



ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. 24.

An Act for authorizing the granting of Building Leases of Lands held under the Will of *John Pidgley* otherwise *John Moor Pidgley*, situate at *Dawlish* in the County of *Devon*.

[15th August 1853.]

WHEREAS *John Pidgley* otherwise called *John Moor Pidgley*, late of the Parish of *Saint Leonard* in the County of *Devon*, Esquire, deceased, duly made and published his last Will and Testament in Writing, dated the Eighteenth Day of *January* One thousand eight hundred and thirty-eight, and thereby, after specifically devising and bequeathing certain Parts of his Real and Personal Estate, and bequeathing certain pecuniary Legacies, then as to all the Residue and Remainder of his Freehold, Real, Copyhold, and Leasehold Messuages, Tenements, Lands, and Hereditaments, whether situate in the several Parishes of *Dawlish* and *Saint Leonard* in the County of *Devon* or in the City or County of the City of *Exeter*, or elsewhere, and of what Nature soever, or over which he had any Power of Appointment or other Testamentary Disposition, with the Appurtenances, and all his Estate and Interest therein at the Time of his Decease, whether vested or contingent, in possession or reversion, and all his Monies, and Securities for Money, Goods, Chattels, Rights, Credits, Personal and Testamentary Estate

Will of John Pidgley, dated 18th January 1838.

[Private.]

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and Effects, or over which he had any Right or Power of Appointment or other Testamentary Disposition (except the Parts thereof therein-before specifically disposed of), gave, devised, bequeathed, and directed, limited, and appointed the same, according to the Quality of Estate, unto and to the Use of *Frederick Granger* of the City of *Exeter*, Bachelor of Physic, and *Henry Rawling* and *William Rawling* of the same City, Gentlemen, their Heirs, Executors, Administrators, and Assigns respectively, upon trust that they his said Trustees, and the Survivors and Survivor of them, his Heirs, Executors, Administrators, and Assigns, should, as soon as conveniently might be after his Decease, raise and set apart out of his Residuary Real and Personal Estate and Effects the Sum of Three thousand Pounds, and stand seised and possessed of his Messuage, Tenement, or Dwelling House, Courtlege, Garden, and Premises situate in the Parish of *Saint Leonard* aforesaid, then in his own Possession, and of the said Sum of Three thousand Pounds so to be raised as aforesaid, and the Securities for the same, upon certain Trusts therein expressed for the Benefit of his Daughter *Emma Moor Patch* during her Life, and after her Decease for the Benefit of her Two Daughters *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch*, or their Issue, and he directed his said Trustees, and the Survivors and Survivor of them, his Heirs, Executors, and Administrators, to raise and set apart out of his said Residuary Real and Personal Estate and Effects the Sums of Five hundred Pounds and Five hundred Pounds respectively, when and as his Granddaughters *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch* should respectively attain the Age of Twenty-one Years, upon certain Trusts, for the Benefit of his said Granddaughters and their Issue, and upon further trust that his said Trustees, and the Survivors and Survivor, his Heirs, Executors, and Administrators, should (subject to his Debts, Funeral Expenses, Charges of proving his said Will, and the Legacies therein-before given, and also subject to the Payment thereof of the Sum of Ten Pounds *per Annum* to his Sister *Julia Kenton* during her Life, bequeathed to her or for her Benefit by the Will of his late Relative *Richard Pidgley*, formerly of *Falmouth* in the County of *Cornwall*, Esquire, deceased,) stand seised and possessed of the Residue and Remainder of his said Real, Personal, and Testamentary Estate and Effects upon trust to pay the Rents, Interest, Dividends, and annual Income thereof unto his Son *Frederick John Pidgley* for and during the Term of his natural Life, and after his Decease upon trust for all and every his Child and Children lawfully begotten, and if more than One equally as Tenants in Common, and their several and respective Heirs, Executors, Administrators, and Assigns, according to the Nature and Quality of the several Properties, and if but One such Child, then only for such One Child, his or her Heirs, Executors, Administrators, and Assigns respectively, such Shares

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to vest in and be paid, assigned, or conveyed to such Child and Children when and as he, she, or they respectively should attain Twenty-one Years of Age, but if any such Child should attain Twenty-one in the Lifetime of the said Testator's said Son, the Share or Shares, original or accruing, of such Child or Children, to vest at the respective Times aforesaid, but not to be paid, assigned, or conveyed respectively until after the Death of the said Testator's said Son, provided that if any One or more of such Children should die before attaining Twenty-one, then the Share or Shares, original or accruing, of him, her, or them so dying, should go to the Survivors or Survivor of such Children, and vest in or be transferred to them respectively at such Ages and Times and go in the same Manner and for the like Interest as therein-before declared concerning their respective original Shares, provided that in case any One or more of the said Children of his said Son should die under Twenty-one, leaving lawful Issue living at the Time of his, her, or their Death or respective Deaths, then the Share or Shares, original and accruing, which would have belonged to such Child or Children if he, she, or they had lived to attain Twenty-one, should belong to his, her, or their respective Issue, and vest in such Issue immediately upon the Deaths of their respective Parents, the Issue of any deceased Child to take the Part only which would have belonged to their respective Parents, and to take as between themselves, if more than One, equally as Tenants in Common; but in case his said Son should not have any Child lawfully begotten, or, having such, if no Child or Issue of his said Son should acquire a vested Interest in the Residue and Remainder of his said Real, Personal, and Testamentary Estate and Effects under the Trusts aforesaid, then the said Testator directed that his said Trustees, and the Survivors and Survivor, his Heirs, Executors, and Administrators respectively, should (subject to his Debts, Funeral Expenses, and Charges of proving his said Will, and the Legacies therein-before given, and the said Annuity of Ten Pounds to the said *Julia Kenton* during her Life, but without Prejudice to the Trusts aforesaid) stand seised and possessed of the Residue and Remainder of his said Real, Personal, and Testamentary Estate and Effects upon trust to pay the Rents, Dividends, and Interest thereof during the Lifetime of his said Daughter only to such Person or Persons and for such Intents and Purposes as she should, whether covert or sole, from Time to Time by any Writing under her Hand direct or appoint, but so as not to deprive herself of the Benefit thereof by Sale or Mortgage, Charge, or otherwise in the Way of Anticipation, and in default of such Direction into the proper Hands of her his said Daughter, for her sole and separate Use, for and during the Term of her natural Life, exclusive of any Husband whom she might marry, and without being subject to his Debts, Control, or Engagements, and her Receipt alone, notwithstanding any

