

#### ANNO PRIMO

# VICTORIÆ REGINÆ.

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# Cap. 17.

An Act to enable Edward Farr and others to effect a Sale to Walter Wilkins Esquire of a Messuage and Lands situate in the Parish of Glasbury in the County of Radnor. [30th June 1837.]

HEREAS under and by virtue of certain Indentures of Lease Recital of and Release, hearing Date respectively and Release, bearing Date respectively on or about the Indentures of Twenty-seventh and Twenty-eighth Days of March. One Release, 27th thousand seven hundred and eighty-eight, the Release being made be- and 28th tween Thomas Phillips and Mary his Wife, John Pugh and Ann his Wife, March 1788. and John James and Elizabeth his Wife, of the First Part, James Beavan and Thomas, Williams of the Second Part, Ann Probert Spinster of the Third Part, and the Reverend William Ricketts and John Morgan of the Fourth Part, and of a Fine Sur conuzance de droit come ceo, &c., duly levied at the Court of Great Sessions in and for the County of Radnor, in pursuance of the said Indenture, all that Messuage, Tenement, and Lands, with the Appurtenances, formerly called and known by the Name of Tuy, and Tyr John William Badham, in Maesyronnen, and then called and known by the Name of Maesyronnen, situate, lying, and being in the Parish of Glasbury in the said County of Radnor, and then in the Tenure and Occupation of David Evans, with their Appurtenances, were limited and assured to and for such Estate and Estates, Uses, Intents, and Purposes, and under and subject to such Powers, Provisoes, Conditions, Limitations, and Agreements as the said John Pugh and Ann his Wife should, in and by any One or more Deed or Deeds, Instrument or Instruments in [Private.] Writing, 5. K. 2.

Settlement made on the Marriage of Edward Farr the younger and Jane Pugh, 27th April 1822.

Writing, by them duly executed, either with or without Power of Revocation and new Appointment, from Time to Time direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, to the Uses therein mentioned: And whereas by an Indenture bearing Date on or about the Twenty-seventh Day of April One thousand eight hundred and twenty-two, and made between the said John Pugh and Ann his Wife of the First Part, Jane Pugh Spinster (One of the Daughters of the said John Pugh and Ann his Wife) of the Second Part, Edward Farr the younger of the Third Part, and James Williams Morgan and John Charles Taylor of the Fourth Part, it was witnessed, that in consideration of a Marriage then intended and afterwards solemnized between the said Edward Farr the younger and Jane Pugh, and for the other Considerations therein mentioned, the said John Pugh and Ann his Wife, in exercise of the Power reserved to them by the herein-before recited Indenture of Release, did direct, limit, and appoint, grant, bargain, sell, and demise unto the said James Williams Morgan and John Charles Taylor, their Executors, Administrators, and Assigns, the said Messuage or Tenement, Farm and Lands comprised in the same Indenture, to hold the same unto the said James Williams Morgan and John Charles Taylor, their Executors, Administrators, and Assigns, from the Day of the Date thereof for the Term of One thousand Years thence next ensuing, upon Trust that they the said James Williams Morgan and John Charles Taylor, or the Survivor of them, or the Executors, Administrators, or Assigns of such Survivor, should, at the Expiration of Six Months from the Decease of the Survivor of them the said John Pugh and Ann his Wife, by Demise, Sale, or Mortgage of the said Messuage, Tenement, Farm, and Lands for all or any Part of the said Term, levy and raise the Sum of One thousand Pounds, with Interest for the same from the Day of the Decease of the Survivor of them the said John Pugh and Ann his Wife, and stand possessed thereof upon and for the Trusts, Intents, and Purposes limited, expressed, and declared of and concerning the same by a certain Indenture of Settlement bearing even Date with the now-reciting Indenture, and made between Edward Farr Gentleman, the Father of the said Edward Farr the younger, of the First Part, the said Edward Farr the younger of the Second Part, the said John Pugh and Ann his Wife of the Third Part, the said Jane Pugh of the Fourth Part, and the said James Williams Morgan and John Charles Taylor of the Fifth Part: And whereas by a Deed Poll or Instrument in Writing under the Hands and Seals of the said John Pugh and Ann his Wife, bearing Date on or about the Sixth Day of March One thousand eight hundred and twenty-four, after reciting that the said John Pugh and Ann his Wife were desirous of further exercising the Power of Appointment given and reserved to them by the herein-before stated Indenture of the Twenty-eighth Day of March One thousand seven hundred and eighty-eight, and of limiting the said Messuage, Tenement, Farm, and Lands to the Uses therein-after expressed concerning the same, it was witnessed, that in pursuance of such the Desire of the said John Pugh and Ann his Wife, and in consideration of the natural Love and Affection which they the said John Pugh and Ann his Wife had for their Daughters Mary Pugh and Jane Farr, and for limiting and assuring the said Hereditaments to the Uses therein-after expressed, they the said John Pugh and Ann his Wife, in exercise and execution of the Power or Authority to them given or reserved by the herein-before stated Indenture of the Twenty-eighth Day of March One thousand

