



ANNO VICESIMO QUINTO & VICESIMO SEXTO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. 3.

An Act to extend the Powers given to the Trustees of the Will of *William Tufnell* Esquire by an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for enabling the Trustee under the Will of the late William Tufnell Esquire to reduce the Fines for the Copyholds held of the Manor of Barnersbury, devised by his Will, as an Encouragement to the Tenants to build thereon, to grant Building and Repairing Leases of the devised Estates, and for other Purposes.*

[29th July 1862.]

**W**HEREAS by Indentures of Lease and Release, bearing Date respectively the Eighteenth and Nineteenth Days of *May* One thousand eight hundred and four, the Release being made between *William Tufnell* of *Chichester* in the County of *Sussex* Esquire, since deceased, of the First Part, *Mary Carleton* of *Bath* in the County of *Somerset* Spinster, afterwards *Mary Tufnell*, of the Second Part, and *Samuel Richard Fydell*, of *Kirton House* near *r* near *Indentures of Lease and Release of the 18th and 19th of May 1804.*

[Private.]

*Tufnell Park Estate Act, 1862.*

near *Boston* in the County of *Lincoln* Esquire, and *John Charles Tufnell*, a Lieutenant Colonel in His Majesty's Service, of the Third Part, (being a Settlement executed previously to the Marriage of the said *William Tufnell* and the said *Mary Carleton*,) for the Considerations therein mentioned the said *William Tufnell* did grant, release, and confirm unto the said *Samuel Richard Fydell* and *John Charles Tufnell*, and to their Heirs, all that Messuage, Tenement, or Dwelling House situate, standing, and being at *Holloway* in the Parish of *Saint Mary Islington* in the County of *Middlesex* on the West Side of the Turnpike Road leading from *London* to *Highgate*, and also all those several Fields, Closes, Pieces, or Parcels of Meadow and Pasture Ground contiguous or near adjoining to the said Messuage, Tenement, or Dwelling House, and held or enjoyed therewith, and commonly called or known by the several and respective Names of the *Home Fields*, the *Seventeen Acres Field*, the *Shoulder of Mutton Piece*, the *Two Hill Fields*, the *Gutter Field*, the *Ten Acres Field*, the *Eleven Acres Field*, and the *Two Five Acres Field*, and containing together by Estimation One hundred and ten Acres or thereabouts, as the same Premises were then in the Tenure or Occupation of *James Graves*, together with all and singular the Appurtenances to the same belonging, to hold the same unto the said *Samuel Richard Fydell* and *John Charles Tufnell*, their Heirs and Assigns, (after the Solemnization of the said intended Marriage,) to the Use of the said *William Tufnell* and his Assigns for and during the Term of his natural Life, and after his Decease to the Use, Intent, and Purpose that the said *Mary Carleton*, in case she should survive the said *William Tufnell*, and her Assigns, might immediately after his Decease, yearly receive during the Term of her natural Life, for her Jointure and in Bar of Dower, an annual Sum or clear yearly Rentcharge of Six hundred Pounds, to be chargeable upon and yearly issuing out of the said Messuage, Hereditaments, and Premises, and to be paid quarterly as therein mentioned, with Powers of Distress and Entry for securing and compelling Payment thereof when in arrear, and subject thereto to the Use of the said *Samuel Richard Fydell* and *John Charles Tufnell*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years; to commence from the Decease of the said *William Tufnell*, without Impeachment of Waste, upon the Trusts therein-after declared, and after the Expiration or other sooner Determination of the said Term, and in the meantime subject thereto, to the Use of the said *William Tufnell*, his Heirs and Assigns for ever; and it was thereby declared that the said Hereditaments were limited to the said *Samuel Richard Fydell* and *John Charles Tufnell*, their Executors, Administrators, and Assigns, for the said Term of Ninety-nine Years, upon trust, by the Ways and Means therein mentioned, for the further and better securing to the said *Mary Carleton* the Payment of the said annual Sum of Six hundred Pounds;



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Pounds; and the said Indenture contained a Proviso for Cesser of the said Term on the Trusts thereof being performed: And whereas the Marriage between the said *William Tufnell* and *Mary Carleton* was duly had and solemnized on or about the Twenty-fourth Day of *May* One thousand eight hundred and four: And whereas the said *William Tufnell* departed this Life on or about the Twenty-sixth Day of *April* One thousand eight hundred and nine: And whereas the said *William Tufnell* (therein described of *Cavendish Square*), by his Will, bearing Date the Thirtieth Day of *July* One thousand eight hundred and five, executed in the Presence of and attested by Three Witnesses, (amongst other things,) expressed himself in the Words following; (that is to say,) “As to my Manor of *Barnsbury* “in the County of *Middlesex*, together with the Farm belonging “thereto, now in the Occupation of *Mr. Graves*, and charged with “the Payment of Three hundred Pounds a Year to my Wife, I give “and devise the said Manor, together with all the Rights, Fines, “and Appurtenances thereto belonging and appertaining, together “with the Farm at *Holloway* so charged as aforesaid, unto *Thomas Creevey* Esquire and *William Brereton* Esquire, and the Survivor of them, and the Executors and Administrators of such Survivor, in trust to pay and apply the Rents, Issues, and Profits thereof to my dear Wife *Mary Tufnell* until such Time as my eldest Son shall attain the Age of Twenty-five Years, and then to him such Son for and during the Term of his natural Life, and from and after his Decease or other sooner Determination of the said Estate to the said *Thomas Creevey* and *William Brereton*, and the Survivor, and the Executors and Administrators of such Survivor, to preserve contingent Remainders, upon trust to pay and apply the Rents, Issues, and Produce thereof to the Use of the eldest Son of such Son of mine and his Heirs for ever; and in case there shall be no Son, or such Son shall die before the Age of Twenty-one Years, then to the Use of my Brother, *John Charles Tufnell*, and his Heirs for ever; and in case I shall die leaving no Son, or such Son shall die before he attains the Age of Twenty-one Years, or is married, then in such Case I give the said Manor and Farm, with the Rights and Appurtenances thereto belonging and appertaining, to my said Trustees, *Thomas Creevey* and *William Brereton* Esquires, in trust to and for the Use of my dear Wife for and during the Term of her natural Life, and from and after her Decease then to the Use of my Brother, *John Charles Tufnell*, for and during the Term of his natural Life, and from and after his Decease then to the Use of *John Charles Fowell Tufnell*, eldest Son of the said *John Charles Tufnell*, for and during the Term of his natural Life, and from and after his Decease, then to the Use of the eldest Son of such *John Charles Fowell Tufnell* and his Heirs for ever, or if he should “ die

Will of  
William  
Tufnell,  
dated 30th  
July 1805.