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any Coverture, to be from Time to Time a good Discharge therefore, and that after the Decease of his said Daughter the said Residuary Real and Personal Estate should (subject as aforesaid) be upon trust for the said Two Children of his said Daughter, and the Issue of such of the same Children as should happen to die under Age, in the same Manner in every respect, and with the same Benefit of Survivorship amongst such Children, as therein-before limited and declared of and concerning the Share and Shares of the said Residuary Real and Personal Estate and Effects, for the Benefit of the Child and Children of his said Son, and the Issue of such of them as might die under Age, and in the same Manner in every respect as if such Trusts were therein again set forth; but the said Testator thereby declared that in case his said Grand-daughters *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch* (the Co-heiresses of *William Patch*, the deceased Husband of his said Daughter), or any Person or Persons claiming or to claim through or under them, should neglect or refuse to execute Conveyances as therein mentioned of their Interests in certain Premises theretofore sold by the said Testator, then the Person or Persons so neglecting or refusing should lose the Benefit of all Devises, Bequests, Directions, Trusts, and Limitations in the said Will expressed in her or their Favour; and after certain Provisions for the Maintenance and Education of any Children or Issue taking or presumptively entitled to any Interest under his Will out of the Income of their Shares or presumptive Shares, and for their Advancement out of the Principal thereof, and for the Sale and Conversion into Money of his Residuary Personal Estate, and for the Investment of Money, as therein mentioned, the said Testator thereby charged his aforesaid Residuary Real and Personal Estate and Effects with the Payment of his Debts, Funeral Expenses, Charges of proving his said Will, and the Legacies therein-before given, and also with the said Sum of Ten Pounds *per Annum* bequeathed to the said *Julia Kenton*, and he empowered his said Trustees to let and demise his said Freehold, Leasehold, and Copyhold Messuages, Lands, and Premises, at Rackrents, for any Term or Terms of Years not exceeding Fourteen Years in possession, so as the same were done by Indenture or Indentures, and so as the Lessee or Lessees did execute the same respectively, or counterparts thereof, and so as the Leases did contain the usual Reservations, Covenants, and Powers, and he gave full Powers to his said Trustees to cut, fell, and dispose of such Timber on his Estates, Plantations, and Lands as they should think necessary, and to surrender from Time to Time the Leases under which his Leasehold Premises should be held, and to take new Leases thereof for fresh Terms or Interests, and to pay the Fines and Expenses attendant thereon, and declared that such renewed or fresh Terms so to be taken should be held upon the same Trusts as the surrendered Term or Terms were held upon, and he gave full Power to his said Trustees, and the Survivors and Survivor,

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vivor, his Heirs, Executors, and Administrators, at any Time or Times to sell and dispose of, either by Public Auction or Private Contract, the whole or any Part or Parts of his Freehold, Copyhold, and Leasehold Messuages, Hereditaments, and Premises, in such Parts and Parcel and in such Way and Manner as they or he should from Time to Time think most proper, for all his Estate and Interest therein, and to grant, convey, and assign the same in Fee, or for the Remainder of any Term or Interest therein, respectively discharged from all the Trusts, Limitations, and Charges therein contained, and he expressly declared that the Purchaser or Purchasers of all or any Part of his said Messuages, Hereditaments, and Premises, and other the Person or Persons paying any Monies to the Trustees or Trustee for the Time being acting under his said Will, should, on Payment of such Purchase or other Monies to such Trustees or Trustee for the Time being, and taking such his or her Receipt or Receipts for the same, be absolutely discharged from such respective Purchase or other Monies, and should not be obliged to see to the Application thereof, nor be answerable for the Misapplication thereof, and that after such Sales as aforesaid the Monies arising therefrom should form Part of his Residuary Estate and Effects, and vest and go and be chargeable in the like Manner in every respect as therein-before expressed concerning the Messuages, Hereditaments, and Premises in respect of which the same should be received, and he appointed the said *Frederick Granger, Henry Rawling, and William Rawling* Executors of his said Will, in trust for the Purposes therein-before declared; and in the said Will was contained a Power of appointing new Trustees in the place of any who should die, or be desirous of being discharged, or refuse, or decline, or become incapable to act: And whereas the said Testator died in the Month of *January* One thousand eight hundred and forty, without having revoked or altered the herein-before recited Will, leaving the said *Frederick John Pidgley* his only Son and Heir-at-Law, and the said Will was proved on the Tenth Day of *April* One thousand eight hundred and forty, by the said *Henry Rawling* and *William Rawling* alone, in the Prerogative Court of the Archbishop of *Canterbury*, the said *Frederick Granger* having renounced Probate thereof: And whereas the said *Frederick Granger* refused to act in, and by Deed Poll bearing Date the Twenty-seventh Day of *April* One thousand eight hundred and forty renounced and disclaimed, the Trusteeship and Executorship of the said Will, and all Estates, Trusts, Powers, and Authorities intended to be thereby reposed in him: And whereas the said *Henry Rawling* died in the Month of *May* One thousand eight hundred and forty-three: And whereas the said *Frederick John Pidgley* is living, and on or about the Twenty-second Day of *June* One thousand eight hundred and forty-one intermarried with *Louisa Elizabeth Augusta Bigg*, and hath Three Children only living (namely, *Pauline Augusta Eliza*