Deed of Appointment by John Pugh and Ann his Wife, 6th March 1824.

thousand seven hundred and eighty-eight, did direct, limit, and appoint that the said Messuage or Tenement, Farm and Lands herein-before described, with their Appurtenances, should remain and be to the Use of the said John Pugh and Ann his Wife for their Lives, and the Life of the Survivor of them, with Remainder (subject and without Prejudice to the Payment thereout of the said Sum of One thousand Pounds to the said James Williams Morgan and John Charles Taylor, their Executors, Administrators, or Assigns, as herein-before mentioned,) to the Use and Intent that the said Mary Pugh should receive and take thereout for her own Use and Benefit the Sum of Three hundred Pounds, and, subject to and chargeable with the Payment of the said Sums of One thousand Pounds and Three hundred Pounds, to the Use of the said Jane Farr and her Assigns for her Life, with Remainder to the Use of all and every the Children of the said Jane Farr, to be equally divided between them, if more than One, Share and Share alike, as Tenants in Common, and the several and respective Heirs of the Body and Bodies of all and every such Child and Children; and in case any of the said Children should happen to die without Issue of his, her, or their Body or Bodies, then as to the Share or Shares of him, her, or them so dying without Issue, to the Use of the Survivors or Survivor or others or other of them, to be equally divided between and amongst them, if more than One, Share and Share alike, as Tenants in Common, and of the several and respective Heirs of the Body and Bodies of such Survivors or such other or others of them; and in case all such Children but One should happen to die without Issue of his, her, or their Body or Bodies, or if there should happen to be but One such Child, then to the Use of such surviving or only Child, and the Heirs of his or her Body, and in default of such Issue to the Use of the right Heirs of the said Ann the Wife of the said John Pugh, for ever; and it is by the now stating Indenture declared, that it should be lawful for the said John Pugh and Ann his Wife to revoke the Uses therein before declared of the said Messuage, Lands, and Premises, and to limit any new or other Uses thereof in the Manner and by the Means therein mentioned: And whereas the said John Pugh departed this Life in the Month of May One thousand eight hundred and twenty-four, without having joined with the said Ann his Wife in exercising the Power of Revocation reserved to them by the last-stated Deed Poll: And whereas the said Ann Pugh the Widow of the said John Pugh departed this Life in the Month of March One thousand eight hundred and twenty-nine, intestate as to her Real Estate, leaving Six Daughters, namely, Ann Pugh, the said Mary Pugh, and Ellen Pugh, the said Jane Farr, Elizabeth the Wife of William Bridgwater (with whom she intermarried on the Eleventh Day of December in the Year One thousand eight hundred and nineteen), and Bridget Pugh, her Co-heiresses at Law, her surviving: And whereas the said Elizabeth the Wife of the said William Bridgwater departed this Life on or about the Eighteenth Day of September One thousand eight hundred and thirty-four, leaving William Bridgwater the younger, who is an Infant of the Age of Sixteen Years or thereabouts, her eldest Son and Heir at Law: And whereas the said Bridget Pugh departed this Life on or about the Fourth Day of August One thousand eight hundred and thirty, intestate, leaving her Sisters the said Ann Pugh, Mary Pugh, Ellen Pugh, and Jane Farr, and her Nephew the said William Bridgwater the younger, her Co-heirs at Law, her surviving: And whereas the said John Charles [Private.] Taylor

