



ANNO SEPTIMO & OCTAVO

VICTORIÆ REGINÆ.

Cap. 22.

An Act for enabling the Trustees under the Will of the late Mr. *Jonathan Passingham* to grant Leases of the devised Estates, with Licences to dig Brick Earth ; and to raise Monies upon Parts of the said Estates ; and for the Purchase of an adjoining Property ; and for other Purposes.

[6th August 1844.]

WHEREAS *Jonathan Passingham*, late of *Heston* in the County of *Middlesex*, Farmer, by his Will, executed in the Manner required for rendering valid Devises of Freehold Estates, and bearing Date the Twentieth Day of *June* One thousand eight hundred and thirty-three, (amongst other things,) gave and devised, and by virtue of every Power enabling him so to do appointed unto *Francis Sherborn* of *Bedfont* in the said County of *Middlesex*, Gentleman, and *Charles Farnell* of *Isleworth* in the same County, Brewer, and their Heirs, all that his Messuage in which he then resided, together with the Barns, Stables, and other Outbuildings, Yards, and Gardens marked and numbered on the Plan annexed to the Award for the Inclosure of the Parish of *Heston* as No. 87., and also all those several Pieces and Parcels of Meadow, Pasture, Orchard, and Arable Lands situate, lying, and being in the said Parish of

Will of
Jonathan
Passingham,
dated 20th
June 1833.

[Private.]

7 p

Heston,

Heston, and known by the Name of the *Heston Farm*, marked and numbered on the said Plan as follows, that is to say, Numbers 86, 88, 89, 90, 28, Part of 754, which Part contains One hundred and two Acres Three Roods and Thirty-seven Perches, 46, 47, 763, 51, and containing in the whole One hundred and forty-three Acres and Twenty-nine Perches, or thereabouts, were the same more or less, together with all Timber and other Trees thereon respectively, to hold unto the said *Francis Sherborn* and *Charles Farnell*, and their Heirs, upon trust that they the said *Francis Sherborn* and *Charles Farnell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should pay the Rents and Profits of the said Messuages, Farm, Lands, and Hereditaments and Premises to his Wife *Elizabeth Passingham*, for and during the Term of her natural Life, in case she should remain sole and unmarried, and after her Decease or Marriage upon trust to pay the Rents and Profits of the said Premises into the proper Hands of his Daughter *Ellen Passingham*, if married, for her separate Use, and her Receipt alone to be a sufficient Discharge for the same, and not to be subject to the Debts or Control of any Husband she might marry, and from and after her Decease, and the Decease or Marriage of his said Wife, upon trust to pay the said Rents and Profits of the said Premises to any Husband of the said *Ellen Passingham* she might marry, for and during the Term of his natural Life, and, subject thereto, in trust for all and every the Child and Children of the said *Ellen Passingham*, their Heirs and Assigns for ever, as Tenants in Common, and not as Joint Tenants, the Share of every Son to be a vested Interest when and as he should attain the Age of Twenty-one Years, and the Share of every Daughter to be a vested Interest on her attaining the like Age or marrying, which should first happen; and the said Testator gave and devised unto the said *Francis Sherborn* and *Charles Farnell*, and their Heirs, all his Messuages, Cottages, Tenements, Hereditaments, and Premises, Lands, Farms, Barns, Stables, and other Out-buildings, Yards, and Gardens, and also all those several Pieces and Parcels of Meadow, Pasture, Orchard, and Arable Land, situate, lying, and being in the said Parish of *Heston*, and known by the Name of the *North Hyde Farm*, and marked on the said Plan and numbered as follows, that is to say, 25, 26, 27, the Remainder of Number 754, 22, 21, 24, 23, 20, 18, 17, 16, 755, 759, 58, 57, 56, 63, 54, 55, 53, 52, 758, 49, and 50, and 48, and containing in the whole One hundred and thirty-two Acres Two Roods and Three Perches, or thereabouts, were the same more or less, together with all Timber and other Trees growing and standing thereon respectively, upon trust that they the said *Francis Sherborn* and *Charles Farnell*, and the Survivor of them, and the Executors, Administrators, and Assigns of such Survivor, should pay the Rents and Profits of the last-mentioned Farm, Lands, Hereditaments, and Premises to his said Wife *Elizabeth Passingham*, for and during the Term of her natural Life, in case she should remain sole and unmarried, and after her Decease or Marriage upon trust to pay the Rents and Profits of the said Premises into the proper Hands of his Daughter *Emma Basire*, Wife of *James Basire* the elder, described as *James Basire* of *Quality Court, Chancery Lane*, Engraver, for her separate Use, and her Receipt alone to be a proper Discharge for the same, and not to be subject

