



ANNO DECIMO QUARTO & DECIMO QUINTO

VICTORIÆ REGINÆ.

Cap. 10.

An Act to authorize the granting of Building Leases of Part of the Estates devised by the Will of *William Moore* Esquire, deceased, situate in the Parish of *Fulham* in the County of *Middlesex*.

[1st August 1851.]

WHEREAS *William Moore*, late of *Moore Hill* in the County of *Waterford* in *Ireland*, Esquire, deceased, duly signed and executed his last Will and Testament in Writing, bearing Date the Twenty-second Day of *February* One thousand eight hundred and forty-eight, and thereby devised all and singular the Freehold Lands, Tenements, Hereditaments, and Real Estate, whatsoever and wheresoever, of or to which he the said Testator then was, or at the Time of his Decease should be, seised, possessed, or entitled at Law or in Equity, to the Use of his Son *William Moore* and his Assigns for his Life, and from and after his Decease to the Use of Trustees during the Life of his said Son *William Moore*, upon trust to preserve the contingent Remainders therein-after limited, with Remainder to the Use of the first and other Sons of his the said Testator's said Son, severally and successively according to their respective Seniorities in Tail Male (other than and except any

Will of *William Moore*, dated 22d Feb. 1848.

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Son or Sons of his the said Testator's said Son *William Moore* begotten or to be begotten on the Body of *Jane Goodden*, or the Issue of any such Son or Sons respectively), with Remainder to the Use of his the said Testator's Son-in-Law *Robert Perceval Maxwell* and his Assigns for his Life, with Remainder to the Use of his the said Testator's Daughter *Helena Anne Perceval Maxwell*, her Heirs and Assigns for ever: And whereas the said *William Moore* the Testator died on or about the Fourth Day of *March* One thousand eight hundred and forty-nine, without having revoked or in anywise altered his said Will, so far as related to the Devise therein contained of his Freehold Hereditaments as aforesaid, leaving the said *William Moore* his Son, the said *Robert Perceval Maxwell* his said Son-in-Law, and the said *Helena Anne Perceval Maxwell* his Daughter, him surviving: And whereas the said Will of the said Testator, and a Codicil thereto, were respectively proved, on or about the Twenty-fifth Day of *April* One thousand eight hundred and forty-nine, in the Prerogative Court of the Archbishop of *Canterbury*: And whereas the said Testator died seised, amongst other Hereditaments, of an Estate in Fee Simple consisting of about Forty Acres of Land in the Parish of *Fulham* in the County of *Middlesex*, which are well suited for Building Purposes: And whereas the said Will of the said *William Moore* the Testator does not contain any Power of leasing, other than and except a Power of leasing the Hereditaments thereby devised, or any of them, for a Term not exceeding Twenty-one Years, and the said Estate of the said Testator cannot therefore be rendered available for Building Purposes: And whereas Parts of the Land comprised in the Schedule to this Act contain Beds of Clay or Brick Earth, of considerable Depth and good Quality, and the same or some Part thereof could be let to great Advantage for the Purpose of manufacturing Bricks, Tiles, and other Articles for the Manufacture of which the same Description of Earth is used: And whereas it would be very beneficial to the several Persons who under the said Testator's Will are or may become interested in the said Estate at *Fulham* aforesaid if the said *William Moore* the Son were authorized and empowered to make Leases thereof for long Terms of Years, not exceeding Ninety-nine Years, for the Purposes of building on, or other Purposes of general Improvement connected with building, at and under an adequate yearly Rent, and with the usual Provisions and Restrictions, and also to grant Leases of any Beds of Clay or Brick Earth for the Purpose of making Bricks and Tiles, and also to grant Sites for Churches, Parsonage Houses, and Schools, as herein-after is mentioned; but by reason of the Limitations contained in the said Will, and the Want of proper Powers of leasing therein, the Objects aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Moore* the Son, *Robert Perceval Maxwell*, and *Helena Anne Perceval Maxwell*

well

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well 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,

