale, inasmuch as they were not suited to the Situation, and were so large and extensive in their Character as to render it very doubtful, that a Rent equivalent to the Cost of the Repairs could be obtained from a responsible Tenant, or that any Purchaser would give a Price for the Property corresponding with the Outlay required; fifthly, that to put the House, Offices, and Premises into a good and substantial State of Repair would cost about Fourteen hundred Pounds, exclusive of any Repairs to the Cottage and Farm Buildings, which, in the event of the House being again let, it would be desirable to take down, as they were unnecessary to the convenient Occupation of the Premises: And whereas on the Sixth Day of *December* One thousand eight hundred and forty-eight the said *James Kennedy Blair* and *Murray Maxwell Johnson* were admitted, out of Court, to the said Capital Messuage or Mansion House, Fields, or Closes of Land, and other Hereditaments, mentioned and comprised in the said Schedule hereto, with the Appurtenances, by the Description of all those Five undivided Fifth Parts or Shares of and in all that Capital Messuage or Mansion House situate, standing, and being at or near the Foot of *Highgate Hill* on the East Side of the High Road leading from *Kentish Town* to *Highgate* in the Parish of *Saint Pancras*, within and holden of the said Manor, with the Entrance Lodge, Cottage, Temple, Coach-house, Saddlery, Stables, Graperies, Outhouses, Offices, Erections, Edifices, and Buildings thereto adjoining and belonging, which said Capital Messuage or Mansion House and other Erections and Buildings, or the greater Part thereof, were theretofore erected and built by *Gregory Bateman* Esquire, deceased, and also of and in all the Yards, Gardens, Lawns, Shrubberies, Plantations, and other the Appurtenances thereunto belonging or appertaining, or therewith held, used, occupied, possessed or enjoyed, and also of and in all those Three Fields or Closes of Meadow or Pasture Land situate adjoining and partly behind the said Messuage or Mansion House, Shrubbery, Yards, and Gardens, called or known by the Names of the *Back Lawn*, the *Cottage Meadow* or *Field*, and the *Meadow*; which said Three Fields or Closes, with the said Lawns, Shrubberies, Yards, Gardens, and Plantations, and Two Pieces or Parcels of Ground, were formerly Part of the Waste of the said Manor, and formerly held thereof by the said *Gregory Bateman* by the yearly Quit Rents of Three Shillings and Four-pence and One Shilling, and to which Parcels of

Direction of Master, and recommended to be leased for Building Purposes.

Admittance of Trustees, James Kennedy Blair and Murray Maxwell Johnson, to Copyhold Estate, 6th Dec. 1848.

[Private.]

Doubts  
whether Ad-  
mittance is  
valid.

Lands  
deemed  
eligible Sites  
for building.

Waste Land the said *Gregory Bateman* was admitted at Two several Courts holden for the said Manor on the Twenty-second Day of *April* One thousand seven hundred and seventy-eight and the Eighteenth Day of *April* One thousand seven hundred and eighty-one, and now laid into and forming Part of the said Shrubberies, Plantations, and Premises, together with the Site of the said Messuage or Mansion House and other Erections and Buildings, contain by Admeasurement Twenty-one Acres Two Roods and Twenty-two Perches, or thereabouts, be the same more or less, together with all Ponds, Waters, Watercourses, Hedges, Ditches, Timber and other Trees, Brickwalls, Fences, and all other the Rights, Members, Privileges, and Appurtenances thereunto belonging, to be holden, with their Appurtenances, unto the said *James Kennedy Blair* and *Murray Maxwell Johnson*, their Heirs and Assigns, for ever, upon the Trusts and for the Intents and Purposes declared and contained by and in the said Will of and concerning the same Premises, at the Will of the Lord, according to the Custom of the said Manor, by the Rents, Suits, and Services therefor due and accustomed: And whereas Doubts have arisen on the Construction of the said Will of the said Testator as to whether the same operated as a Devise of the said Copyhold Estate to the Trustees therein named, and whether the Admittance in manner aforesaid of the said *James Kennedy Blair* and *Murray Maxwell Johnson* to the said Copyhold Hereditaments is valid in Law, and whether the said *James Kennedy Blair* and *Murray Maxwell Johnson* can exercise the Powers or Trusts contained in the said Will of the said Testator: And whereas the said Lands and Hereditaments comprised in the said Schedule to this Act form eligible Sites for the Erection of Dwelling Houses, Villas, and other Buildings, and in consequence thereof it would tend greatly to the Advantage of the Persons interested in the said Property that the Powers contained in the said Will relating thereto should be exercised, and that for the Purpose of effecting such Leases on more advantageous Terms the said Power to grant Building Leases should be extended so as to enable the Person or Persons for the Time being acting in the Execution thereof respectively to lease any Part of the said Lands and Hereditaments comprised in the said Schedule to this Act under and subject to Covenants and Stipulations to be entered into or made on the Part of the Lessees, to lay and set out, level, enclose, embank, fence, drain, or otherwise improve the Lands to be demised, and on any such Lease or Leases to reserve any Rights of Roads or any Rights of using any Sewers or Drains, or any other Rights or Easements, or any Rights through, over, under, in, or upon any other Part or Parts of the same Lands, and to stipulate and agree with the Lessees of any Part of the said Lands as to the Mode in which any other Part or Parts of the said Lands shall be built upon, laid out, and improved, and generally to lease the same Premises under and subject to such Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences tending to the general Improvement of the same Lands, or of any Parts thereof, as they or he shall think desirable, and it would also tend greatly to the advantageous Disposal for Building Purposes of the said Lands and Hereditaments comprised in the said Schedule to this Act, and be highly beneficial to all Parties interested therein, if the Person or Persons for the