subject to the Debts or Control of her then present Husband or any Husband she might thereafter intermarry, and from and after her Decease upon trust to pay the Rents and Profits of the said Premises into the proper Hands of the said *James Basire* the elder, for and during the Term of his natural Life, and then in trust for all and every the Child and Children of the said *Emma Basire*, their Heirs and Assigns for ever, as Tenants in Common, and not as Joint Tenants, the Share of every Son to be a vested Interest in him at the Age of Twenty-one Years, and of every Daughter at the like Age, or on the Day of her Marriage, which should first happen; and in case there should not be any Child of either of his said Daughters above named who should attain a vested Interest under the Trusts aforesaid, then, subject to the Life Interests therein, the said Testator gave and devised the said Farm, Lands, and Hereditaments that would have gone under the aforesaid Devises to the Child or Children of such Daughter unto the Child or Children of the other of his said Daughters, their Heirs and Assigns for ever, as Tenants in Common, and not as Joint Tenants, and to be subject to the like Provision as to the vesting of his, her, or their respective Shares; and he directed that the Rents and Profits, Income and Interest, of the expectant Share or Proportion of every Child under the aforesaid Devises, should and might, during the Minority of such Child, at the Discretion of the Trustees or Trustee for the Time being of that his Will, be applied in the Maintenance, Education, and Advancement of such Child, notwithstanding that his or her Share or Interest should not be absolutely vested in him or her; and he also declared that it should be lawful for his said Trustees or the Survivor of them, his Executors, Administrators, and Assigns, from Time to Time to demise and lease all or any of the aforesaid Messuages, Lands, Tenements, and Real Estate at the best and most improved yearly Rents that could be obtained, without taking any Fine or Premium, provided that no Lease should be made for any Term exceeding Fourteen Years; and in case either of his said Trustees should at any Time thereafter be desirous of being discharged from being a Trustee under that his Will, or should depart this Life, then that the continuing or surviving Trustee should be at liberty to appoint some other Person to be a Trustee jointly with him in the Place of the one so desirous of being discharged or dead, with the same Powers as was vested in the one so desirous to be discharged or dying; and his Will further was, that in case his said Daughters or their respective Husbands should live so long that their Children should attain the Age of Twenty-one before the Death of their, his, or her respective Mothers or Fathers, Mother or Father, then he empowered his said Trustees or Trustee for the Time being, notwithstanding the aforesaid Gifts or Limitations to his said Daughters respectively and their Husbands, to raise any Sum not exceeding Three thousand Pounds on each of the Hereditaments given to each Daughter and her Children respectively, for the Purpose of advancing the Interest or Interests of such Child or Children so coming of Age, and to deduct the Interest of such Money from the Rents and Profits so payable to his respective Daughters or their Husbands, and to execute any Deed or Deeds and make any Conveyance of the said Hereditaments which might be necessary for that Purpose, and to give

give Discharges for the Money to be so raised ; and he did thereby nominate and appoint the said *Francis Sherborn* and *Charles Farnell* Executors of his said Will ; and he did thereby revoke all Wills at any Time theretofore by him made, and declared that only to be his last Will and Testament ; and he did thereby will and declare that his having by that his Will appointed the said *Francis Sherborn* and *Charles Farnell* Trustees and Executors of that his Will should not in any way prevent either of them becoming the Tenant or Tenants of either of his Farms and Lands at fair Rents, provided they should be disposed to rent the same, but during the Lives of the Persons to whom Life Interests were therein-before given any such Lease should not be made without the Consent of the Person entitled under the aforesaid Devises for his or her Life to the Rents and Profits of the Hereditaments that might be comprised therein : And whereas the said *Jonathan Passingham* departed this Life on or about the Twenty-fourth Day of *July* One thousand eight hundred and thirty-three, without having revoked or in any Manner altered his said Will, leaving the said *Elizabeth Passingham* his Widow, and his said Two Daughters *Ellen Passingham* and *Emma Basire* his only Children and Co-heiresses at Law him surviving ; and the said Will was proved by the said *Francis Sherborn* and *Charles Farnell* in the Prerogative Court of the Archbishop of *Canterbury* on or about the Twelfth Day of *November* One thousand eight hundred and thirty-three : And whereas the said *Ellen Passingham* intermarried with *Jonathan Passingham*, then of *Bonython House* in the County of *Cornwall*, Gentleman, on or about the Second Day of *December* One thousand eight hundred and thirty-three : And whereas Parts of the said Farm called the *Heston Farm*, consisting of the Lands mentioned or referred to in the Will of the said Testator as being numbered respectively 87, 86, 88, 89, 90, and Part of the Land therein referred to as being numbered 28, such Part containing Six Acres Two Roods Thirty-three Perches, and Parts of the Land therein referred to as being numbered 754, such Part containing One hundred and two Acres Three Roods and Thirty-seven Perches, or thereabouts, were copyhold, held by the said Testator at the Time of his Decease under the Manor of *Heston* in the said County of *Middlesex* ; and at a General Court Baron holden for the said Manor on the Twenty-ninth Day of *March* One thousand eight hundred and thirty-seven the said *Francis Sherborn* and *Charles Farnell* were admitted Tenants, to them and their Heirs, according to the Custom of the said Manor, of the said Copyhold Premises, upon the Trusts declared of the said Farm called the *Heston Farm* by the said Will : And whereas Parts of the said Farm called the *North Hyde Farm*, consisting of the Lands mentioned or referred to in the said Will of the said Testator as being numbered 21, 24, 23, 20, 18, 17, 49, and 50, and the Remainder of the said Land Number 754, such Remainder containing Six Acres and Fourteen Perches, or thereabouts, were also copyhold, held by the said Testator at the Time of his Decease under the said Manor of *Heston*, and at the said Court holden for the said Manor on the Twenty-ninth Day of *March* One thousand eight hundred and thirty-seven the said *Francis Sherborn* and *Charles Farnell* were admitted Tenants, to them and their Heirs, according to the Custom of the said Manor, of the last-mentioned Premises, upon the

