



CHAP. 8.

An Act to authorize the Wardens and Commonalty of the Mystery of Grocers of the City of London, as trustees under the will of Dame Margaret Slaney, deceased, to consent to the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, in the City of London, and for enabling the trustees to carry into more complete effect the trusts of the will, and for facilitating such union. A.D. 1869.

[9th August 1869.]

WHEREAS Dame Margaret Slaney, formerly the wife of Sir Stephen Slaney, Knight, and Alderman of the city of London, by her will dated the twentieth day of October one thousand six hundred and twelve, gave to the Company of Grocers in London, or such other Company there as her executors should think fit, the sum of two thousand pounds, to be paid to them within six months after her death, upon trust and to the intent that it might remain as a perpetual stock for the purchasing, restoring, and re-uniting again to the church of some impropriated benefices and parsonages in manner therein expressed; (that is to say,) that as soon as they conveniently might after the receipt of the said sum they should purchase therewith, or with the greater part thereof, the inheritance of some appropriated benefice or parsonage, and having purchased the same should thenceforth bestow yearly some competent portion of the profits and revenues of the said benefice for the maintenance of a learned preacher in the said parish, and should retain the estate of the said benefice in their own hands, with the residue of the said profits and revenues arising therefrom, until they should have gathered so much as would make up again the said sum of two thousand pounds, and then, by advice of learned counsel, should disappropriate the said benefice impropriate, so as the same, with the full profits thereof, should from thenceforth for ever be and remain to some ecclesiastical person and his successors, to be from thenceforth parson or rector of the said

Will of Dame
Margaret
Slaney,
dated 20th
Oct. 1612.

A.D. 1869.

benefice or parsonage in such sort as other ecclesiastical livings not impropriate remained; and she thereby declared that the Company into whose hands the said two thousand pounds should be delivered should so continue for ever the same course of employing the same in purchasing appropriated benefices and maintaining learned preachers in the same parishes, and in restoring and re-uniting again unto the church the said appropriated benefices by disappropriating the same as aforesaid; and that the Company might benefit themselves by the said money she declared that they should allow for so much thereof as should from time to time remain in their hands after such rate as should be agreed upon between them and her executors towards increase of the said stock, and that the patronage of such benefices as should be so re-united or disappropriated should belong to the said Company, and that the said benefices so disappropriated should be donative and not presentative, and that they should for ever be discharged from the payment of first fruits and tenths, and from all fees whatsoever due or claimed by the archdeacon, bishop of the diocese, or archbishop of the province; she also (amongst other things) directed that the said Company should annually deliver to the Governors of Christ's Hospital a statement of the employment of the said stock and of all receipts and payments concerning the same; and the testatrix appointed her two daughters, Dame Mary Weild and Dame Elizabeth Leonard, executrixes of her said will:

Indenture declaring trusts of 2,000*l.* paid pursuant to the will.

And whereas by an indenture dated in the seventeenth year of the reign of King James the First, and made between the said executrixes of the first part, the Governors of Christ's Hospital of the second part, and the Wardens and Commonalty of the Mystery of Grocers of the city of London (herein-after called the Grocers Company) of the third part, it was declared that the said executrixes had paid the sum of two thousand pounds to the Grocers Company upon the trusts before mentioned, and the Grocers Company covenanted to lay out and dispose of the same agreeable to the will of the testatrix, and to deliver yearly a just and true account to the Governors of Christ's Hospital of their employment as well as application thereof, and that the Grocers Company should allow five pounds per centum for all sums from time to time in their hands, and should also allow to the Governors of Christ's Hospital six shillings and eightpence per centum per annum for every such sum of money to be bestowed on the poor of the said hospital, and that in case after the purchase of an impropriate rectory or parsonage and the restoration of the stock of two thousand pounds as directed in the will, the laws of the realm should not permit that the church should be presentative or donative as therein mentioned,

then that the Grocers Company should allow to a godly and learned resident minister, who should labour faithfully in his calling and preach there twice every Sabbath, all the profits of the same rectory or parsonage :

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And whereas out of the fund thus established the Grocers Company purchased prior to the year one thousand six hundred and eighty-eight the impropriate benefice of Allhallows Steyning, otherwise Staining (herein-after called Allhallows Staining), in the city of London :

Purchases made by the Grocers Company out of the Trust Fund.

And whereas in Trinity Term one thousand seven hundred and fifty-nine an information was filed in the High Court of Chancery by His Majesty's then Attorney General, at the relation of the then incumbent of the church of Allhallows Staining, for the purpose of obtaining the direction of the said Court for rebuilding the parsonage house of his said living, and paying the expense thereof out of the said fund, and after a reference to one of the Masters of the Court, and his report and opinion as to what was proper to be done, the Lord Chancellor, assisted by the Master of the Rolls, on the fourth day of December one thousand seven hundred and sixty-one, ordered that a sum not exceeding seven hundred pounds should be laid out in rebuilding the said parsonage house :

Order of Court for rebuilding parsonage house of Allhallows Staining.