Time

Time being acting in the Execution of the said Power to grant Building Leases contained in the said Will were enabled to lay out and appropriate any Part of the said Lands as and for Roads, Streets, Drains, Sewers, or Easements, or as and for Squares, Gardens, or open Spaces, and to purchase from the Owners of any Lands adjoining or near unto any of the said Land comprised in the said Schedule any Rights of Road or other Easements or Conveniences over, in, or upon or under any such Lands so adjoining or near unto any of the said Lands comprised in the said Schedule: And whereas, in order to lay out and appropriate the said Lands and Hereditaments advantageously for Building Purposes according to a connected Plan, it will be necessary to expend Money in dividing the said Property, and in forming Roads and Sewers on and over the same, and in planting the same ornamentally for Gardens or Squares, and otherwise improving the said Property, and it will also be expedient to purchase certain Portions of the Lands contiguous to the said Property, or to take such Lands in exchange for Parts of the said Copyhold Property, for the Purpose of more conveniently forming the Fences, Roads, and Sewers necessary for the convenient Occupation of the said Property in manner aforesaid, and for laying out the same to the greatest Advantage, and it may also be necessary or expedient, for the Purposes aforesaid, to procure an Enfranchisement of the said Copyhold Hereditaments, or some Part or Parts thereof, from the Lord of the said Manor of *Cantlowes*; and it is therefore desirable that the said Trustees or Trustee should be authorized, in the Manner and to the Extent and under the Restrictions herein-after mentioned, to raise Money for the Purposes aforesaid by Mortgage of the Estates for the Time being subject to the subsisting Trusts of the said Will, and should be empowered in manner herein-after mentioned to lay out and expend such Monies in effecting the Purposes aforesaid, and also to effect Exchanges of certain Parts of the said Property for Lands contiguous thereto, and to accept Enfranchisements of the said Copyhold Hereditaments: And whereas under the Circumstances aforesaid it is expedient that the said Mansion House and the Buildings connected therewith should be taken down, and the Materials disposed of, in order that the Site thereof may be laid out, with the other Parts of the said Copyhold Estate, for Building Ground, upon a connected Plan, as herein-before is mentioned: And whereas the Population in the immediate Vicinity of the said Copyhold Estate has greatly increased, and it will be of great Advantage to the Inhabitants of the Houses to be built upon the said Copyhold Estate, as well as to the Inhabitants of the Neighbourhood generally, that an additional Church should be built upon or near the said Estate, and in order to effect such Object it is expedient that the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd* should be empowered, in manner herein-after mentioned, to appropriate any Part or Parts of the aforesaid Lands and Grounds, not exceeding One Acre, as and for the Site of such Church, and of all proper Appurtenances thereto, and to give, devote, and dedicate the same for Ecclesiastical Purposes in manner herein-after mentioned or referred to: And whereas by an Order of the said Court of Chancery bearing Date the Twelfth Day of *January* One thousand eight hundred and forty-nine, and made in

Reference to  
Master as to  
taking down  
Mansion  
the

House and  
leasing Pre-  
perty, 12th  
Jan. 1849.

Report of  
Master re-  
commending  
Application  
for Act,  
dated 7th  
May 1849.

Order con-  
firming Re-  
port, dated  
8th May  
1849.

Legal Estate  
vested in  
Trustees  
absolutely  
upon the  
Trusts and  
with the  
Powers in  
Will of Philip  
Hurd and  
this Act.

the said Cause of *Hurd* versus *Hurd*, upon the Petition of the said *James Kennedy Blair* and *Murray Maxwell Johnson*, it was ordered, that it should be referred to the Master to whom the said Cause stood referred to inquire and state to the said Court whether it would be for the Benefit of the said *Edith Maria Hurd* and *Isabel Anne Hurd*, or either and which of them, that Application should be made to Parliament for an Act to confirm the Title of the said Trustees of the said Will to the said Copyhold Estate, and to enable them to take down the Mansion House and other Buildings in the said Petition mentioned, and to dispose of the Materials in such Manner as the said Trustees might deem most expedient, and to enable the said Trustees to let the whole or any Part of the said Copyhold Estates on Building or other Leases, and on and subject to such Terms and Conditions, and at such Ground Rents or otherwise, as they in their Discretion might consider best; and if the said Master should find that it would be for the Benefit of the said *Edith Maria Hurd* and *Isabel Anne Hurd*, then it was ordered, that the said Master should approve of the Provisions of such a Bill as should be necessary for that Purpose; and after the said Master should have made his Report such further Order should be made as should be just: And whereas in pursuance of the said Order the said Master made his Report bearing Date the Seventh Day of *May* One thousand eight hundred and forty-nine, and thereby reported, that he found it would be for the Benefit of the said *Edith Maria Hurd* and *Isabel Anne Hurd* that such Application should be made to Parliament as in the said Order mentioned, and that he had approved of the Provisions of a Bill for that Purpose, such Bill so approved of by the said Master being the Bill introduced into Parliament for this Act: And whereas by an Order of the said Court made in the said Cause on the Petition of the said *James Kennedy Blair* and *Murray Maxwell Johnson*, bearing Date the Eighth Day of *May* One thousand eight hundred and forty-nine, it was ordered that the said Report be confirmed, and that the said Petitioners should be at liberty to join with the other Parties named in the Draft Bill in the said Report mentioned in petitioning the High Court of Parliament for Leave to bring in the said Bill as settled by the said Master: And whereas the several Objects and Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *Annie Elizabeth Hurd* (as well on behalf of herself as of her infant Children the said *Edith Maria Hurd* and *Isabel Anne Hurd*) and the said *James Kennedy Blair* and *Murray Maxwell Johnson* 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 aforesaid Admittance of the said *James Kennedy Blair* and *Murray Maxwell Johnson* shall be and the same is hereby confirmed and declared valid, and that the said *James Kennedy Blair* and *Murray Maxwell Johnson* shall hold the Capital Messuage, Lands, Hereditaments, and Premises to which they were admitted as aforesaid, unto them, their Heirs and Assigns, for ever, of the Lord of the said Manor of *Cantlowes*, at the Will of the Lord, according to the Custom of the said Manor,