the Trusts declared of the said *North Hyde Farm* in and by the said Will: And whereas the said *Elizabeth Passingham* the Widow of the said Testator departed this Life on the Twelfth Day of *July* One thousand eight hundred and forty: And whereas by an Indenture of Release made the Twenty-ninth Day of *October* in the Year of our Lord One thousand eight hundred and forty-two, and in pursuance of the Statute, intituled *An Act for rendering a Release as effectual for the Conveyance of Freehold Estates as a Lease and Release by the same Parties*, between the said *Francis Sherborn* and *Charles Farnell* of the one Part, and *George Robert Rowe* of *Chigwell* in the County of *Essex*, Esquire, Doctor in Medicine, and *Francis Passingham* of *Truro* in the County of *Cornwall*, Gentleman, by Mistake in the said Indenture called *Charles Francis Passingham*, of the other Part, it is witnessed, that in pursuance and obedience to the therein-before recited Decree of His Majesty's High Court of Chancery they the said *Francis Sherborn* and *Charles Farnell* did bargain, sell, alien, and release unto the said *George Robert Rowe* and *Francis Passingham* (by Mistake called *Charles Francis Passingham*), and to their Heirs, all and every such Part and Parts as were freehold of all that the said Messuage in which the Testator resided, with the Barns, Stables, and other Outbuildings, Yards, and Gardens belonging thereto, in the said Will mentioned, and of all those the said several Pieces or Parcels of Meadow Land, Pasture, Orchard, and Arable Land, situate, lying, and being in the said Parish of *Heston*, and known by the Name of the *Heston Farm*, in the said Will further described, and also of all those the said Messuages, Cottages, Tenements, Hereditaments, Lands, Barns, Farms, Stables, and other Outbuildings, Yards and Gardens, and Pieces and Parcels of Meadow, Pasture, Orchard, and Arable Land, situate, lying, and being in the said Parish of *Heston*, and known by the Name of the *North Hyde Farm*, and in the said Will also further described, and all other the Freehold Hereditaments (if any) by the said Will devised to or then vested in the said Trustees, upon the Trusts thereof, together with their respective Appurtenances, to hold the same unto and to the Use of the said *George Robert Rowe* and *Francis Passingham* (by Mistake in the said Indenture called *Charles Francis Passingham*, their Heirs and Assigns for ever), upon the Trusts, and for the Intents and Purposes, and with, under, and subject to the Powers and Provisions in the said Will of the said *Jonathan Passingham* deceased expressed, declared, and contained of and concerning the same respectively, subject to a Lease therein-before mentioned; and it was further witnessed, that in pursuance of and in obedience to the said Decree, and in order to vest such Parts of the said Trust Estates as were copyhold under the said Manor of *Heston* in the said *George Robert Rowe* and *Francis Passingham* (by Mistake in the said Indenture called *Charles Francis Passingham*), as such new Trustees as aforesaid, upon the Trusts of the said Will, they the said *Francis Sherborn* and *Charles Farnell* did thereby covenant with the said *George Robert Rowe* and *Francis Passingham* (by Mistake in the said Indenture called *Charles Francis Passingham*), that they the said *Francis Sherborn* and *Charles Farnell* would, at or before the then next Court to be holden for the said Manor of *Heston*, surrender into the Hands of the Lord of

Conveyance
to new Trustees,
29th
Oct. 1842.

[Private.]

the said Manor all such Parts as were copyhold of the said Manor of *Heston* of the several Lands and Hereditaments therein-before described or referred to, with the Appurtenances, and all other the Copyhold Hereditaments (if any) which were held of the said Manor by the said Testator, and were then vested in the said *Francis Sherborn* and *Charles Farnell*, as Trustees as aforesaid, to the Use of the said *George Robert Rowe* and *Francis Passingham* (by Mistake in the said Indenture called *Charles Francis Passingham*), their Heirs and Assigns; to the Intent that they might be admitted Tenants of the said Copyhold Premises, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers and Provisions in the said Will of the said *Jonathan Passingham* deceased expressed, declared, and contained of and concerning the same respectively, subject to the aforesaid Lease: And whereas at a Special Court Baron holden for the said Manor of *Heston* on the Twenty-second Day of *November* One thousand eight hundred and forty-two the said *Francis Sherborn* and *Charles Farnell* surrendered the said Copyhold Hereditaments, to which they were so admitted as aforesaid on the Twenty-ninth Day of *March* One thousand eight hundred and thirty-seven, to the Use of the said *George Robert Rowe* and *Francis Passingham* (by Mistake called *Charles Francis Passingham*), as Trustees as aforesaid, and the said *George Robert Rowe* and *Francis Passingham* were thereupon admitted Tenants thereto accordingly: And whereas there are now Six Children living of the said *Ellen Passingham* and her Husband the said *Jonathan Passingham*, and no more, that is to say, *Jonathan Tremenhere Passingham*, *Ellen Maria Passingham*, *Prudence Gertrude Vyvyan Passingham*, *Augusta Louisa Johns Passingham*, *George Augustus Passingham*, and *Harriet Agnes Passingham*, all of whom are Infants under the Age of Twenty-one Years: And whereas there are now Eleven Children living of the said *Emma Basire* and her Husband the said *James Basire* the elder, and no more, (that is to say,) *James Basire* the younger, who attained his Age of Twenty-one Years on or about the Twenty-second Day of *January* One thousand eight hundred and forty-three, *Frederick Daniel Basire*, who attained his Age of Twenty-one Years on or about the Twenty-fifth Day of *June* One thousand eight hundred and forty-four, and *Emma Basire* the younger, *Isabella Basire*, *Augusta Basire*, *Mary Basire*, *Lætitia Basire*, *John Arnold Basire*, *Elizabeth Victoria Basire*, *Albert Basire*, and *George Robert Basire*, all of whom are Infants under the Age of Twenty-one Years: And whereas the Particulars of the said Farm called the *Heston Farm* are set forth in the First Schedule to this Act, and the Particulars of the said Farm called the *North Hyde Farm* are set forth in the Second Schedule to this Act: And whereas the said respective Farms called the *Heston Farm* and the *North Hyde Farm* contain Brick and Malm Earth of considerable Depth and excellent Quality, and the same Lands or some of them could be let to great Advantage for the Purpose of manufacturing Bricks and other Articles for the Manufacture of which the same Description of Earth is used, and it would be of great Advantage to the Persons beneficially entitled to the said respective Estates under the Will of the said Testator if the Trustees were empowered to grant Leases of the same Lands, with