*Tufnell Park Estate Act, 1862.*

3 G. 4. c. 18.  
(Private.)

“ die leaving no Son then to the Use of *William Tufnell*, Second  
 “ Son of my said Brother, *John Charles Tufnell*, for and during the  
 “ Term of his natural Life, and from and after his Decease to the  
 “ Use of the eldest Son of him the said *William Tufnell* and his  
 “ Assigns for ever :” And whereas by an Act of Parliament made  
 and passed in the Third Year of the Reign of His late Majesty King  
*George the Fourth*, intituled *An Act for enabling the Trustee under*  
*the Will of the late William Tufnell Esquire to reduce the Fines*  
*for the Copyholds held of the Manor of Barnersbury, devised by*  
*his Will, as an Encouragement to the Tenants to build thereon, to*  
*grant Building and Repairing Leases of the devised Estates, and*  
*for other Purposes*, after reciting that the said *William Tufnell*  
 left Issue by the said *Mary Tufnell* Two Sons and One Daughter,  
 (that is to say,) *Henry Tufnell* his eldest Son, *Edward Carleton*  
*Tufnell*, and *Maria Tufnell*, all of whom were Infants under the Age  
 of Twenty-one Years and unmarried, and no other Issue, and that  
 the said *John Charles Fowell Tufnell* had not at that Time any Issue,  
 and the said *William Tufnell*, the Second Son of the said *John*  
*Charles Tufnell*, was an Infant under the Age of Twenty-one Years  
 and unmarried, and reciting that the said *William Brereton* departed  
 this Life on the Nineteenth Day of *November* One thousand eight  
 hundred and twenty, leaving the said *Thomas Creevey*, his Co-trustee  
 under the said Will of the said *William Tufnell* deceased, him  
 surviving, and that the said Manor of *Barnsbury*, commonly called  
 the Manor of *Barners* otherwise *Barnersbury* in *Isledon* otherwise  
*Islington* in the County of *Middlesex*, which was devised by the  
 said Will of the said *William Tufnell* as therein-before was men-  
 tioned, consisted (amongst other things) of the said Farm belonging  
 thereto formerly in the Occupation of *Mr. Graves*, and of divers Copy-  
 hold Lands and Tenements held of the said Manor by Copy of Court  
 Roll, by and under the Rents and Services therefore due, and upon  
 Payment of certain Fines at the Will of the Lord of the said Manor  
 on the Death or Alienation of the Tenants thereof respectively, and  
 that it would be greatly for the Benefit of the Persons interested in the  
 said Farm formerly in the Occupation of *Mr. Graves*, and promote  
 the future good Management and Cultivation thereof, in case the said  
*Thomas Creevey*, as such surviving Trustee as aforesaid, was em-  
 powered to lease the same, and from the Situation of many Parts of  
 the said Farm great Advantages might arise by granting Building  
 Leases of Parts thereof, and reciting that the said Farm then consisted  
 of the several Particulars mentioned and set forth in the First Schedule  
 thereto, and reciting that there was no Power of appointing new  
 Trustees in the Will of the said *William Tufnell* deceased, and that  
 it would be convenient to have such Power, it was by the said Act of  
 Parliament now being stated enacted, that, subject to the said Annuity  
 or yearly Rentcharge of Six hundred Pounds secured by the said In-  
 dentures



*Tufnell Park Estate Act, 1862.*

dentures of Lease and Release of the Eighteenth and Nineteenth Days of *May* One thousand eight hundred and four, and the Powers of Distress and Entry, Term of Years, and other Powers and Remedies thereby created and provided for securing the Payment thereof, it should be lawful for the said *Thomas Creevey*, his Executors or Administrators, or the Trustee or Trustees for the Time being as aforesaid, by and with the Privity and Consent of the Person or Persons for the Time being entitled to the Rents and Profits of the said Farm formerly in the Occupation of Mr. *Graves*, or, if such Person or Persons should be under the Age of Twenty-one Years, of his, her, or their Guardian or Guardians, to be testified by some Writing or Writings under his, her, or their Hand or Hands, by Indenture or Indentures under his, her, or their Hand and Seal or Hands and Seals, to demise, lease, or grant all or any Part of the Lands, Grounds, and Hereditaments comprising the said Farm, and which were particularly mentioned and described in the First Schedule thereunto annexed, as to such Part and Parts thereof whereon it might not be thought advisable to build, unto any Person or Persons for any Term or Number of Years absolute not exceeding Twenty-one Years, and as to such Part and Parts thereof whereon it might be thought advisable to build, unto any Person or Persons for any Term or Number of Years absolute not exceeding Ninety-nine Years, so as every such Grant or Lease should be made to commence in possession and not in reversion, and so as that every such Grant or Lease of such Part of the said Hereditaments as last mentioned should be made in order for the same to be built upon, and so that upon every Grant or Lease of the said Hereditaments there should be reserved and made payable, half-yearly or oftener, during the Continuance thereof, and to be incident to and go along with the Reversion expectant on the Determination of the Terms thereby to be respectively created, the best and most improved yearly Rent or Rents that could be reasonably had or gotten for the same, without taking any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, for the making thereof (save and except as therein-after mentioned), and so as the respective Lessees to whom such Leases should be made should execute Counterparts thereof, and enter into proper Covenants to build and keep in repair the Messuages, Erections, and Buildings erected and to be erected thereon respectively, and to insure and keep the same insured to the Amount of Four Fifth Parts of the Value thereof in some or one of the public Offices of Insurance in *London* or *Westminster*, and to leave and surrender the same respectively at the End of the Term or Terms in such Leases to be respectively granted, and so as in every such Lease there should be inserted a Power and Condition of Re-entry for Non-payment of the Rent or Rents thereby respectively to be reserved by the Space of Thirty-one Days after the same should become due, and

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*Tufnell Park Estate Act, 1862.*

such other Clauses and Conditions, Provisoos, Covenants, and Agreements, as the Person or Persons granting the same should think proper and requisite, and so as none of the said Lessees should be made dispunishable of Waste by any Words therein to be contained, except so far as might be necessary in order to effect any intended Improvement by building; and it was by the said Act further enacted, that in case the said *Thomas Creevey*, his Executors or Administrators, or any future Trustee or Trustees to be appointed in the Stead or Place of him, them, or any of them, as therein-after mentioned, should die, or be desirous of being discharged from, or should refuse, decline, or become incapable to act in the Trusts reposed in him or them by the said Will of the said *William Tufnell* deceased, or by that Act, before the same should have been fully performed, that then and so often as the same should happen it should be lawful for the said High Court of Chancery in a summary Way, upon the Petition of the Person or Persons for the Time being entitled to the Rents and Profits of the Real Estates devised by the Will of the said *William Tufnell* deceased as aforesaid, or if he, she, or they should be under Age then of his, her, or their Guardian or Guardians, from Time to Time to nominate and appoint any other Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, and that when and so often as any such new Trustee or Trustees should be so nominated and appointed as aforesaid, all the Estates which should then be vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act as aforesaid, either solely or jointly with any other Trustee or Trustees by virtue of the said Will or that Act, should thereupon with all convenient Speed be conveyed and transferred in such Sort and Manner so that the same Estates should and might be legally and effectually vested in the surviving or continuing Trustees or Trustee thereof and such new Trustee or Trustees, or in such new Trustees or Trustee solely, as the Case might require, upon the Trusts, and for the Intents and Purposes, and subject to the Powers declared, expressed, and contained in the said Will of the said *William Tufnell* deceased and in that Act, or such and so many of the same as should or might be then subsisting undetermined or capable of taking effect; and it was by the said Act further enacted, that such new Trustee or Trustees should and might in all things act in the Management and Execution of the same, and in the Execution of all and singular the Powers and Authorities thereby granted, to all Intents, Effects, Constructions, and Purposes, as if he or they had been the Trustee or Trustees originally named in and by the said Will of the said *William Tufnell* deceased, and by that Act, and that the said *Thomas Creevey*, his  
Executors



*Tufnell Park Estate Act, 1862.*

Executors and Administrators, and such new Trustee or Trustees as aforesaid, should be answerable only for his and their own Acts, Receipts, Neglects, and Defaults respectively, and not one of them for the other or others of them, or for the Acts, Receipts, Neglects, or Defaults of the other or others of them: And whereas the said *Mary Tufnell*, the Widow of the said Testator *William Tufnell*, departed this Life in the Month of *August* One thousand eight hundred and twenty-nine: And whereas the said *Henry Tufnell* attained the Age of Twenty-five Years on the Tenth Day of *November* One thousand eight hundred and thirty: And whereas the said *Thomas Creevey*, the surviving Trustee under the Will of the said *William Tufnell* deceased, departed this Life in the Month of *February* One thousand eight hundred and thirty-eight; and by an Order of the High Court of Chancery, bearing Date the Twentieth Day of *March* One thousand eight hundred and thirty-eight, and made in the Matter of the said Act on the Petition of the said *Henry Tufnell*, it was ordered, that it should be referred to the Master of the said Court in rotation to nominate and appoint some proper Person or Persons to be Trustee or Trustees under the Will of the said *William Tufnell* deceased, and of the Act of Parliament in the Petition mentioned, in the Place and Stead of the said *Thomas Creevey* deceased, and, if necessary, it was ordered that the said Master should settle and approve of a proper Conveyance or Conveyances, in case the Parties differed about the same, for vesting the devised Estates therein mentioned in such Person or Persons so to be appointed upon the Trusts and subject to the Powers declared thereof in and by the said Will and the said Act of Parliament, or such of the same Trusts as still remained to be performed: And whereas Lord *Henley*, who was the Master in rotation to whom the said Reference was made, by his Report, bearing Date the Twenty-third Day of *May* One thousand eight hundred and thirty-eight, nominated the Honourable *Anthony John Ashley Cooper* of *Grosvenor Square* in the County of *Middlesex* Esquire to be Trustee of the said Will of the said *William Tufnell* deceased, and of the said Act of Parliament, in the Place and Stead of the said *Thomas Creevey* deceased: And whereas by an Indenture bearing Date the Sixteenth Day of *April* One thousand eight hundred and forty-nine, and made between the said *Samuel Richard Fydell* Esquire of the First Part, the said *Henry Tufnell* of the Second Part, and the said *Anthony John Ashley Cooper* of the Third Part, the Lands and Hereditaments comprised in the First Schedule to the said Act were conveyed by the said *Samuel Richard Fydell*, discharged from a Mortgage affecting the same at the Time of the Decease of the said *William Tufnell*, to the Uses, upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Limitations, Powers, Provisoos, and Declarations in and by or by virtue of the said recited Will of the said *William Tufnell* and the said

Indenture  
dated 16th  
April 1849.



