



ANNO PRIMO

VICTORIÆ REGINÆ.

Cap. 23.

An Act for carrying into effect a Contract entered into with *Edward Riddell* Esquire for the Sale to him of a certain Farm called *Broomey Hall Farm*, situate in the Township of *Dalton* in the Parish of *Newburn* in the County of *Northumberland*, devised in strict Settlement by the Will of *Elizabeth Archer Hind* Spinster, deceased; and for applying the Money thence arising in the Purchase of other Hereditaments in lieu thereof, to be settled to the like Uses.

[30th June 1837.]

WHEREAS *Elizabeth Archer Hind*, late of *Orvington Lodge* in the County of *Northumberland*, Spinster, deceased, being seised in Fee Simple of divers Messuages, Lands, Tenements, and Hereditaments, including a Farm called *Broomey Hall Farm*, situate in the Township of *Dalton* within the Parish of *Newburn* in the County of *Northumberland*, consisting of a Messuage, with Outbuildings and Two Cottages, and several Closes or Pieces of Land, containing together One hundred and eighteen Acres and Two Roods, more or less, made and published her last Will and Testament in Writing, bearing Date the Thirteenth Day of *October* One thousand eight hundred and thirty-five, by her then Name of
[Private.]

Will of *Elizabeth Archer Hind*, dated 13th Oct. 1835.

Elizabeth Archer, whereby, after giving several pecuniary Legacies payable out of her Personal Estate, the said Testatrix bequeathed unto *Sarah Hodgson* Widow and her Assigns during her natural Life an Annuity or clear yearly Sum of Three hundred Pounds; and the said Testatrix by her said Will charged and made chargeable all Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments whatsoever and wheresoever which she could charge by her Will with the Payment of the said Annuity; and, subject to the said Annuity or yearly Sum of Three hundred Pounds, and the Powers and Remedies given by the said Will for recovering the same, the said Testatrix devised all Freehold and Copyhold Messuages, Lands, Tenements, and Hereditaments, and all other Real Estate whatsoever, which she could devise, appoint, or dispose of by her Will (except Estates vested in her by way of Mortgage or upon any Trust or Trusts), to the Use of *John Hodgson Hind* of *Elswick* in the County of *Northumberland*, Esquire, by his then Name of *John Hodgson*, and his Assigns, for his natural Life, and after his Decease to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *Thomas Hodgson*, Brother of the said *John Hodgson Hind*, and his Assigns, for his natural Life, and after his Decease to the Use of the First and other Sons of the said *Thomas Hodgson* successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of *Richard Hodgson*, Brother of the said *John Hodgson Hind*, and his Assigns, for his natural Life, and after his Decease to the Use of the First and other Sons of the said *Richard Hodgson* successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of ——— *Beresford Watson*, Second Son of *William Watson* of *North Seaton* in the County of *Northumberland*, Esquire, and his Assigns, for his natural Life, and after his Decease to the Use of his First and other Sons successively according to their respective Seniorities in Tail Male; and for Default of such Issue to the Use of the said *Beresford Watson*, his Heirs and Assigns; and the said Testatrix by her said Will declared that every Estate for Life therein-before limited should be without Impeachment of Waste, and be followed by a Remainder immediately expectant on the Determination of such Estate in the Lifetime of the Tenant for Life, to the Use of *Percival Fenwick* of *Newcastle upon Tyne*, Gentleman, and *William Sample* of *Matsfen* in the same County, and their Heirs, during the Life of such Tenant, in Trust to preserve the subsequent contingent Remainders, but to pay the Rents and Profits to such Tenant or his Assigns; and the said Testatrix by her said Will directed that every Person having a Surname different from the Surname of *Hind* who should become entitled as beneficial Tenant for Life or in Tail under the Limitations therein contained should, within Six Calendar Months after he should become entitled in Possession, if of the Age of Twenty-one Years, or if not within Six Calendar Months after attaining that Age, assume and use the Surname of *Hind*, either alone or in addition to his usual Surname, but so that the Name of *Hind* should be the last and principal Name; and that every Person excluded by reason of his already bearing the Surname aforesaid from the aforesaid Requisition should continue

to use such Surname; and that in case of Neglect or Refusal to comply with all or any of the Requisitions of that Proviso the Estate thereby limited for the Life of the Person, or, as the Case might be, the Estate Tail thereby limited to the Person or Ancestor of the Person who should be guilty of such Neglect or Refusal, should cease, and the subsequent Limitations be accelerated, yet so that if all or any of the Uses limited to the Issue of a Tenant for Life whose Estate should so cease should be contingent, a Limitation to the Use of the said *Percival Fenwick* and *William Sample*, and their Heirs, for the Life of such Tenant, should immediately precede the Use or Uses from Time to Time, in contingency upon Trust to preserve the same:

