ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

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Cap. 15.

An Act to give effect to certain Restrictions and Conditions relating to a Church and Parsonage House proposed to be erected on Sites to be given by the Most Noble *Francis* Duke of *Bedford*, Knight of the Most Noble Order of the Garter, and to Two Dwelling Houses proposed to be purchased and conveyed for Vicarage and Rectory Houses on the Estate of the said Duke, in the County of *Middlesex*. [7th *August* 1851.]

WHEREAS the Most Noble *Francis* Duke of *Bedford* is or claims to be the Owner of the Freehold and Inheritance of the Dwelling Houses lately erected in a certain Square called *Oakley Square* in the Parish of *Saint Pancras* in the County of *Middlesex*, and of the Ground on which the same have been erected, and he is or claims to be also Owner of the Fee Simple in possession of the unoccupied Plots of Ground in *Oakley Square* aforesaid: And whereas a Church and Parsonage House are proposed to be erected on a Piece of Ground belonging to or claimed to be belonging to the said

said Duke in *Oakley Square* aforesaid, which Piece of Ground is more particularly described in the First Part of the Schedule to this Act annexed, and the said Duke is willing to permit such Church and Parsonage House to be erected on the same Piece of Ground, and to give and convey the same Piece of Ground and the Inheritance thereof in Fee Simple in possession, to be appropriated for the Sites of such Church and Parsonage House respectively, provided the said Church and Parsonage House be erected and fully completed respectively fit for Consecration and Habitation, and in conformity with Plans to be approved by the said Duke, within Five Years, to be computed from the Twenty-fourth Day of *June* in the present Year, or within any prolonged Term which the said Duke or his Heirs in his or their sole Discretion may think proper (but not otherwise) to agree to or allow: And whereas the said *Francis* Duke of *Bedford* is or claims to be also the Owner of the Freehold and Inheritance of the Dwelling Houses and the Yards and Gardens thereto respectively appertaining, situate in *Gordon Square* in the said Parish of *Saint Pancras*, and in *Montague Place* in the Parish of *Saint George Bloomsbury* in the County of *Middlesex*, subject respectively to Leases and Agreements for Leases thereof respectively granted and entered into for long Terms of Years at Ground Rents, and it is proposed to purchase One of the said Dwelling Houses, being Number 31 in *Gordon Square* aforesaid, (the Site whereof is described in the Second Part of the Schedule to this Act annexed,) and to appropriate the same as a Vicarage House for the Residence of the Vicar for the Time being of the Parish Church of *Saint Pancras*, and it is proposed to purchase One of the said Dwelling Houses, being Number 1 in *Montague Place* aforesaid, (the Site whereof is described in the Third Part of the Schedule to this Act annexed,) and to appropriate the same as a Rectory House for the Residence of the Rector for the Time being of the Parish Church of *Saint George Bloomsbury*, and the said Duke hath been requested and is willing, subject to the Restrictions and Conditions herein-after mentioned, to sell and convey, for Sums of Money much below the Value thereof respectively, the Freehold and Inheritance of the said Dwelling Houses, with the Yards and Gardens thereto respectively belonging, in order to their being respectively appropriated for the respective Residences of the Vicar for the Time being of the said Parish Church of *Saint Pancras* and the Rector for the Time being of the said Parish Church of *Saint George Bloomsbury*, provided the Purchases of the said Leasehold Interests in the said Houses respectively be respectively completed within Three Years from the Twenty-fourth Day of *June* in the present Year, unless the said Duke or his Heirs shall in his or their sole Discretion think proper (but not otherwise) to prolong the Time for making such Purchases respectively: And whereas the said *Francis* Duke of *Bedford* hath consented to make such Gift and Sales

and

and Conveyances respectively aforesaid, subject to the Restrictions and Conditions herein-after imposed or mentioned and contained, provided such Restrictions and Conditions be made valid and secured by Authority of Parliament, without which the same cannot be permanently and effectually secured: Wherefore Your Majesty's most dutiful and loyal Subject the said *Francis* Duke of *Bedford* doth 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,

When Piece of Ground in Oakley Square shall be conveyed by the Duke of Bedford no other Building than a Church and Parsonage House shall be erected thereon.

No Corpse to be interred in the said Ground.