I. That from and after the passing of this Act it shall be lawful for the said *William Moore* the Son, by Deed or Deeds, to be sealed and delivered by him in the Presence of and to be attested by One or more credible Witness or Witnesses, from Time to Time to demise and lease for the Term of Ninety-nine Years, or any less Term or Number of Years, all or any Part or Parts of the said Freehold Estate situate at *Fulham* aforesaid devised by the said Will of the said Testator *William Moore* deceased, as aforesaid, and which are more particularly mentioned and described in the Schedule unto this Act annexed, and either upon the Surrender of any existing Lease of any Part of the same Estate or otherwise, unto any Body Politic or Corporate or to any Person or Persons whomsoever, for the Purpose of erecting and building thereon any House or Houses, Manufactory or Manufactories, or other Building or Buildings, or of annexing any Part thereof for Gardens, Courts, Yards, Roads, Ways, or other Conveniences to Buildings already erected and built, or to be from Time to Time erected and built thereon, or on any adjoining Land being Part of the Lands mentioned and described in the Schedule to this Act annexed, or of otherwise improving the said Lands, Houses, Manufactories, and Buildings, or any of them, or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down all or any Part of the Buildings standing on the Land to be comprised in such Leases respectively, and to apply and dispose of the Materials thereof to such Uses and Purposes as shall be agreed upon, and to set out and allot any Part or Parts of the Land to be comprised in such Leases respectively as and for any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, or otherwise, for the Use of the respective Lessees, Tenants, or Occupiers of the Premises, or for the general Improvement of the Premises; and also to dig and make, in or under the Land which may be so set out and allotted for Roads, Streets, Ways, or Passages, all such Arches, Cellars, Drains, Sewers, or Areas to any present or future Houses or Buildings as may be thought necessary; and also to dig, take, and carry away, in and out of the Land to be comprised in such Leases respectively, such Earth or Soil as it shall be convenient to remove for effecting any of the Purposes aforesaid, and to dispose thereof by Sale or otherwise; and also to dig and excavate any Earth or other Soil out of the Land to be comprised in such Leases respectively, and to manufacture the same into Bricks and Tiles, to be used in any of the Buildings, Repairs, or Improvements aforesaid; and

Power to
grant Leases
for any Term
not exceed-
ing 99 Years.

with

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with or without any other Liberties or Privileges as to the said *William Moore* the Son shall seem reasonable ; and either with or without Covenants and Stipulations to be entered into and made by the Lessee to contribute towards the Expenses of making and keeping in repair, ornamenting, and embellishing any Squares or other open Spaces, Roads, Ways, Avenues, Passages, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences, in, upon, through, or over any other Part or Parts of the said Hereditaments comprised in the Schedule to this Act ; and either with or without Covenants to be entered into or made by or on the Part of the said *William Moore* the Son as to the Mode in which any other Part or Parts of the said Hereditaments comprised in the said Schedule to this Act shall be built upon, laid out, used, or improved ; so as in every such Lease there be reserved and made payable the best and most beneficial yearly Rent or Rents which can at the Time of making thereof, and considering the Circumstances of the Case, be reasonably obtained for the same, and without taking any Fine, Premium, or Foregift, or anything in the Nature thereof ; and so as such Rent or Rents be reserved or made payable by Two equal half-yearly Payments or oftener in every Year, clear of all Deductions whatsoever ; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively ; and so as the Lessee or Lessees do execute a Counterpart or Counterparts of such Leases respectively, and therein enter into Covenants for due Payment of the Rent or Rents to be thereby reserved or made payable, and for the due Payment of all Taxes, Rates, Charges, Assessments, and Impositions whatsoever affecting the Premises to be comprised in such Leases, and also, as the Case may require, for rebuilding, finishing, improving, or repairing, within a Time to be limited for that Purpose, the Houses or Buildings then standing on the said Ground, or for erecting and building any Houses, Manufactories, or Buildings within a Time to be limited for that Purpose, and also for keeping in repair all such Houses, Manufactories, and Buildings respectively during the Continuance of such Leases, and also for keeping in repair any Roads, Streets, Ways, Passages, Courts, Yards, Gardens, Sewers, Drains, Cellars, or Areas in such Manner as shall be agreed upon, and also for surrendering the Possession of and leaving in good Repair the Houses, Manufactories, and Buildings erected, built, or repaired, or to be erected, built, or repaired, on the Land comprised in such Leases respectively, at the Expiration or other sooner Determination of the Terms to be thereby respectively granted ; and so as in every such Lease there be contained such other Covenants, Provisoos, Conditions, and Agreements usually contained in Leases of a similar Description as to the said *William Moore* the Son shall seem fit.