And whereas the said *Elizabeth Archer Hind* made and published a Codicil, bearing Date the Nineteenth Day of *February* One thousand eight hundred and thirty-six, to her said Will, but which Codicil did not affect the Dispositions thereby made of her Real Estate: And whereas the said *Elizabeth Archer Hind* departed this Life in the Year One thousand eight hundred and thirty-six: And whereas the said *John Hodgson* since the Decease of the said Testatrix has, in compliance with the Requisition contained in the said Will, taken and used the Surname of *Hind* in addition to and after that of *Hodgson*: And whereas the said *John Hodgson Hind* hath not at present any Issue: And whereas the said *Thomas Hodgson* and *Richard Hodgson* are both unmarried: And whereas the said _____

Beresford Watson was baptized by the Name of *Horsley Beresford Watson*, and is the Second Son of *William Watson* in the said Will named, and is an Infant of the Age of Two Years and Seven Months, or thereabouts: And whereas, by Articles of Agreement bearing Date the Fourteenth Day of *March* One thousand eight hundred and thirty-seven, and made between the said *John Hodgson Hind* of the one Part and the said *Edward Riddell* of the other Part, the said *John Hodgson Hind* agreed to sell, and the said *Edward Riddell* agreed to purchase, for the Sum of Three thousand two hundred Pounds, all that the said Farm called *Broomey Hall Farm*; and by the said Articles of Agreement the said *Edward Riddell* did admit and declare that an Abstract of the Title of the said Hereditaments had been delivered to him, and that he was satisfied with and had accepted the Title to the said Hereditaments, subject to the Completion of such Title by means of an Act of Parliament; and by the same Articles it was agreed, that inasmuch as by reason of the Limitations contained in the said Will of the said *Elizabeth Archer Hind* an effectual Conveyance could not be made to the said *Edward Riddell* of the said Hereditaments without the Aid and Authority of Parliament, an Act should be applied for, on the Petition of all necessary Parties, for the Purpose of carrying the said Contract for the Sale of the said Hereditaments into effect, and that all Expences to be incurred in or about the applying for, obtaining, and passing of such Act, and all the Expences of deducing the Title to the said Hereditaments, and also all Expences attending the preparing and executing the Conveyance of the same, should be wholly borne and paid by the said *Edward Riddell*: And whereas the said Hereditaments so contracted to be sold to the said *Edward Riddell* are particularly mentioned and set forth in the Schedule hereunto annexed: And whereas the Hereditaments contracted to be sold to the said

Edward

Codicil, dated
19th Feb.
1836.

Articles of
Agreement,
14th March
1837, be-
tween John
Hodgson
Hind and
Edward
Riddell.

Edward Riddell as aforesaid lie detached and at a considerable Distance from the other Estates devised by the said Will, and the Sum of Three thousand two hundred Pounds contracted to be given by the said *Edward Riddell* for the Purchase of the same Hereditaments exceeds the Value of the same; and it would therefore be for the Advantage of the several Persons interested or who may become interested under the said Will if the said Sale were carried into effect, and the Money arising from such Sale were invested in the Purchase of other Hereditaments to be settled to the Uses of the said Will; but by reason of the Limitations contained in the same Will the said Sale cannot be completed without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John Hodgson Hind*, *Thomas Hodgson*, *Richard Hodgson*, the said *William Watson* on behalf of his said Son *Horsley Beresford Watson*, and the said *Edward Riddell*, 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 from and immediately after the passing of this Act all that the said Farm called *Broomey Hall Farm*, mentioned and set forth in the Schedule hereunto annexed, with the Rights, Members, and Appurtenances, shall be vested in and settled upon *Thomas Purvis* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, and *Thomas Leadbitter* of *Staple Inn* in the same County, Gentleman, and their Heirs, freed and discharged from all the Uses, Estates, Limitations, Charges, Trusts, Powers, Provisoos, and Declarations limited, created, or declared in the said Will of the said *Elizabeth Archer Hind* in or concerning the same, upon Trust, on Payment by the said *Edward Riddell*, his Heirs, Executors, Administrators, or Assigns, of the said Sum of Three thousand two hundred Pounds, into the Bank of *England*, in manner herein-after directed, and on such Receipt being given as herein-after is directed to be given for the same, to convey or assure, at the Costs and Charges of the said *Edward Riddell*, his Heirs, Executors, Administrators, or Assigns, the same Hereditaments, with their Rights, Members, and Appurtenances, unto and to the Use of the said *Edward Riddell*, his Heirs and Assigns, or to such Person or Persons and in such Manner as he or they shall direct, freed and discharged as aforesaid.

