



Charlottetown, Prince Edward Island, June 20, 1866.

JOHN INGS, QUEEN'S PRINTER.

VOL. VIII.—No. 373

LAWS OF PRINCE EDWARD ISLAND.

CAP. XVIII.

An Act to carry into effect certain unexecuted agreements, made by the late John Hodges Winsloe, Esquire, deceased, for the sale and leasing of certain parts of his Estate in this Colony.

[Passed May 11, 1866.]

WHEREAS John Hodges Winsloe, late of Trelleck, in the County of Monmouth, England, Esquire, deceased, died seized of certain Lands on Townships Numbers Twenty-four and Thirty-three, in this Island, certain parts of which Lands the said John Hodges Winsloe had in his lifetime, by his several Agents and Attorneys on this Island, settled with Tenants under agreements for Leases thereof for nine hundred and ninety-nine years, and also for shorter terms, but which Leases were not executed by the said John Hodges Winsloe in his lifetime; had also through his said Agents and Attorneys agreed with sundry parties for the sale in fee simple of certain parts or portions of the said Lands, but deeds of conveyance thereof were not executed in the lifetime of the said John Hodges Winsloe:

And whereas the said John Hodges Winsloe, by his last Will and Testament, without making any provision therein for carrying out the said agreements entered into in his lifetime, devised Two thousand acres, part of his said land, to his son John Winsloe for his life, with remainder to his children, as Tenants in Common, in fee with cross executory devises and limitations between them, which said John Winsloe has, since the death of the Testator his Father, been adjudged a person of unsound mind, and a Committee of his personal Estate has been duly appointed according to the Laws of this Island. And the said John Hodges Winsloe did also by his said Will devise Three thousand acres, part of his said Lands, to his son Henry Winsloe for his life, with like remainder to his children, as in the devise to his said son John, is mentioned and set forth, which said Henry Winsloe is since deceased, and hath left four infant children, him surviving.

And whereas the said John Hodges Winsloe, did also, by his said Will, devise one thousand acres, part of his said Lands, together with one equal half part of all the rest of his said Lands on the said Townships numbers Twenty-four and Thirty-three,

to his son Alfred Winsloe for his life, with like remainder to his children, as in the devise to his said son John Winsloe the other equal half part of his said Lands, the said Testator, devised, to his two daughters Amelia Evans and Annie Winsloe, now Annie Smith, wife of William Sydney Smith, in fee simple. And in as much as the aforesaid Tenants and settlers on the said Township Lands have, on the faith of their said agreements for long leases and purchase, made valuable improvements on their farms, and for as much as there is no provision made or power reserved in the said Will of the said John Hodges Winsloe to carry out the said agreements for lease and sale, which subject the said Tenants to great uncertainty in their Tenures, and much delay and expenses must necessarily be incurred before the said agreements by the ordinary rules of Law or Equity can be carried out, although the parties interested are willing that justice shall be done in the premises; it is therefore deemed expedient and proper that power be given to the parties hereinafter named for that purpose to carry out the said agreements according to their true intent and meaning. Be it therefore enacted by the Lieutenant Governor, Council and Assembly, as follows:—

I. That from and after the passing of this Act, it shall and may be lawful to and for the present Committee of the said John Winsloe, and any future Committee, for the time being, of his Estate, lawfully constituted, to execute and deliver to the tenant and tenants on the said two thousand acres of Land so devised to the said John Winsloe for his life, with remainder, over all such Leases for such terms of years and under such rent and conditions as he the said John Hodges Winsloe was, in his lifetime, under any agreements to deliver, or in any way liable in Law or Equity, to execute or deliver; and that all such Leases shall be as effectual and binding for all purposes as if the same had been made and executed by the said John Hodges Winsloe, in his lifetime: Provided always, that the rent to be reserved, in all such Leases, shall be payable to the said John Winsloe, or his Committee, during his life, and after his decease, to such person or persons as shall be entitled to the same under the said last Will and Testament of the said John Hodges Winsloe, deceased. That it shall also be lawful to and for the Guardian or Guardians, for the time being, of the infant children of the said Henry Winsloe, deceased, appointed by any competent Court or authority, to execute and deliver to the