II. That

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II. That it shall be lawful for the said *William Moore* the Son, by Deed or Deeds, to be sealed and delivered by him in the Presence of and to be attested by One or more credible Witness or Witnesses, from Time to Time to demise and lease, for the Term of Seven Years or any less Term or Number of Years, to take effect in possession, and not in reversion or by way of future Interest, all or any Beds of Clay or Earth situate in or upon the said Hereditaments comprised in the said Schedule to this Act which may be suitable for the Purposes of making of Bricks, Tiles, or other Articles for the Manufacture of which the same Description of Earth is used, unto any Person or Persons whomsoever, together with full Power and Authority to dig, take, manufacture, use, carry away, and dispose of all such Beds of Clay or Brick Earth as shall be found within, under, or upon the Hereditaments thereby to be demised, and together with all such other Rights, Powers, Privileges, Easements, and Advantages whatsoever as shall be deemed necessary or convenient for working, obtaining, manufacturing, rendering merchantable or marketable, selling, carrying away, or otherwise disposing of the Clay or Earth to be leased as aforesaid, or for any other Matter or Thing connected therewith or relating thereto; so that every such Lease shall contain the best Reservation by way of Rent or Royalty which can be reasonably had or gotten for the same; and so as no Fine, Premium, or Foregift, or anything in the Nature thereof, be taken for or in respect of such Lease; and so as that the Rent or Royalty be reserved or made payable by Two equal half-yearly Payments in every Year at the least, clear of all Deductions whatsoever; and so as in every such Lease there be contained Powers of Distress and Entry, and of Perception of Rents and Profits, for securing and recovering the Payment of the Rent or Rents thereby to be reserved or made payable respectively; and so as in every such Lease there be contained such other Covenants, Provisoes, Conditions, and Agreements as are usually contained in Leases of a similar Description, as to the said *William Moore* the Son shall seem fit.

Power to grant Leases of Beds of Clay or Brick Earth for the Purpose of making Bricks, Tiles, &c.

III. That the said *William Moore* the Son shall be possessed of the Rents and Royalties so to be received as aforesaid upon the Trusts following; that is to say, upon trust to deduct and retain thereout all Costs or Charges incurred in the Recovery or Receipt of the same, and after such Deduction to pay Three equal Fourth Parts of the same Rents and Royalties, the Amount thereof to be verified by solemn Declaration, into the Name and with the Privity of the Accountant General of the High Court of Chancery, to be there placed to an Account to be entitled "*Ex parte Moore's Estate Account*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His Majesty King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His Majesty

Three Fourths of the Rents of Brick Fields to be paid into the Bank of England.

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King *George* the Second, Chapter Twenty-four; and as to the remaining One equal Fourth Part of the same Rents and Royalties, upon trust for the said *William Moore* the Son and his Assigns during his Life, for his own Use and Benefit.

Application of the Money, under the Sanction of the Court of Chancery.