Broomey
Hall Farm
vested in
Trustees on
Payment of
the Sum of
3,200*l*.

Money to be
paid into the
Bank of
England.

II. And be it further enacted, That the said Sum of Three thousand two hundred Pounds shall be paid by the said *Edward Riddell*, his Heirs, Executors, Administrators, or Assigns, 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, *ex parte* the said *Edward Riddell*, 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 Twenty-four; and that the Certificate or Certificates to be given by the said Accountant General, together with the Receipt of the Cashier of the Bank of *England*, to be thereto annexed and there-

with

with filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England* of the said Sum of Three thousand two hundred Pounds, shall be deemed and taken to be a good and sufficient Discharge to the said *Edward Riddell*, his Heirs, Executors, Administrators, and Assigns, for the said Sum, and that upon filing such Certificate and Receipt of the Cashier of the Bank as aforesaid the said *Edward Riddell*, his Heirs, Executors, Administrators, and Assigns, shall be and are hereby absolutely acquitted and discharged of and from the same Sum and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof.

III. And be it further enacted, That the said Sum of Three thousand two hundred Pounds shall with all convenient Speed be laid out and invested, under and 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 said *John Hodgson Hind* during his Life, and after his Decease by the Person or Persons who would be for the Time being beneficially entitled in Possession to the Rents and Profits of the Hereditaments to be purchased in pursuance of this Act, if such Person or Persons shall be of the Age of Twenty-one Years, but if such Person or Persons should be under that Age then by his, her, or their Guardian or Guardians respectively, in the Purchase of Freehold Hereditaments, to be approved of by the said Court of Chancery; and that immediately after making such Purchase or Purchases the Hereditaments which shall be so purchased as aforesaid shall be settled to, for, and upon the same Uses, Trusts, Intents, and Purposes, and with, under, and subject to the same Charges, Limitations, Powers, Provisoes, and Declarations, as the said Hereditaments comprised and described in the said Schedule hereunto annexed are under or by virtue of the said Will of the said *Elizabeth Archer Hind* now settled or limited to, for, and upon, with, under, and subject, or such of the same Uses, Trusts, Intents, and Purposes, Charges, Limitations, Powers, Provisoes, and Declarations as shall be then subsisting or capable of taking effect, or as would have been then subsisting and capable of taking effect if this Act had not been passed.

Money to be laid out in the Purchase of Freehold Hereditaments, subject to the Approval of the Court of Chancery.

IV. And be it further enacted, That until such Purchase shall be made as aforesaid the said Sum of Three thousand two hundred Pounds shall be laid out by the said Accountant General in the Purchase of Navy, Victualling, Transport, or Exchequer Bills; and the Interest arising from the Bills to be purchased, and the Monies received for the same as they shall be respectively paid off by Government, shall 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 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 such

Until such Purchases are made, the Money to be laid out in the Purchase of Exchequer or other Government Bills.

[*Private.*]

Order or Orders shall be effectual for enabling such Receipt in Exchange, and that in such 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 said Navy, Victualling, Transport, and Exchequer Bills shall from Time to Time be deposited in the Bank in the Name of the Accountant General, and shall there remain until a proper Purchase or Purchases shall be found and approved as herein-before is directed, and until the same shall, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the said *John Hodgson Hind*, or the Person or Persons who for the Time being shall be beneficially entitled in possession to the Rents and Profits of the Hereditaments to be purchased as aforesaid, or if such Person shall be under Age, then of his Guardian or Guardians, be ordered to be sold by the said Accountant General, for the completing of such Purchase, in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, Transport, or Exchequer Bills shall exceed the Amount of the whole Purchase Money of Three thousand two hundred Pounds so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall belong to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased pursuant to this Act, or the Representatives of such Person or Persons.