Manor, by the Rents, Suits, and Services therefore due and accustomed, in such and the same Manner, and as fully to all Intents and Purposes as if the said Will had contained an express Devise of the said Capital Messuage, Lands, Hereditaments, and Premises to the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and their Heirs, and they had been admitted thereto on the said Sixth Day of *December* One thousand eight hundred and forty-eight, as such Tenants as aforesaid, in pursuance of such Devise, nevertheless upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Agreements, and Declarations in and by the said Will of the said *Philip Hurd* the Testator and this Act expressed, declared, and contained of and concerning the same.

II. And be it enacted, That it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, at any Time or Times hereafter, with such Licence or Licences (if any) as may from Time to Time be necessary in that Behalf, according to the Custom of the aforesaid Manor, to pull down and destroy, or cause to be pulled down and destroyed, the said Mansion House so as aforesaid standing and being upon the said Copyhold Lands, and all the Offices and Buildings thereto belonging, and all other Buildings and Erections whatsoever now standing and being upon the said Lands, and either before or after such Buildings shall be pulled down to sell the Materials of such House, Buildings, and Erections, or such of them as shall be valuable and saleable, to any Person or Persons, either by public Auction or by private Contract, and either together or in Parcels, and under such Stipulations as to the Use or Removal of such Materials, as they or he shall think proper, or, if they or he shall think proper, to use the said Materials or any of them in and about the said Property for any of the Purposes hereby authorized; and all Sums of Money which shall come to the Hands of the said Trustees or Trustee for the Sale of the said Materials shall be held by them or him upon the same Trusts and subject to the same Powers as if such Sums of Money had arisen from the Sale of the said Copyhold Hereditaments or any Part thereof under the Powers of the said Will.

Power for Trustees to take down the Mansion House, and sell the Materials, or use the same in improving the Property.

III. And be it enacted, That when any Part or Parts of the said Lands and Hereditaments mentioned and comprised in the Schedule to this Act shall be demised for Building Purposes under the Power in that Behalf contained in the said Will of the said *Philip Hurd*, any such Demise or Demises may, if the Persons or Person making the same shall think proper, contain full Liberty and Power for the Lessee or Lessees to take down and remove all or any Part or Parts of the said Mansion House and Offices and other Buildings now standing on the Lands or Grounds in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as such Lessee or Lessees shall think proper, or as shall be agreed upon, and also Liberty for the Lessee or Lessees to dig, take, and carry away, in and out of the Land or Ground to be comprised in his, her, or their Lease or respective Leases, such Earth, Clay, Sand, Loam, Gravel, or other Soil as it shall be necessary

Leases may be granted with Power to remove House, &c., subject to Stipulations as to Roads, Sewers, &c.

[Private.]

sary or convenient to remove for effecting any of the Purposes of such Demise, and also to dig and excavate any Earth, Clay, Sand, Loam, Gravel, or other Soil out of any convenient Part of the respective Premises to be comprised in such respective Leases, or any other Part of the said Copyhold Estate, and to manufacture the same into Bricks or Tiles, to be used in such new Buildings, Repairs, or Improvements as aforesaid, and also full Power and Liberty to cut down or grub up all or any of the Trees or Underwood now being upon the Lands to be comprised in such Demise, and to dispose thereof as such Lessees or Lessee shall think proper, or as shall be agreed upon; and any such Demise or Demises may be made with or under and subject to Covenants or Stipulations to be entered into or made by or on the Part of the Lessee or Lessees to build upon, lay, and set out, level, enclose, embank, fence, drain, or otherwise improve (in such Manner as may be agreed upon) the Lands to be demised to him or them respectively, or any Part thereof respectively, and to contribute towards the Expenses of making and keeping in repair, ornamenting and embellishing, any Squares, Gardens, or other open Spaces now or hereafter to be laid out and made in any Part or Parts of the said Lands comprised in the said Schedule to this Act, and of making and keeping in repair any Fences, Roads, Ways, Sewers, Drains, or other Conveniences now or hereafter to be laid out and made in, upon, over, through, or under any Part or Parts of the said Lands comprised in the said Schedule to this Act, or any Roads or Ways, Sewers, Drains, or other Conveniences, which shall be purchased or acquired by virtue of the Powers for that Purpose herein-after given, or with or under and subject to any of such Covenants or Stipulations; and that it shall be lawful for the Persons or Person by whom the aforesaid Power of granting Building Leases shall for the Time being be exercisable, upon any such Lease or Leases of any Part or Parts of the said Lands comprised in the said Schedule to this Act to reserve the Right of making and laying out any Roads, Sewers, Drains, or other Conveniences in, upon, over, or under the Lands to be leased, or any Part or Parts thereof, at the Time of granting such Lease, or at any subsequent Time or Times, to be fixed upon by them or him, and to reserve any Right of Road to be then or at any subsequent Time or Times fixed upon by them or him, or any Rights of using any Sewers or Drains, or any other Rights, Easements, or Conveniences in, upon, over, through, or under the Lands to be leased, and to grant or demise unto the Lessee or Lessees of any Part or Parts of the said Land comprised in the said Schedule to this Act any Rights of Road, or of making or using any Areas, Vaults, Cellars, Sewers, Drains, Roads, or other Conveniences, through, over, under, in, or upon any other Part or Parts of the same Lands, or of using any Roads, Sewers, Drains, or other Conveniences which, or the Right of Enjoyment whereof, shall have been reserved, through, over, under, in, or upon any Part or Parts of the same Lands which shall have been leased or otherwise disposed of, and to grant or demise unto such Lessee or Lessees any Rights of Road or other Easements which shall have been purchased or acquired by such Trustees or Trustee as aforesaid, under the Authority of the Power for that Purpose herein-after given, or to grant or demise to such Lessee or Lessees the Right of using or enjoying any of the same Rights of Road or other Easements;

