



ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. 7.

An Act for continuing and extending some of the Powers and Provisions of *Barker Mill's* Estate Act, 1852, and for other Purposes, and to be called "*Barker Mill's* Estate Act, 1867."

[12th August 1867.]

WHEREAS it appears by "*Barker Mill's* Estate Act, 1852," that at the Time of the passing of that Act the Estates specified in the First Schedule to that Act annexed and therein called "the Settled Estates" stood limited, as to the Freehold Parts thereof, to the Use of Sir *John Barker Mill* Baronet (since deceased) for his Life, with Remainder to the Use of Trustees during his Life upon trust to preserve contingent Remainders, with Remainders to the Use of his Children or Child in Tail, with Remainder to the Use of himself in Fee, and as to the Leasehold and Copyhold Parts thereof upon Trusts corresponding as nearly as might be with the Limitations of the Freehold Parts thereof, and the Settled Estates or Parts thereof were subject to the Charges following; that is to say,

15 & 16 Vict.
c. 18. (*Priv.*)

(1.) A yearly Rentcharge of Five hundred Pounds for Dame *Selina Mill* for her Life after the Death of Sir *Charles*

[*Private.*]

3 a

Mill

Barker Mill's Estate Act, 1867.

- Mill* Baronet (then deceased), charged by Indenture dated the First Day of *January* One thousand eight hundred, and secured by a Term of Years determinable with her Life :
- (2.) A further yearly Rentcharge of Five hundred Pounds for Dame *Selina Mill* for her Life after the Death of Sir *Charles Mill*, charged by an Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and four, and secured by a Term of Years determinable with her Life :
 - (3.) The Estate of Dame *Selina Mill* for her Life in a Part of the Settled Estates at *Bury* :
 - (4.) An Annuity of One thousand Pounds for Dame *Selina Mill* during her Life :
 - (5.) An Annuity of Two hundred Pounds for *Caroline Mary Morshead* (therein called *Caroline Morshead*) during her Life :
 - (6.) An Annuity of Four hundred Pounds for Mrs. *Peacock Yate* for her Life :
 - (7.) A further Annuity for Dame *Selina Mill* during her Life :
 - (8.) A Term of Ninety-nine Years vested in *William Stead* as Trustee for securing those Annuities :
 - (9.) A Charge by way of Mortgage in favour of *William Stead*, made by an Indenture dated the Twenty-first Day of *November* One thousand eight hundred and thirty-five :
 - (10.) A Mortgage, made by an Indenture dated the Thirteenth Day of *February* One thousand eight hundred and forty, and a further Charge made by an Indenture dated the Nineteenth Day of *March* One thousand eight hundred and forty, and both of which had been transferred by an Indenture dated the Fifteenth Day of *December* One thousand eight hundred and forty-five to Sir *Thomas Dyke Acland* Baronet, *Edward Divett*, and *Samuel Trehawke Kekewich*, Three of the Trustees of the *West of England* Fire and Life Insurance Company :
 - (11.) A Second Mortgage or further Charge made to those Trustees by an Indenture dated the Fifteenth Day of *December* One thousand eight hundred and forty-five :
 - (12.) A Mortgage made to *John Beaumont Swete*, the Reverend *Henry William Marker*, and *Charles Grene Ellicombe*, and the Reverend *Henry Thomas Ellicombe*, by an Indenture dated the Eleventh Day of *April* One thousand eight hundred and fifty :
 - (13.) A Mortgage made to *Nassau John Senior* and *Thomas Hughes* and *Ralph Sanders* by an Indenture dated the Twenty-ninth Day of *January* One thousand eight hundred and fifty-one :

(14.) A

Barker Mill's Estate Act, 1867.