[*Private.*]

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Pidgley, Mela Angela Pidgley, and Louise Constance Alice Pidgley), all of whom are under the Age of Twenty-one Years: And whereas the said *Emma Moor Patch* and her said Two Daughters *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch* are living, and the said *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch* have both of them attained the Age of Twenty-one Years: And whereas the said *Julia Kenton* the Annuitant died in the Year One thousand eight hundred and forty-two: And whereas a Suit was some Time since instituted in Her Majesty's High Court of Chancery for establishing the said Will, and for other Purposes, in which said Suit the said *Frederick John Pidgley* was Plaintiff, and the said *Henry Rawling, William Rawling, Emma Moor Patch, Emma Pidgeley Patch, and Eliza Rebecca Moor Patch*, and others, were Defendants, and a Supplemental Suit was afterwards instituted in the said Court for the like Purposes, in which last-mentioned Suit the said *Frederick John Pidgley* was Plaintiff, and *Pauline Augusta Eliza Pidgley*, by *William Henry Snell* her Guardian, and others, were Defendants, and a Decree hath been made in the said first above-mentioned Suit, and other Proceedings have taken place in the said Suits: And whereas another Supplemental Suit was afterwards instituted in the said Court, in which the said *Frederick John Pidgley* was Plaintiff, and the said *Mela Angela Pidgley* and *Louise Constance Alice Pidgley* were Defendants, and by the Decree made in such last-mentioned Suit on the Eighteenth Day of *March* One thousand eight hundred and fifty-three it was ordered that the Decree made in the said first-mentioned Suit, and the other Orders therein mentioned, should be carried on and prosecuted against the Defendants *Mela Angela Pidgley* and *Louise Constance Alice Pidgley*, in like Manner as the same were directed to be carried on between the Parties to the original and first-mentioned Supplemental Suit: And whereas all the Debts, so far as the same have been discovered, and Funeral and Testamentary Expenses of the said Testator, and the pecuniary Legacies bequeathed by his said Will, except the Two several Legacies of Five hundred Pounds and Five hundred Pounds, have been paid and satisfied, and the said Sum of Three thousand Pounds directed by the said Will to be raised as aforesaid for the Benefit of the said *Emma Moor Patch* and her said Two Daughters, or their Issue, hath been raised accordingly, and, under an Order made in the said Suits on the Eleventh Day of *June* One thousand eight hundred and forty-four, the said *Frederick John Pidgley* is in the Possession or the Receipt of the Rents and Profits of all the Real Estates of the said Testator devised by the herein-before recited Will, in trust for the said *Frederick John Pidgley* for his Life, as aforesaid, except certain Parts of the said Real Estates which have been sold under the Direction of the said Court: And whereas the said Real Estates so devised as last aforesaid, and now remaining unsold, consist in part of cer-
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tain Freehold Lands situate in the Parish of *Darwlish* in the County of *Devon*, described in the Schedule to this Act, of which the said Testator was at the Time of his Decease seised for an Estate of Inheritance in Fee Simple : And whereas the said Lands, from their Situation and other Circumstances, are extremely eligible for Building Purposes, but the Powers contained in the herein-before-recited Will are insufficient to enable them to be leased for those Purposes : And whereas it would be highly advantageous to all Persons interested if Powers were given of leasing the said Lands described in the Schedule to this Act for Building Purposes ; but such Powers cannot be given without the Aid and Authority of Parliament : Wherefore Your Majesty's most dutiful and loyal Subjects, the said *Frederick John Pidgley* on behalf of himself and his said infant Children *Pauline Augusta Eliza Pidgley*, *Mela Angela Pidgley*, and *Louise Constance Alice Pidgley*, 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, and by the Authority of the same, :

I. That it shall be lawful for the said *Frederick John Pidgley* during his Life, and also for the said *Emma Moor Patch* during her Life, if and when, under the Trusts of the herein-before recited Will, she shall be beneficially entitled in possession to the Rents and Profits of the Lands described in the Schedule to this Act, or such of them as shall then remain unsold and undisposed of, and notwithstanding her Coverture, in case she shall then be married, and also for the Trustee or Trustees for the Time being of the herein-before recited Will, during the Minority of any Child or Grandchild, either of the said *Frederick John Pidgley* or of the said *Emma Moor Patch*, who, under the Trusts of the said recited Will, shall, or, if of the Age of Twenty-one Years, would be beneficially entitled, for the Time being in possession, by Purchase, and not by Descent, to the said Lands described in the Schedule to this Act, or such of them as shall then remain unsold and undisposed of, or to any undivided Share therein (but during the Minority of any such Child or Grandchild of the said *Frederick John Pidgley*, only with the Consent in Writing of his, her, or their Guardian or Guardians, and during the Minority of any such Child or Grandchild of the said *Emma Moor Patch*, only with the like Consent in Writing of his, her, or their Guardian or Guardians, from Time to Time, by any Deed, whether indented or not, to demise or lease the whole or any Part of the Lands described in the Schedule to this Act, or such of them as shall then remain unsold and undisposed of, together with any Buildings then standing thereon, for any Term or Number of Years not exceeding Ninety-nine Years, to take effect in possession, and not in reversion or by way of future Interest, to any Person or

Power to
lease for 99
Years.