ments, and that it shall be lawful for the Person or Persons by whom the said Power of granting Building Leases shall for the Time being be exercisable, upon any such Lease or Leases as aforesaid to stipulate and agree with the Lessee or Lessees of any Part or Parts of the said Lands comprised in the said Schedule to this Act as to the Mode in which any Part or Parts of the same Lands shall be built upon, laid out, used, or improved, and generally that any Lease or Leases under the said Power to grant Building Leases shall or may be made with, under, and subject to such Covenants, Reservations, Restrictions, Stipulations, Agreements, Rights, Easements, and Conveniences as by the Persons or Person for the Time being exercising the same Power shall be considered to tend to the general Improvement of the said Lands comprised in the said Schedule to this Act, or to the Improvement of any Part or Parts thereof: Provided always, that it shall be lawful for the Persons or Person for the Time being empowered to make Leases respectively as aforesaid, at any Time or Times to release any of the Covenants or Stipulations to be entered into or made as herein-before is mentioned by or on the Part of any such Lessee or Lessees respectively as aforesaid, and to release or extinguish any of the Rights, Privileges, Easements, or Conveniences to be reserved as herein-before is mentioned, in case and when any such Release or Extinguishment shall be considered to tend to the general Improvement of the Lands comprised in the said Schedule to this Act or any Part or Parts thereof, and to the Benefit of the Parties interested therein, and, if it shall be considered expedient so to do, to accept any new or other Covenants, Stipulations, Rights, Privileges, Easements, or Conveniences having reference either to the whole or any Part or Parts of the Land comprised or mentioned in any previous Lease, and to be made, entered into, or granted either by the original Lessee or Lessees, or by his or their Executors, Administrators, or Assigns, or any of them.

IV. And be it enacted, That it shall and may be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and other the Trustees and Trustee for the Time being of the said Will of the said *Philip Hurd*, to enter into any Contract or Contracts in Writing for granting any Lease or Leases of the Lands and Grounds mentioned and comprised in the Schedule to this Act, or any Part or Parts thereof, pursuant to the Powers of the said Will and of this Act; and to agree, when and as any Land so agreed to be let, or any Part or Parts thereof, shall be built upon, laid out, formed, or improved in the Manner and to the Extent to be stipulated in any such Contract or Contracts, to demise and lease the Lands mentioned in such Contract or Contracts, or any Part or Parts thereof, and the Buildings thereon, to the Person or Persons contracting to take the same as aforesaid, his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate or appoint, for the Remainder of the Term to be specified in such Contract or Contracts, and in such Parcels, and under and subject to such Portions of the yearly Rent or Rents to be specified in such Contract or Contracts as shall be thought proper; and (if the Party or Parties so contracting shall think the same expedient) to agree that the full Rent in such Contract or Contracts to be made payable shall be

Power to make preliminary Contracts, and to grant Leases of Parcels at separate Rents, and to reserve nominal Rents when full Rent has been already reserved.

be reserved in the Leases to be granted of a given Quantity, to be specified in such Contract or Contracts, of the Lands and Grounds thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of a Peppercorn, either before or after the full Rent specified in such Contract or Contracts shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper ; or, if no given Quantity for such Purpose shall be specified in such Contract or Contracts, to agree that when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part or competent Parts of the Hereditaments thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of a Peppercorn ; and in the Case of Leases to be granted subject to the yearly Rent of a Peppercorn, to agree to grant the same either before or after the Ground to be therein comprised shall have been built upon, laid out, or improved ; and to agree that the yearly Rents agreed to be reserved in such Contract or Contracts may be made to commence at such Period or Periods within Two Years from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Proportion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land or Ground from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon ; and to agree that when and as any Lease or Leases shall be granted of any Part or Parts of the Hereditaments so contracted to be leased the Hereditaments so for the Time being leased shall be discharged from such Contract or Contracts, and that the Person or Persons with whom such Contract or Contracts shall be entered into shall remain liable in respect of such Part or Parts of the Hereditaments comprised in such Contract or Contracts as shall not for the Time being be leased to the Payment of such Portion or Portions of the Rent or Rents by such Contract or Contracts agreed to be paid as may be thought proper, and shall in such Contract or Contracts be provided for ; and also to agree that the Person or Persons with whom such Contract or Contracts may be entered into may have, exercise, and enjoy all or any of the Liberties which are authorized to be granted to Lessees under the Powers of the said Will and this Act : Provided always, that in every such Contract there shall be inserted a Clause or Condition for vacating the same as to or for Re-entry upon such Part or Parts of the Buildings, Land, or Ground therein comprised and agreed to be let as shall not have been actually leased, and shall not have been built upon, laid out, formed, or improved in the Manner in such Contract stipulated, within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, within a reasonable Time to be thereby appointed, or that in default thereof such Contract shall as to all the Buildings, Lands, and Grounds not actually leased be void : Provided also, that every Lease to be granted under any of the Powers