And whereas in obedience to the said decree the said Grocers Company rebuilt the parsonage house of the living of Allhallows Staining (since commonly called the curate's house) :

Rebuilding of the parsonage house.

And whereas no disappropriation has been effected of the benefice of Allhallows Staining, or of the impropriate tithes or endowments thereof, but the Grocers Company have from time to time appointed the ministers or perpetual curates of the parish upon every avoidance of the incumbency of that office since their stated purchase of the benefice, and have granted all the endowments of the benefice to such ministers or perpetual curates for the terms of their respective incumbencies :

Benefice not disappropriated, but curate appointed from time to time by Grocers Company.

And whereas in the year one thousand eight hundred and fifty-one the Grocers Company in pursuance of the said trust appointed the Reverend Francis John Stainforth to the perpetual curacy of Allhallows Staining, and in order to carry into effect as nearly as practicable the trusts of the said will the Grocers Company by a deed or instrument in writing under their common seal, dated the seventeenth day of December one thousand eight hundred and fifty-one, granted to him as such incumbent the rectory or curate's place or curacy of the church of Allhallows Staining, and the great and small tithes, and the messuage called the curate's house, to hold the same so long as he should be resident curate on the said living,

Appointment of Reverend Francis John Stainforth as curate of Allhallows Staining, and grant to him of the tithes of the parish during his incumbency.

A.D. 1869. and observe and perform the terms, restrictions, and true meaning of the said will of the said Dame Margaret Slaney :

That tithes of All-hallows Staining have been commuted.

And whereas the tithes of the parish of Allhallows Staining have been commuted under the provisions of "The London (City) Tithes Act, 1864," into annual fixed tithes or sums of money in lieu of tithes amounting to the annual sum of one thousand six hundred pounds, subject to the periodical revision as provided by the Act :

29 & 30 Vict. c. 11. (Private.)

And whereas by "Lady Slaney's (Trust) Estate Act," passed in the year one thousand eight hundred and sixty-six, and herein-after called "Lady Slaney's (Trust) Estate Act, 1866," the Grocers Company were authorized, subject to certain provisions in the same Act contained, to consent to a then contemplated scheme about to be prepared under the provisions of the Act of Parliament of the twenty-third and twenty-fourth years of the reign of Her present Majesty, chapter one hundred and forty-two, commonly called "The Union of Benefices Act," for the union of the benefice of Allhallows Staining and the benefice of Saint Catherine Coleman in the city of London :

Impossibility of carrying into effect scheme contemplated by that Act.

And whereas it has been found impossible to carry into effect the scheme contemplated by "Lady Slaney's (Trust) Estate Act, 1866," for the union of the benefice of Allhallows Staining and Saint Catherine Coleman by reason of the vestry of Saint Catherine Coleman refusing to agree to the terms proposed by the Bishop and assented to by the Grocers Company for such union :

Patrons of the benefice of Saint Olave, Hart Street.

And whereas the patronage of the benefice of Saint Olave, Hart Street, is vested in Joseph Turnley, Henry Johnson, Richard Williams, Thomas Williamson, and George Young, as trustees for the benefit and on behalf of the parish of Saint Olave, Hart Street, and they are the persons who in case such benefice were vacant would be entitled to present thereto :

That the union of benefices of Allhallows Staining and Saint Olave, Hart Street, would be advantageous.

And whereas the trustees of the benefice of Saint Olave, Hart Street, and the Grocers Company consider that it may be advantageous to unite the benefices of Allhallows Staining and Saint Olave, Hart Street, under the provisions of the herein-before mentioned Act known as the Union of Benefices Act, and the Bishop of London, deeming it desirable that such union should be effected, has prepared proposals for a scheme for effecting the same, which proposals are contained in the schedule to this Act, and have been submitted to the vestries of the respective parishes of Allhallows Staining and Saint Olave, Hart Street, and assented to by them :

Desirable that patrons be empow-

And whereas it is desirable that the Grocers Company, as the patrons of the benefice of Allhallows Staining (who are willing to

assent to the said proposals), should be empowered to consent to a scheme under the provisions of the Union of Benefices Act for the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, in accordance with the terms of the said proposals, and that the proceeds of the sale which by the proposals is recommended to be made of the site and materials of the church of Allhallows Staining, and of the curate's house, should constitute a fund for building churches and also (if sufficient for the purpose) parsonages in the localities and in the manner herein-after specified, and that the sole patronage of such new churches should be vested in the Grocers Company as trustees of Dame Margaret Slaney's will in lieu of the patronage of the benefice of Allhallows Staining, and that the new churches to be so built should be endowed in the manner herein-after provided out of the endowment of the present benefice of Allhallows Staining :

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ered to consent to such scheme.