(14.) A Charge by way of Mortgage made to *Andrew Sanders* and *William Barnes* and *Ralph Sanders* by Articles of Agreement dated the Tenth Day of *March* One thousand eight hundred and fifty-two :

(15.) A Term of One thousand eight hundred Years vested in *Ralph Barnes* as Trustee for the Mortgagees claiming under the Indentures of the Eleventh Day of *August* One thousand eight hundred and forty-five, and the Fifteenth Day of *December* One thousand eight hundred and forty-five, and the Eleventh Day of *April* One thousand eight hundred and fifty respectively :

And whereas after the passing of "*Barker Mill's Estate Act, 1852,*" Sir *John Barker Mill* charged the Settled Estates which are specified in the First Schedule to that Act annexed, or Parts thereof, first, by Articles of Agreement dated the Twenty-ninth Day of *July* One thousand eight hundred and fifty-two with the Payment to *Robert Tasker* of a Principal Sum and Interest, and, secondly, by an Agreement dated the Twenty-second Day of *September* One thousand eight hundred and fifty-two with the Payment to *Edward Andrew Sanders* and *William Barnes* and *Ralph Sanders* of another Principal Sum and Interest : And whereas by an Indenture dated the Twenty-seventh Day of *December* One thousand eight hundred and fifty-two between *William Stead* of the First Part, *Charles Lewis*, as the Secretary of the *West of England Fire and Life Insurance Company*, of the Second Part, *Frederick Granger* and *Thomas Champion* and *Edward White*, as Directors of that Company, of the Third Part, *Ralph Barnes* of the Fourth Part, *John Beaumont Swete* and *Henry William Marker* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* of the Fifth Part, *Nassau John Senior* and *Thomas Hughes* and *Ralph Sanders* of the Sixth Part, *Edward Andrew Sanders* and *William Barnes* and *Ralph Sanders* of the Seventh Part, *Robert Tasker* of the Eighth Part, and Sir *John Barker Mill* of the Ninth Part, (and by which Indenture it appears that under an Act of the Fourth Year of *William* the Fourth, intituled *An Act to amend an Act of the Fifty-fourth Year of King George the Third, for enabling the West of England Fire and Life Insurance Company to sue and be sued in the Name of their Secretary, and to give further Powers to the said Company*, the Secretary of the Company, by the Order of any Three Directors of the Company, was enabled to release, convey, assign, transfer, or otherwise dispose of Estates mortgaged to Trustees for the Company,) the Mudlands specified in the Second Schedule to this Act annexed, and in this Act referred to as "the Mudlands," were, with other Parts of the Settled Estates, limited to the Use and Intent to confirm all the Powers whatsoever of Sir *John Barker Mill* over the Premises or any Part thereof, and all Deeds executed, Contracts entered into, and Acts done in pursuance of any such Powers,

Indenture,
dated 27th
Dec. 1852.

Barker Mill's Estate Act, 1867.

Powers, and subject thereto to the Use of Sir *John Barker Mill*, his Heirs and Assigns, freed and absolutely discharged from the several Principal Sums and Interest secured by the several Indentures of the Twenty-first Day of *November* One thousand eight hundred and thirty-five, and the Thirteenth Day of *February* One thousand eight hundred and forty, and the Nineteenth Day of *March* One thousand eight hundred and forty, and the Fifteenth Day of *July* One thousand eight hundred and forty-one, and the Eleventh Day of *August* One thousand eight hundred and forty-five, and the Fifteenth Day of *December* One thousand eight hundred and forty-five, and the Eleventh Day of *April* One thousand eight hundred and fifty, and the Twenty-ninth Day of *January* One thousand eight hundred and fifty-one, and the Agreement of the Tenth Day of *March* One thousand eight hundred and fifty-two, respectively recited in "*Barker Mill's Estate Act, 1852,*" and in this Act, and the recited Articles of Agreement of the Twenty-ninth Day of *July* One thousand eight hundred and fifty-two, and the recited Agreement of the Twenty-second Day of *September* One thousand eight hundred and fifty-two respectively, but subject to the Incumbrances, Terms of Years, Uses, and Estates affecting the same in the Will of Sir *Charles Mill* mentioned, contained, or referred to: And whereas by an Indenture dated the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two between *William Stead* of the First Part, *Charles Lewis*, as the Secretary of the *West of England Fire and Life Insurance Company*, of the Second Part, *Frederick Granger* and *Thomas Champion* and *Edward White*, as Directors of that Company, of the Third Part, *John Beaumont Swete* and *Henry William Marker* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* of the Fourth Part, *Nassau John Senior* and *Thomas Hughes* and *Ralph Sanders* of the Fifth Part, *Edward Andrew Sanders* and *William Barnes* and *Ralph Sanders* of the Sixth Part, *Robert Tasker* of the Seventh Part, *Ralph Barnes* of the Eighth Part, Sir *John Barker Mill* of the Ninth Part, *John Gurney Hoare* and *William Scott* and *Henry Wilson* and *John Sperling* of the Tenth Part, and *Frederick Iltid Nicholl* of the Eleventh Part, in consideration of the Principal Sums and Interest secured by the several Indentures of the Twenty-first Day of *November* One thousand eight hundred and thirty-five, and the Thirteenth Day of *February* One thousand eight hundred and forty, and the Nineteenth Day of *March* One thousand eight hundred and forty, and the Fifteenth Day of *July* One thousand eight hundred and forty-one, and the Eleventh Day of *August* One thousand eight hundred and forty-five, and the Fifteenth Day of *December* One thousand eight hundred and forty-five, and the Eleventh Day of *April* One thousand eight hundred and fifty, and the Twenty-ninth Day of *January* One thousand eight hundred and fifty-one respectively, and the Articles of Agreement of the Tenth Day of *March* One thousand eight hundred and