Powers aforesaid shall be deemed and taken to be duly granted although it shall have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and that after any Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title of the Lessee at Law or in Equity.

V. Provided always, and be it enacted, That it shall and may be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, to accept a Surrender or Surrenders of any Lease or Leases which for the Time being shall be subsisting of any Part or Parts of the said Premises, and upon any such Surrender or Surrenders to grant Leases, and enter into Contracts for granting Leases, under any of the Powers and Authorities in the said Will and this Act contained, of the Hereditaments comprised in the Lease or Leases so to be surrendered; or any Part or Parts thereof, either alone or together with any other Part or Parts of the Buildings, Lands, and Grounds by the said Will and this Act authorized to be leased; making due Allowance in regulating the Terms upon which such Leases shall be granted or agreed to be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered in the Hereditaments so leased or agreed to be leased, or any Part thereof.

Power to accept Surrenders of Leases, and to grant substituted Leases.

VI. And be it enacted, That it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or the Executors or Administrators of such Survivor, or other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, (but subject to such Sanction and Approbation as herein-after in that Behalf is mentioned,) to set out, allot, and appropriate any Part or Parts of the said Lands comprised in the said Schedule to this Act as and for Squares, Gardens, or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences, and to make and form into Squares, Gardens or other open Spaces, Ways, Roads, Streets, Avenues, Passages, Drains, Sewers, Reservoirs, Watercourses, or other Easements and Conveniences the Lands so set out, allotted, and appropriated as aforesaid, and also to divide the said Lands into such Lots or in such Way and Manner as shall be thought most beneficial, and also to fence and enclose all or any of the Lots into which the said Lands shall be so divided as aforesaid, and to plant with Trees and Shrubs or otherwise ornament and embellish any Squares, Gardens, or other open Spaces which shall have been set out and appropriated as aforesaid, or any other Lands comprised in the said Schedule hereto, and also to grub up, cut, and take down all or any of the Hedges, Fences, Timber and other Trees and Underwoods respectively growing and standing on the said Lands or on any Part or Parts thereof, and also to sell and dispose of, either together or in Parcels, and either by public Auction or private Contract, all or any of the said Timber and other Trees and Underwood which shall be so cut down, and also to use and apply the said

Power to divide and improve the Property, by making Roads, Sewers, &c., or laying out Gardens and ornamental Grounds.

[Private.]

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Timber

Timber and other Trees and Underwood, or any Part or Parts thereof respectively, in such Manner as shall be thought most beneficial for effecting the Objects and Purposes of this Act or any of them, and also to dig, sell, and dispose of all such Gravel, Sand, Brick Earth, Clay, and Stone, and other Earth, Soil, or Mineral as it shall be found convenient to remove for effecting any of the Objects and Purposes of this Act, and generally from Time to Time to manage, alter, and improve the said Lands comprised in the said Schedule to this Act, or any of them, or any Part thereof, in such Manner as shall be thought most advantageous to the Persons beneficially interested therein, yet so nevertheless that all or any of the Acts herein-before authorized to be done by the said Trustees or Trustee shall be done, with such Licence or Licences, if any, as shall be necessary in that Behalf according to the Custom of the aforesaid Manor.

Power to purchase contiguous Lands, or Rights and Easements over them, and to make Exchanges of Easements.

VII. And be it enacted, That it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, at any Time or Times after the passing of this Act, (subject to such Sanction and Approbation as herein-after in that Behalf is mentioned,) with and out of any Monies which shall come to their or his Hands as such Trustees or Trustee as aforesaid in respect of the said Copyhold Estate (not being annual Income or Accumulations thereof), to purchase from the Owners of any Lands adjoining or near unto any of the said Lands comprised in the said Schedule to this Act any Rights of Road or other Easements over, in, upon, or under any such adjoining Lands, and to demise to any such Owners, or to any Person or Persons who shall have previously purchased or accepted Leases of any Part of the said Lands comprised in the said Schedule hereto, or their several and respective Heirs, Executors, Administrators, or Assigns, for such Price or Prices, or at such Rent or Rents, as to them the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or such other Trustees or Trustee as aforesaid, shall seem reasonable, any Rights of Road or other Easements over, in, upon, or under any of the said Lands comprised in the said Schedule to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said Trustees or Trustee under the Authority of this present Power, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, and to grant or join in granting for Terms of Years to any Person or Persons who shall have previously accepted Leases of any Part of the said Lands comprised in the Schedule hereto, or their several and respective Executors, Administrators, or Assigns, any Rights of Road or other Easements over, in, upon, or under any of the Lands comprised in the said Schedule to this Act, or any Rights of Road or other Easements which shall have been previously purchased by the said Trustees or Trustee, or the Right of using or enjoying any of the last-mentioned Rights of Road or other Easements, either in consideration of the Lessee or Lessees entering into such Covenants as shall be agreed upon to repair and keep in good Order and Condition, or to contribute such Sum or Proportion as shall