IV. That upon a Petition to be preferred to the said Court in a summary Way by the said *William Moore* the Son during his Life, and after his Decease by any Person who shall for the Time being be entitled to an Estate of Freehold in possession of and in the Hereditaments comprised in the said Schedule to this Act under the Will of the said *William Moore* deceased, it shall be lawful for the said Court of Chancery and the said Court is hereby required to order all such Monies as shall be paid into the Bank pursuant to this Act as aforesaid from Time to Time to be laid out in such Manner as the said Court of Chancery shall direct, either in the Purchase or Redemption of Land Tax, or in or towards the Discharge of any Debts or other Incumbrances (being Charges on the Inheritance) now or at any Time affecting all or any Part of the Hereditaments and Premises comprised in the said Schedule to this Act, or to lay out such Monies in or upon any of the Parliamentary Stocks or Public Funds of *Great Britain*, and to direct that the Interest, Dividends, and annual Produce thereof shall be paid unto the said *William Moore* the Son during his Life, and after the Decease of the said *William Moore* the Son to the Person or Persons entitled thereto under the Will of the said *William Moore* deceased; and the said Court of Chancery may make such Order for the Appropriation of the said Funds, and the Interest, Dividends, and annual Produce thereof as aforesaid, as to such Court shall seem right.

Certificate to be Evidence of Execution of Counterpart.

V. That the Certificate in Writing of the said *William Moore* the Son, or, in the event of his Decease, of the Person or Persons for the Time being entitled under the Limitations contained in the said Will of the said *William Moore* deceased to the Receipt of the Rents and Profits of the Lands mentioned in the Schedule to this Act annexed, acknowledging that he has received a Counterpart of any Lease made under the Authority of this Act, shall be and be deemed full and complete Evidence that such Counterpart was executed.

Leases to be binding on the Persons claiming Interest in the Lands, &c. at Fulham.

VI. That the Right to receive the Rent or Rents to be reserved and made payable by such Leases respectively, and the Right to sue at Law or in Equity on account of the Breach of any Covenant contained in any such Lease, and the Right to take advantage of any Condition of Re-entry therein contained, or of any Forfeiture of the Term thereby granted, and the immediate Reversion of the Lands and Hereditaments to be comprised in any such Lease, shall from Time to Time be deemed to be vested in the said *William Moore* the Son during his Life, and after his Decease in the Person or Persons who

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who would for the Time being have been entitled to the Possession or the Receipt of the Rents and Profits of the Land and Hereditaments comprised in such Lease in case the same had not been made.

VII. That it shall be lawful for the said *William Moore* the Son to appropriate any Part or Parts of the Land herein-before authorized to be leased as and for any Crescents, Squares, or other open Places, Roads, Streets, Avenues, Ways, Passages, Courts, Yards, Gardens, or other Easements or Conveniences to the Buildings then or thereafter to be erected and built on any Part or Parts of the same Lands, or any Part or Parts of the adjoining Land to be leased as aforesaid, or otherwise for the general Improvement of the said Estate, and for the Use of the respective Lessees, Tenants, or Occupiers thereof, in such Manner as shall be agreed upon in such Leases, or by any general Deed or Deeds, to be executed for that Purpose by the said *William Moore* the Son (such general Deed or Deeds, if any, to be enrolled in One of Her Majesty's Courts of Record at *Westminster* within Six Calendar Months from the respective Dates thereof), and also by such respective Leases or general Deeds to give such Privileges and other Easements as shall be deemed reasonable or convenient.

Power to set out Squares, Streets, &c. for the Use of Purchasers.