*Tufnell Park Estate Act, 1862.*

Will of John  
Charles  
Tufnell,  
dated 18th  
Feb. 1841.

said Act of Parliament, or either of them, limited, declared, expressed, and contained of and concerning the same Hereditaments, or such of them as were then subsisting and capable of taking effect and being exercised: And whereas the said *Henry Tufnell* intermarried twice; *videlicet*, first, in the Year One thousand eight hundred and thirty, with *Anne Augusta Wilmot Horton*, who died on the Sixteenth Day of *July* One thousand eight hundred and forty-three, and, secondly, in the Year One thousand eight hundred and forty-four, with the Honourable *Frances Byng*, who died on the Fourth Day of *June* One thousand eight hundred and forty-six, but there was not any Male Issue of either of such Marriages: And whereas on or about the Thirtieth Day of *May* One thousand eight hundred and forty-eight the said *Henry Tufnell* intermarried with the Right Honourable Lady *Anne Primrose*, and there was Issue of that Marriage One Son only, born on the Fifteenth Day of *May* One thousand eight hundred and fifty-four, and named *Henry Archibald Tufnell*: And whereas the said *John Charles Tufnell*, the Brother of the said Testator *William Tufnell*, duly made his Will, bearing Date the Eighteenth Day of *February* One thousand eight hundred and forty-one, and thereby gave and devised all and singular the Messuages, Lands, Tenements, and Hereditaments, and Estates and Effects whatsoever and wheresoever, which the said *John Charles Tufnell* was entitled to, interested in, or had the Power to dispose of, in reversion or remainder, or upon any Contingency or otherwise, under or by virtue of the Will of his late Brother, *William Tufnell* deceased, unto and to the Use of *Uliana Margaret Tufnell* his Wife, and his Sons *Thomas Jolliffe Tufnell* and *Thomas Robert Tufnell*, their Heirs, Executors, Administrators, and Assigns, upon trust, as soon as they should be in the actual Possession or entitled to receive the Rents, Issues, and Profits of the same Estates, to sell the same in manner therein mentioned, and to stand possessed of the Monies to arise from such Sales, upon trust, after Payment of the Costs and Expenses, to pay and divide the Residue of the Monies unto and amongst all such of his Children living at his Death as should then have attained or thereafter attain the Age of Twenty-one Years in equal Shares and Proportions as Tenants in Common, and their respective Executors, Administrators, and Assigns; and the said Testator declared that if any of his Children died in his Lifetime, leaving lawful Issue living at the said Testator's Death, or if any of his Children who should be living at his Decease should afterwards die under the Age of Twenty-one Years, leaving lawful Issue at his, her, or their Death or respective Deaths, then in either and every of such Cases the Share to which each such Child or each of such Children so dying as aforesaid would have been entitled by virtue of that his Will of or in the Trust Monies aforesaid in case he or she had attained the Age of Twenty-one Years, or survived the said Testator and attained that Age, as the

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*Tufnell Park Estate Act, 1862.*

Case might be, should be held in trust for an only Child of each such Child, if there should be but One such Grandchild, upon his or her attaining the Age of Twenty-one Years, or if there should be Two or more such Grandchildren, then in trust for all such of them as should attain the Age of Twenty-one Years, in equal Shares as Tenants in Common if more than One: And whereas the said Testator *John Charles Tufnell* was married once only, to *Uliana Margaret Fowell*, and died in the Month of *November* One thousand eight hundred and forty-one, without having revoked or altered his said Will: And whereas there was Issue of such Marriage, who lived to attain the Age of Twenty-one Years, Nine Children, and no more; *videlicet*, the Reverend *John Charles Fowell Tufnell*, *William Tufnell*, *Arthur Bonham Tufnell*, the Right Reverend *Edward Wyndham Tufnell* Lord Bishop of *Brisbane*, *Thomas Jolliffe Tufnell*, *Thomas Robert Tufnell*, *Mary Jane Jennings*, now the Widow of *Edward Jennings* Esquire, *Frances* late the Wife of the Venerable *Robert Young Keays*, and *Henrietta Susanna* late the Wife of *Thomas Dewell* Esquire, and no Child of the said *John Charles Tufnell* died in his Lifetime leaving Issue, or after his Death, but under the Age of Twenty-one Years, leaving Issue: And whereas the said last-named *William Tufnell* died on or about the Twelfth Day of *November* One thousand eight hundred and thirty-three, in the Lifetime of the said *John Charles Tufnell*, and without having been married: And whereas the said *Arthur Bonham Tufnell* died in the Month of *May* One thousand eight hundred and thirty-six, in the Lifetime of the said *John Charles Tufnell*, and without having been married: And whereas the said *Uliana Margaret Tufnell* departed this Life in the Month of *January* One thousand eight hundred and forty-eight: And

Indenture  
dated 7th  
Nov. 1844.

whereas by an Indenture dated the Seventh Day of *November* One thousand eight hundred and forty-four, and made between the said *Thomas Jolliffe Tufnell* of the First Part, *Henrietta Fannin* Spinster of the Second Part, and the said *Thomas Robert Tufnell* and *John Thomas Campbell* Solicitor of the Third Part, and *Henry Molony* Esquire and *Charles Rolleston* Esquire of the Fourth Part, the said *Thomas Jolliffe Tufnell* covenanted with the said *Thomas Robert Tufnell* and *John Thomas Campbell*, their Heirs and Assigns, in case the Marriage then intended and shortly afterwards solemnized between the said *Thomas Jolliffe Tufnell* and *Henrietta Fannin* should take effect, to vest in the said *Thomas Robert Tufnell* and *John Thomas Campbell*, their Heirs, Executors, Administrators, and Assigns, One Moiety or equal Half Part or Share of the Real Estates to which the said *Thomas Jolliffe Tufnell* was entitled in contingency by virtue of the said Will of the said *William Tufnell* deceased, and by virtue of the said Will of the said *John Charles Tufnell*, and also One equal Half Part or Share of the Monies and Personal Estate and Effects to which the said *Thomas Jolliffe Tufnell* was entitled in contingency