For paying
the Expences
of the Act.

V. And be it further enacted, That all the Expences of applying for and obtaining this Act shall be borne and paid by the said *Edward Riddell*, his Heirs, Executors, or Administrators.

Court of
Chancery
may tax
the Costs.

VI. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time to make such Order as that Court shall think fit for taxing and settling all Costs, Charges, and Expences which shall be incurred in making the several Applications to the said Court of Chancery in pursuance hereof, and investing the Monies which under this Act shall be paid into the Bank of *England* in the Purchase of Freehold Hereditaments according to the Directions herein contained, or otherwise incurred, and also from Time to Time to make Order (if to the same Court it shall seem fit) for Payment of all such last-mentioned Costs, Charges, and Expences out of the Money so to be paid into the Bank as aforesaid, or out of the Money arising by Sale of the said Navy, Victualling, Transport, or Exchequer Bills.

General
Saving.

VII. Saving always unto the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person or Persons, Bodies Politic and Corporate, his, her, and their Heirs and Successors, Executors, and Administrators, (other than and except the said *John Hodgson Hind*, *Thomas Hodgson*, *Richard Hodgson*, and *Horsley Beresford Watson*, and the First and other Sons of the said *John Hodgson Hind*, *Thomas Hodgson*, *Richard Hodgson*, and *Horsley Beresford Watson* respectively, and the Heirs of the respective Bodies of such Sons respectively, and the Heirs of the said *Horsley Beresford Watson*, and all and every other Person or Persons,
and

and their respective Heirs, Executors, and Administrators, claiming or to claim any Estate, Right, Title, or Interest under or by virtue of the said Will of the said *Elizabeth Archer Hind*, save and except the said *Sarah Hodgson*,) all such Estate, Right, Title, Interest, Claim, and Demand in or to or upon the Hereditaments mentioned and set forth in the said Schedule hereunto annexed as they or any of them had before the passing of this Act, or could or might have had if this Act had not been passed.

VIII. 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.

Act to be
printed by
the Queen's
Printers.

The SCHEDULE referred to by the foregoing Act.

Occupiers.	Particulars.	Cultivation in 1837.	Quantities.			Annual Value.
			A.	R.	P.	£ s. d.
Joseph Hepple	West Bell's Rea - -	Arable - -	9	3	18	3 18 10
Same -	East Bell's Rea - -	Grass - -	10	2	10	4 4 6
Same -	East Long Bank - -	Arable - -	9	0	16	6 7 4
Same -	West Long Bank - -	Arable and Grass	11	3	11	7 1 9
Same -	Broomey Hall, West Bog -	Grass - -	3	0	18	0 18 8
Same -	Ditto - East Bog -	Ditto - -	6	1	5	1 17 8
Same -	Night Fold - -	Arable and Grass	5	3	10	4 12 0
Same -	Well Field - -	Ditto - Ditto	14	1	3	12 16 10
Same -	Farm Buildings, Garden, Garth, and Calf Garth.	Grass - -	1	0	11	1 1 4
Same -	Broomey Hall, Front Field -	Arable - -	15	3	1	21 5 5
Same -	Public Road in ditto and ad- joining.	- - -	0	3	18	—
Same -	Broomey Hall, East Pasture -	Grass - -	10	2	36	11 5 2
Same -	South-east Field - -	Arable - -	6	0	17	7 6 6
Same -	Captain's Walk - -	Ditto - -	11	3	32	14 6 9
Same -	Dalton West Garth, Gardens, and Sites of Cottages.	Grass and Arable	0	3	14	1 13 6
Same -	Dalton East Garth - -	Grass - -	0	1	20	0 15 0
			118	2	0	99 11 3

£99 11 3	Annual Value of Farm, at Twenty-seven Years Purchase, } 2,688 3 9	£ s. d.
	makes the Value in Fee - - - - -	
£ 5 0 0	Annual Value of Two Cottages at Twelve Years Purchase - 60 0 0	
		2,748 3 9
	Deduct Land Tax - 2 2 0 per Annum.	
	Fee Farm Rent 0 18 0 Ditto.	
	£ 3 0 0 at Twenty-seven Years Purchase	81 0 0
	Clear Value of the Fee at Twenty-seven Years Purchase -	£ 2,667 3 9

Robert Nicholson.