Indenture,
dated 28th
Dec. 1852.

and

Barker Mill's Estate Act, 1867.

and fifty-two, respectively recited in "*Barker Mill's Estate Act, 1852,*" and in this Act, and the recited Articles of Agreement of the Twenty-ninth Day of *July* One thousand eight hundred and fifty-two, and the recited Agreement of the Twenty-second Day of *September* One thousand eight hundred and fifty-two respectively, being respectively paid by *John Gurney Hoare, William Scott, Henry Wilson,* and *John Sperling,* and of a further Sum of Two thousand Pounds paid by them to Sir *John Barker Mill,* the Life Estate of Sir *John Barker Mill* in such Parts of the Settled Estates as then remained charged with those Principal Sums and Interest (and which did not include "the Mudlands") was assigned unto *John Gurney Hoare, William Scott, Henry Wilson,* and *John Sperling,* for the then Residue of a Term of One hundred Years, determinable with the Life of Sir *John Barker Mill,* created by the Indenture of the Twenty-ninth Day of *January* One thousand eight hundred and fifty-one, and the Remainder or Reversion in Fee of Sir *John Barker Mill* of and in the same Parts of the Settled Estates was granted unto and to the Use of *John Gurney Hoare, William Scott, Henry Wilson,* and *John Sperling,* and their Heirs, by way of Mortgage, for securing Payment to *John Gurney Hoare, William Scott, Henry Wilson,* and *John Sperling* of a Principal Sum, with Interest thereon, and the Term of One thousand eight hundred Years therein which had been created by the Indenture of the Thirteenth Day of *February* One thousand eight hundred and forty, and was vested in *Ralph Barnes,* was assigned unto *Frederick Iltid Nicholl* upon trust for securing Payment of the same Principal Sum and Interest: And whereas by an Indenture dated the Sixth Day of *January* One thousand eight hundred and fifty-three, between Sir *John Barker Mill* of the one Part, and *John Beaumont Swete* and *Henry William Marker* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* of the other Part, Sir *John Barker Mill* demised his Life Estate in Parts of the Settled Estates (which did not include "the Mudlands") unto *John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe,* and *Henry Thomas Ellicombe,* for Ninety-nine Years, if he should so long live, and granted his Remainder or Reversion in Fee of and in the same unto and to the Use of *John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe,* and *Henry Thomas Ellicombe,* their Heirs and Assigns, by way of Mortgage for securing Payment to *John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe,* and *Henry Thomas Ellicombe* of a Principal Sum with Interest thereon: And whereas by an Indenture, dated the Tenth Day of *May* One thousand eight hundred and fifty-five, between Sir *John Barker Mill* of the one Part, and *William Moore* and *Joseph Nankivell Townsend* of the other Part, Sir *John Barker Mill* demised his Life Estate in Parts of the Settled Estates (which did not include "the Mudlands") unto *William Moore* and *Joseph*

Indenture,
dated 6th
Jan. 1853.