Licences

Licences to the Lessee or Lessees to dig and manufacture the Brick and Malm Earth which may be or be found in, under, or upon such Lands, in manner herein-after mentioned: And whereas immediately adjoining to and partly surrounded by the said *North Hyde Farm* is a small Property which is now offered for Sale, situate in the Parish of *Heston* aforesaid, consisting of a Messuage and Wharf and Thirty-five Acres of Land, or thereabouts, and such Property is more particularly described in the Third Schedule hereto, and the Addition of the same Property would considerably increase the Value of the said *North Hyde Farm*, and it would be greatly for the Benefit of the Parties interested therein that the said *George Robert Rowe* and *Francis Passingham*, Trustees as aforesaid, should be empowered to purchase the said Property as an Annexation to the said Farm called *North Hyde Farm*: And whereas there are at present no Funds out of which the Purchase Money for the said Messuage, Wharf, and Land can be paid, but it is conceived that by means of the Monies to be derived by Royalties and Payments for Brick and Malm Earth as aforesaid a Sum will ultimately be produced sufficient for the Purchase of the said Messuage, Wharf, and Land, and it would be highly beneficial to the several Parties entitled under the said recited Will to the said Farm called *North Hyde Farm* if the Trustees thereof were empowered; in the meantime and until sufficient Monies were accumulated by the Means and for the Purposes aforesaid, to raise the necessary Monies by a Charge upon the same Farm: And whereas the several Objects aforesaid cannot be effected without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said *Jonathan Passingham* and *Ellen* his Wife, *James Basire* the elder and *Emma* his Wife, *James Basire* the younger, and *Frederick Daniel Basire*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the said *George Robert Rowe* and *Francis Passingham*, or the Survivor of them, his Executors, Administrators, or Assigns, or other the Trustees or Trustee for the Time being of the said Will of the said *Jonathan Passingham*, by and with the Consent in Writing of the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments for the Time being proposed to be leased, if such Person or Persons shall have attained the Age of Twenty-one Years, and if not, or if such Person or Persons shall be a Feme Covert or Femes Covert, then with the Consent in Writing of his or their Guardian or Guardians, Husband or Husbands, as the Case may be, from Time to Time to demise or lease, or to join or concur in demising or leasing, all and every or any Part or Parts of the said Farms and Lands comprised in the First and Second Schedules to this Act annexed, unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in possession, and not in reversion or by way of future Interest, together with full and free Liberty, Licence, and Authority to search for, dig, work, manufacture, and convert into Bricks, Tiles, Slabs, Gutter and Draining Tiles, and every or any

Power for Trustees to lease the Premises described in the First and Second Schedules for Twenty-one Years, and to grant Licences to Lessees to dig and manufacture the Brick and Malm Earth, reserving the best Rents and Royalties.

Article for the Manufacture of which Brick and Malm Earth is used, the Brick and Malm Earth which may be found in, under, or upon the Lands thereby to be leased, and for the Purposes aforesaid, or for any other Purposes authorized by this Act, to take, remove, carry away, and dispose of such Bricks, Tiles, and other manufactured Articles, and to dig, sink, and make such Trenches and Pits, and to make, erect, set up, and work such Furnaces, Brick-kilns, and Machinery as shall be deemed convenient or necessary for working, procuring, conveying, burning, and manufacturing such Brick or Malm Earth, Turf, or Soil of, from, or upon the same Lands, and with full and free Liberty and Authority to take and use sufficient Ground Room for depositing, laying, placing, and manufacturing all or any of the Brick or Malm Earth, Soil, or Refuse that shall from Time to Time be dug or gotten out of the said Lands, or from or out of any Furnaces, Brick-kilns, Manufactories, or Works to be erected, set up, or made as aforesaid, and also full and free Liberty, Licence, Power, and Authority to erect, build, set up, and hold, occupy, and enjoy, in any convenient Places on any Parts of the Lands comprised in such Lease or respective Leases, all such Sheds, Stables, or other Buildings, Walls, Fences, Machinery, Brick-kilns, and other Works as shall from Time to Time be needful or desirable for more conveniently enjoying, manufacturing, and working the said Brick or Malm Earth and Works respectively, or for the Habitation and Convenience of Workmen and others, and for the Accommodation of Horses and other Cattle employed in or about the said Works, or for storing, standing, laying, or placing Utensils or Implements or Produce to be respectively employed, or used, or gotten in or about the same; provided that in and by such Lease or Leases there shall be reserved, during the Continuance thereof respectively, in respect of the Surface of the Lands comprised in such Lease or Leases, such or the like Amount of yearly Rent or yearly Rents as under or by virtue of any Lease or Leases granted under the Power in the said recited Will contained would for the Time being be payable if any such Lease of the same Lands had been granted, and in case this Act had not passed, and also the best and highest Sum or Sums, Payment or Payments, in the Way of Royalty, (not being less for Bricks than One Shilling for every One thousand Bricks which may be so manufactured,) which can be reasonably had or gotten for the same; and provided also that there be contained in every such Lease a Covenant on the Part of the Lessee or Lessees to be named therein to level, before the Expiration of such Lease, the Lands from whence such Brick or Malm Earth shall have been taken, and to replace the Surface Soil thereon, so as to fit the same again for the Purpose of Agriculture; and so that in every such Lease there shall be contained a Condition or Power of Re-entry for the Nonpayment of the Royalties or Reservations to be thereby respectively reserved, at such Time or Times after the same shall become due as shall be thought proper or deemed advisable; and so that the respective Lessees or Grantees, to be named in such Leases respectively shall duly execute Counterparts thereof respectively, and enter into such Covenants and Agreements for the due and punctual rendering and paying the Rents, Royalties, and Reservations to be thereby respectively reserved.

II. And

II. And be it enacted, That it shall be lawful for the said *George Robert Rowe* and *Francis Passingham*, and the Survivor of them, his Heirs or Assigns, or other the Trustee or Trustees for the Time being of the said Will of the said *Jonathan Passingham* deceased, by and with the Consent in Writing of the Person or Persons who by virtue of the said Will of the said *Jonathan Passingham* shall for the Time being be entitled to the Rents and Profits of the said Farm called the *North Hyde Farm*, if such Person or Persons be of the Age of Twenty-one Years, but if not, or if such Person or Persons shall be a Feme Covert or Femmes Covert, then with the Consent of his or her Guardian or Guardians, Husband or Husbands, as the Case may be, (to be testified by some Writing under his, her, or their Hand or Hands,) to contract and agree with the Owner or Owners of the said Lands and Hereditaments mentioned and described in the said Third Schedule hereto for the Purchase of the same or any Part or Parts thereof, and for such Price or Prices, Sum or Sums of Money, as to them or him may seem fair and reasonable.