shall be agreed on for or towards keeping in repair, good Order and Condition, the Roads, Sewers, Drains, or other Conveniences the Use or Enjoyment whereof shall be so granted, or in consideration of such Lessee or Lessées paying a Sum or Sums of Money by way of Purchase Money for such Grant, and also covenanting in manner herein-before mentioned (if the said Trustees or Trustee shall think it expedient that such Covenants should be entered into) to repair and keep in good Order and Condition, or to contribute towards keeping in repair, good Order and Condition, the said Roads, Sewers, Drains, or other Conveniences the Enjoyment whereof shall be granted, and to exchange with any such Owners of adjoining Lands any Rights of Road or other Easements or Conveniences over, in, upon, or under any of the said Lands comprised in the Schedule to this Act, for any Rights of Road or other Easements or Conveniences over, in, upon, or under any such adjoining Lands, and upon every or any such Exchange as aforesaid to give or receive any Sum or Sums of Money by way of Equality of Exchange; and moreover, that all Rights of Road or other Easements which shall be purchased or taken in exchange under the Authority of this Act shall be held upon the same Trusts, and with, under, and subject to the same Powers, Provisoes, and Declarations, as the aforesaid Copyhold Hereditaments, except so far as such Trusts, Powers, Provisoes, and Declarations, or any of them, are extended, modified, or otherwise altered by this Act.

VIII. And be it enacted, That in the meantime and until the said Copyhold Lands and Hereditaments mentioned and comprised in the Schedule to this Act shall be sold under the Power in that Behalf contained in the said Will of the said *Philip Hurd*, it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, (subject to such Sanction and Approbation as herein-after in that Behalf is mentioned,) to dispose of and convey any Part of the said Copyhold Hereditaments comprised in the said Schedule to this Act, in exchange for or in lieu of any adjoining or contiguous Lands or Hereditaments of Freehold or Copyhold Tenure which in the Judgment of the said Trustees it shall be expedient to annex to the said Copyhold Hereditaments for the Purpose of laying out or leasing the same more advantageously for Building Purposes, and upon any such Exchange to give or receive any Sum or Sums of Money for Equality of Exchange, the Monies so agreed to be given for Equality of Exchange being paid by the said Trustees or Trustee out of any Monies which shall come to their or his Hands as such Trustees or Trustee as aforesaid (not being annual Income or Accumulations thereof), and also (subject to such Sanction and Approbation as aforesaid) to lay out and invest any Monies which shall come to their or his Hands as such Trustees or Trustee as aforesaid (not being annual Income or Accumulations thereof) in the Purchase of any such adjoining or contiguous Lands as last aforesaid; and the said Trustees or Trustee shall have full Power, upon any such Exchange or Purchase as aforesaid, to insert or accede to any such special or other Stipulations, either as to Title

Power to exchange Lands for contiguous Lands, and to give or take Money for Equality.

or

Land to be  
acquired  
limited to  
Five Acres.

or Evidence of Title, or otherwise, in any Contract for Exchange or Purchase, as they or he shall think fit, and to rescind, abandon, or vary any Contract for Exchange or Purchase; and the said Trustees or Trustee shall stand and be possessed and interested of and in all and singular the Monies which shall become payable to them or him for Equality of Exchange as aforesaid upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, as shall for the Time being be subsisting under or by virtue of the said Will of the said *Philip Hurd* and this Act of and concerning the Monies to arise from Sales of the said Copyhold Hereditaments; and the said Trustees or Trustee shall stand seised and interested of and in the Lands and Hereditaments so to be taken in exchange and purchased respectively by them or him as aforesaid upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, as shall for the Time being be subsisting under or by virtue of the said Will of the said *Philip Hurd* and this Act of and concerning the Lands comprised in the Schedule to this Act: Provided always, that the aggregate Quantity of Land to be taken in exchange and purchased under the Power aforesaid shall not exceed Five Acres; but, so far as relates to the Protection of any Person contracting with the said Trustees or Trustee for any Exchange or Sale of any Lands, the Approval of such Contract by the Court of Chancery in manner herein-after mentioned shall be deemed to be conclusive as to the Propriety and Regularity of such Contract.

Power to  
procure  
Enfranchise-  
ments of  
Copyhold  
Heredita-  
ments.

IX. And be it enacted, That in the meantime and until the said Copyhold Lands and Hereditaments mentioned and comprised in the Schedule to this Act shall be sold under the Power in that Behalf contained [in the said Will of the said *Philip Hurd*, it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will, if they or he shall think proper, (subject to such Sanction and Approbation as herein-after in that Behalf is mentioned,) to procure and accept of and from the Lord or Lady or Lords or Ladies of the said Manor of *Cantlowes* an Enfranchisement or Enfranchisements of all or any Part or Parts of the said Copyhold Hereditaments; and to make such Agreements and Stipulations as to the said Trustees or Trustee shall seem expedient with regard to any Rents, Fines, Heriots, and other customary Payments whatsoever, whether annual or otherwise; or with regard to any Rights of Common or other Rights or Easements which may be appendant or appurtenant to or enjoyed or occupied with the said Copyhold Hereditaments or any Part or Parts thereof, and for the Purpose of carrying into effect any such Enfranchisement or Enfranchisements as aforesaid to make, do, and execute, and also to accept all such Contracts, Agreements, Deeds, Conveyances, and Assurances whatsoever as to the said Trustees or Trustee shall seem necessary or proper; and from and after any such Enfranchisement as aforesaid the said Trustees or Trustee accepting such Enfranchisement, their or his Heirs or Assigns, shall stand seised and interested of and in

5

the

the Freehold Interest acquired by them under or by virtue of such Enfranchisement upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, Agreements, and Declarations, as are in and by the said Will of the said *Philip Hurd* and this Act declared, expressed, and contained of and concerning the Copyhold Hereditaments which shall so have been enfranchised as aforesaid.