Indenture,
dated 10th
May 1855.

[Private.]

3 b

Nankivell

Barker Mill's Estate Act, 1867.

Indenture,
dated 5th
Feb. 1858.

Nankivell Townsend for Ninety-nine Years, if he should so long live, and granted his Remainder or Reversion in Fee of and in the same unto and to the Use of *William Moore* and *Joseph Nankivell Townsend*, their Heirs and Assigns, by way of Mortgage for securing Payment to *William Moore* and *Joseph Nankivell Townsend* of a Principal Sum with Interest thereon: And whereas by an Indenture, dated the Fifth Day of *February* One thousand eight hundred and fifty-eight, between Sir *John Barker Mill* of the one Part, and *James Blatch* of the other Part, Sir *John Barker Mill* demised his Life Estate in Parts of the Settled Estates (which did not include "the Mudlands") unto *James Blatch* for Ninety-nine Years, if Sir *John Barker Mill* should so long live, and granted his Remainder or Reversion in Fee of or in the same unto and to the Use of *James Blatch*, his Heirs and Assigns, by way of Mortgage for securing Payment to

Indenture,
dated 4th
April 1859.

James Blatch of a Principal Sum with Interest thereon: And whereas by Indenture, dated the Fourth Day of *April* One thousand eight hundred and fifty-nine, between Sir *John Barker Mill* of the one Part, and *George Olliver* of the other Part, Sir *John Barker Mill* demised his Life Estate in Parts of the Settled Estates (which did not include "the Mudlands") unto *George Olliver* for Ninety-nine Years, if Sir *John Barker Mill* should so long live, and granted his Remainder or Reversion in Fee of or in the same unto and to the Use of *George Olliver*, his Heirs or Assigns, by way of Mortgage for securing Payment to *George Olliver* of a Principal Sum with Interest thereon: And whereas Sir *John Barker Mill* by his last Will and

Will of Sir
John Barker
Mill, dated
13th Feb.
1860.

Testament in Writing dated the Thirteenth Day of *February* One thousand eight hundred and sixty, and duly executed and attested, gave to Dame *Jane Barker Mill*, now his Widow (therein called his dear Wife, and in this Act called *Lady Mill*), and her Assigns, for and during the Term of her natural Life, all his Freehold, Copyhold, and Leasehold Estates whatsoever, with the same Powers of leasing and renewing Leases and all other Powers incidental to such Estates which he possessed under the Will of Sir *Charles Mill* Baronet, deceased, "*Barker Mill's Estate Act, 1852*," or otherwise, as if the same were repeated therein, and he gave her all such Powers accordingly, and he also gave to her all his Personal Estate, and after her Decease he devised all his Freehold, Copyhold, and Leasehold Estates unto *Marianne* then the Wife of *Frederick Ibbotson* (therein called *Mary Ann Ibbotson*, Daughter of his Cousin Captain *Barker*), and her Heirs and Assigns, and he appointed *Lady Mill* sole Executrix of that his Will, and he declared that all his Real, Copyhold, and Leasehold Estates should be primarily chargeable with the Payment of all Mortgages thereon in entire Exoneration of his Personal Estate: And whereas Sir *John Barker Mill* died on the Twentieth Day of *February* One thousand eight hundred and sixty without having had any Issue, and without having revoked or altered his

recited

Barker Mill's Estate Act, 1867.