Taylor departed this Life in the Month of June One thousand eight hundred and twenty-five, leaving the said James Williams Morgan his Cotrustee him surviving: And whereas the said Edward Farr and Jane his Wife, upon the Decease of the said Ann Pugh the Mother, entered into and now are in the Possession and Receipt of the Rents and Profits of the said Messuage, Farm, and Lands comprised in the herein-before mentioned Indentures, and the said James Williams Morgan, as the surviving Trustee under the herein-before recited Indenture of the Twentyseventh Day of April One thousand eight hundred and twenty-two, with the Concurrence of the said Edward Farr and Jane his Wife, raised the said Sum of One thousand Pounds by the same Indenture charged upon the said Hereditaments, by a Mortgage thereof to Caroline Dowell of the Parish of Clifford in the County of Hereford, Spinster, who afterwards intermarried with James Chambers of the same Place, Gentleman, and departed this Life in or about the Month of May One thousand eight hundred and thirty-three, leaving the said James Chambers her surviving, and to whom the said Sum of One thousand Pounds still remains due, with some accruing Interest thereon: And whereas no Part of the said Sum of Three hundred Pounds made payable to the said Mary Pugh by the herein-before recited Deed Poll of the Sixth Day of March One thousand eight hundred and twenty-four hath been paid to her: And whereas the said Edward Farr and Jane his Wife have Six Children and no more, namely, Jane Farr the younger, Elizabeth Farr, Edward Farr the younger, Ann Farr, Ellen Pugh Farr, and Rosalinda Farr, all of whom are Infants under the Age of Twenty-one Years: And whereas the whole of the said Hereditaments are now let to a Tenant at the yearly Rent of Sixty-three Pounds, and the Interest payable yearly in respect of the aforesaid Charges to which the same are subject amounts to the Sum of Fiftyeight Pounds and Ten Shillings, leaving a net Balance of Four Pounds and Ten Shillings only derived by the said Edward Farr and Jane his Wife from the Rents of the said Hereditaments: And whereas by an Agreement in Writing bearing Date the Eleventh Day of March One thousand eight hundred and thirty-seven, under the respective Hands of the said Edward Farr and Jane his Wife, and Walter Wilkins Esquire, the said Edward Farr and Jane his Wife have agreed to sell the aforesaid Messuage, Lands, and Hereditaments to the said Walter Wilkins, free from all Incumbrances, except Land Tax and Chief Rent, for the Sum of Three thousand one hundred and fifty Pounds, and the said Walter Wilkins hath thereby agreed to bear, pay, and discharge all Costs, Charges, and Expences of making out the Title to the said Hereditaments, whether by obtaining an Act of Parliament for the Sale thereof or otherwise, save and except as to the Sum of One hundred Pounds: And whereas the Sum agreed to be given by the said Walter Wilkins for the Purchase of the said Hereditaments greatly exceeds their Value, and it will be for the Benefit, not only of the said Edward Farr and Jane his Wife, but of their said infant Children, and all other Parties interested in the said Hereditaments, that the said Contract should be carried into effect, and that the said Sum of Three thousand one hundred and fifty Pounds should be applied in paying off the said several Sums of One thousand Pounds and Three hundred Pounds respectively charged on the said Hereditaments, and the Residue thereof, after Payment of the Sum of One hundred Pounds in part of the Costs and Expences of preparing this Act, invested in the Purchase of other Hereditaments,

Agreement for Sale to Walter Wilkins, Esquire, 11th March 1837.

ditaments, to be settled to the same Uses as the Hereditaments so contracted to be sold as aforesaid are subject to by virtue of the said Deed Poll of the Sixth Day of March One thousand eight hundred and twenty-four; but by reason of the Infancy of the Children of the said Edward Farr and Jane his Wife, and of the said William Bridgwater the younger, the same cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects, the said Edward Farr and Jane his Wife, on behalf of themselves and their said Children, and the said Ann Pugh, Mary Pugh, Ellen Pugh, and the said William Bridgwater the elder on behalf of his said infant Son, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King'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 after the passing The Hereof this Act all that and those the said Messuage, Tenement, and Lands ditaments formerly called and known by the Name of Tuy and Tyr John William comprised in Badham, in Maesyronnen, and now known by the Name of Maesyronnen, ture of 28th situate, lying, and being in the said Parish of Glasbury in the said County March 1788 of Radnor, and mentioned and comprised in the herein-before recited vested in Indenture of the Twenty-eighth Day of March One thousand seven hun-Trustees dred and eighty-eight, with all Rights, Royalties, Privileges, and Appur- to perfect the tenances to the same belonging or appertaining, and the Reversion and Sale thereof. Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits thereof and of every Part thereof, shall be and the same are hereby (but subject and without Prejudice to the said Term of One thousand Years created by the herein-before recited Deed Poll of Appointment of the Twenty-seventh Day of April One thousand eight hundred and twenty-two, and to the Payment of the said Sum of One thousand Pounds, and the Interest thereby secured,) vested in the Right Honourable Thomas Frankland Lewis of Harpton Court in the County of Radnor, and the said James Williams Morgan, their Heirs and Assigns, for ever, freed\_and\_absolutely acquitted, exonerated, and discharged of and from all the Uses, Trusts, Estates, Charges, Powers, Provisoes, and Limitations in the said recited Deed Poll of the Sixth Day of March One thousand eight hundred and twenty-four limited, created, or declared of and concerning the same Messuage or Tenement, Lands, and Hereditaments, nevertheless upon the Trusts and for the Intents and Purposes hereinafter expressed or declared of and concerning the same; (that is to say,) upon Trust that the said Thomas Frankland Lewis and James Williams Morgan, or the Survivor of them, or the Heirs and Assigns of such Survivor, shall and do, upon Payment in manner herein-after mentioned of the said Sum of Three thousand one hundred and fifty Pounds of lawful Money of Great Britain, so offered to be paid for the Purchase of the said Messuage or Tenement, Lands, and Hereditaments as aforesaid, at the Costs and Charges of the said Walter Wilkins, his Heirs, Executors, or Administrators, convey and assure the said Messuage or Tenement, Lands, and Hereditaments hereby vested or expressed to be vested in the said Thomas Frankland Lewis and James Williams Morgan, their Heirs and Assigns as aforesaid, with their Appurtenances, unto and to the Use of the said Walter Wilkins, his Heirs and Assigns for ever, or otherwise unto such Person or Persons and for such Intents and Purposes as he or they shall direct or appoint.