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under



*Tufnell Park Estate Act, 1862.*

under and by virtue of the said Wills of the said *William Tufnell* and *John Charles Tufnell* deceased; or either of them, upon trust for the Benefit of the said *Thomas Jolliffe Tufnell* and *Henrietta Fannin*, and the Child or Children and Issue of the said then intended Marriage: And whereas there has been Issue of such Marriage Two Children only, Daughters, named *Iva Maria Catherine Henrietta Tufnell* and *Florence Emma Kate Tufnell*: And whereas the said Venerable *Robert Young Keays* died at Sea on the Twelfth Day of *March* One thousand eight hundred and fifty-five, leaving the said *Frances Keays*, his Widow, him surviving, and the said *Frances Keays* died on the Second Day of *December* One thousand eight hundred and fifty-seven, having duly made her Will, bearing Date the Twenty-ninth Day of *December* One thousand eight hundred and fifty-six, whereby she appointed her eldest Son *Charles Frederic Keays*, her Brother, the Right Reverend *Edward Wyndham Tufnell* Bishop of *Brisbane*, and *William Collum*, her Executors, and the said Bishop of *Brisbane* alone duly proved such Will, and a Codicil thereto, in the Prerogative Court of the Archbishop of *Canterbury* on the Ninth Day of *January* One thousand eight hundred and fifty-eight: And whereas the said *Henrietta Susanna Dewell* died in the Lifetime of her Husband, the said *Thomas Dewell*, and the said *Thomas Dewell* died on the Twenty-ninth Day of *August* One thousand eight hundred and fifty-three, having duly made his Will, bearing Date the Second of *February* One thousand eight hundred and forty-seven, whereby he appointed the said *Thomas Robert Tufnell* and his then Wife, *Elizabeth Ann Dewell*, his Executors, and the said *Thomas Robert Tufnell* alone duly proved such Will, and a Codicil thereto, on the Eleventh Day of *November* One thousand eight hundred and fifty-three, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said *Henry Tufnell* departed this Life on the Fifteenth Day of *June* One thousand eight hundred and fifty-four, leaving the said Right Honourable Lady *Anne Tufnell* his Widow, and the said *Henry Archibald Tufnell* his only Son, him surviving, having made a Will, bearing Date the Thirtieth Day of *April* One thousand eight hundred and forty-nine, with Two Codicils thereto, bearing Date respectively the Twenty-sixth Day of *February* One thousand eight hundred and fifty-two, and the same were duly proved in the Prerogative Court of the Archbishop of *Canterbury* by the said *Edward Carleton Tufnell*; his sole Executor: And whereas by an Order of the High Court of Chancery, bearing Date the Nineteenth Day of *July* One thousand eight hundred and fifty-four, the said Right Honourable Lady *Anne Tufnell* and the said *Edward Carleton Tufnell* were appointed Guardians of the Person of the said *Henry Archibald Tufnell*: And whereas by another Order of the High Court of Chancery, bearing Date the Twenty-seventh Day of *February* One thousand eight hundred and fifty-six, the said Right Honourable Lady

*Anne*

Order of the  
Court of  
Chancery,  
dated 19th  
July 1854.

Order of  
Court of  
Chancery,  
dated 27th  
Feb. 1856.



*Tufnell Park Estate Act, 1862.*

*Anne Tufnell* and the said *Edward Carleton Tufnell* were appointed Guardians of the Estate of the said *Henry Archibald Tufnell*: And whereas by an Order of the High Court of Chancery, made in the Matter of the Estate of the said *William Tufnell* deceased, the Trustee Act, 1850, and of the recited Private Act passed in the Third Year of His late Majesty King *George* the Fourth, bearing Date the Twenty-fourth Day of *November* One thousand eight hundred and fifty-five, the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, then of *Northfleet* in the County of *Kent*, Esquire, were appointed Trustees of the said Will of the said *William Tufnell* deceased, and of the said Act of Parliament passed in the Third Year of His late Majesty King *George* the Fourth, in the Place of the said *Anthony John Ashley Cooper*; and the said *Anthony John Ashley Cooper* was thereby appointed to convey, on behalf of the unknown Heir of *Thomas Creevey* deceased, in the said Will named, all such of the Manor and other Hereditaments therein-after mentioned as were then vested in the unknown Heir; and it was ordered that the Manor, and all other the Hereditaments then subject to the Trusts of the same Will declared for the Benefit of the said *Henry Archibald Tufnell*, be conveyed by the said *Anthony John Ashley Cooper*, as well on his own Behalf as on behalf of the unknown Heir of the said *Thomas Creevey*, unto the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, their Heirs and Assigns, as such new Trustees as aforesaid: And whereas by an Indenture bearing Date the Fifth Day of *March* One thousand eight hundred and fifty-six, and made between the said *Anthony John Ashley Cooper* of the one Part, the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell* of the other Part, it was witnessed, that in pursuance of the said Order of the Twenty-fourth Day of *November* One thousand eight hundred and fifty-five the said *Anthony John Ashley Cooper* did, as well on his own Behalf as on behalf of the unknown Heir of the said *Thomas Creevey*, grant unto the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, their Heirs and Assigns, all such of the Manors and other Hereditaments then subject to the Trusts of the said Will, declared for the Benefit of the said *Henry Archibald Tufnell*, as were vested in the said unknown Heir of the said *Thomas Creevey*, and all other the Hereditaments then subject to the Trusts of the said Will, declared for the Benefit of the said *Henry Archibald Tufnell*, with their Appurtenances, to hold the same unto the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, their Heirs and Assigns, to the Use of the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*; their Heirs and Assigns for ever, but nevertheless upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers and Provisoos, as under the said Will of the said *William Tufnell* deceased, and the said Act of Parliament of the Third Year of His late Majesty King *George* the Fourth, or either of them, were then

Order of  
Court of  
Chancery,  
dated 24th  
Nov. 1855.

Indenture  
dated 5th  
March 1856.



*Tufnell Park Estate Act, 1862.*

Bill filed in  
Chancery by  
Henry  
Archibald  
Tufnell.

then subsisting and capable of taking effect and being exercised :  
And whereas in the Year One thousand eight hundred and fifty-seven  
the said *Henry Archibald Tufnell*, by *John Shaw* his next Friend,  
filed his Bill of Complaint in the High Court of Chancery against the  
said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, and the  
said Bill, after stating the several Instruments, Facts, Events, and  
Private Act of Parliament herein-before recited (except the said Inden-  
ture of the Sixteenth Day of *April* One thousand eight hundred and  
forty-nine, the Will of the said *John Charles Tufnell*, and the subse-  
quently herein-before recited Facts and Events relating to the said  
*John Charles Tufnell* and his Issue), and stating, among other things,  
that the Power to grant Building Leases created by the said Act of the  
Third of *George* the Fourth had been found insufficient to provide for  
the advantageous leasing of the Lands, Grounds, and Hereditaments,  
and that it was desirable and would be for the Benefit of the Persons  
interested and to become entitled under the said Testator's Will that  
more ample Powers and Provisions for the leasing and for laying out  
and improving the said Lands and Grounds should be created, and  
for that Purpose that a new Act of Parliament should be applied  
for unless the Object could be accomplished under the Provisions of  
the Act intituled *An Act to facilitate Leases and Sales of Settled  
Estates*, and that it would be for the Benefit of the Plaintiff if the  
Defendants were directed from Time to Time to pass their Accounts  
in the said Court of Chancery, and to pay the Balance which from  
Time to Time might be in their Hands, and if the Plaintiff or Defen-  
dants were enabled from Time to Time to submit to the said Court  
such Proposals in relation to the Management of the said Estates,  
or the obtaining further Powers of Leasing and Management, as he  
or they might consider it desirable should receive the Sanction of  
the said Court, prayed (amongst other things) that the Defendants  
might from Time to Time account with the Plaintiff in the said  
Court for their Receipts and Payments in respect of the said Estates,  
and their Balances from Time to Time might be transferred and  
paid into the said Court, and be invested for the Benefit of the  
Plaintiff, and that the Plaintiff and Defendants respectively might  
have Liberty to submit to the Master of the Rolls, in Chambers,  
Proposals in respect to the Management of the said Estates, and to  
the obtaining further Powers of Leasing and Management, and under  
his Sanction to carry into effect such Proposals, with such Variations,  
if any, as his Honour might approve, and to make any Payment  
which his Honour might think proper and authorize to be made :  
And whereas the Defendants to the said Suit duly appeared thereto,  
and the said Cause was heard before his Honour the Master of the  
Rolls on the Sixth Day of *June* One thousand eight hundred and  
fifty-seven, and by the Decree then made it was (amongst other  
things) ordered that the Defendants should pass an Account from  
Time

Decree of  
Court.