And whereas it is desirable that the Grocers Company as trustees of the will of Dame Margaret Slaney should be empowered, in the event of the proposed scheme for the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, not being affirmed by an Order of Her Majesty in Council under the provisions of the Union of Benefices Act, to consent to any scheme under the last-mentioned Act for the union of the benefice of Allhallows Staining with any other contiguous benefice :

Desirable if new proposed scheme fail that Grocers Company be empowered to consent to the union of Allhallows Staining with some other contiguous benefice.

And whereas the said Francis John Stainforth, who at the time of the passing of "Lady Slaney's (Trust) Estate Act, 1866," was the incumbent of Allhallows Staining, has since departed this life, and the Grocers Company have not yet appointed any minister to succeed him in such incumbency, and since his decease the tithes of Allhallows Staining have been received by the Grocers Company, and it is desirable that provision should be made for the application of the accumulations which have arisen therefrom and which may arise from the tithes until the proposed union of the benefice of Allhallows Staining with the benefice of Saint Olave, Hart Street, or with some other contiguous benefice, is effected, or until the existing vacancy of the benefice of Allhallows Staining has been filled :

Death of Reverend Francis John Stainforth and subsequent receipt of tithes by Grocers Company.

And whereas the objects aforesaid cannot be effected without the aid and authority of Parliament :

Therefore Your Majesty's dutiful and loyal subjects the Grocers Company 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

A.D. 1869. Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited for all purposes as "Lady Slaney's (Trust) Estate Act, 1869;" and the herein-before mentioned Act called Lady Slaney's (Trust) Estate Act may be cited for all purposes as "Lady Slaney's (Trust) Estate Act, 1866."

Interpre-
tation of
terms.

2. In this Act the expression "the Bishop" shall mean the Lord Bishop of London for the time being; the expression "the Commissioners" shall mean the Ecclesiastical Commissioners for England; the expression "the Grocers Company" shall mean the Wardens and Commonalty of the Mystery of Grocers of the city of London; the expression "the trustees of Saint Olave, Hart Street," shall mean the said Joseph Turnley, Henry Johnson, Richard Williams, Thomas Williamson, and George Young, and their successors in their said trust; the expression "the tithes of Allhallows" shall mean the annual fixed tithes or sums of money in lieu of tithes into which (subject to periodical revision) the tithes of the parish of Allhallows Staining have been commuted; the expression "the Union of Benefices Act" shall mean the Act of the twenty-third and twenty-fourth years of the reign of Her present Majesty, chapter one hundred and forty-two, and shall include any other Act for the time being in force for altering or amending the same; the expression "the will" shall mean the herein-before recited will of Dame Margaret Slaney, deceased.

Trustees
of Lady
Slaney's will
empowered
to consent to
contemplated
scheme for
union of
benefices of
Allhallows
Staining and
Saint Olave,
Hart Street.

3. Notwithstanding the trusts and directions contained in the will and in the indenture of the twentieth day of December one thousand six hundred and twenty respectively, the Grocers Company, as the legal impropiators and patrons of the benefice of Allhallows Staining may consent to the proposals contained in the schedule to this Act, and which have been prepared by the Bishop, as herein-before is mentioned, for effecting the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, in the city of London, and to a scheme to be prepared by the Commissioners under the Union of Benefices Act for carrying such proposals and the several provisions of this Act into effect.

Certain pro-
visions may
be embodied
in the
scheme.

4. And such scheme may embody the provisions specified in the schedule to this Act, with such additions and alteration therein (if any) as the Commissioners, with the consent of the Bishop and of the Grocers Company and of the trustees of Saint Olave, Hart Street, shall deem necessary for carrying such scheme into effect, and as shall be approved by the vestries of the respective parishes of Allhallows Staining and Saint Olave, Hart Street; and the scheme

with such alterations or variations (if any) therein shall be as valid and effectual as the same would have been in case such provisions and such alterations or variations (if any) respectively had been by the Union of Benefices Act and this Act respectively expressly authorized to be inserted in such scheme; and the Grocers Company and the Clothworkers Company, named in the said schedule, are hereby authorized and empowered to execute, do, and perform all acts, deeds, and things necessary for carrying the said scheme into effect; and the seventeenth and twenty-second sections of the Union of Benefices Act (except so much of the seventeenth section as requires notice to be given by the churchwardens to the parties therein specified of the intention to remove the remains of persons deposited under the church to be pulled down, and the subsequent part of that section) shall not be applicable to such scheme, and the fifteenth section of the Union of Benefices Act shall not be applicable to such scheme unless it contain any such alteration or variation as aforesaid; and after the union shall take effect the freehold of the churchyard of the parish of Allhallows Staining shall be vested in the incumbent for the time being of the united benefice; and inasmuch as the proposals prepared by the Bishop for the contemplated scheme for the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, have been assented to by the respective vestries of the parishes of Allhallows Staining and Saint Olave, Hart Street, such consents shall respectively be deemed to be consents by those vestries to the scheme to be prepared by the Commissioners for carrying such proposals into effect (unless the scheme shall contain any alteration in or variation from such proposals); and (unless the scheme shall contain any such alteration or variation) it shall be sufficient for the purposes of the eighth section of the Union of Benefices Act for the Commissioners to certify to Her Majesty in Council the scheme, and that the proposals for the same have been consented to by the Bishop, the Grocers Company, the trustees of Saint Olave, Hart Street, and the vestries of the parishes of Allhallows Staining and Saint Olave, Hart Street, and that such scheme is in pursuance of this Act, and (unless the scheme shall contain any such alteration or variation as aforesaid) so much of the eighth section of the Union of Benefices Act as requires the assent or the objection respectively of the vestries to the proposals to be notified to the Bishop shall not be applicable to such last-mentioned scheme or to the union to be effected thereby.