Power to Trustees to contract for the Purchase of Lands and Premises comprised in the Third Schedule;

III. And be it enacted, That for the Purpose of enabling the said *George Robert Rowe* and *Francis Passingham*, or the Survivor of them, his Heirs or Assigns, or other such Trustee or Trustees as aforesaid, to carry into effect any such Contract or Contracts for Purchase as aforesaid, it shall be lawful for the said Trustees or Trustee, subject nevertheless and without Prejudice to the Power of leasing herein-before contained, to levy and raise such Sum or Sums of Money (not exceeding in the whole the Sum of Four thousand Pounds) as may be necessary for paying and defraying the Purchase Money or Purchase Monies of the Lands and Hereditaments so contracted to be purchased, together with the Costs and Expences of and incidental to such Purchase or Purchases, and the Investigation of the Title to the Lands and Hereditaments so to be purchased, and the Conveyance of the same to the said Trustees, together with the Costs and Expences of and incidental to the raising of such last-mentioned Sum or Sums of Money, by One or more Mortgage or Mortgages of the said *North Hyde Farm*, or any Part thereof, either alone or in conjunction with the Estates so to be purchased, or any Part thereof; and such Mortgage or Mortgages may be made, either by Demise or otherwise, as to the said Trustees or Trustee may seem expedient for effectually charging the Sum or Sums of Money so to be raised as last aforesaid on the Inheritance of the same Farm and Hereditaments, or the Part or Parts thereof to be comprised in such Mortgage or Mortgages; and all and every the Sum or Sums of Money so to be advanced or lent as aforesaid, and the Interest thereof, shall be paid to the Person or Persons, Body or Bodies Politic or Corporate, advancing or lending the same, at the Times and in manner herein-after mentioned; that is to say, the Interest thereof, or of so much thereof as shall for the Time being remain unpaid, at such Rate as shall be stipulated for and agreed to be paid, by equal half-yearly Payments on the Days to be therein respectively appointed; and it shall be lawful for the Person or Persons making such Mortgage or Mortgages to make and enter into such Stipulation or Agreement for the Repayment of the Principal Sum or Sums secured by such Mortgage or respective Mortgages, by Instalments

and to raise the Money required for making such Purchase by a Mortgage of the North Hyde Farm.

[Private.]

or otherwise, and at such Day or Time, or Days or Times, and in such Manner, as they or he shall think most beneficial.

Tenants for Life to keep down the Interest on Mortgages.

IV. And be it further enacted, That the said *James Basire* during the joint Lives of himself and the said *Emma* his Wife, and after the Decease of either of them then that the Survivor of them, shall and he and she is and are hereby required from Time to Time to pay and keep down the Interest which shall become due on such Principal Money, or on such Part thereof as for the Time being shall remain unpaid; and upon the Decease of the Survivor of them the said *James Basire* and *Emma* his Wife then that the Heirs, Executors, or Administrators of such Survivor shall and he and they are hereby required to pay so much of the half-yearly Payment of Interest upon which any Principal Money secured by any such Mortgage or Mortgages as aforesaid as shall be in proportion to the Time which the said *James Basire* and *Emma* his Wife, and such Survivor of them, as the Case may be, shall have lived of the then current Half Year; and that every Mortgage that during the joint Lives of the said *James Basire* and *Emma* his Wife shall be made in pursuance of this Act shall contain a Covenant from the said *James Basire*, for himself, his Heirs, Executors, and Administrators, and every Mortgage which after the Decease of either of them the said *James Basire* and *Emma* his Wife shall be made in pursuance of this Act during the Lifetime of the Survivor of them shall contain a Covenant from such Survivor, for himself or herself, his or her Heirs, Executors, and Administrators, to pay and keep down so much of the Interest as shall become payable upon such Mortgage or Mortgages during his or her natural Life or Lives, together with such a proportionable Part of such Interest as aforesaid.

Mortgagees not to recover against the mortgaged Estates more than Six Months Interest.

V. Provided always, and be it further enacted, That no Person or Persons, Body or Bodies Politic or Corporate, shall, under or by virtue of any such Mortgage or Mortgages as aforesaid, or of any thing in this Act contained, be entitled to recover, either during the Lives of the said *James Basire* and *Emma* his Wife, or the Survivor of them, or afterwards as against the Hereditaments and Estate comprised therein, or any of them, or any Part or Parts thereof respectively, more than Six Months Arrear of such of the Interest upon any Principal Sum for the Time being due and owing upon such Mortgage or Mortgages as aforesaid as shall have accrued due and become payable during the joint Lives of the said *James Basire* and *Emma* his Wife, or during the Lifetime of the Survivor of them.

The Lands and Premises so purchased to be conveyed to the Uses declared of the North Hyde Farm by the Will of the Testator.

VI. And be it enacted, That the Lands and Hereditaments so to be purchased as last aforesaid shall and may, on the Completion of the Purchase or Purchases of the same, be conveyed and assured unto the said *George Robert Rowe* and *Francis Passingham*, and their Heirs, or such Trustee or Trustees as aforesaid, subject to such Mortgage or Charge (if any) to be made thereon as aforesaid, to, for, and upon the several Trusts, Ends, Intents, and Purposes in and by the said Will of the said *Jonathan Passingham* deceased expressed and declared of and concerning the said *North Hyde Farm*, or such of

of the same Trusts, Ends, Intents, and Purposes as shall or may be then subsisting or capable of taking effect.

VII. And be it further enacted, That the Monies which shall be received by the said Trustees or Trustee for or in respect of such Royalties as aforesaid shall, in the first instance, be paid and applied in Payment of the Expences of applying for and obtaining this Act, to be taxed and ascertained as herein-after is directed, One Moiety of such Expences to be paid from Monies so to be received or raised in respect of Lands forming Part of the said *Heston Farm*, and One other Moiety of such Expences from Monies so to be received or raised in respect of Lands forming Part of the said *North Hyde Farm*.

Monies received by Trustees for Royalties to be, in the first instance applied in Payment of Expences of obtaining the Act.