Persons

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Persons who shall be willing to erect and build any House or other Building on the Land so demised or leased, or to finish or repair or improve any House or other Building on such Land, or to erect or build any House or other Building thereon in lieu of or in addition to any House or Building, or who shall be willing to annex such Land, or any Part thereof, as a Garden, Paddock, Yard, or other Convenience to any House or other Building then erected or built or to be erected or built on any other Part of the said Lands described in the Schedule to this Act, or otherwise to improve the said Premises or any Part thereof; and with or without Liberty for the Lessee or Lessees to take down any Building on the said Land demised or leased, and to dispose of the Materials thereof in such Manner as may be agreed on; and also with or without Liberty for the Lessee or Lessees to erect Villas or detached Residences, with suitable Offices, and to appropriate convenient Parts of the said Land demised or leased for Pleasure Grounds, Paddocks, or Plantations to such Villas, or otherwise for the Use or Convenience of the Tenants or Occupiers of such Villas; and also with or without liberty for the Lessee or Lessees to set out and allot any Part of the said Land demised or leased for the Sites of Streets, Squares, Crescents, or other Spaces of Ground, Roads, Lanes, Courts, Ways, Avenues, Paths, Passages, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, or Shrubberies, or otherwise for the Use or Convenience of all or any of the Tenants or Occupiers of the said Lands herein-before authorized to be leased, or of the Houses or Buildings to be thereon erected or built, or for the general Improvement of the said Premises or any Part thereof; and also with or without Liberty for the Lessee or Lessees to dig and make, under the Land so set out and allotted, any Arches, Cellars, or other Easements to any Houses or Buildings; and with or without Liberty for the Lessee or Lessees to fell, dig, and raise, and to use or carry away or sell or dispose of, any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the said Land demised or leased, which it shall be necessary or convenient to remove for effecting any of the Purposes aforesaid, and to manufacture any such Earth, Clay, Loam, Sand, or other Substances or Things into Bricks, Tiles, or other Articles to be used in such new Buildings, Repairs, or Improvements as aforesaid, or to be sold and disposed of, as may be agreed upon; so that all Monies arising or which may be derived from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith, shall be paid to or be received by the Trustee or Trustees for the Time being of the herein-before recited Will of the said *John Moor Pidgley* deceased, and shall be regarded and applied in the same Manner and for the same Purposes as Monies arising from the Sale of Part of the Lands described

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scribed in the Schedule to this Act, and shall be subject accordingly to all such Provisions and Directions, including the Provision for making the Receipts of Trustees effectual Discharges, as are in or by this Act or the Will of the said *John Moor Pidgley* deceased contained or referred to in respect of the Monies arising from the Sale of such Lands, or any Part thereof; and also with or without Liberty to use and enjoy any Land to be appropriated as an Easement or Convenience under the Power in that Behalf herein-after contained, or under this Power; and also with or without any other Liberties, Easements, or Privileges which the Lessor or Lessors for the Time being may think reasonable, or which may be used in Leases of a similar Description; so as in every such Lease there be reserved and made payable the best yearly Rent to be incident to the immediate Reversion upon the Term thereby granted which, considering the Nature and Circumstances of the Case, and having regard to the general Benefit of the said Premises, can be reasonably obtained, such Rent to be made payable by half-yearly or quarterly Payments (except that during a Time not exceeding the first Three Years of the said Term granted by such Lease the said Rent may, if the Lessor or Lessors shall think proper, be of trifling or merely nominal Amount); and so as every such Lease be made without taking for the making thereof any Fine, Premium, or Foregift, or anything in the Nature of a Fine, Premium, or Foregift, except the Money which may be expended by the Lessee or Lessees in building upon or improving the Premises, or which may be derived from the Sale or other Disposition of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles which may be made therewith; and so as in every such Lease made for the Purpose of having Houses or other Buildings erected and built or finished there be contained a Covenant on the Part of the Lessee or Lessees to build and finish or to finish such Houses or other Buildings within a Time to be therein specified for that Purpose; and so as in every such Lease made for the Purpose of having Buildings repaired or improved there be contained a Covenant on the Part of the Lessee or Lessees to make and finish the intended Repairs or Improvements within a Time to be therein specified for that Purpose; and so as in every such Lease, whether for building, finishing, repairing, or improving, or otherwise, there be contained on the Part of the Lessee or Lessees a Covenant for the due Payment of the Rent thereby reserved, and of all Taxes, Charges, Rates, Assessments, and Impositions whatsoever affecting the Premises therein comprised, and also a Covenant for keeping the Houses and other Buildings erected and built, or to be erected and built, or repaired or improved, on the Land comprised in such Lease, (except so far as the same shall be thereby authorized to be taken down,) in repair during the Term thereby granted, and also a Covenant for permitting the Landlord