I. That in case the Freehold and Inheritance of the said Piece of Ground in *Oakley Square* aforesaid shall be so given and conveyed by the said *Francis* Duke of *Bedford* for the Sites of the said intended Church and Parsonage House as aforesaid, no other Building or other Erection than such Church and Parsonage House, and the Walls or Palisades inclosing the same respectively, shall be erected on the said Piece of Ground; and that such Church or any Part thereof shall not be used for any other Purpose than a Church for the said Parish of *Saint Pancras*, or a Parochial or District Chapel or Church; and that no Funeral Service or any Part of such Service shall be performed, nor any Corpse be interred, buried, placed, or brought, nor any Grave, Vault, or other Place for the Interment, Burial, or placing of the Dead be made, in, upon, under, or over the said Piece of Ground or any Part thereof, either within or without the Walls of such Church.

Penalty for performing Funeral Service, &c. contrary to this Act.

II. That if any Person in Holy Orders or pretended Holy Orders, or any Undertaker, Conductor of Funerals, Sexton, or other Person, shall perform any Funeral Service or any Part of such Service, or inter, bury, place, or bring any Corpse, or permit or cause any Corpse to be interred, buried, placed, or brought, or make, or permit or cause to be made, any Grave, Vault, or other Place for the Interment, Burial, or placing of the Dead, contrary to the Directions of this Act, every Person so offending shall forfeit and pay for every such Offence the Sum of One hundred Pounds, to be recovered, with full Costs of Suit, by any Person who shall inform or sue for the same, by Action of Debt or otherwise; One Moiety of every such Forfeiture to be to the Use of our Sovereign Lady the Queen, Her Heirs and Successors, and the other Moiety to the Use of such Person as shall inform or sue for the same.

Not to prohibit the preaching of Funeral Sermons.

III. That nothing herein contained shall prevent the preaching of Sermons commonly called Funeral Sermons in relation to any Person deceased, whose Corpse shall before the preaching of such Sermon have been already interred elsewhere.

IV. That

Parsonage House in Oakley Square to be used only as such;

IV. That such Parsonage House proposed to be erected in *Oakley Square* aforesaid, with the Yard and Garden attached thereto, or any Part thereof respectively, in case it shall be so conveyed as aforesaid, shall not be used at any Time hereafter for any other Purpose than for the Residence of the Incumbent Minister for the Time being of the said Church so proposed to be erected in *Oakley Square* as aforesaid;

Exterior not to be altered without Consent of the Duke;

and the Elevation or Exterior of the said Parsonage House, and the Walls and Palisades thereof, or any Part thereof respectively, shall not at any Time after the same shall have been erected be altered, without the Consent in Writing of the said *Francis* Duke of *Bedford*, or of the Duke of *Bedford* for the Time being, or of his Heirs or Devisees, being Owners for the Time being of Houses in *Oakley Square* aforesaid;

and not to be sold without first being offered to the Duke.

and that the said Parsonage House and Premises shall not at any Time hereafter be sold or conveyed to any Person or Persons, before being first offered for Sale to and refused to be purchased by the said *Francis* Duke of *Bedford* or his Heirs or Devisees, or the Duke of *Bedford* for the Time being, being such Owners as aforesaid, at such Price as shall be certified to be the then Value thereof by such Surveyor as shall be jointly nominated for that Purpose by them or either of them and the Bishop of *London* for the Time being.

House in Gordon Square to be used only for the Vicarage House for the Residence of the Vicar of Saint Pancras, and the House in Montague Place for a Rectory House for the Rector of St. George Bloomsbury;

V. That the said Dwelling House situate in *Gordon Square* aforesaid, with the Yard and Garden belonging thereto, intended to be so conveyed by the said Duke as aforesaid, in case the said intended Purchase thereof shall be so completed as aforesaid, shall not be used at any Time hereafter for any other Purpose than a Vicarage House for the Residence of the Vicar for the Time being of the said Parish Church of *Saint Pancras*, and the said Dwelling House in *Montague Place* aforesaid, with the Yard and Garden belonging thereto, to be so conveyed by the said Duke, in case such Purchase thereof shall be so completed as aforesaid, shall not be used at any Time hereafter for any other Purpose than a Rectory House for the Residence of the Rector for the Time being of the said Parish Church of *Saint George Bloomsbury*;