X. And be it enacted, That it shall and may be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, (subject to such Sanction and Approbation as herein-after in that Behalf is mentioned,) to borrow and take up at Interest, upon Mortgage of all or any Part or Parts of the Lands and Hereditaments which shall for the Time being be subject to the subsisting Trusts and Powers of the said Will, any Sum or Sums of Money not exceeding in the whole the Sum of Two thousand Pounds, and the Costs, Charges, and Expenses of raising the same, and to make and execute all such Appointments, Surrenders, Conveyances, and Assurances as shall be necessary for effecting and completing any such Mortgage or Mortgages, and to lay out and expend the clear Monies so to be raised in making such Allotments, Appropriations, and Improvements of the Lands and Hereditaments comprised in the said Schedule to this Act, or to be acquired under the Powers of this Act, as the said Trustees or Trustee are hereby empowered to make, or in the Purchase of any such Lands and Hereditaments as they or he are or is hereby empowered to purchase, or in paying any Money agreed to be paid for Equality of Exchange upon any Exchange under the Powers of this Act, or in or about the Enfranchisement of any of the said Copyhold Hereditaments under the Power in that Behalf herein-before contained: Provided always, that no Mortgagee shall be bound or concerned to inquire as to the Necessity or Propriety of raising Money by Mortgage for the Purposes aforesaid or any of them, or to see to the Application thereof, or to see that no more Money is raised than ought to be raised under the aforesaid Power: Provided also, that all Monies arising from any Sale or Sales made under the Power in that Behalf contained in the said Will, or which shall come to the Hands of the said Trustees or Trustee for the Time being under or by virtue of the Trusts and Powers contained in the said Will and in this Act, and which shall be held upon the same Trusts as Monies arising from Sales as aforesaid, shall and may be applied (if the said Trustees or Trustee, subject to such Sanction and Approbation as aforesaid, shall think proper so to apply the same,) in effecting such Allotments, Appropriations, and Improvements as aforesaid, or in making such Purchases and Exchanges or procuring such Enfranchisements as aforesaid, yet so nevertheless that not more than the Sum of Two thousand Pounds in the whole shall be so applied.

Power to raise Money by Mortgage for Purposes aforesaid.

XI. And be it enacted, That the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and other the  
 [Private.] Trustees

Monies coming to Hands of

Trustees to be applied in paying Expenses of Act, Orders of Court, &c.

Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, shall stand and be possessed and interested of and in all and singular the Monies which shall come to their or his Hands in respect of the said Copyhold Estate under or by virtue of the said Will of the said *Philip Hurd* and of this Act (not being annual Income or Accumulations thereof), including the Monies which shall have been raised under the Power to mortgage herein-before contained (subject as to such last-mentioned Monies to the Performance of the Purposes for which the same shall have been raised), upon the Trusts following; (that is to say,) in the first place, upon trust to pay and discharge with and out of the said Monies the Costs, Charges, and Expenses as between Solicitor and Client of and consequent upon the herein-before recited Petitions and Orders, and the Costs, Charges, and Expenses as between Solicitor and Client preparatory to and attending the applying for, obtaining, and passing this Act, and all the Costs, Charges, and Expenses of or attending or in anywise relating to the effecting of such Sales, Exchanges, Grants, Purchases, Enfranchisements, Allotments, Appropriations, and other Purposes as the said Trustees or Trustee are or is by the said Will and this Act authorized to effect, and after answering and satisfying the Trusts and Purposes aforesaid the said Trustees or Trustee shall hold the Residue of the Monies which shall come to their or his Hands as aforesaid upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, as shall from Time to Time, under or by virtue of the said Will of the said *Philip Hurd*, be subsisting with respect to the Monies arising by the Sale of the said Copyhold Lands and Hereditaments under or by virtue of the Power in that Behalf contained in the same Will.

Power to apply Testator's Personal Estate for any of the aforesaid Objects, &c.

XII. And be it enacted, That it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, and the Survivor of them, and other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, to convert into Money any Part or Parts of the Personal Estate of the said *Philip Hurd*, or of the Stocks, Funds, and Securities upon which the same shall for the Time being be laid out or invested, and apply the Monies arising therefrom in or towards Payment and Discharge of all such Monies, Costs, Charges, and Expenses as are herein-before authorized to be paid, but so nevertheless that all Monies so to be applied out of the Personal Estate of the said Testator shall be deemed in Equity to be a Charge upon all the said Copyhold Hereditaments in favour of the Persons entitled to such Personal Estate.

Power to grant a Site for a new Church, with Enclosures and Approaches.