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for the Time being, Twice at least in every Year, to enter and view, and also a Covenant for keeping the same Houses and other Buildings insured from Loss or Damage by Fire to the Amount of Three Fourths at least of the Value thereof in some or One of the public Offices for Insurance in *England*, and to lay out the Money to be received upon such Insurance, and all such further Sum of Money as shall be necessary, in rebuilding, repairing, or reinstating such Houses or other Buildings, and also a Covenant to surrender the Possession of and to leave in good Repair the demised Premises, with the Houses and other Buildings to be erected and built or repaired or improved thereon, at the Expiration or other sooner Determination of the Term thereby granted, or such Covenants on the Part of the Lessee or Lessees as shall be in Substance and Effect the same as or equivalent to the Covenants herein-before specified; and so as in every such Lease there be contained a Proviso or Condition of Re-entry for Non-payment of the Rent thereby reserved for any Space not exceeding Forty Days, or for Nonperformance or Nonobservance of any of the Covenants or Agreements therein contained on the Part of the Lessee or Lessees (except such, if any, of the same Covenants and Agreements, not being for the Payment of Rent, as the Lessor or Lessors shall think it reasonable to except), and subject to a Proviso, if the Lessor or Lessors shall think fit, that no Breach of any of the Covenants or Agreements to which the said Proviso or Condition of Re-entry shall extend, except the Covenant for Payment of Rent, and such other Covenants or Agreements, if any, as the Lessor or Lessors shall think it reasonable or proper to include in such Exception, shall give any Right of Re-entry until Judgment shall have been obtained in an Action for such Breach, and the Damages and Costs to be recovered in such Action shall have remained unpaid for the Space of Three Months after Judgment shall have been obtained in such Action; and so as the respective Lessees do execute Counterparts of their respective Leases, and pay all Expenses of and incidental to such Leases and the Counterparts thereof, and be not by any Clause or Words in their respective Leases contained authorized to commit Waste, or exempted from Punishment for committing Waste, save so far as may be necessary for the Purposes hereby authorized: Provided nevertheless, that the Proviso or Condition of Re-entry herein-before required to be inserted in every such Lease as aforesaid may, if the Lessor or Lessors shall think fit, be so divided or apportioned as on Breach of any of the Covenants or Agreements to which the same Proviso or Condition shall extend (except such, if any, of the same Covenants and Agreements as the Lessor or Lessors shall think it reasonable to except,) to give a Right of Re-entry into or upon any Part or Parts only, to be specified in the Lease, and in respect of which the Breach shall have occurred, of the Premises therein comprised; provided also, that there may be contained in every such Lease

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Lease as aforesaid such further or other Covenants, Provisoos, Conditions, Restrictions, and Stipulations as to the Lessor or Lessors shall appear reasonable.

II. That all Covenants which on the Part of the Lessee or Lessees shall be contained in any Lease to be granted under the Powers of this Act shall be deemed to run and shall run with the Rent or Rents to be by such Lease reserved, so as that the Person or Persons for the Time being entitled to such Rent or Rents shall have the full Benefit of such Covenants, and be able to maintain an Action or Actions of Covenant thereon.

Covenants to run with the Rents.

III. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) to set out and appropriate any Parts of the Lands herein-before authorized to be leased as and for Streets, Squares, Crescents, or other similar Spaces of Ground, Roads, Avenues, Ways, Paths, Passages, Watercourses, Sewers, Drains, Walls, Fences, Yards, Gardens, Pleasure Grounds, Shrubberies, or other Easements or Conveniences, for the Use or Convenience of all or any of the Tenants or Occupiers of the said Lands, or of the Houses or other Buildings to be erected or built thereon, or for the general Improvement of the said Premises or any Part thereof, in such Manner and upon such Terms, and either subject or without being subject to any annual or other Payments by such Tenants or Occupiers, as shall be mentioned or agreed upon in any Lease to be made in pursuance of this Act, or in any general Deed to be executed for that Purpose, and to be enrolled in One of Her Majesty's Courts of Record at *Westminster*; and by any such Lease or general Deed to give and grant such other Privileges and Easements as the Person or Persons for the Time being so authorized to grant Leases as aforesaid shall deem reasonable or convenient; and also to divide and set out in Lots any other Parts of the said Lands as and for the Sites of Houses and other Buildings, with suitable or convenient Yards, Gardens, and Appurtenances to be attached thereto, and from Time to Time to alter or vary any such Appropriations or Allotments as aforesaid, and generally to plan, set out, and appropriate the said Lands or any Part thereof in such Way or Manner as he or they shall think most beneficial; and also, if he or they shall think it expedient so to do, but not otherwise, to lay out and form the Streets, Squares, Crescents, and similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, and Passages intended to be made on the said Lands or any Portion thereof, and to fence and inclose, and lay out and plant any Inclosure to be formed in any of such Squares, Crescents, or similar Spaces of Ground,

Power to appropriate any Part of the Lands for Streets, Squares, &c.

for

Pidgley's Estate.

for the Use and Enjoyment of the Tenants and Occupiers of the Houses therein, and to fence and inclose all or any of the Plots or Pieces of Ground allotted for Building Ground, so far as the said Plots or Pieces of Ground may front to or adjoin any of the said intended Streets, Squares, Crescents, or similar Spaces of Ground, Roads, Avenues, Courts, Ways, Paths, and Passages, but not otherwise, and to take down any Buildings on the Lands herein-before authorized to be leased, and to sell or dispose of the Materials thereof: and also to fell, dig, and raise, and to use, sell, or dispose of, any Trees, Stone, Coal, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things upon, in, or under the Lands herein-before authorized to be leased, or any Part thereof; and also, upon such Terms and Conditions as he or they shall think proper, to grant to any Person or Persons liberty to fell, dig, and raise, and to use, carry away, sell, or dispose of the same, and to manufacture any Earth, Clay, Loam, or Sand, or other Substances or Things, into Bricks, Tiles, or other Articles and any other Liberties, Easements, or Privileges which may be deemed necessary or expedient for any of the Purposes aforesaid; so always that all Monies arising or which may be derived from the Sale or other Disposition of any such Buildings or Materials as aforesaid, or of any Trees, Stone, Slate, Earth, Clay, Loam, Sand, Gravel, or other Substances or Things, or of any Bricks, Tiles, or other Articles, which may be made therewith, shall be paid to and be received by the said Trustee or Trustees, and shall be regarded and applied in the same Manner and for the same Purposes as Monies arising from the Sale of Part of the Lands comprised in the Schedule to this Act, and shall be subject accordingly to all such Provisions and Directions, including the Provisions for making the Receipts of Trustees effectual Discharges, as are in and by this Act or the said Will contained or referred to in respect of the Monies arising from any Sale of such Lands or any Part thereof.