*Tufnell Park Estate Act, 1862.*

Time to Time of the Rents, Profits, and Income of the said Estates as the Judge should direct, and from Time to Time pay into the Bank, with the Privity of the said Accountant General, to be there placed to the Credit of the said Cause, to an Account to be entitled "The Account of the Plaintiff, *Henry Archibald Tufnell*, an Infant, " subject to Succession Duty," the Balances as therein mentioned, to be invested, with Directions for Accumulation as therein also mentioned; and it was ordered that the Plaintiff and Defendants respectively should submit to the said Judge in Chambers such Proposals in respect to the Management and Leasing of the Estates, and the obtaining further Powers of Leasing and Management, as they might consider expedient: And whereas under the Provisions of the Acts of Parliament passed for the Enfranchisement of Copyholds certain Enfranchisements have been effected of Tenements held of the said Manor of *Barnersbury*, and the Monies paid for such Enfranchisements have been paid into the High Court of Chancery under the Provisions of such Acts in that Behalf: And whereas Leases of Parts of the said Lands, Grounds, and Hereditaments comprised in the said First Schedule to the herein-before recited Act have been granted under the Power to grant Building Leases created by such Act, but such Power has been found insufficient to provide for the advantageous leasing of the same Lands, Grounds, and Hereditaments for Building Purposes: And whereas the Plaintiff in the said Suit being advised that the Objects mentioned in the said Bill for the Improvement of the said Estate could not be accomplished under the Provisions of the Act, intituled *An Act to facilitate Leases and Sales of Settled Estates*, applied to the Master of the Rolls for Liberty for the Defendants to apply for a new Act of Parliament for the Purposes before mentioned, and his Honour, by an Order made on the Twenty-third Day of *April* One thousand eight hundred and sixty-two, ordered that the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell* be at liberty to apply to Parliament for an Act, giving them, as Trustees of the Will of the said Testator *William Tufnell* deceased, more ample Powers for leasing and laying out the *Tufnell Park* Estate for Building Purposes, including the Acceptance of the Surrender of existing Leases, and in granting new Leases to make Allowances in respect thereof, and for entering into Arrangements with Owners of adjoining Lands for the Use of Roads and Sewers, and effecting Exchanges of small Pieces of Land with such Owners, and also Power to apply Monies arising under the Enfranchisement Acts (not exceeding Four thousand Pounds) in the Formation of Roads, Sewers, Drains, and other Conveniences, and to grant Sites (limited to One Acre in the whole) for a Church and Schools, and for obtaining other Powers and Provisions for the better Management of the said Estate; and such Order provided that the Draft of the Bill for the Act be settled by the

Order of  
Court of  
Chancery,  
dated 23d  
April 1862.

[*Private.*]

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Judge:



*Tufnell Park Estate Act, 1862.*

Judge: And whereas it is desirable and would be for the Benefit of the Persons interested and to become interested in the said Lands, Grounds, and Hereditaments that Powers should be created in accordance with the said Order of the Twenty-third Day of *April* One thousand eight hundred and sixty-two; but the same cannot be created without the Authority of Parliament: And whereas the Schedule hereto annexed is a Copy of the said First Schedule annexed to the herein-before recited Act: And whereas in pursuance of the said recited Order of Court of the Twenty-third Day of *April* One thousand eight hundred and sixty-two the Chief Clerk of the said Master of the Rolls made a Certificate in the said Cause, dated the Second Day of *June* One thousand eight hundred and sixty-two, and thereby certified as follows; (to wit,) "In pursuance of the  
 " Directions given to me by the Master of the Rolls I hereby cer-  
 " tify that the Result of the Proceeding which has been prosecuted  
 " in pursuance of the Order made in this Cause, dated the Twenty-  
 " third Day of *April* One thousand eight hundred and sixty-two, is  
 " as follows:—The Plaintiff and Defendants have attended by their  
 " respective Solicitors: The Draft of a Bill to Parliament, to be  
 " entitled An Act to extend the Powers given to the Trustees of  
 " the Will of *William Tufnell* Esquire by an Act of Parliament  
 " passed in the Third Year of the Reign of His late Majesty King  
 " *George* the Fourth, intituled 'An Act for enabling the Trustee  
 " ' under the Will of the late *William Tufnell* Esquire to reduce  
 " ' the Fines for the Copyholds held of the Manor of *Barnersbury*,  
 " ' devised by his Will, as an Encouragement to the Tenants to build  
 " ' thereon, to grant Building and Repairing Leases of the devised  
 " ' Estates, and for other Purposes,' has been settled and approved  
 " by the said Judge, and is identified by my Signature at the Foot  
 " thereof; and the several Instruments, Facts, and Events recited in  
 " the Preamble of the said Draft Bill before the Recital of this Cer-  
 " tificate have been proved in this Cause:" Therefore Your Majesty's most dutiful and loyal Subjects, the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Power to  
Trustee or  
Trustees of  
Will of Wil-  
liam Tufnell,  
with the Ap-  
probation of  
the Court of

I. It shall and may be lawful to and for the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, or the Trustee or Trustees for the Time being of the Will of the said *William Tufnell* deceased, to be appointed under the Power in that Behalf contained in the herein-before recited Act (with the Approbation of the High Court of Chancery, and by and with the Privity and Consent of the Person or  
 Persons



*Tufnell Park Estate Act, 1862.*

Persons for the Time being entitled to the Rents and Profits of the Hereditaments specified in the Schedule to this Act, or if such Person or Persons shall be under the Age of Twenty-one Years, of his, her, or their Guardian or Guardians, to be testified by some Writing under his, her, or their Hand or Hands), by any Deed or Deeds to demise or lease for any Term or Number of Years absolute, not exceeding Ninety-nine Years, to take effect in possession and not in reversion or by way of future Interest, all or any Part or Parts of the Lands comprised in the said Schedule to this Act, and all or any Part or Parts of any other Lands or Hereditaments which shall for the Time being, by any Means soever, have become subject to the subsisting Dispositions of the said Will of the said *William Tufnell* deceased, and shall be contiguous or lie near to the Lands and Hereditaments comprised in the said Schedule, or to some Part thereof, to any Person or Persons whomsoever who shall be willing substantially to improve or repair any of the present or any future Houses or Buildings upon any Part of the said Lands and Hereditaments respectively, or to erect and build any House or Houses or other Buildings in lieu or stead thereof, or in addition thereto, or to erect and build any House or Houses or other Buildings on any Part of the said Lands whereon no Building shall be then standing, or who shall be willing to annex any of the said Lands for Gardens, Yards, Courts, or other Conveniences to Buildings erected and built, or to be from Time to Time erected and built, on the said Lands or any Part thereof, or who shall be willing, by the Construction of Roads or Sewers, or Works of a similar Nature, otherwise to improve the same Lands and Premises, or any Part thereof respectively, and with or without Liberty for the Lessee or Lessees to take down or remove all or any Part or Parts of the Buildings (if any) standing or being upon or within the Land in such Leases respectively to be comprised, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed on; and with or without Liberty for the Lessee or Lessees to set out and allot any Part or Parts of the Premises to be comprised in any such Lease or Leases as and for the Site of any Streets, Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, or otherwise, for the Use and Convenience of the several Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also with or without Liberty for the Lessee or Lessees to make, lay, or use in or under any Part of the Land which may be so set out and allotted for Squares, Crescents, or other open Spaces, Streets, Roads, Ways, Avenues, Passages, or otherwise as aforesaid, or any other Part which shall not have been previously leased of the said Lands hereby authorized to be leased as aforesaid, or (so far as any Reservation in any Lease which shall have been previously made of any Part of the said Lands will authorize) any Part which shall have

Chancery and the Consent of Persons beneficially entitled, to grant Building Leases.