XIII. And be it enacted, That it shall be lawful for the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*, with such Sanction and Approbation as herein-after in that Behalf is mentioned, to appropriate any Part of the Lands and Hereditaments for the Time being subject to the subsisting Trusts of the said Will, not exceeding One Acre, as and for the Site of a new Church, with all proper Enclosures, Approaches, and

and other Appurtenances, and to give, devote, and dedicate the same for ever to Ecclesiastical Purposes, in order that the same may be consecrated by the Bishop to Public Worship according to the Rites of the United Church of *England* and *Ireland* as by Law established, and for that Purpose to take and accept an Enfranchisement of the said Lands so intended to be dedicated as aforesaid of and from the Lord or Lady or Lords or Ladies of the said Manor of *Cantlowes*, and to apply any Monies in their or his Hands under the said Will in and about the procuring such Enfranchisement, and to convey the same Lands to Her Majesty's Commissioners for building new Churches, under the Provisions of the Acts of Parliament for building and promoting the building of additional Churches in populous Parishes.

XIV. Provided always, and be it enacted, That no Money shall be raised by Mortgage under the Power in that Behalf herein-before contained, or be laid out or expended in the Allotment, Appropriation, or Improvement of the Lands and Hereditaments comprised in the said Schedule to this Act, or in the Purchase of any Lands or Hereditaments, or Rights of Way or other Easements or Conveniences, under the Power in that Behalf herein-before contained, and no Exchange of Lands or of Rights or Easements shall be made under the Power in that Behalf herein-before contained, and no Enfranchisement under the Power aforesaid shall be accepted or contracted for, and no Site shall be appropriated, given, or dedicated for the Site of a Church and Appurtenances, under the Power in that Behalf herein-before contained, without the previous Sanction and Approbation of the High Court of Chancery, such Sanction and Approbation to be obtained in a summary Way upon the Petition of the said *James Kennedy Blair* and *Murray Maxwell Johnson*, or the Survivor of them, or other the Trustees or Trustee for the Time being of the said Will of the said *Philip Hurd*.

No Money to be raised by Mortgage, or laid out in Improvements, &c., without the Sanction of the Court of Chancery, to be obtained on Petition.

XV. Provided always, and be it enacted, That it shall and may be lawful for the High Court of Chancery from Time to Time, upon such Petition as aforesaid, to make such Order or Orders as the said Court shall think fit for taxing and settling the Costs, Charges, and Expenses herein-before directed to be paid, and for taxing the Costs, Charges, and Expenses of or relating to the Applications to be made to the said Court under this Act.

Court may make Orders for Taxation and Payment of Costs, &c.

XVI. And be it enacted, That the Powers contained in the said Will of the said *Philip Hurd*, and all the Powers, Clauses, and Provisions in this Act contained, so far as they or any of them shall be applicable, shall extend and apply and be deemed to extend and apply to all Lands and Hereditaments which shall be purchased or taken in exchange under the Powers for those Purposes herein contained, in the same Manner to all Intents and Purposes as if the same had been devised by the said Will of the said *Philip Hurd*, and included in the Schedule to this Act; and that all and singular the Clauses and Provisions herein contained shall from and after the Acquisition of any such Lands by the said Trustees or Trustee be read

Provisions of Will to extend to all acquired Lands.

read and construed as if such Lands were included in the Schedule to this Act.

Powers of Will not to be prejudiced, and Sales under Will may be made in the same Manner as Leases are authorized to be granted.

XVII. Provided always, and be it enacted, That nothing in this Act contained shall in anywise prejudice any of the Powers, Authorities, or Discretions contained in the said Will of the said *Philip Hurd*, so far as the same Powers, Authorities, and Discretions, or any of them, are or shall become exerciseable independently and apart from the Provisions of this Act; and that the Power of Sale contained in the said Will may be exercised either before the granting or during the Continuance of or after the Expiration of any Lease granted under the Powers of the said Will, or the Powers contained in this Act; and that upon the Sale of any Lands under the said Power such Sale or Sales may be made subject to such Covenants, or Stipulations, and to such Reservations, Restrictions, Stipulations, Rights, Easements, and Conveniences, as are herein-before authorized with regard to the leasing and demising of such Lands.

Clauses as to Receipts of Trustees, and their Reimbursement and Indemnity, to apply to Powers of Act.

XVIII. And be it enacted, That the Clauses and Provisions contained in the said Will of the said *Philip Hurd* relative to Receipts given by the Trustees or Trustee thereof, and to the Indemnity and Reimbursement of such Trustees or Trustee, shall extend and apply to all Monies payable to them or him, and to all Matters and Things done by them or him, under or in execution of the Trusts, Powers, and Provisions of this Act, in the same Manner, to all Intents and Purposes, as if such Trusts, Powers, and Provisions had been contained in the said Will.

General Saving of Rights.

XIX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said *Annie Elizabeth Hurd*, *Edith Maria Hurd*, and *Isabel Anne Hurd*, and their respective Heirs, Executors, and Administrators, and the said *James Kennedy Blair* and *Murray Maxwell Johnson* as such Trustees as aforesaid, and their respective Heirs, Executors, and Administrators, and all and every or any other Persons and Person to whom any Estate, Right, Title, or Interest in, to, or out of the said Copyhold Lands, Hereditaments, and Premises mentioned or comprised in the Schedule to this Act, or the Monies to arise from any Sale or other Disposition thereof, shall have been devised or limited or bequeathed, or shall have descended or devolved, or shall descend or devolve, under or by virtue of the said Will of the said *Philip Hurd* as aforesaid,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, in, to, or out of the said Lands and Hereditaments mentioned and comprised in the said Schedule to this Act, or for the Time being subject to the subsisting Trusts of the said Will of the said *Philip Hurd*, and every of them, and every Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have had or enjoyed in case this Act had not been passed.

XX. And



XX. 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.

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