the Indenupon Trust

The Purchaser to hold the same freed from the Deed Poll of 6th March 1824.

II. And be it further enacted, That the said Walter Wilkins, his Heirs and Assigns, shall, from and after the Payment of the said Sum of Three thousand one hundred and fifty Pounds, and after the Execution and Completion of the Conveyance and Assurance by the said Thomas Frank-Trusts of the land Lewis and James Williams Morgan, or the Survivor of them, or his Heirs, have, hold, and enjoy the said Messuage or Tenement, Lands, Hereditaments, and Premises, and every Part thereof, freed and for ever discharged of and from the Uses, Trusts, Estates, and Limitations in and by the said Deed Poll of the Sixth Day of March One thousand eight hundred and twenty-four created or declared of and concerning the same.

Application of the Purchase Money.

III. And be it further enacted, That the said Sum of Three thousand one hundred and fifty Pounds shall be paid by the said Walter Wilkins, his Heirs, Executors, Administrators, or Assigns, in manner following; (that is to say,) the Sum of One thousand Pounds, Part thereof, unto the said James Chambers, his Executors, Administrators, or Assigns, or other the Person or Persons entitled thereto, in satisfaction and discharge of the said Sum of One thousand Pounds secured by the said Term of One thousand Years created by the herein-before recited Deed Poll of the Twenty-seventh Day of April One thousand eight hundred and twentytwo, upon his or their (at the Costs and Charges of the said Walter Wilkins, his Heirs, Executors, or Administrators,) assigning or surrendering the Residue of the said Term of One thousand Years as the said Walter Wilkins, his Heirs or Assigns, shall direct or require; the Sum of Three hundred Pounds, further Part thereof, unto the said Mary Pugh, her Executors, Administrators, or Assigns, in satisfaction of the said Sum of Three hundred Pounds made payable to her by the herein-before recited Indenture of the Sixth Day of March One thousand eight hundred and twenty-four; and shall retain the Sum of One hundred Pounds, further Part thereof, towards the Costs and Charges of preparing and obtaining this Act; and shall pay the Sum of One thousand seven hundred and fifty Pounds, the Residue of the said Sum of Three thousand one hundred and fifty Pounds, 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 Walter Wilkins Esquire, 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 Order 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.

Accountant General's Certificate and Cashier's Receipt to be a good Discharge.

IV. And be it further enacted, That the Certificate or Certificates of the Accountant General of the said Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the said Bank of England, to be thereto annexed, and filed therewith in the Register's Office of the said Court of Chancery, of the Payment into the Bank of England of the said Sum herein-before directed to be so paid, shall from Time to Time and at all Times be a good and sufficient Discharge to the said Walter Wilkins, and to his Heirs, Executors, Administrators, and Assigns, for so much of such Purchase Money for which such Certificate or Certificates and such Receipt or Receipts shall be respectively given; and after the filing of such Certificate or Certificates and Receipt or Receipts he and they shall

be and is and are hereby absolutely acquitted, exonerated, and discharged of and from the same Money, and shall not be obliged to see to the Application, or be answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or any Part thereof.