recited Will: And whereas on the Twenty-third Day of *March* One thousand eight hundred and sixty the recited Will of Sir *John Barker Mill* was proved by Lady *Mill*, the Executrix thereof, in Her Majesty's Court of Probate, the Principal Registry: And whereas by an Indenture of Settlement, dated the Sixteenth Day of *October* One thousand eight hundred and sixty (in this Act referred to as the Settlement of One thousand eight hundred and sixty), between *Frederick Ibbotson* (in this Act called Mr. *Ibbotson*) and *Marianne* his Wife (in this Act in some Places called Mrs. *Ibbotson*) of the one Part, and the Honourable *Henry Dugdale Curzon* and the Honourable *Ralph Heneage Dutton* of the other Part, (wherein it was recited that there was Issue of the Marriage between Mr. *Ibbotson* and *Marianne* his Wife One Child, *Marianne Ibbotson* (in this Act called Miss *Ibbotson*), then about the Age of Fifteen Years, and no other Child or Issue,) Mr. *Ibbotson* and *Marianne* his Wife granted all the Freehold Estates so devised by the recited Will of Sir *John Barker Mill* unto *Henry Dugdale Curzon* and *Ralph Heneage Dutton*, and their Heirs, subject to the Life Estate of Dame *Selina Mill* in such Parts thereof as belonged to her for her Life, and to the Jointures and other Rentcharges or Annuities to which she was entitled, and to the Annuity of Two hundred Pounds to *Caroline Mary Morshead*, therein called *Caroline Morshead*, and to the several Mortgages specified in the Fifth Schedule to the reciting Indenture (being the recited Indentures of Mortgage of the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two, and the Sixth Day of *January* One thousand eight hundred and fifty-three, and the Tenth Day of *May* One thousand eight hundred and fifty-five, and the Fifth Day of *February* One thousand eight hundred and fifty-eight, and the Fourth Day of *April* One thousand eight hundred and fifty-nine respectively), and to the Estate for Life of Lady *Mill*, and to all the Powers and Privileges to the Life Estates of Dame *Selina Mill* and Lady *Mill* respectively belonging or annexed, to such Uses, upon such Trusts, and for such Estates, and in such Manner as Mr. *Ibbotson* and *Marianne* his Wife should, with or without Power of Revocation, by Deed from Time to Time jointly appoint, and in default of such Appointment to the Use of *Henry Dugdale Curzon* and *Ralph Heneage Dutton*, their Executors, Administrators, and Assigns, during the joint Lives of Mr. *Ibbotson* and *Marianne* his Wife, without Impediment of Waste, upon trust for the sole and separate Use of Mrs. *Ibbotson*, without Anticipation, with Remainder to such Uses as Mrs. *Ibbotson*, if surviving Mr. *Ibbotson* (which did not happen), should appoint, and in default of such Appointment to the Use of Mrs. *Ibbotson* for Life, with Remainder to the Use and Intent that Miss *Ibbotson*, if she should attain Twenty-one, and there should be no other Child of Mr. *Ibbotson* and *Marianne* his Wife then living, should thenceforth receive during the joint Lives of her and Mr. *Ibbotson* a yearly

Rentcharge

Indenture of Settlement, dated 16th Oct. 1860.

Barker Mill's Estate Act, 1867.