*Tufnell Park Estate Act, 1862.*

have been previously leased of the said Lands, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, or other Conveniences to any present or future Houses, Buildings, or Works, and either reserving or not reserving the Right of making, laying, or using any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, Roads, Ways, Passages, or other Conveniences, or any other Liberties or Privileges in, upon, through, over, or under the Lands leased; and also with or without Liberty for the Lessee or Lessees to dig, take, and carry away in and out of the Land to be comprised in his, her, or their Lease or respective Leases any such Earth, Clay, Sand, Gravel, or other Soil as it shall be found necessary or convenient to move for effecting any of the Purposes aforesaid, and also to dig and excavate any Earth, Clay, or Sand out of any convenient Part of the respective Premises to be comprised in such respective Leases, and to manufacture the same into Bricks or Tiles or other Materials to be used in such new Buildings, Repairs, or Improvements as aforesaid; and also with or without any Rights of Way and other Liberties or Privileges which to such Person or Persons granting such Lease or Leases respectively shall seem reasonable; and either with or without Covenants and Stipulations, to be entered into or made by or on the Part of the Lessee or Lessees, to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Part or Parts of the said Lands and Premises hereby authorized to be leased as aforesaid, which Contributions may be made payable either to the Lessor or Lessors, or otherwise, and either in advance or otherwise, and may be regulated by the Assessment to the Poor Rate, or fixed by the Surveyor to the Estate, or otherwise as may be agreed upon, and either with or without Covenants and Stipulations as to the Mode in which any other Part or Parts of the said Lands hereby authorized to be leased as aforesaid shall be built upon, laid out, used, or improved; so as in every such Lease or Demise there be reserved and made payable (except in the Cases where yearly Rents of not less than Five Shillings may be reserved, according to the Provisions herein-after contained,) the best yearly Rent that can at the Time of the making or granting of any such Lease, according to the Nature and Circumstances of the Case, be reasonably had or gotten for the same, to be made payable half-yearly or oftener; and so that every such Lease or Demise be made without taking any Fine, Premium, or Foregift, or anything in the Nature thereof, for or in respect of making the same, other than the Surrender of any pre-existing Lease or Leases; and so as in every such Lease or Demise made for the Purpose of having Buildings erected or constructed there shall be contained a Covenant on the Part of the Lessee or Lessees to build, construct, and finish the Messuages, Erections, and Buildings



*Tufnell Park Estate Act, 1862.*

Buildings which may be agreed to be built or constructed on the Premises within a Time to be specified for that Purpose, and to keep in repair during the Term such Buildings; and so as in every such Lease or Demise made for the Purpose of having Buildings repaired or built there shall be contained a Covenant on the Part of the Lessee or Lessees to rebuild or repair the same within a Time to be specified for that Purpose, and to keep in repair during the Term the Messuages and Buildings agreed to be rebuilt and repaired; and so that in every such Lease or Demise to be made for any of the Purposes aforesaid there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent or Rents to be thereby respectively reserved, and all Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever affecting the Premises to be respectively comprised in such Lease, and also a Covenant for keeping the Messuages and Buildings erected and built, and to be erected and built, or repaired on the Premises, to be therein comprised, insured from Loss or Damage by Fire, to the Amount of Three Fourth Parts at the least of the Value thereof, in some or One of the Public Offices for Insurance in *London* or *Westminster*, and to lay out the Money to be received by virtue of such Insurance, and all such other Sums of Money as shall be necessary, in substantially repairing, rebuilding, and reinstating such Messuages or Buildings as shall be destroyed or damaged by Fire, and also to surrender the Possession of and leave in repair the Messuages, Erections, and Buildings to be erected and built, or repaired or constructed, on the Premises therein comprised, on the Expiration or sooner Determination of the Term to be thereby granted; and so as in every such Lease or Demise there be contained a Power for the Person or Persons for the Time being entitled to the same Premises in remainder or reversion immediately expectant on the Term to be thereby granted, or his, her, or their Surveyors or Agents, to enter upon the Premises and inspect the Condition thereof, and also a Provision or Condition of Re-entry for Nonpayment of the Rent thereby reserved for any Space exceeding Forty Days, or for Nonperformance of any of the Covenants, Provisoes, or Conditions therein contained on the Part of the Lessee or Lessees, and either with or without a Proviso that no Breach of any of the Covenants to be therein contained, except of the Covenant for Payment of the Rent, and such other Covenant or Covenants (if any) as may be agreed upon between the Parties to be so excepted, shall occasion any Forfeiture of such Lease or of the Term thereby granted, or give any Right of Re-entry, unless or until Judgment shall have been obtained in an Action for such Breach of Covenant, nor unless the Damages and Costs to be recovered in such Action should remain unpaid for the Space of Three Calendar Months after Judgment shall have been obtained in such Action; and every such Lease may also contain any other Covenants, Agreements, Powers, Conditions, or Restrictions

[*Private.*]

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which



*Tufnell Park Estate Act, 1862.*

which shall appear reasonable to the Person or Persons granting such Lease or Leases respectively, and so as that the respective Lessees execute and deliver to the Lessor or Lessors Counterparts of their respective Leases: Provided always, that the First Payment of the Rent to be reserved in any Lease to be made under the Provision herein-before contained may be made to commence and become payable on any Day not exceeding Two Years and a Half from the Date of such Lease, and may be made to increase periodically, beginning with such Portion of the full Rent to be ultimately payable as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or be thought proper, and as shall be expressed in such Lease, regard being had to the Progress of the Buildings or Works agreed to be built or repaired, or of the Improvements agreed to be made, but so that the full Rent shall be payable before the End of the Fourth Year of the Term.

Certificate of Persons to whom Counterpart Lease delivered to be Evidence that it was executed.

2. The Certificate in Writing of the Person or Persons to whom any Counterpart of any Lease to be made under the Authority of this Act is to be delivered as aforesaid, acknowledging that he or they hath or have received such Counterpart, shall be and be deemed Evidence that such Counterpart was executed and duly delivered.

Power for Trustees, with such Approbation and Consent as aforesaid, to lay out Streets, &c. on the Lands authorized to be let, &c.

3. It shall be lawful for the Person or Persons for the Time being authorized by virtue of this Act to grant Leases as aforesaid (with such Approbation and Consent as aforesaid) to lay out and appropriate any Part or Parts of the Lands of which he or they is and are herein-before authorized to grant Leases as aforesaid as and for a Way or Ways, Street or Streets, Square or Squares, Crescent or Crescents, Avenue or Avenues, or other open Spaces, Passage or Passages, Sewer or Sewers, or other Conveniences, for the general Improvement of the same Lands or Grounds respectively, and the Accommodation of the Tenants and Occupiers thereof, in such Manner as shall be agreed upon in any such Grant, Demise, or Lease respectively, or in any general Deed to be executed for that Purpose, such general Deed (if any) to be sealed and delivered by the Person or Persons who for the Time being may exercise the Power of leasing herein-before given (with such Approbation and Consent as aforesaid), and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*; and also by such Lease or Leases or general Deed to give and grant such Privileges and other Easements as such Person or Persons shall deem reasonable or convenient, and to enter into such Arrangements with the Owners of any Lands adjoining or near unto any of the Lands hereby authorized to be leased as to the laying out, making, using, and enjoying of any Roads, Sewers, Drains, or other Conveniences either upon, through, in, or over the Lands hereby authorized to be leased, or such adjoining Land; and, with  
a view



*Tufnell Park Estate Act, 1862.*

a view to the more advantageous laying out and demising of any Lands under the Powers hereby given, to effect, with the Approbation of the said Court of Chancery, Exchanges of Parts of such Lands (but not exceeding Five Acres in the whole) for other Lands lying near thereto.

4. Provided always, That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (with such Approbation and Consent as aforesaid) to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or any Part or Parts of the Lands of which he or they respectively is or are herein-before authorized to grant Leases as aforesaid, with the Buildings (if any) which shall be standing thereon, pursuant to the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable, and to agree when and as any Lands or Buildings so agreed to be let, or any Part or Parts thereof, shall be built, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent stipulated in any such Contract or Contracts, to demise and lease the Lands or Buildings mentioned in such Contract or Contracts, or any Part or Parts thereof, to the Person or Persons contracting to take the same as aforesaid, or his, her, or their Executors, Administrators, or Assigns, or to such other Person or Persons as he, she, or they shall nominate and appoint in that Behalf, for and during 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, but so nevertheless that if the yearly Rent to be reserved on any such Lease shall bear a greater Proportion to all the Rent in the Contract agreed to be reserved than the Quantity of Land to be comprised in such Lease shall bear to all the Land comprised in the Contract, then and in such Case the same Rent shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land and Buildings to be comprised in such Lease when fit for Habitation or Use, and (if the Persons entering into such Contract shall think the same expedient) to agree that the full Rent specified in such Contract or Contracts shall 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 not less than Five Shillings, 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, and 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 on the

Power to  
enter into  
Contracts.