Power to enter into Contracts for granting building Leases, and afterwards to grant Leases pursuant thereto.

IV. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) to enter into any Contract in Writing for making or granting a Lease or Leases of the Lands herein-before authorized to be leased, or any Part thereof (together with the Buildings, if any, standing thereon), pursuant to the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable, and by such Contract to agree, when and as any Land or Buildings thereby agreed to be let, or any Part or Parts thereof, shall be built upon, rebuilt, or repaired, laid out, formed, or improved in the Manner and to the Extent to be stipulated in such Contract, by Deed to demise or lease the same Land or Buildings, or any Part thereof, to the Person or

Persons

Pidgley's Estate.

Persons contracting to take the same as aforesaid, or his or their Executors, Administrators, or Assigns, or to his or their Nominee or Nominees, during the Remainder of the Term to be specified in such Contract, in such Parcels, and under and subject to such Portions of the yearly Rent to be specified in such Contract as shall be thought proper; and also, if the Person or Persons for the Time being so authorized as aforesaid to grant Leases shall think the same expedient, to agree that the full Rent specified in such Contract shall be reserved in the Leases to be granted of a given Quantity (to be specified in such Contract) of the Lands thereby agreed to be demised, and that the Residue thereof shall be demised at the yearly Rent of One Shilling, either before or after the full Rent specified in such Contract shall have been reserved in any Lease or Leases to be granted, and at such Time or respective Times and in such Manner as may be thought proper; or, if no given Quantity of such Land for such Purpose shall be specified in such Contract, to agree that, when the full Rent agreed to be reserved shall have been reserved in the Lease or Leases granted of a competent Part of the Lands thereby agreed to be demised, the Residue thereof (if any) shall be demised by One or more Lease or Leases at the yearly Rent of One Shilling; and, in the Case of Leases to be granted, subject to the Rent of One Shilling, to agree to grant the same either before or after the Lands therein to be comprised shall have been built upon, laid out, or improved; and to agree that the yearly Rent agreed to be reserved in any such Contract may be made to commence at such Period or Periods within or at the Expiration of Three Years from the Date of such Contract, and may be made to increase periodically, beginning with such Portion of the full Rent thereby agreed to be paid as shall be thought advisable, and increasing up to the full Rent as shall be found convenient or thought proper, and as in such Contract shall be expressed, regard being had to the Quantity of Land from Time to Time agreed to be demised, and the Progress of the Buildings stipulated to be erected thereon; and also to agree that when and as any Lease shall be granted of any Part of the Lands so contracted to be leased the Lands so for the Time being leased shall be discharged from such Contract, and that the Person or Persons with whom such Contract shall be entered into shall remain liable, in respect of such Part of the Lands comprised in such Contract as shall not for the Time being be leased, to the Payment of such Portion only of the Rent by such Contract agreed to be paid as may be thought proper and shall in such Contract be provided for; and also to agree that the Person or Persons with whom such Contract shall be entered into may have, exercise, and enjoy all or any of the Liberties, Easements, and Privileges herein authorized to be granted.

Pidgley's Estate.

Contracts to contain a Proviso for Re-entry.

V. That in every Contract to be so entered into as herein-before is mentioned there shall be inserted a Clause or Condition for vacating the same, or for Re-entry, with respect to such Part of the Lands and Buildings therein comprised and agreed to be leased as shall not have been actually leased in pursuance of such Contract, and shall not within a reasonable Time, to be by such Contract appointed, be built upon or repaired, laid out, formed, or improved in the Manner therein stipulated, and also a Clause or Condition, that the Person or Persons to whom such Lease ought to be granted, pursuant to such Contract, shall accept the same, and execute a Counterpart or Duplicate thereof within a reasonable Time, to be appointed by such Contract, or that in default thereof such Contract as to the Lands and Buildings not actually leased by virtue of the same Contract shall be void; and every such Contract shall be binding and shall be carried into effect by a Lease or Leases to be granted in pursuance of the Powers and subject to the Restrictions herein-before respectively contained, so far as the same shall be applicable.

Contracts may be altered and amended or released, and new Contracts entered into.

VI. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) from Time to Time to enter into any new Contract or Agreement with any Person or Persons with whom any Contract for granting a Building or Repairing or Improving Lease shall have been entered into by virtue of this Act, by way of addition to or Alteration or Explanation of all or any of the Covenants or Agreements in such Contract contained; or to release the Person or Persons with whom any such Contract shall have been entered into, and his or their Heirs, Executors, Administrators, and Assigns, from the Observance of the whole or any Part of the same Contract, and (if thought expedient so to do) to enter into any new Covenants or Agreements with such Person or Persons, or his or their Executors, Administrators, or Assigns, in lieu of any Part of the same Contract which shall have been so released, or to accept or authorize a Surrender of all or any Part of the Lands comprised in such Contract, and that the Lands so surrendered may be leased or contracted or agreed to be leased and afterwards leased under the Powers of this Act, in the same or like Manner as if no Contract for leasing the same had been previously entered into or executed; provided, that the new Covenants and Agreements hereby authorized to be entered into shall be in conformity with the Powers and Provisions herein-before contained.

Leases to be valid without Proof of

VII. That every Lease to be granted under the Powers of this Act, and which but for this Enactment would not be valid and effectual unless preceded by a Contract, authorizing under the Provisions

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visions of this Act the granting thereof, shall be as valid and effectual as if preceded by such a Contract, without Proof of any prior Contract, and notwithstanding the Existence of a prior Contract varying in any respect from the Provisions of this Act or from such Lease.

prior Con-
tracts.