VIII. And be it further enacted, That all the Monies to be so received by the said Trustees or Trustee for or in respect of such Royalties as aforesaid, which shall remain after Payment of such Expences as aforesaid, shall be paid by the said Trustees or Trustee, and all the Monies to be raised by any Mortgage or Mortgages under the Powers of this Act shall be paid by the Person or Persons advancing the same, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there as follows; (that is to say,) such of the same Monies as shall have arisen from or in respect of Royalties derived from any Part of the said Estate called *Heston Farm* to an Account to be intituled "*Ex parte* the Devisees of *Jonathan Passingham* deceased, the *Heston Farm* Account," and such of the same Monies as shall have arisen from or in respect of Royalties derived from any Part of the said Estate called "*North Hyde Farm*," or which shall have been raised by Mortgage of the same Farm, or any Part thereof, to an Account to be intituled "*Ex parte* the Devisees of *Jonathan Passingham* deceased, the *North Hyde Farm* Account," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of 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 King *George* the Second, Chapter the Twenty-fourth; and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt and Receipts of the Cashier of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of such Monies, shall from Time to Time and at all Times thereafter be deemed and taken to be a good and sufficient Discharge to the said Trustees or other Person or Persons as aforesaid, their Heirs, Executors, Administrators, and Assigns, for the same.

Residue to be paid into the Court of Chancery;

IX. And be it further enacted, That as respects any Monies which may be raised by Mortgage under the Powers of this Act for the Purpose of such Purchase as aforesaid, until such Monies shall be required for the Purposes for which the same shall have been raised, the same shall be laid out by the said Accountant General in the Purchase of Navy, Victualling, Transport, or Exchequer Bills, and

and, until required for the Purposes after mentioned, to be invested in Navy, Victualling, the

Transport, or
Exchequer
Bills.

the Interest arising from the Money so laid out in Navy, Victualling, Transport, or Exchequer Bills, and the Monies received for the same as they shall be respectively paid off by Government, shall again be laid out in the Name of the said Accountant General in the Purchase of other Navy, Victualling, Transport, or Exchequer Bills, provided that it shall and may be lawful for the said Court of Chancery to make such general Order or Orders, or special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are in the course of Payment, and as shall be effectual for enabling such Receipt in exchange, and that in that event the Interest of the old Bills shall be laid out as before directed with respect to the Interest when the Bills are paid off; all which Navy, Victualling, Transport, and Exchequer Bills shall from Time to Time be deposited in the Bank, in the Name of the said Accountant General, and shall there remain until the same shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *George Robert Rowe* and *Francis Passingham*, or the Survivor of them, or other the Trustee or Trustees as aforesaid, be ordered to be sold by the Accountant General for the Purposes herein-before mentioned; and if the Money arising by the Sale of such Navy, Victualling, Transport, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain, after discharging the Expences of the Application to the Court, shall be paid to such Person or Persons as would have been entitled to receive the Rents and Profits of the Lands directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons respectively.

Monies
raised by
Mortgage to
be applied,
under the
Direction of
the Court of
Chancery, in
Payment of
the Purchase
Money of the
Estate men-
tioned in the
Third Sched-
ule..

X. And be it further enacted, That as to the said Monies so directed to be paid into the Bank of *England* as aforesaid, which shall have been raised for the Purpose of purchasing the Estate and Hereditaments specified in the said Third Schedule to this Act under the Powers of this Act, the same shall with all convenient Speed be paid and applied, under and subject to the Direction of the High Court of Chancery, in pursuance of an Order or Orders for that Purpose, to be obtained upon Motion or Petition in a summary Way by the Person or Persons who shall for the Time being be entitled to the Rents and Profits of the said Hereditaments and Estate called *North Hyde Farm*, or if such Person or Persons shall be a Feme Covert or Femmes Covert, or under their, his, or her Age of Twenty-one Years, by his, her, or their Husband or Husbands, Guardian or Guardians, in Payment of such Purchase Money to the Person or Persons entitled to give Receipts and Discharges for the same.

Monies re-
ceived for
Royalties to
be applied,
under the
Direction of

XI. And be it further enacted, That as respects such of the said Monies herein-before directed to be paid into the Bank of *England* as shall consist of Monies which shall have arisen from or in respect of Royalties under any Lease or Leases to be granted under the Powers of this Act, the same shall respectively be from Time to Time laid out

out by the said Accountant General in the Purchase of Bank Three Pounds *per Cent.* Consolidated or Reduced Annuities, or Government Securities, in the Name of the said Accountant General, to be placed to his Account as follows; (that is to say,) such of the same Consolidated or Reduced Annuities and Government Securities as shall be purchased with Monies which shall have arisen from or in respect of Royalties derived from any Part of the said Estate called *Heston Farm* to an Account to be entitled "*Ex parte* the Devises of *Jonathan Passingham* deceased, the *Heston Farm* Account," and such of the same Monies as shall have arisen from or in respect of Royalties derived from any Part of the said Estate called *North Hyde Farm* to an Account to be entitled "*Ex parte* the Devises of *Jonathan Passingham* deceased, the *North Hyde Farm* Account," to remain until the said Court of Chancery shall, by some Order or Orders to be obtained on Motion or Petition in a summary Way by or on behalf of the Person or Persons for the Time being respectively entitled to the Rents and Profits of the said Farms, or by his, her, or their Guardian or Guardians, the same shall be ordered to be sold by the Accountant General for the Purpose of paying off any Mortgage or Charge, or any Part or Parts thereof, or for the completing of any Purchase or Purchases hereby authorized to be made as herein-after mentioned; and that the Interest, Dividends, and annual Proceeds of the said Bank Annuities or Government Securities so to be purchased or acquired as aforesaid shall in the mean time be paid and applied in manner following; (that is to say,) as to the Interest and annual Produce arising from Monies, Stocks, Funds, and Securities placed to the Account entitled "*Ex parte* the Devises of *Jonathan Passingham* deceased, the *Heston Farm* Account," the same shall be paid to the Person or Persons respectively who would for the Time being be entitled to the Rents and Profits of the Hereditaments herein-after directed to be purchased with and out of such Monies and Funds in case the same had been actually purchased; and as to the Interest, Dividends, and annual Produce arising from Monies, Stocks, Funds, and Securities placed to the Account entitled "*Ex parte* the Devises of *Jonathan Passingham* deceased, the *North Hyde Farm* Account," the same shall be paid and applied, in the first place, in or towards the Payment from Time to Time of the Interest upon any Mortgage or Charge made or created under the Powers of this Act, or so much and such Part or Parts of such Interest as shall for the Time being be payable, and as shall not have been otherwise paid; and the Remainder (if any) of such Interest, Dividends, and annual Produce shall be paid to the Person or Persons respectively who would for the Time being be entitled to the Rents and Profits of the Hereditaments herein-after directed to be purchased with and out of such last-mentioned Principal Monies and Funds in case the same had been actually purchased.