VIII. That from and immediately after the passing of this Act it shall be lawful for the said *William Moore* the Son to enter into any Contract or Contracts in Writing for granting any Lease or Leases of all or Part or Parts of the said Lands and Hereditaments comprised in the said Schedule to this Act; and to agree, when and as any Land or Building shall be so agreed to be let, or any Part or Parts thereof shall be built or rebuilt or repaired, laid out, formed, or improved, in the Manner and to the Extent to be stipulated in any such Contract or Contracts, by One or more Deed or Deeds to demise and lease the same Lands and 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 Person or Persons, to be approved of by the said *William Moore* the Son, for and during the Remainder of the Term or Terms 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 by such Contract or Contracts, as shall be thought proper; 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 One Year from the Date of such Contract or Contracts, and may be made to increase periodically, beginning with such Proportion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent, as shall be found convenient or thought proper, for a Period not exceeding Four Years, and shall in such Contract or Contracts be provided for; and also to agree that

Contracts to be entered into for granting Leases.

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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.

Clause of Re-entry to be inserted in every Contract.

IX. That in every Contract which shall be entered into in pursuance of this Act there shall be inserted a Clause or Condition for vacating the same as to and for Re-entry into such Part or Parts of the Premises therein comprised and agreed to be let as shall not have been actually leased in performance of the same Contract, in case the Hereditaments and Premises comprised in any such Contract shall not be built upon or rebuilt, repaired, laid out, or formed or improved in the Manner in such Contracts stipulated, and within a reasonable Time to be therein appointed, and also a Clause or Condition that the Person or Persons to whom such Lease or Leases ought to be granted pursuant to such Contract shall accept the same, and execute a Counterpart or Counterparts thereof, within such Time as is therein mentioned, and that in default thereof such Contract shall, as to all the Premises not actually leased in pursuance of the same Contract, be void; and every such Contract shall be carried into execution by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before contained, so far as the same shall be applicable.

Contracts may contain new Covenants.

X. That it shall be lawful for the said *William Moore* the Son from Time to Time to enter into or join in entering into any new Covenant or Covenants, Agreement or Agreements, with any Person or Persons with whom any Contract or Contracts shall have been entered into by virtue of this Act, by way of Addition to or Explanation or Alteration of all or any of the Covenants or Agreements in such Contract or Contracts respectively to be contained, and to release or join in releasing the Persons or Person respectively with whom any Contract or Contracts shall have been entered into by virtue of this Act, and his, her, or their Executors, Administrators, or Assigns, from the Observance of all or any Part of the same Contract or Contracts respectively, and, if the same shall be thought expedient, to enter into or join in entering into any new Covenants or Agreements with such Person or Persons, or his, her, or their Executors, Administrators, or Assigns, or any other Person or Persons whomsoever, in lieu of the Part or Parts of the same Contract or Contracts respectively which shall have been so released.

Validity of Leases granted under the Provisions of this Act.

XI. That every Lease to be granted under any of the Provisions of this Act, if in conformity with the same, shall be deemed and taken to be duly granted, although it shall have been made in pursuance or in consequence of any previous Contract, whether entered into prior to or subsequently to the passing of this Act, and such previous Contract

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

XII. That if the Possession of any Land or Hereditaments to be comprised in any Lease or Contract to be made, granted, or entered into in pursuance of this Act shall at any Time or Times be resumed or recovered by virtue of or under any Power of Re-entry to be contained in any such Lease or Contract or otherwise, then and in every such Case it shall be lawful for the said *William Moore* the Son to grant Leases, or enter into Contracts for granting Leases, and afterwards to grant Leases of the same Premises under the Powers and Authorities herein-before contained, in the same Manner as if no Leases or Contracts for Leases thereof had been previously made, granted, or entered into.

On Recovery of Possession under any Clause of Re-entry fresh Leases or Contracts may be made.

XIII. That all Covenants for the Benefit of the Inheritance which shall be entered into by any Lessee or Lessees, Grantee or Grantees of any Lands or other Hereditaments, under the Authority of this Act, shall, on the one hand, be deemed to run and shall run with the Land and Hereditaments leased or granted to such Lessee or Lessees, Grantee or Grantees, and shall bind him, her, or them, his, her, or their Executors, Administrators, and Assigns, and shall, on the other hand, be deemed to run and shall run with the Reversion of the Lands or Hereditaments to be comprised in the Lease or Leases, Grant or Grants, thereof, or, in the Case of a Grant of Easements, with the Rent reserved by the Grant or Lease thereof, so as that the Person or Persons for the Time being entitled to the Reversion immediately expectant on the Determination of the Lease or Leases, Grant or Grants, or to such Rent or other Reservations (as the Case may be) shall have the full Benefit of such Covenant or Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Trustees Covenants to run with the Land, &c.