Exteriors not to be altered without Consent of the Duke;

and that the Elevation or Exterior of the same Dwelling Houses respectively, and the Walls, Areas, Curbs, and Railings thereof, or any Part thereof respectively, shall not at any Time hereafter be altered, without the Consent in Writing of the said *Francis* Duke of *Bedford*, or of the Duke of *Bedford* for the Time being, or of his Heirs or Devisees, being respectively Owners for the Time being of Houses respectively situate in *Gordon Square* and *Montague Place* respectively aforesaid;

not to be sold before being first offered to the Duke.

and that neither of the said Dwelling Houses, Yards, and Gardens to be so respectively conveyed as last mentioned, or any Part thereof respectively, shall at any Time hereafter be sold or conveyed to any Person or Persons, before being first offered for Sale to and refused to be purchased by the said *Francis* Duke of

Duke of Bedford's Estate.

Bedford or his Heirs or Devisees, being respectively such Owners as aforesaid, or the Duke of *Bedford* for the Time being, at such Price as shall be certified to be the then Value thereof respectively by such Surveyor to be so nominated for that Purpose as aforesaid.

If such Sales be made to the said Duke, the same to be carried into effect under Provisions of 1 & 2 Vict. c. 23.

VI. That in case of any such Sale as herein-before is mentioned being made to the said Duke, or to his Heirs or Devisees, Owners as aforesaid, or to the Duke of *Bedford* for the Time being, the same shall be carried into effect and completed under the Provisions touching the Conveyance of Residence Houses belonging to Benefices contained in the Act of Parliament passed in the Session of the First and Second Years of Her present Majesty, intituled *An Act to amend the Law for providing fit Houses for the beneficed Clergy*, or in any other Statute to be then in force concerning the Sale and Conveyance of such Residence Houses.

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

VII. That 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 SCHEDULE to which this Act refers.

PART I.

Oakley Square.

All that Piece of Ground situate at the North-east End of the North-west Side of Oakley Square in the Parish of Saint Pancras in the County of Middlesex, abutting South-east on Oakley Square aforesaid, Northward on Gloucester Place Road, South-west on a Piece of vacant Ground in Oakley Square aforesaid, belonging to the Duke of Bedford, and intended to be built upon, and North-west on the Garden Walls of Houses at the East End of Kingston Russell Place, and containing in front next Oakley Square aforesaid about Two hundred and forty-five Feet, next to Gloucester Place Road aforesaid about One hundred and thirty-eight Feet, about Seventeen Feet in a curved Line from Gloucester Place Road to Oakley Square, next to the said Garden Walls in a broken Line about One hundred and fifty-eight Feet, and next to the said vacant Piece of Ground about Ninety-five Feet Nine Inches.

PART II.

Gordon Square.

All that Piece of Ground, with the Messuage or Tenement thereon erected, situate on the North Side of Gordon Square in the Parish of Saint Pancras in the County of Middlesex, (being the Third House Eastward from Gordon Street, the Corner House inclusive, and intended to be numbered Thirty-one in Gordon Square aforesaid,) abutting East on a Messuage or Tenement granted on Lease to Thomas Cubitt, and West on a Messuage or Tenement agreed to be leased to the said Thomas Cubitt, containing in front towards the South on Gordon Square aforesaid about Twenty-six Feet, in Depth from South to North on each Side about Ninety-eight Feet Six Inches, with an Area in front of the Width of Ten Feet, and in Breadth at the North End about Twenty-six Feet.

PART III.

Montague Place.

All that Piece of Ground, with the Messuage or Tenement thereon erected, situate on the South Side of Montague Place in the Parish of Saint George Bloomsbury in the County of Middlesex, (being the Sixteenth House Westward from the Passage leading from Montague Place aforesaid to the British Museum,) abutting East on a Messuage or Tenement granted on Lease to Jasper Vaux, and West on the Gardens of Houses on the East Side of Bedford Square, containing in front towards the North on Montague Place aforesaid about Twenty-six Feet Nine Inches, in Depth from North to South on each Side about One hundred and four Feet, and in Breadth at the South End about Twenty-six Feet Nine Inches.

Charles Parker.

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