VIII. That it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) at any Time to accept or authorize a Surrender of all or any of the Lands and Buildings comprised in any Lease granted under any of the Powers herein-before contained, and upon any such Surrender to grant, under any of the Powers herein-before contained, either to the Person or Persons surrendering, or to any other Person or Persons, One or more new Lease or Leases of the Lands and Buildings so surrendered, or any Part thereof, either alone or together with any other Lands, and with Liberty, in regulating the Terms upon which such new Lease or Leases shall be granted, to make such Allowance or Remuneration, either by way of annual Charge upon the Premises so surrendered, or otherwise, to the Person or Persons surrendering the same, for the Value (if any) of the Estate or Interest which shall have been so surrendered, as to the Person or Persons for the Time being so authorized as aforesaid shall seem reasonable, but that no such Allowance or Remuneration by way of annual Charge shall continue for a longer Term or Period than the Term or Period at which the Estate or Interest which shall be surrendered would, if not surrendered, have determined by Effluxion of Time; and also that, if Possession of the Lands or Buildings comprised in any Lease granted under the Powers of this Act, or comprised in any Contract entered into pursuant to this Act, or any Part thereof, shall be resumed, or such Lands or Buildings shall be entered upon or recovered under any Proviso or Condition for Re-entry in such Lease contained or otherwise, then and in every such Case it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) to grant Leases and to enter into Contracts for granting and afterwards to grant Leases of the same Premises under the Powers herein-before contained, in the same Manner as if no Lease or Contract for a Lease thereof had been previously made.

Power to
accept Sur-
renders and
grant new
Leases.

IX. That if any Lease which shall be granted or which shall purport to be granted by virtue of this Act shall, by reason of any technical Error or Informality, be void or voidable, then and in every such

Power to
grant new
Leases in

Pidgley's Estate.

lieu of any
void from
technical
Errors.

such Case it shall be lawful for the Person or Persons for the Time being authorized by this Act to grant Leases as aforesaid (but where any Consent in Writing is herein-before made requisite for that Purpose, then only with the like Consent in Writing,) to confirm such Lease, or to grant a new Lease of the Lands therein comprised, pursuant to the Powers and subject to the Restrictions herein-before respectively contained, in lieu of such void or voidable Lease, for any Term or Number of Years not exceeding the then Residue of the Term of Years granted or purported to be granted by such void or voidable Lease, and at and under a yearly Rent not less in Amount than the Rent which was reserved by such void or voidable Lease.

Memo-
randum or
Recital to be
evidence of
counterpart.

X. That a Memorandum indorsed on any Lease granted under the Powers of this Act, signed by the Person or Persons by whom such Lease shall be granted, or any One of such Persons, acknowledging that he or they has or have received such Counterpart of such Lease as is hereby required to be executed, or a Recital or Statement in such Lease to the Effect that such Counterpart has been duly executed, shall, in favour of the Lessee and of all Persons claiming under him, be full and conclusive Evidence that such Counterpart was duly made and executed pursuant to the Provisions of this Act.

Saving
Power of
Sale.

XI. That as to the said Lands described in the Schedule to this Act the Power of Sale, and all Powers and Provisions incidental thereto, (including the Provision for making the Receipts of Trustees effectual Discharges,) shall, subject to any Leases or Contracts for Leases which for the Time being shall have been made or entered into under the Powers of this Act, continue and be of the same Force and Effect as if this Act had not been passed.

Power to
purchase
outstanding
Estate in
certain
Lands.

XII. And whereas Mrs. *Tripe*, the Widow of *Richard Tripe*, late of *Dawlish* aforesaid, deceased, or her Assigns, is or are entitled to an outstanding Estate or Interest in the Lands described in the Schedule to this Act, numbered in the said Schedule 899, 900, 901, 902, 912; and it is desirable that the said Trustee or Trustees for the Time being should be empowered to purchase or acquire such outstanding Estate or Interest: Be it enacted, That it shall be lawful for the said Trustee or Trustees for the Time being, with the Consent of the Court of Chancery, to be obtained upon Application in a summary Way, to purchase or acquire from the said Mrs. *Tripe* or her Assigns, or the Person or Persons for the Time being entitled thereto, the said outstanding Estate or Interest to which the said Mrs. *Tripe* or her Assigns is or are so entitled as aforesaid, and that such Estate or Interest, if so purchased or acquired, shall, at the Discretion of the
said

Pidgley's Estate.

said Trustee or Trustees for the Time being, either be merged and extinguished, or be kept on foot, in such Manner in all respects as he or they shall think proper.

XIII. That it shall be lawful for the said Trustee or Trustees for the Time being, with the Consent of the Court of Chancery, to be obtained as aforesaid, to raise any Money which shall be payable by him or them as the Purchase or Consideration Money for the said outstanding Estate or Interest, by Mortgage of the Lands or any Part thereof for the Time being subject to the Provisions of this Act, and for effectuating any such Mortgage to execute or cause to be executed all such Conveyances and Assurances and do or cause to be done all Acts and Things as he or they shall think expedient, and to consent to the Insertion in any such Mortgage of such Powers of Sale and other Powers and Provisions as he or they shall think reasonable.

Trustees empowered to raise and pay such purchase Money.