5. The proceeds of the sale of the site of the church and curate's house, and of the materials of the church, shall not be dealt with

The proceeds of the sale of sites of the

A.D. 1869.
church of
Allhallows
Staining, &c.
to be applied
as directed
by this Act.

under the twenty-second section of the Union of Benefices Act, but there shall be paid thereout in the first place all expenses which shall be incurred by or under the sanction or direction and on behalf of the Bishop or the Commissioners in promoting the union and in otherwise carrying such scheme into execution, including all preliminary expenses so incurred, and the residue of such monies shall, together with all accumulations made by means of the interest thereof, be appropriated and applied by the Commissioners for the purposes and in the manner herein-after directed, and the Grocers Company shall do all acts required on their part for confirming any such sales and vesting such purchase monies in the Commissioners.

Such pro-
ceeds to be
augmented
by accumu-
lation of a
proportion of
the payments
in lieu of the
tithes of
Allhallows
Staining,
and the
whole to
constitute
"the special
fund."

6. The tithes of Allhallows arising after the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, shall be and continue vested in the Grocers Company in fee and shall be received by the Grocers Company, and the same, or so much thereof as shall not for the time being be required for endowments or otherwise for the purposes of this Act, shall be accumulated by them by way of compound interest by investments upon any of the securities upon which trustees are or shall be by any existing or future Acts of Parliament authorized to invest trust monies, and they shall when required by the Commissioners pay over to them the tithes so received and all the accumulations so made. The monies so paid to the Commissioners shall be applied by them in augmentation of the proceeds of the sale of the site of the church of Allhallows Staining, and of the curate's house, and of the materials of the church, which proceeds, including the augmentation to be so made, are herein-after called "the special fund."

Providing
for the ap-
plication of
"the special
fund."

7. The special fund (except where otherwise directed by this Act) shall be applied in the erection of three churches in new districts now respectively formed or hereafter to be formed in the diocese of London, to be selected for the purpose by the Grocers Company and approved by the Bishop, no such new district being situate wholly or in part at a greater distance than six miles (measured in a straight line) from the cathedral church of Saint Paul in the city of London, or of so many of such churches as the fund shall be sufficient to construct.

Tithes of
Allhallows to
constitute an
endowment
for the new
churches.

8. The tithes of Allhallows shall not belong to the united benefice or to the incumbent, but shall continue payable to the Grocers Company, and shall be applied by them as directed by this Act.

Amount of
endowments
to be deter-

9. The Bishop and the Grocers Company, or in case of their difference then the Commissioners, shall determine what proportion

of the tithes of Allhallows Staining shall be paid by the Grocers Company to the incumbent for the time being of each of the three new churches, and the proportion so determined in respect of each new church shall, upon and after the consecration of such new church, become the endowment thereof, and shall be paid and applied by the Grocers Company accordingly; and for the purposes of this Act the tithes of Allhallows, as well before as after the same or any part thereof shall have been appropriated as an endowment for the new churches, shall be apportionable (by the Grocers Company when received by them) in the same manner as if the same tithes had been payments accruing due de die in diem.

A.D. 1869.
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mined by the
Bishop and
Grocers
Company.

10. After the consecration of the first new church so much of the tithes of Allhallows as shall not be required for the endowment of such new church shall be retained by the Grocers Company and invested and accumulated by them by way of compound interest in the manner herein-before mentioned until the same, with the accumulations, shall be transferred to the Commissioners upon the requisition for the purposes aforesaid.

Providing
for a fund
for erection
of a second
new church.

11. After the consecration of two of the three new churches so much of the tithes of Allhallows as shall not be required for the endowment of the first two new churches shall be retained by the Grocers Company and invested and accumulated by them by way of compound interest in the manner herein-before mentioned until the same, with the accumulations, shall be in like manner transferred to the Commissioners upon their requisition for the purposes aforesaid.

Providing
for a fund
for erection
of a third
new church.

12. If the Bishop, with the consent of the Grocers Company, shall determine that the tithes of Allhallows are more than sufficient for the endowment of the three new churches to be built with the special fund, then the same or so much thereof as shall not be so required shall be applied by the Grocers Company in such and the same manner and for the like purposes as the sum of two thousand pounds given by the will of the said Dame Margaret Slaney. Any new benefice the church of which shall have been erected by means of the special fund shall, upon the consecration of such church, become a rectory, and the incumbent the rector thereof.