the Court of Chancery, in making new Purchases, and in the meantime to be invested in Bank Three per Cent. Consolidated or Reduced Annuities.

Dividends (after paying Interest on Incumbrances) to be paid to the Persons who would be entitled to the Rents of the newly purchased Estates.

XII. And be it further enacted, That as to the Principal Monies herein-before directed to be paid into the Bank, and invested in Bank Annuities and Government Securities at Interest as aforesaid, when and as the same, or the Monies to be produced by the Sale or Transfer of the same, shall amount to a competent Sum, the same shall with all convenient Speed be respectively laid out and applied, under and

Monies produced by Royalties when they amount to a competent Sum to be applied, in

[*Private.*]

the first instance, in paying off Incumbrances;

and the Residue in the Purchase of other Estates.

subject to the Direction of the said Court of Chancery, in pursuance of an Order or Orders for that Purpose, to be obtained upon Motion or Petition in a summary Way by the Person or Persons who would for the Time being be beneficially entitled in possession to the Rents and Profits of the Lands and Hereditaments respectively whence such Monies shall have arisen, or if such Person or Persons shall be a Feme Covert or Femes Covert, or under Age, then by his, her, or their Husband or Husbands, Guardian or Guardians respectively, in manner following; (that is to say,) as to the Principal Monies, Stocks, Funds, and Securities herein-before directed to be invested in Bank Annuities or Government Securities, and to be placed to the Account entitled "*Ex parte* the Devisees of *Jonathan Passingham* deceased, the *Heston Farm* Account;" the same shall be applied in the Payment and Discharge of any Mortgage or Incumbrance (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises from the Produce of which the same Monies shall have arisen, or any Part or Parts of such Mortgages, Incumbrances, and Charges which shall or may for the Time being be payable, or which the Holders of such respective Incumbrances shall be willing to receive; and as to the Principal Monies, Stocks, Funds, and Securities herein-before directed to be invested in Bank Annuities or Government Securities, and placed to the Account entitled "*Ex parte* the Devisees of *Jonathan Passingham* deceased, the *North Hyde Farm* Account," the same shall be applied in Payment and Discharge of any Mortgage or Incumbrance (being Charges on the Inheritance) affecting all or any Part of the Hereditaments and Premises from the Produce of which such Monies and Funds shall have arisen, or any Part or Parts of such Mortgages or Incumbrances, or any Instalment or Instalments or Part or Parts of Principal Monies which in any Mortgage to be made or created under the Powers of this Act shall be stipulated or agreed to be paid, and which shall or may for the Time being be payable, or which the Holder or Holders of such Incumbrances shall be willing to receive; and the Residue of the aforesaid respective Principal Monies and Funds shall be laid out and invested in the Purchase or Purchases of Freehold or Copyhold Messuages, Lands, Tenements, and Hereditaments whereof not more than One Sixth Part shall be copyhold, to be approved of by the said Court of Chancery; and all and singular the Hereditaments which shall be so purchased as aforesaid with Monies which shall have been placed to the said *Heston Farm* Account shall be conveyed and assured to, for, and upon the same Uses, Trusts, Intents, and Purposes as are in and by the said Will of the said Testator limited and declared of and concerning the said *Heston Farm*, or such of the same Uses, Trusts, Intents, and Purposes as shall be then subsisting and capable of taking effect; and all and singular the Hereditaments which shall be so purchased with Monies which shall have been placed to the said *North Hyde Farm* Account shall be conveyed and assured to, for, and upon the same Uses, Trusts, Intents, and Purposes as are in and by the said Will of the said Testator limited and declared of and concerning the said *North Hyde Farm*, or such of the same Uses, Trusts, Intents, and Purposes as shall be then subsisting and capable of taking effect.

XIII. And

XIII. And be it further enacted by the Authority aforesaid, That the Receipt and Receipts in Writing of the said *George Robert Rowe* and *Francis Passingham*, or of the Survivor of them, his Heirs or Assigns, or of the Trustee or Trustees for the Time being of the Will of the said *Jonathan Passingham* deceased, shall be good and effectual Receipts and Discharges to any Person or Persons paying any Sum or Sums of Money which he or they is or are authorized to receive by this Act for so much Money as in such Receipt or Receipts shall be expressed or acknowledged to be received; and that the Person or Persons taking such Receipt or Receipts, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be answerable or accountable for the Loss, Misapplication, or Nonapplication, or in anywise bound or concerned to see to the Application, of such Sum or Sums of Money or any Part thereof.

The Receipts of the Trustees to be good Discharges.

XIV. And be it enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order or Orders as the said Court shall think fit for taxing and settling all Costs, Charges, and Expences which shall have been or shall be incurred in obtaining and passing this Act, and in making the several Applications to the said Court of Chancery in pursuance thereof, and investing all or any of the Monies which shall be so raised as aforesaid in such Purchases as aforesaid, according to the Directions herein contained, or to be otherwise incurred in carrying the several Provisions of this Act into effect; and the Costs of obtaining this Act, so to be taxed and settled as aforesaid, shall be paid by the said *George Robert Rowe* and *Francis Passingham*, or the Survivor of them, or other the Trustee or Trustees aforesaid, out of the first Monies to be received by them for Royalties as aforesaid; and it shall be lawful for the said Court of Chancery from Time to Time to make such Orders as to the said Court shall seem fit for Payment of all other such Costs, Charges, and Expences out of the remaining or other Monies to be received as aforesaid.