XIV. That in case the said *William Moore* the Son 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 Hereditaments hereby authorized to be leased as aforesaid, as to the Mode in which any other Part or Parts of the said Lands and Hereditaments shall be built upon, laid out, or improved, such Covenants or Covenant shall be deemed to run and shall run with such other Part or Parts of the said Lands or other Hereditaments, and shall be held

Covenants may be entered into with the Lessees.

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binding

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binding in Law upon all Persons whomsoever at any Times 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 and claim, such Estate or Estates respectively, but no 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, his Heirs, Executors, or Administrators and Assigns, 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, but only for any Breach or Breaches of Covenant during the Continuance of his, her, or their Estate or Estates, and such original Covenantor shall only be liable upon such Covenant or Covenants for any Act, Matter, or Thing done, committed, or suffered by him or her; and in order that the Lessee or the respective Lessees may be able to take advantage of such Covenant or Covenants, the same shall be deemed to run and shall run with the Lands, Easements, or other Hereditaments leased to the Person or Persons with whom such Covenant or Covenants shall be entered into, so as that the Assignee or Assignees for the Time being of the Leasehold Interest of the Person or Persons with whom such Covenant or Covenants shall have been entered into shall have the full Benefit of such Covenant or Covenants, and shall be able to maintain an Action or Actions of Covenant thereon against any Person or Persons as against whom the Obligation of such Covenant or Covenants is hereby made to run as aforesaid.

Provisions
for Re-entry
to be appor-
tionable ac-
cording to
the Agree-
ment of the
Parties.

XV. Provided also, That no Lease or Contract to be made under the Authority of this Act shall be void or invalid, or defeasible or questionable, if in any such Lease or Contract it shall be so stipulated or agreed, on the Ground that the Right of Entry or Re-entry for Nonpayment of Rent, or for the Breach of all or any of the Stipulations, Covenants, and Agreements to be therein contained, shall be confined by any Terms restricting the same to the Parts of the Hereditaments leased or agreed to be leased where the Breach or Default in the Lessee's Covenant shall have been committed, or on the Ground that the same shall be confined by any other Terms restricting the Right of Entry to a Part only of the Buildings, Lands, or Tenements to be leased or agreed to be leased by any such Lease or Contract, and that notwithstanding any Avoidance of any Lease or Contract as aforesaid for the Breach of any such Stipulations, Covenants, or Agreements as to Part only of the Buildings, Lands, or Hereditaments which from Time to Time shall continue to be held
under

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under or by virtue of the same Lease or Contract, and for this Purpose every such Condition shall be apportionable and shall have Effect according to the Intention of the Parties as expressed in any such Lease or Contract accordingly.

XVI. That it shall be lawful for the said *William Moore* the Son to dispose of and convey, without receiving any valuable Consideration, any Part of the said Lands and Hereditaments comprised in the said Schedule to this Act, and the Inheritance thereof in Fee Simple, for any of the charitable or public Purposes herein-after mentioned, namely, for building any Church or Chapel, Schoolhouse or Parsonage House, or for any Garden or Orchard to any Schoolhouse or Parsonage House, or for any Churchyard, or Addition to a Churchyard already existing, so as not more than Half an Acre in the whole shall be granted for all or any of the aforesaid Purposes, and so nevertheless that no such Disposition as aforesaid shall be made except with the Consent of Her Majesty's High Court of Chancery, to be obtained upon Petition in a summary Way.