V. And be it further enacted, That all the Money which shall be paid Money paid into the Bank as aforesaid shall, after deducting thereout such Costs, into the Charges, and Expences as herein-after mentioned, upon Petition or Petitions to be preferred to the said Court of Chancery in a summary the Purchase Way, at any Time and from Time to Time, by the said Edward Farr and of Land to Jane his Wife during the Life of the said Jane Farr, and after her be settled to Decease by the Person or Persons who for the Time being would be the same Uses entitled to the Possession of or to the Receipt of the Rents and Profits ditaments by of the Estates to be purchased by virtue of this Act, if the same were this Act purchased and settled as herein-after is mentioned, or by the Guardian or authorized Guardians of such Person or Persons on his, her, or their Behalf, in case to be sold of Minority, be laid out and invested, by and under the Direction of the tled. said Court of Chancery, in pursuance of an Order or Orders to be made upon such Petition or Petitions, in the Purchase or Purchases of Freehold Estates of Inheritance in Fee Simple in Possession, to be situate in England or Wales, and to be free from Incumbrances, except Chief and Quit Rents and Services, and Leases at improved Rents, to be conveyed and settled to such and the same Uses, and upon and for such and the same Trusts, Intents, and Purposes, as the said Messuage, Farm, and Lands hereby authorized to be sold as aforesaid would then have been subject if the same had not been sold.

Bank to be laid out in as the Here-

VI. And be it further enacted, That all Sums of Money which shall be Until Purpaid into the Bank in the Name of the said Accountant General in the chases are Manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs and Expences according to the Directions herein-before contained, shall, in the Purchase the meantime and until the same Monies shall be invested in the Purchase of Navy, Vicof Estates as aforesaid, be from Time to Time laid out, under the Direc- Exchequer tions of the said Court of Chancery, in the Purchase of Navy or Victual- Bills. ling or Exchequer Bills; and that the Interest arising from the Money so laid out in Navy or Victualling or Exchequer Bills, and the Money received for the same, should they or any of them be paid off by Government, shall in like Manner be laid out in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court to make such General Order or Orders, or Special Order or Orders, if necessary, as to the said Court shall seem fit, 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 so in the Course of Payment as shall be effectual for enabling such Receipt in Exchange, and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in Exchange, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery by the said Edward Farr and Jane his Wife during the Life of the said Jane Farr, and after her Decease by [Private.] the 5 m

found the Money to be invested in tualling, or

the Person or Persons who for the Time being would be entitled to the Possession or to the Receipt of the Rents and Profits of the Estates to be purchased as aforesaid, in case the same were purchased and settled, in pursuance of this Act, or of his, her, or their Guardian or Guardians on his, her, or their Behalf in case of Minority, be ordered by the said Court of Chancery to be sold by the Accountant General for completing such Purchase or Purchases in such Manner as the said Court shall think just and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Purchase Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain after discharging the Expence of the Application to the said Court shall be paid to such Person or Persons respectively as would have been entitled to receive the Rents and Profits of the Estates directed to be purchased in case the same had been purchased pursuant to this Act, or to the Representatives of such Person or Persons, as Part of his or their Personal Estate.

Court of
Chancery
may make
Orders for
Taxation and
Payment of
Costs.

VII. And be it further enacted, That it shall be lawful for the said Court of Chancery from Time to Time, upon Petition in a summary Way, to make such Order or Orders as the said Court shall think fit, expedient, and reasonable for allowing, taxing, and settling, all Costs, Charges, and Expences which shall be incurred in making any Applicacations to the said Court in pursuance of this Act, or in making and completing the Purchase or Purchases hereby authorized to be made, or otherwise in carrying into execution this Act; and also from Time to Time to make any Order or Orders for the Payment of all such Costs, Charges, and Expences as aforesaid out of the Monies which shall be so paid into the Bank as aforesaid, or out of the Monies arising by the Sale of the said Exchequer Bills, Navy Bills, or Victualling Bills so to be purchased as aforesaid.

General Saving.

VIII. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said Edward Farr and Jane his Wife, their Heirs, Executors, Administrators, and Assigns, and the said Jane Farr the younger, Elizabeth Farr, Edward Farr, Ann Farr, Ellen Pugh Farr, and Rosalinda Farr respectively, and the Heirs of their respective Bodies, and all and every the future born Children and Child of the said Jane Farr, and the Heirs of the respective Bodies of the said Ann Pugh the Daughter, Mary Pugh, Ellen Pugh, and William Bridgwater the younger respectively, and their respective Heirs, Executors, Administrators, and Assigns, and all and every other Persons or Person who can or may have or claim any Estate or Interest whatsoever under or by virtue of the said recited Deed Poll of the Sixth Day of March One thousand eight hundred and twenty-four,), all such Estate, Right, Title, Interest, Claim, or Demand whatsoever, of and in, to, or out of the said Messuage or Tenement, Lands, Hereditaments, and Premises, or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

printed by

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