Providing
for a fund
for applica-
tion of sur-
plus of tithes
of Allhallows
if tithes are
more than
sufficient for
endowment
of three new
churches.

13. The sole patronage of the new benefice or benefices the church or churches belonging to which shall have been built by means of the said special fund shall belong to and be vested in the Grocers Company as trustees of the will in lieu of and by way of substitution for the patronage of the perpetual curacy of Allhallows

The sole
patronage of
new church
or churches
to vest in
Grocers
Company in
lieu of pa-
tronage of

A.D. 1869.

—
Allhallows
Staining.

Application
of accumula-
tions of
tithes already
received and
to be re-
ceived prior
to union.

Staining, and shall be accepted by and vested in them whether the new benefice or benefices shall be presentative or donative.

14. The accumulations which have arisen from the tithes of Allhallows Staining, and which have been received by the Grocers Company since the decease of the late incumbent of the benefice of Allhallows Staining, and all further monies which shall be received by the Grocers Company in respect of such tithes prior to the proposed union of that benefice and the benefice of Saint Olave, Hart Street (and which if a curate shall be appointed to the benefice of Allhallows Staining shall not be required as a provision for such curate), shall constitute a separate fund, and shall be applied as follows; (that is to say,) first, in payment of the costs, charges, and expenses which have been incurred by the Grocers Company and by the vestry of the parish of Allhallows Staining respectively in promoting and endeavouring to carry into effect the scheme originally proposed for the union of the benefices of Allhallows Staining and Saint Catherine Coleman, and also the costs, charges, and expenses of and incident to the applying for and obtaining and passing this Act and preparatory thereto, and the costs incurred and to be incurred by the Grocers Company and by the respective vestries of the parishes of Allhallows Staining and Saint Olave, Hart Street, in carrying or endeavouring to carry into effect the scheme now proposed for the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, and otherwise in consequence thereof or in relation thereto; secondly, in the payment (upon the last-mentioned union taking effect) of the sum of two thousand pounds sterling to the churchwardens of the united benefice, which sum shall be invested by them, and shall be held by the churchwardens for the time being of the united benefice as a fund for the maintenance and repair of the church of the united benefice, and for providing things requisite for Divine worship therein, and shall be applied by the churchwardens for those purposes, and they may, if they think necessary, from time to time, with the consent of the Bishop, lay out and expend any portion of the corpus of the fund in such repairs; thirdly, in the payment (upon the last-mentioned union taking effect) to the churchwardens of the united benefice of the sum of eight hundred pounds, which sum shall be applied in re-seating, in accordance with the twenty-eighth section of the Union of Benefices Act, the church of Saint Olave, Hart Street, and putting such church into a fit and proper condition to become the church of the united benefice; and if after answering the purposes aforesaid there shall be any surplus remaining of the above-mentioned accumulations, such surplus shall

be added to and dealt with as part of the monies arising from the sale of the site of the church of Allhallows Staining, and the curate's house, and the materials of the church; but if such accumulations shall not be sufficient to answer all the purposes aforesaid, the sum required to make good the deficiency shall be provided out of the monies to arise from such last-mentioned sale prior to the special fund being constituted.

A.D. 1869.

15. Nothing in this Act contained shall affect the provision contained in the "London (City) Tithes Act, 1864," as stated in the proposals, under which the sum of six hundred pounds a year (part of the fixed tithe of two thousand six hundred pounds a year, thereby provided to be paid to the rector of Saint Olave, Hart Street, and his successors) was to be applied for church endowment when a scheme should have been agreed on by the trustees of the advowson of Saint Olave, Hart Street, and the incumbent, with the approval of the Bishop, and confirmed by an Order of Her Majesty in Council.

The provision for applying 600*l.* a year, part of the tithes of Saint Olave, Hart Street, for church endowment not to be affected.

16. If the proposed scheme for the union of the benefices of Allhallows Staining and Saint Olave, Hart Street, shall not be affirmed by an Order of Her Majesty in Council under the provisions of the Union of Benefices Act, it shall be lawful for the Grocers Company, as the legal impropriators and patrons of the benefice of Allhallows Staining, to consent to any proposals and scheme which may be prepared by the Bishop and the Commissioners respectively for the union of such benefice with any other contiguous benefice in the city of London, under the provisions of the Union of Benefices Act, which consent shall be as effectual as if the Grocers Company were patrons of the benefice of Allhallows Staining in their own right; and such scheme may contain any provisions to the effect of the provisions authorized by "Lady Slaney's (Trust) Estate Act, 1866," to be inserted in the scheme contemplated by that Act for the union of the benefices of Allhallows Staining and Saint Catherine Coleman.

Grocers Company empowered, if scheme now proposed be not effected, to consent to scheme for union of Allhallows Staining with any other contiguous benefice.