Court of Chancery to make Orders for Taxation of Costs to be paid out of first Monies to be received for Royalties.

XV. 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 *George Robert Rowe* and *Francis Passingham*, *Jonathan Passingham* and *Ellen* his Wife, *Jonathan Tremenhere Passingham*, *Ellen Maria Passingham*, *Prudence Gertrude Vyvyan Passingham*, *Augusta Louisa Johns Passingham*, *George Augustus Passingham*, and *Harriet Agnes Passingham*, *James Basire* the elder and *Emma* his Wife, *James Basire* the younger, *Frederick Daniel Basire*, *Emma Basire* the younger, *Isabella Basire*, *Augusta Basire*, *Mary Basire*, *Lætitia Basire*, *John Arnold Basire*, *Victoria Basire*, *Albert Basire*, and *George Robert Basire*, and all other the Children born or to be born of the said *Ellen Passingham* and *Emma Basire* the elder,) all such Estate, Right, Title, Interest, Claim, or Demand whatsoever of, in, to, or out of the same Lands, Hereditaments, and Premises, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, and enjoyed if this Act had not passed.

General Saving.

XVI. And

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

XVI. And be it further enacted, That this Act shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

SCHEDULES.

The **FIRST SCHEDULE** before referred to;

CONTAINING

The Particulars of the Farm called the **HESTON FARM**, devised by the Will of the Testator, Jonathan Passingham, to or for the Use of his Daughter Ellen Passingham, and her Children.

No. on Plan referred to in the Will of the Testator.	Premises.	Quantity.			Tenure.
		A.	R.	P.	
87	Messuage, Barns, Yards, Gardens, and Appurtenances, being the Heston Farm-house and Homestead	0	2	21	Copyhold.
86	Machine Orchard - - -	2	2	30	Ditto.
88	Old Orchard and Garden - -	2	0	16	Ditto.
89	Young Orchard - - -	2	1	5	Ditto.
90	The Meadow - - -	3	3	10	Ditto.
Part of 28	The Eight Acres - - -	6	2	33	Ditto.
Part of 754	Allotment in Great North Field -	102	3	37	Ditto.
46	New Close - - -	7	3	0	Freehold.
47	Little Burcuts - - -	3	1	26	Ditto.
763	Great Burcuts - - -	7	0	16	Ditto.
51	Lillies, or the Wharf Close - -	1	3	5	Ditto.
Rem ^r of 28	The Eight Acres - - -	1	3	30	Ditto.
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The SECOND SCHEDULE before referred to ;

CONTAINING

The Particulars of the Farm called the NORTH HYDE FARM, devised by the Will of the Testator, Jonathan Passingham, to or for the Use of his Daughter Emma, the Wife of James Basire, and her Children.

No. on Plan referred to in the Will of the Testator.	Premises.	Quantity.			Tenure.
		A.	R.	P.	
25	Messuages, Cottages, Barns, and other Buildings, Yards and Gardens, being the North Hyde Homestead	2	0	8	Freehold.
26	Orchard behind Machine Barn	1	2	2	Ditto.
27	Ditto, East of Homestead	2	2	5	Ditto.
Remainder of 754.	Fern Close	6	0	14	Copyhold.
22	Great Close and Sand-house	14	2	32	Freehold.
21	The Five Acres	5	1	3	Copyhold.
24	Lidgold's Orchard	1	1	38	Ditto.
23	Lidgold's House and Homestead	0	1	34	Ditto.
20	Lidgold's Meadow	2	3	36	Ditto.
18	Hyde Close	2	3	28	Ditto.
17	North Hyde Mead	0	3	11	Ditto.
16	Ditto	0	2	34	Freehold.
755	North Hyde Shott	33	0	27	Ditto.
759	North Hyde Heath	8	2	26	Ditto.
58	Great Orchard	4	1	31	Ditto.
57	Four Acres	4	0	22	Ditto.
56	Nun's Close	3	2	34	Ditto.
63	Walnut Tree Close, formerly Millett's	16	2	0	Ditto.
54	Millett's, formerly Walnut Tree Close	4	2	3	Ditto.
55	Millett's, formerly Walnut Tree Close	1	2	35	Ditto.
53	Wharf and Land adjoining	0	3	19	Ditto.
52	Scrubb's Close, or Little Meadow	1	2	10	Ditto.
758	North Hyde, fronting Heath	7	0	2	Ditto.
49	Two Cottages, formerly a Barn, and Gardens	0	1	15	Copyhold.
50	North Hyde, formerly Saville's Orchard, by the Cottages	2	1	0	Ditto.
48	Cottage and Market Garden	2	0	14	Freehold.
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The THIRD SCHEDULE before referred to ;

CONTAINING

The Particulars of the Estate at HESTON, now offered for Sale, adjoining to and nearly surrounded by the North Hyde Farm.

No. on Plan referred to by the Particulars of Sale.	Premises.	Quantity.	Tenure.
1	Arable Land, bounded on the North-east by the Grand Junction Canal, which separates the same from a Part of the North Hyde Farm, on the South-east and South-west by a private Canal which communicates with the Grand Junction Canal, and on the North-west in part by the Road leading from Harlington to Southall, and in other part by a private Canal also communicating with the Grand Junction Canal - }	A. R. P. 33 0 5	Freehold.
5	A Brick-built House, front Court, and Garden, together with Stabling and other Buildings; also a Wharf, with a Frontage to the Grand Junction Canal, called the Heston Wharf - } This Property is divided only by a High Road from other Part of the North Hyde Farm.	- - -	Ditto.
6	A Plot of Ground adjoining towards the North-east to the last-described Premises, bounded towards the North-west by the aforesaid private Canal, towards the North-east by a Continuation of the same Canal, and towards the South or South-west by Parts of the said North Hyde Farm - }	2 0 13	Ditto.

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