Ground may be appropriated for building Churches, School-houses, &c., with Consent of the Court of Chancery.

XVII. That it shall be lawful for the High Court of Chancery from Time to Time, upon Petition to be preferred in a summary Way by the said *William Moore* the Son, or, in the event of his Decease, by the Person or Persons for the Time being entitled under the Limitations contained in the said Will of the said *William Moore* deceased to the Receipt of the Rents and Profits of the Lands mentioned in the Schedule to this Act annexed, to make such Order as to the said Court shall seem meet for ascertaining, taxing, and settling the Costs, Charges, and Expenses of obtaining this Act, or preparatory or incidental thereto; and all such Costs, Charges, and Expenses, when certified by the Master to whom the same shall be referred for Taxation, including the Costs of such Application, shall be raised by the said *William Moore* the Son, or, in the event of his Decease, by the Person or Persons for the Time being entitled under the Limitations contained in the said Will of the said *William Moore* deceased to the Receipt of the Rents and Profits of the Lands mentioned in the Schedule to this Act annexed, by Mortgage of all or any Part of the Hereditaments comprised in the said Schedule to this Act, or the same may be raised or paid out of any Monies that may be paid into the Court of Chancery under the Powers herein-before contained, and any Monies so raised by Mortgage may be paid off out of such Monies, or the Stocks, Funds, or Securities upon which the same may be invested, as the said Court of Chancery shall, on Petition so presented as aforesaid, direct; and the Costs and Expenses attending any such Application, or of raising all or any of the Monies so hereby authorized to be raised as aforesaid, shall be raised and paid in such Manner as is herein-before provided with

Power to Court of Chancery to make Orders for charging the Expenses of obtaining this Act upon the Lands in favour of Mr. Moore.

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with respect to the raising and paying the said Costs, Charges, and Expenses; and the Receipts of the Party or Parties to whom any Monies so authorized to be raised as aforesaid shall be paid shall be sufficient Discharges for the same, and no Person so paying the same shall be bound to see to the Application thereof, or bound to inquire whether more than the Sum authorized to be raised has been raised; and the Interest of all Monies hereby authorized to be raised by Mortgage shall be paid and kept down by the Party from Time to Time beneficially entitled to the Rents and Profits of the Hereditaments comprised in any such Mortgage.

As to Persons claiming under any Mortgage.

XVIII. That after the Determination of the Estate of any Person who shall be entitled under the said Will to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, no Person or Persons claiming under any Mortgage made in pursuance of this Act shall be entitled to recover, as against the Hereditaments comprised in such Mortgage, more than One Year's Arrear of Interest which may have accrued before the Determination of such Estate.

Provision as to the Payment of Interest.

XIX. That after the Determination of the Estate of any Person who shall be entitled as aforesaid to the Receipt of the Rents and Profits of the Hereditaments to be comprised in any Mortgage made in pursuance of this Act, the Heirs, Executors, or Administrators of the Person or Persons whose Estate shall so determine as aforesaid shall pay all Interest which shall have become due on the said Mortgage prior to the Determination of the said Estate, including so much of the accruing Interest upon the Money secured by any such Mortgage, and not actually paid at the Time of the Determination of such Estate, as shall be in proportion to the Time which such Person shall have lived of the current Half Year; and in every Mortgage to be made in pursuance of the Powers of this Act a Power of Distress and Entry for the Recovery of the Interest of the Principal Monies to be secured may be granted to the Mortgagee or Mortgagees.

Power to Court of Chancery to make Orders for Taxation and Payment of Costs.