17. Saving always to the Queen's most Excellent Majesty, and every other person or body politic or corporate, her, his, and their heirs, successors, executors, and administrators (other than and except the Grocers Company and their successors and all other persons claiming under the will of the said Dame Margaret Slaney, deceased), all such estate, right, title, interest, benefit, claim, or demand whatsoever in, to, out of, or upon the said benefice of Allhallows Staining, and the endowments thereof, as they or any of them had before the passing of this Act or could or might have held and enjoyed in case the Act had not been passed.

General saving.

A.D. 1869.

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

18. 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.

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The SCHEDULE referred to in the foregoing Act.

A.D. 1869.

PROPOSALS

For a scheme for effecting the union of the following contiguous benefices in the city and diocese of London, namely, the perpetual curacy of Allhallows Staining and the rectory of Saint Olave, Hart Street.

In these proposals the expression "the Bishop" means the Lord Bishop of London for the time being; the expression "the Commissioners" means the Ecclesiastical Commissioners for England; the expression "the Grocers Company" means the Wardens and Commonalty of the Mystery of Grocers of the city of London; the expression "the tithes of Allhallows" means the annual fixed tithes or sums of money in lieu of tithes (subject to periodical revision). The tithes of the parish of Allhallows Staining have been commuted under "The London (City) Tithes Act, 1864."

STATEMENT concerning the Population, Endowment, Church Accommodation and Patronage, and as to the Incumbents of the said Benefices.

POPULATION.

| | | | | | |
|--------------------------|---|---|---|---|--------------|
| Allhallows Staining | - | - | - | - | 358 |
| Saint Olave, Hart Street | - | - | - | - | 757 |
| | | | | | <u>1,115</u> |

ENDOWMENTS.

The tithes of Allhallows Staining have been commuted under the provisions of "The London (City) Tithes Act, 1864," at 1,600*l.* a year (subject to periodical revision), and belong to the Grocers Company (as impropiators) under the trust of Lady Slaney's will, and under the conditions of the said trust the incumbent of the benefice would be entitled to them in the event of the Company making an appointment to the vacant living.

The incumbent of Allhallows is entitled to receive from the Trinity House under the provisions of an Act of Parliament, 39 George III., 1797, the following sums:—

| | | | | | | | |
|---------------------|---|---|---|------------|-----------|----------|---------|
| Lady Holford's Gift | - | - | - | £46 | 13 | 4 | a year. |
| Bewley's Gift | - | - | - | 4 | 19 | 2 | „ |
| | | | | <u>£51</u> | <u>12</u> | <u>6</u> | |

Under the provisions of the same Act the parish clerk of Allhallows is paid 7*l.* a year, and the sexton of Allhallows 4*l.* 13*s.* 4*d.* a year.

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The tithes of Saint Olave, Hart Street, have been commuted at 2,600*l.* a year, subject to periodical revision, under the provisions of "The London (City) Tithes Act, 1864," subject to the sum of "600*l.* a year being applied for church endowment when a scheme shall have been agreed on by the trustees of the advowson and by the incumbent with the approval of the Bishop, and confirmed by an Order of Her Majesty in Council."

There is a Thursday evening lectureship endowed with 20*l.* a year, which the rector of Saint Olave has the option of holding.

PARISH CHURCHES.

There is a church belonging to the parish of Allhallows Staining capable of accommodating 300 persons.

There is a church belonging to the parish of Saint Olave, Hart Street, capable of accommodating the like number. By an alteration in the seats of Saint Olave's Church a larger number could be accommodated.

There is a parish clerk of Saint Olave (appointed by the rector), who has no salary, but receives a gratuity voted by the vestry of about 35*l.* a year.

There is a sexton of Saint Olave's appointed annually by the vestry at a salary of 31*l.* a year.

PATRONAGE.

The patrons of Allhallows Staining are the Grocers Company as trustees of the will of Dame Margaret Slaney, deceased.

The patrons of Saint Olave, Hart Street, are the trustees of the advowson. The names and addresses of the present trustees are—

Joseph Turnley, 12, Cooper's Row.

Henry Johnson, 39, Crutched Friars.

Richard Williams, 8, Laura Place, Clapton.

Thomas Williamson, 12, Savage Gardens.

George Young, 17, Trinity Square, Tower Hill.

INCUMBENTS.

The benefice of Allhallows Staining is now vacant by the death of the Reverend Francis John Stainforth, the last incumbent thereof. He used to reside on his benefice.

The rector of Saint Olave, Hart Street, is the Reverend Alfred Povah, who resides on his benefice in the rectory house, which is adjacent to Saint Olave's Church.

TERMS OF PROPOSED UNION.

That the said benefices of Allhallows Staining and Saint Olave, Hart Street, be united into one benefice under the style of the United Rectory of Saint Olave, Hart Street, and Allhallows Staining.