XIV. That the Receipt in Writing of the said Trustee or Trustees for the Time being for any Money payable to him or them in or about the Execution of any of the Powers of this Act shall effectually discharge the Person or Persons to whom such Receipt shall be given from the Money therein expressed to be received, and from all Responsibility in regard to the Application of such Money; and that no Person advancing Money upon the Security of any Mortgage, made or purporting to be made under the aforesaid Power in that Behalf, shall be bound to see that such Money is actually wanted for any of the Purposes for which Money is herein-before authorized to be raised, or that no more is raised than is actually so wanted.

Trustees Receipts to be good Discharges.

XV. That this Act shall not, nor shall anything herein contained, be construed or deemed or taken to revoke, annul, suspend, prejudice, lessen, or in any Manner affect the Directions, Powers, or Authorities in or by the said recited Will of the said *John Moor Pidgley* deceased, contained, given, or provided for raising the said several Sums of Five hundred Pounds and Five hundred Pounds for the said *Emma Pidgley Patch* and *Eliza Rebecca Moor Patch*, whenever they shall respectively attain the Age of Twenty-one Years; and that the said Sums of Five hundred Pounds and Five hundred Pounds may be raised by the Trustee or Trustees for the Time being of the said Will in the same Manner and by the same Ways or Means as if this Act had not passed.

The raising of the Sums of 500*l.* and 500*l.* not to be affected by this Act.

XVI. That the said Trustee or Trustees for the Time being shall be chargeable respectively only for such Monies as they respectively shall actually receive, and shall be accountable respectively only for their own Acts, Receipts, Neglects, and Defaults, and not for those

Accountability of Trustees.

[*Private.*]

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of each other, nor for any Banker, Broker, or other Person with whom any of the Trust Monies may be lodged or deposited, nor for any Loss or Damage at any Time incurred in or about the Execution of any of the Powers of this Act, unless the same shall happen through their own wilful Default respectively, and also that it shall be lawful for the said Trustee or Trustees for the Time being to reimburse themselves respectively, or pay and discharge, out of the Monies which may come to their respective Hands, all Costs and Expenses at any Time incurred in or about the Execution of any of the Powers of this Act.

Provision for Payment of Expenses of Act and Application to Court of Chancery.

XVII. That it shall be lawful for the said Trustee or Trustees for the Time being to pay and defray the Costs, Charges, and Expenses of or preliminary or incidental to the preparing, applying for, and obtaining of this Act, and the carrying of the same into execution, and of making any such Applications to the Court of Chancery as are herein-after mentioned, out of the Property holden for the Time being upon the Trusts declared by the herein-before recited Will of the residuary Estate of the said *John Moor Pidgley* the Testator; but the said Trustee or Trustees shall, out of the Income of the said Trust Property, reserve and set aside annually such Sum of Money as shall be sufficient to replace and repay the Sum of Money applied in defraying the said Costs, Charges, and Expenses in Twenty Years after such Payment of the same.

Court of Chancery, upon Petition, may make Orders for taxing and settling Costs.

XVIII. That it shall be lawful for the Court of Chancery, in a summary Way, upon any Petition preferred by the said *Frederick John Pidgley* or any Person or Persons beneficially entitled in possession to the Rents and Profits of the said Lands described in the Schedule to this Act, or such of them as shall then remain unsold and undisposed of, or by the said Trustee or Trustees for the Time being, to make such Orders as the said Court shall think just or reasonable for allowing, taxing, settling, raising, and paying any such Costs, Charges, or Expenses as aforesaid.

Interpretation of Terms.

XIX. That in this Act, and so far as relates to the Construction of the same, unless there be something in the Subject or Context repugnant to such Construction, Words importing the Masculine Gender only shall include the Feminine; the Word "Person" or the Word "Persons" shall include Corporations, whether sole or aggregate.

General Saving.

XX. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons, Bodies Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the said *William Rawling*, and the said *Frederick John Pidgley*, and the said *Pauline Augusta Eliza Pidgley*, *Mela Angela Pidgley*, and *Louise Constance*

Pidgley's Estate.

Constance Alice Pidgley, and all other the Children of the said *Frederick John Pidgley*, and the said *Emma Moor Patch*, *Emma Pidgley Patch*, and *Eliza Rebecca Moor Patch*, and all and every other the Persons and Person to whom any Estate, Right, Title, Interest, or Inheritance has been devised or bequeathed, or has descended or devolved, or shall descend or devolve, under or by virtue of the said recited Will of the said *John Pidgley* otherwise *John Moor Pidgley*, and the right Heirs of the said Testator,) all such Estate, Right, Title, Claim, and Demand whatsoever in, to, or out of the said Premises as they or every or any of them might respectively have had in case this Act had not been passed.

XXI. That this Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's Most Excellent Majesty duly authorized to print the Statutes of the United Kingdom, and a Copy thereof so printed by any of them shall be admitted as Evidence thereof by all Judges, Justices, and others.

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

Pidgley's Estate.

SCHEDULE referred to in the foregoing Act.

Numbers on Tithe Plan of Parish of Dawlish.	Name of Field.	Quantity.		
		A.	R.	P.
883	Clift Close	2	2	2
882	Garden	0	1	2
809	Lower Longlands	1	1	2
867	Higher Longlands	1	0	24
903 }	Garden	1	2	29
904 }				
868	Three Corner Field	1	0	19
810	Great Oak Park	4	0	31
877	Three Corner Field	1	0	38
898	Green Close	2	1	20
905	Hill Close	3	3	4
875	Little Ash Park	2	3	27
876	Allicombe	3	0	20
866	Higher Two Acres	2	0	29
895	Strand Close	1	3	20
896	Longlands	1	0	3
899	Broom Close	1	1	5
900	Culver Close	1	1	8
901	House and Orchard	0	2	21
902	Green Close	1	1	21
912 }	Houses	0	2	24
	Gardens	0	3	14

Edw^d Bank Julian.

LONDON:

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