XX. That it shall be lawful for the said Court of Chancery, upon Petition to be preferred in a summary Way as aforesaid, from Time to Time to make such Orders as the said Court shall think expedient, just, or reasonable for ascertaining, taxing, settling, and allowing all Costs, Charges, and Expenses which shall be from Time to Time incurred in making the several Applications to the said Court in pursuance of this Act, and in paying into the Bank of *England* as aforesaid such Monies as herein-before directed to be paid in, and taking the said Monies out of the Bank, and discharging Incumbrances as aforesaid, in investing the aforesaid Monies or any of them in the Purchase or Redemption of Land Tax, or the Investment thereof in
any

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any Stocks or Funds, and for the Payment of the Interest, Dividends, and annual Produce thereof to the Party entitled thereto under the said Will of the said *William Moore* deceased, or otherwise in carrying the Trusts and Purposes of this Act into execution, and also from Time to Time to make such Orders as the said Court shall think expedient for Payment of all Costs, Charges, and Expenses as aforesaid out of the Monies so to be paid into the Bank as aforesaid.

XXI. That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, suspend, annul, prejudice, lessen, or affect the Powers in the said Will of the said Testator, *William Moore* deceased, contained, except so far as the same may be affected by the Exercise of any of the Powers of this Act.

This Act not to revoke certain Powers in the Will of *William Moore*, deceased.

XXII. That the Testamentary Guardian or Guardians, or the Guardian or Guardians appointed by the Court of Chancery, of any infant Tenant in Tail under the Limitations contained in the said Will of the said *William Moore* deceased, and also the said *Robert Perceval Maxwell* during his Life, and also the Testamentary Guardian or Guardians, or the Guardian or Guardians appointed by the Court of Chancery, of the Heirs of the said *Helena Anne Perceval Maxwell*, during the Minority of such Heir or Heirs respectively, when such Infant, or the said *Robert Perceval Maxwell*, or such infant Heir of the said *Helena Anne Perceval Maxwell*, shall respectively be entitled to the actual Possession of and to the Receipt of the Rents of the Hereditaments comprised in the said Schedule to this Act, shall have all and singular the same Powers, Discretions, and Authorities whatsoever in relation to the said Hereditaments as are herein-before given to the said *William Moore* the Son, and shall and may use and exercise the same accordingly in all respects as if the same had been hereby expressly given or limited to any such Guardian or Guardians, or the said *Robert Perceval Maxwell*.

Guardians of Infant Tenants in Tail to have the same Powers as *William Moore*.

XXIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Moore* the Son, and his Issue Male by any Person or Persons other than the said *Jane Goodden*, *Robert Perceval Maxwell*, and *Helena Anne Perceval Maxwell*, their and each and every of their Heirs, Executors, and Administrators, and the right Heirs of the said Testator *William Moore*,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, out of, or upon the same Lands, Hereditaments, and Premises respectively, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or

General Saving of Rights.

[Private.]

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could or might have held or enjoyed in case this Act had not been passed.

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

XXIV. 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.

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The SCHEDULE to which the foregoing Act refers.

ALL IN THE PARISH OF FULHAM IN THE COUNTY OF MIDDLESEX.

Tenants.	Description.	Quantity.		
		A.	R.	P.
John Jagoe - -	Buff Cottage, Garden, and Out-buildings.	1	2	6
Joseph Manning senior -	Several Houses on both Sides of a new Road called Waterford Road, also some in course of Erection.	2	2	0
George Bagley - -	Market Garden Ground, Grass Land, and Buildings thereon.	16	1	12
W. Parry - -	Market Garden Ground and sundry Erections standing thereon.	10	0	37
James Ardin - - } James Johnson - - }	Houses (and Gardens), some built and some in course of Erection.	0	2	4
— Steer's Representa- tives.	Four Cottages and sundry other Tenements.	1	1	24
Charles Bagley - -	Market Garden Ground -	3	2	18
John Knight - -	Eleven Tenements and Meadow adjoining.	2	1	36
Joshua Bagley - -	Market Garden Ground -	1	1	11
Mrs. Goldring - -	Sundry Tenements erected, and others in course of Erection.	0	0	34
		40	0	22

Adam Clarke Hook.

LONDON :

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Printers to the Queen's most Excellent Majesty. 1851.