That inasmuch as the Reverend Alfred Povah, who is the present incumbent of the benefice of St. Olave, Hart Street, has signified his willingness to become the incumbent of the united benefice, the union shall take effect immediately after the scheme shall be confirmed by an Order in Council, provided

the said Alfred Povah be at that time incumbent of the benefice of Saint Olave, Hart Street, and the benefice of Allhallows Staining shall be vacant, in which case he shall be the first incumbent of the united benefice; but if any other person shall be at that time incumbent of the benefice of Saint Olave, Hart Street, then, if the benefice of Allhallows Staining shall be still vacant, the union shall take effect upon the next vacancy of the benefice of Saint Olave, Hart Street, unless the incumbent of such benefice shall consent to become the incumbent of the united benefice, in which case the union shall forthwith take effect, and he shall be the first incumbent of the united benefice; but if at the time when the scheme shall be so confirmed both of the said present benefices shall be full, then the union shall take effect upon the next vacancy of either of them, if the incumbent for the time being of the other of the said present benefices shall consent to become the incumbent of the united benefice, and he shall be the first incumbent of the united benefice, but if he shall not so consent then the union shall take effect immediately upon the next vacancy of his benefice, and the then incumbent of the other of the said present benefices shall be the first incumbent of the united benefice; and in any case it shall be lawful for the Bishop to admit to the united benefice such first incumbent (if an incumbent for the time being of either of the existing benefices) without any form or fee of presentation, and he shall thereupon become the incumbent of the united benefice. Until the time of the union taking effect the existing incumbencies shall remain separate, and the rights and liabilities in respect thereof shall remain unaffected.

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As respects the Church of the United Benefice.

That upon the union taking effect the church of Saint Olave, Hart Street, shall become and thereafter continue to be the parish church of the united benefice, and that the inhabitants of the two parishes shall have the joint use of it, with the vestry room, plate and furniture thereof.

That upon the union taking effect the font, communion table and sacramental plate, and the stained glass windows, organ, bells, clock, and pulpit respectively belonging to the church of Allhallows Staining shall be appropriated for the use of all or any of the new churches the patronage of which may be vested in the Grocers Company, in substitution for the patronage of the benefice of Allhallows Staining, as the Bishop shall select, and may be transferred to such new churches or church accordingly.

That upon the union taking effect, if the tables of fees used in the two churches be alike in all particulars, the table of fees used in the church which will become the church of the united benefice shall (until revised or altered by proper authority) be the table of fees for the united benefice; but if such tables of fees be not alike in all particulars the same shall be of no authority, and a new table of fees shall be made by the proper authority for the use of the united parishes as if the same were one parish.

That upon the union taking effect the persons who at that time shall hold the offices of parish clerk of the parish of Allhallows Staining, and parish clerk of the parish of Saint Olave, Hart Street, shall, without any further appointment, become the joint parish clerks of the united benefice; and the persons who at the time of the union taking effect shall hold the offices of

A.D. 1869. — sexton of the parish of Allhallows Staining, and sexton of the parish of Saint Olave, Hart Street, shall, without any further appointment, become the joint sextons of the united benefice; and upon the death, retirement, or removal of either of the joint parish clerks the other of them shall become the parish clerk of the united benefice, and upon the death, retirement, or removal of either of the joint sextons the other of them shall become the sexton of the united benefice; and the parish clerk of the united benefice shall afterwards upon any vacancy in that office be appointed by the incumbent of the united benefice, and any future vacancy in the office of sexton shall be filled up by the joint vestry of the two united parishes.

That upon the union taking effect the persons who at that time shall respectively hold the offices of clerk and sexton of the parishes of Allhallows Staining and Saint Olave, Hart Street, and who shall become such joint clerks and sextons of the united benefice, shall respectively cease to hold the office of clerk and sexton respectively of such last-mentioned parishes, and the clerks shall so long as they shall be such joint clerks of the united benefice receive their present emoluments and from the same sources, and in like manner the sextons so long as they shall be such joint sextons of the united benefices shall receive their present emoluments and from the same sources, subject to the performance by such clerk and sexton respectively of such duties appertaining to the offices of clerk and sexton respectively in the parish church of the united benefices or otherwise connected with such parish and the performance of the services therein as the rector and churchwardens may from time to time require, but no parish clerk or sexton of the united benefice shall have any larger estate or interest in his office than he shall have possessed in his original office before the union; the salaries of the clerk and sexton of the united benefice shall be paid as between the two parishes in proportion to the rateable annual value of the property as assessed for the time being for the purpose of the consolidated or police rate.

As respects the Residence of the Incumbent.

That the rectory house of Saint Olave, Hart Street, be the residence of the incumbent of the united benefice.

As respects the Endowments.

That upon the union taking effect all the properties constituting the endowments of the respective benefices of Allhallows Staining and Saint Olave, Hart Street (except the tithes of Allhallows), be transferred and annexed to the united benefice as the endowment thereof.

As to the Patronage of the United Benefice.