*Tufnell Park Estate Act, 1862.*

the Lease or Leases granted of a competent Part or competent Parts of the said Lands thereby agreed to be demised (such competent Part or Parts not being of less annual Value when built upon or otherwise improved as aforesaid than Six Times the full yearly Rent specified in such Contract or Contracts), the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of not less than Five Shillings; and in case of Leases to be granted at the yearly Rent of not less than Five Shillings, to agree to grant the same after the Land 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 not exceeding Two Years and a Half from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be convenient or be thought proper, and as in such Contract or Contracts respectively shall be expressed, regard being had to the Quantity of Land 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 Power of leasing herein-before contained.

Every Contract to contain a Condition for vacating the same, as to such Part of the Land as shall not be built upon, within a reasonable Time.

5. Provided also, That in every such Contract for a Lease there shall be inserted a Clause or Condition for vacating the same Contract, as to or for Re-entry upon such Part or Parts of the Land and Buildings therein comprised and agreed to be let as shall not have been actually leased, on Breach of any of the Stipulations in such Contract contained on the Part of the intended Lessee or Lessees, 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, and pay the reasonable Charges of preparing the same, within a reasonable Time to be thereby appointed, or that in default thereof



*Tufnell Park Estate Act, 1862.*

thereof such Contract shall, as to the Lands and Buildings not actually leased by virtue of the same Contract, be void, and every such Contract shall be binding on all Persons interested in the Hereditaments to be comprised therein, and shall be carried into execution by a Lease or Leases, to be granted in pursuance of the Power and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

6. If the Person or Persons for the Time being entitled to the immediate Reversion or Remainder of any Lands or Buildings comprised or to be comprised in any Lease or Contract granted or to be granted under the herein-before recited Act or this Act shall enter upon the same Lands or Buildings, and recover or retain Possession thereof, under or by virtue of any Condition of Re-entry therein contained, then and in every such Case it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid (with such Approbation and Consent as aforesaid) to grant Leases or enter into Contracts for granting Leases and afterwards to grant Leases of the same Hereditaments, under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously entered into.

On Re-entry new Leases or Contracts may be granted.

7. Provided always, That it shall be lawful for the Person or Persons for the Time being authorized to grant Leases by virtue of this Act (with such Approbation and Consent as aforesaid) from Time to Time to enter into any new Contract by way of Addition to or Explanation or Alteration of any such Contract for the Time being and herein-before authorized, or to release any Person or Persons liable thereto from the Observance of any Contract wholly or in part, and to enter into any new Contract in lieu of such Part of such Contract as shall have been so released, or to accept or authorize a Release or Surrender of all or any of the Hereditaments comprised in any Contract, or in any now subsisting Lease or Contract, and to apportion the Rent thereby reserved or agreed so to be, and that the Hereditaments so surrendered or released may be leased or contracted to be leased, under the Powers herein contained, in the same Manner as if no Contract for leasing the same had been previously entered into, but so that the original Contract, when altered by any new Contract hereby authorized, be in conformity to the Powers and Provisions of this Act.

Contracts may be modified, and new ones entered into.

8. Provided always, That every Lease to be granted under any of the Provisions of this Act shall be deemed and taken to be duly granted, although it may have been preceded by a Contract, and such Contract shall not in all respects have been duly observed, and whether the same shall or shall not purport to have been granted in

Leases consistent with the Provisions of this Act to be good, though made in pursuance

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pursuance



*Tufnell Park Estate Act, 1862.*

suance of  
Contracts  
not duly ob-  
served.

After Lease  
executed,  
Contract not  
to form Part  
of Evidence  
of Title.

pursuance of such Contract, and notwithstanding any Variation between such Lease and such preceding Contract, provided that such Lease shall be conformable with the Restrictions and Provisions herein-before contained with respect to Leases hereby authorized to be granted; and that after any such Lease shall have been executed the Contract for such Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the same Lease.

Power to  
confirm  
Leases void-  
able from In-  
formalities.

9. It shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (with such Approbation and Consent as aforesaid) from Time to Time to confirm any Lease or Leases or general Deed purporting to have been granted or made by virtue of this Act in any Case in which, for some technical Error, Informality, or Irregularity in granting or executing the same, or entering into the Contract for granting the same, such Lease or Leases shall be void or voidable, or (with such Approbation and Consent as aforesaid) to grant any Lease or Leases, pursuant to the Powers and subject to the Restrictions herein-before contained, in lieu of such void or voidable Lease or Leases, for any Term or Number of Years not exceeding the then Residue of the Term or Terms of Years granted or purported to be granted by such void or voidable Lease or Leases, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in such void or voidable Lease or Leases respectively.

Power to ac-  
cept Surren-  
ders of exist-  
ing Leases.

10. It shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid from Time to Time (with such Approbation and Consent as aforesaid) to accept a Surrender or Surrenders or Relinquishment of any existing Leases, Terms, or Tenancies of any Lands, Hereditaments, or Easements hereby authorized to be leased, whether such Leases or Tenancies shall be subsisting at the Time of the passing of this Act, or shall have been granted under the Powers in the said recited Act or this Act, or otherwise, and (with such Approbation and Consent as aforesaid) to grant any new Lease or Leases, or to enter into any new Contract or Contracts for a Lease or Leases, (pursuant to the respective Powers and subject to the respective Restrictions herein-before contained,) of the Hereditaments or Easements comprised in the Lease or Leases, or Tenancy or Tenancies, so surrendered or relinquished, either to the Person or Persons making such Surrender or Relinquishment or to any other Person or Persons whomsoever, and either alone or together with any other Part or Parts of the Hereditaments or Easements hereby authorized to be leased as aforesaid, yet so nevertheless that, so far as regards any Lands or Grounds or Buildings to be leased for building or repairing Purposes on a Surrender of any prior Lease thereof which may have been granted under the Pro-  
visions



*Tufnell Park Estate Act, 1862.*

visions of this Act, the same shall be leased or contracted to be leased only for a Term or Terms of Years, or Estate or Interest not exceeding the then Residue of the Term or Terms of Years or other Estate or Interest granted by the Lease or respective Leases so surrendered, and at and under the same yearly Rent or Rents as was or were, or a larger Rent or Rents than was or were, reserved in the original Lease or Leases, and so nevertheless that no Fine or Premium shall be accepted and taken for making any Confirmation or Confirmations, or new Lease or Leases whatsoever, which shall be made under the present Power.

11. As respects any Lease which may be granted under the Provisions of this Act upon the Surrender of a Lease which shall have existed prior to this Act, it shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid, in estimating the Amount of Rent to be paid for any Lease which may be so granted as last aforesaid, to make such a Remuneration or Allowance in the way of Remission or Abatement of annual Charge upon the Premises so surrendered to the Person so surrendering the same in regulating the Rent and other Terms on which such new Lease shall be granted for the Value (if any) of the Estate or Interest which shall have been so surrendered as shall be reasonable, but so that no such Remission or Abatement of annual Charge shall continue or endure for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered (if such Estate or Interest had not been surrendered) would have determined by Effluxion of Time, so that the Rent for the Premises in respect of which such Remission or Abatement of annual Charge is authorized to be made as aforesaid shall not, during the Term or Period for which such Remission or Abatement shall be made, be less in Amount than the Rent which immediately before the Surrender of the same Premises was payable in respect of the same.

Power to make Allowances for Value of existing Interests where existing Leases are surrendered.

12. In case the Person or Persons for the Time being herein-before authorized to grant Leases as aforesaid shall at any Time or Times hereafter enter into any Covenant or Covenants with the Lessee or Lessees of any Part or Parts of the said Lands or other Hereditaments herein-before authorized to be leased as aforesaid as to the Mode in which any other Part or Parts of the said Lands or other Hereditaments shall be built upon, laid out, used, worked, or improved, such Covenant or Covenants shall be binding upon all Persons whomsoever claiming under the original Lessee and Lessees, and at any Time thereafter having or claiming such other Part or Parts of the said Lands or other Hereditaments, in respect of the Estate or Estates of such Person or Persons so having or claiming, and whilst he or they shall have or claim such Estate or Estates respectively, but no further

Certain Covenants to run with the Land.



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further or otherwise, and such last-mentioned Person or Persons shall be liable to the Covenantor or Covenantors, his, her, or their Executors, Administrators, and Assigns respectively, upon such Covenant or Covenants in the same Manner and to the same Extent as the original Covenantor or Covenantors, his or their Heirs, Executors, or Administrators, and as such Person or Persons so having or claiming such Estate or Estates respectively, would have been liable in case he, she, or they had originally entered into such Covenant or Covenants, instead of the said original Covenantor or Covenantors, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates, and such original Covenantor or Covenantors shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by him or them.