That the sole patronage of the united benefice be vested in the trustees of the advowson of Saint Olave, Hart Street, by way of substitution for the advowson of Saint Olave, Hart Street, and shall be so vested in them upon the same trusts and subject to the same provisions as affect the advowson of Saint Olave, Hart Street.

As respects the disused Church and the Curate's Residence and the Patronage to be vested in the Grocers Company in substitution for the Patronage of the Benefice of Allhallows Staining, and as regards the Tithes of Allhallows.

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That upon the union taking effect, the site of the existing church of Allhallows Staining and of the curate's residence be sold by the Commissioners to the Master, Wardens, and Commonalty of Freemen of the Art or Mystery of Clothworkers in the city of London (herein called the Clothworkers Company) for a sum to be previously agreed upon and specified in the scheme, or for a sum to be afterwards determined by the surveyor for the time being of the Commissioners, the surveyor for the time being of the Grocers Company, and the surveyor for the time being of the Clothworkers Company (or in case such surveyors shall be unable to agree upon a sum, then for such a sum as shall be determined by an umpire to be appointed by them). The site of the church of Allhallows Staining, and the site of the curate's residence adjoining the same, and the yard and ground belonging to such residence, including the passage or entrance thereto from Mark Lane, and including the curate's house and the materials thereof, be sold by the Commissioners, and that the Commissioners shall convey to the Clothworkers Company in fee simple (but subject as herein-after is mentioned) the hereditaments to be so sold, and that in making such valuation regard shall be had to the obligations subject to which the sale is herein-after proposed to be made.

That the sale to be so made shall not include the materials of the church of Allhallows Staining, or the font, communion table, plate, stained glass windows, organ, bells, clock, pulpit, or other fittings or furniture of the church, and that the Commissioners shall have power to sell the same (except the font, communion table, plate, stained glass windows, organ, bells, clock, and pulpit), and to cause the property sold to be pulled down and removed by the purchasers, or to remove without selling the same all or any of the property not included in the sale to the Clothworkers Company, and capable of being removed, and that the sale to the Clothworkers Company be made subject to the following obligations on the part of the Clothworkers Company, their successors and assigns, viz. :—

First, an obligation to throw open and dedicate to the public use a sufficient portion of the site of the church under or adjacent to the east wall of the church to widen the foot pavement of Mark Lane, so that the line to form the west side of such foot pavement (to the extent of the frontage of the site of the church thereon) shall be a straight line drawn from the point at which the wall forming the north side of the church now meets the foot pavement of Mark Lane (at the extreme north-east point of such wall) to the point now forming the extreme north-east corner of the passage leading from Mark Lane to the curate's residence.

Secondly, an obligation not to pull down or remove the tower of the church of Allhallows Staining, but at the expense of the Clothworkers Company, their successors or assigns, to maintain and keep such tower at all times in repair as a memorial of the original dedication and use of the site of the church.

Thirdly, an obligation not to build or to allow any building to be erected on any part of the land forming the site of the church of Allhallows

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Staining (other than the tower which is to be so maintained and kept in repair), except upon the portion fronting upon Mark Lane, which will lie between Mark Lane and a straight line connecting the two following points, namely, a point in the north side or boundary of the site distant twenty-nine feet from the northernmost point of the piece of land which is to be thrown into the foot pavement of Mark Lane as aforesaid, and a point in the south side or boundary of the site distant thirty-one feet from the southernmost point of the last-mentioned piece of land.

Fourthly, an obligation to fence in the churchyard of Allhallows Staining, at the cost of the Clothworkers Company, their successors or assigns, with a substantial ornamental iron railing, and at the like cost to plant in an ornamental manner, and preserve at all times in good order so planted, the churchyard and the portion which is to remain unbuilt upon as before is mentioned of the site of the body of the church as an open space.

Fifthly, an obligation to pay to the Commissioners the costs and expenses of removing the bodies interred in the vault of the church of Allhallows Staining, known as the rector's vault, to a vault to be formed under some portion of such last-mentioned intended open space, which bodies shall be so removed accordingly, and an obligation to provide, form, and build such vault at the cost of the Clothworkers Company, their successors or assigns, and that after such removal the vaults under the last-mentioned intended open space shall be finally closed and shall not afterwards be disturbed.

Before the sale of the site of the church, if it shall be known that any bodies are interred under such site the remains shall be decently removed and interred in the churchyard of Allhallows Staining, or under some portion of the site (which is not to be built upon as aforesaid) of the church of Allhallows Staining, such removal and interment to be made by the Commissioners at the cost of the Clothworkers Company.

That the proceeds of such sale or sales and the tithes of Allhallows be respectively applied and dealt with in such manner and subject to such provisions as shall be respectively indicated and contained in an Act of Parliament, a Bill for which has been introduced into Parliament and is now in progress, called or intended to be called "*Lady Slaney's (Trust) Estate Act, 1869,*" (if that Act shall be passed,) and that the several provisions to be contained in such Act be considered as part of the scheme.