Power to apply Monies arising under the Enfranchisement Acts in paying the Expenses of Improvements.

**13.** It shall and may be lawful to and for the said *Edward Carleton Tufnell* and *Thomas Robert Tufnell*, and other the Trustee or Trustees for the Time being of the Will of the said *William Tufnell* deceased, and they and he are and is hereby authorized and empowered, with the Consent of the said Court of Chancery, from Time to Time to apply any Sum or Sums not exceeding in the whole the Sum of Four thousand Pounds, Part of the Monies which have arisen or shall arise from the Enfranchisement of Copyholds within the said Manor of *Barnersbury*, under the Provisions of the Acts of Parliament for the Enfranchisement of Copyholds, in or towards the laying out and Formation of any Road or Roads, Way or Ways, Street or Streets, Square or Squares, Pleasure Ground or Pleasure Grounds, Avenue or Avenues, Crescent or Crescents, Passage or Passages, Sewer or Sewers, Drain or Drains, or other Conveniences upon, in, over, or under the said Lands, or otherwise in or towards the laying out or Improvement of the said Lands hereby authorized to be leased.

Power to Court to make Orders for Taxation of Costs, and for Payment thereof out of such Monies.

**14.** It shall be lawful for the said Court of Chancery from Time to Time, upon Application of the said Trustees or Trustee for the Time being, to make such Order or Orders as to the said Court shall seem fit for taxing and settling the Costs, Charges, and Expenses incurred in and about the obtaining and passing this Act, and of the several Applications to be made to the Court respecting the Matters aforesaid, and for Payment of all such Costs, Charges, and Expenses as aforesaid out of the Monies arisen or to arise from such Enfranchisements as aforesaid.

Power to grant Sites for a Church and Schools.

**15.** It shall be lawful for the Person or Persons for the Time being authorized to grant Leases as aforesaid (with such Approbation and Consent as aforesaid) to grant or convey by way of Gift, in Fee Simple,



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Simple, to any Person or Persons whomsoever, any Piece or Pieces or Plot or Plots of Land containing not more than One Acre in the whole, forming Part of the Lands hereby authorized to be leased, for the Site or Sites of a Church or Chapel for the Worship of God according to the Form of the Church of *England* as by Law established, and of a Schoolhouse or Schoolhouses for the Education of Persons connected with the said Church, or for One only of such Purposes.

16. Provided always, That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to suspend, revoke, annul, prejudice, lessen, or affect the Powers of leasing or other Powers contained in the herein-before recited Act, except so far as the same may be defeated or affected by the Exercise of any of the Powers contained in this Act; but the Powers hereby given shall not be exercised so as to defeat or prejudice any existing unsurrendered Estate or Interest already created, or which previously to the Exercise of such Powers shall have been created under the Powers of the said recited Act.

Powers of this Act not to lessen those of recited Act.

17. Every Application to the said Court of Chancery for the Purposes of this Act, and every Order thereon, may be made by Petition in a summary Way, or by Motion or Summons.

Application to Court may be by Petition, &c.

18. Saving 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 and Successors, Executors and Administrators, (other than and except the said *Henry Archibald Tufnell, Edward Carleton Tufnell, Thomas Jolliffe Tufnell* and *Henrietta* his Wife, *Iva Maria Catherine Henrietta Tufnell, Florence Emma Kate Tufnell, John Thomas Campbell, Thomas Robert Tufnell*, the Reverend *John Charles Fowell Tufnell*, the Right Reverend *Edward Wyndham Tufnell* Lord Bishop of *Brisbane*, *Mary Jane Jennings*, and all and every other Person and Persons to or upon whom any Estate, Right, Title, or Interest of, in, or to the Lands, Hereditaments, and Premises herein-before mentioned hath been devised, given, limited, or settled, or hath come or devolved, or shall come or devolve, under or by virtue of the said Wills of the said *William Tufnell* the Testator, and the said *John Charles Tufnell*, and the said Indentures of the Seventh Day of *November* One thousand eight hundred and forty-four, and the Sixteenth Day of *April* One thousand eight hundred and forty-nine respectively,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever of, in, to, or out of the same Lands, Hereditaments, and Premises, and every or any Part thereof, as they, every, or any of them had before the passing of

General Saving of Rights.

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*Tufnell Park Estate Act, 1862.*

this Act, or could or might have had, held, or enjoyed if this Act had not been passed.

As to Consent of the Right Rev. E. W. Tufnell.

19. And whereas the said Right Reverend *Edward Wyndham Tufnell*, the Lord Bishop of *Brisbane*, is at present in *Australia*, and his Consent to this Act hath not been proved: Therefore this Act, or anything herein contained, shall not be of any Effect as against him, or his Executors or Administrators, unless and until his or their Consent shall be signified by Writing under his or their Hand or Hands, attested by at least One Witness, and such Writing shall be enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act; and after the Enrolment of such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive in every respect as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; (that is to say,)

‘ I the Right Reverend Edward Wyndham Tufnell, Lord Bishop of  
 ‘ Brisbane, [or I, the Executor or Administrator, or we, the Execu-  
 ‘ tors or Administrators, as the Case may be, of the Right Reverend  
 ‘ Edward Wyndham Tufnell, Lord Bishop of Brisbane,] do hereby  
 ‘ consent to an Act of Parliament passed in the Twenty-fifth and  
 ‘ Twenty-sixth Years of the Reign of Queen Victoria, intituled “ An  
 ‘ “ Act to extend the Powers given to the Trustees of the Will of  
 ‘ “ William Tufnell, Esquire, by an Act of Parliament passed in the  
 ‘ “ Third Year of the Reign of His late Majesty King George the  
 ‘ “ Fourth, intituled “ An Act for enabling the Trustee under the Will  
 ‘ “ of the late William Tufnell, Esquire, to reduce the Fines for the  
 ‘ “ Copyholds held of the Manor of Barnersbury, devised by his Will,  
 ‘ “ as an Encouragement to the Tenants to build thereon, to grant  
 ‘ “ Building and Repairing Leases of the devised Estates, and for other  
 ‘ “ Purposes.” ’

Short Title.

20. This Act may be cited for any Purposes, “ *Tufnell Park Estate Act, 1862.* ”

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

21. This Act shall not be a Public Act, but 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.

The



*Tufnell Park Estate Act, 1862.*

The SCHEDULE before referred to ;

Containing the PARTICULARS of the DEMESNE FARM at HOLLOWAY belonging to the Manor of BARNERS otherwise BARNERSBURY, formerly in the Occupation of Mr. GRAVES.

Premises.	Quantity.		
	Acres.	Roods.	Poles.
Close of Land called the Six Acres - - -	6	0	13
Close of Land called the Gutter Field - - -	11	1	0
Close of Land called the Great and Little Hill Field -	16	3	20
Close of Land called the Hanging Field - - -	9	3	4
Close of Land called the Middle Field and Terry Wiskin	12	3	2
Close of Land called the Ten Acres - - -	11	0	16
Stable, Tenement, Cow-shed, and other Buildings situate on a Close of Land called the Homestead.			
Close of Land called the Four Acres - - -	5	0	25
Close of Land called the Seven Acres - - -	7	3	16
Close of Land called the Upper Hanger or Shoulder of Mutton Field - - -	7	0	20
Messuage at Holloway, West Side of Turnpike Road leading to Highgate ; so much of the Outbuildings behind the said Messuage as consist of a Barn, Brew-house, and Stable, and measuring in Length from the Back of the said Messuage, about 94 Feet.			
Also the Stack-yard, Homestead, Court-yard and Garden contiguous to the said Messuage - - -	3	2	22
Paddock called the Moat Field - - -	2	3	36
Paddock called the Lime Field - - -	5	2	31
Slip of Waste adjoining the Road - - -	1	0	24
Close or Paddock called Mead Field, or Seventeen Acres	17	1	15
Slip of Waste adjoining the Road, now in Three Pieces -	1	0	3
Total - - -	119	3	7

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1862.