Rentcharge of Six hundred Pounds out of the Premises, with Powers of Distress and of Entry, and Perception of Rents and Profits, for Recovery thereof, and with Power for her Executors to appoint a Term of Years in the Premises for raising the Arrears, if any, and subject thereto to the Use of Mr. *Ibbotson* and his Assigns for his Life, without Impeachment of Waste, with Remainder to Uses to arise if he should survive his Wife, and there should be any Child after the making of the Settlement born of Mr. *Ibbotson* and *Marianne* his Wife (but which Uses did not arise, because there was no such after-born Child), but in case there should be no such after-born Child of Mr. *Ibbotson* and *Marianne* his Wife, then to the Use of *Henry Dugdale Curzon* and *Ralph Heneage Dutton* during the Life of Miss *Ibbotson*, without Impeachment of Waste, upon trust for Miss *Ibbotson* for her sole and separate Use, without Anticipation, with Remainder to the Use of the Child, or all or One or more exclusively of the Children, of Miss *Ibbotson*, as she should by Deed appoint, and in default of such Appointment to the Use of all the Children of Miss *Ibbotson*, as Tenants in Common in Tail, with cross Remainders between them as Tenants in Common in Tail, and if all her Children except One should die without Issue, or there should be but One such Child, then to the Use of such One or only Child in Tail, with Remainder to such Uses, upon such Trusts, for such Ends, Intents, and Purposes, and with, under, and subject to such Powers, Provisoos, and Declarations as Miss *Ibbotson*, whether covert or sole, should by Will appoint, and in default of such Appointment to the Use of Miss *Ibbotson*, her Heirs and Assigns; and Mr. *Ibbotson* covenanted that he and Mrs. *Ibbotson*, her Heirs, Executors, and Administrators, would surrender all the Copyhold and Customary Estates devised by the Will of Sir *John Barker Mill* to the Use of *Henry Dugdale Curzon* and *Ralph Heneage Dutton*, their Heirs and Assigns, subject to the Mortgages, Charges, and Incumbrances thereon, and preceding the Estate and Interest of Mrs. *Ibbotson* therein, upon Trusts to correspond as nearly as might be with the Limitations therein-before contained of the Freehold Estates thereby settled; and Mr. *Ibbotson* and *Marianne* his Wife assigned all the Leasehold Hereditaments devised or bequeathed by the Will of Sir *John Barker Mill* unto *Henry Dugdale Curzon* and *Ralph Heneage Dutton*, subject to the Estates, Charges, and Incumbrances affecting the same, and preceding the Interest of Mrs. *Ibbotson* therein, upon Trusts to correspond as nearly as might be with the Limitations therein-before contained of the Freehold Estates thereby settled; and the Settlement contained Powers of Sale and Exchange, and Powers for Tenants for Life and Trustees to grant Rackrent Leases for Twenty-one Years, and Leases for Ninety-nine Years, determinable with Lives of Settled Lands then already so leased, and Leases for any Terms for Building Purposes of all the Settled Lands in the Parishes of *Nursling* and *Milbrook*

Barker Mill's Estate Act, 1867.

Milbrook and *Eling* respectively : And whereas by Indenture, dated the Sixteenth Day of *May* One thousand eight hundred and sixty-one, between *John Gurney Hoare* and *William Scott* and *Henry Wilson* and *John Sperling* of the First Part, *John Beaumont Swete* and *Henry William Marker* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* of the Second Part, *William Moore* and *Joseph Nankivell Townsend* of the Third Part, *James Blatch* of the Fourth Part, *George Olliver* of the Fifth Part, *Lady Mill* of the Sixth Part, *Mr. Ibbotson* and *Marianne* his Wife of the Seventh Part, *Henry Dugdale Curzon* and *Ralph Heneage Dutton* of the Eighth Part, and *Edward Bethell Cox* (who had survived *George Atherley*) of the Ninth Part, "the *Mudlands*," and the Lands specified in Part I. of the Fourth Schedule to this Act annexed (being Part of the Lands in this Act referred to as "*Lord's Wood* and other Lands") and the Lands specified in the Fifth Schedule to this Act annexed (in this Act referred to as "the *Lifeholds*"), and divers other Parts of the Estates devised by the Will of *Sir John Barker Mill*, were granted unto *Henry Dugdale Curzon* and *Ralph Heneage Dutton*, and their Heirs, subject to the Estates, Charges, and Powers affecting the same Premises or any of them, in priority to the recited Indentures of Mortgage of the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two, and the Sixth Day of *January* One thousand eight hundred and fifty-three, and the Tenth Day of *May* (therein by Mistake called the Tenth Day of *November*) One thousand eight hundred and fifty-five, and the Fifth Day of *February* One thousand eight hundred and fifty-eight, and the Fourth Day of *April* One thousand eight hundred and fifty-nine respectively, or any of them, but freed and discharged from those Mortgage Securities respectively, and all Principal Monies and Interest thereby secured, to the Use of *Lady Mill* and her Assigns during her Life, without Impeachment of Waste, and with all such Powers of Leasing and other Powers as were expressed or intended to be given to her by the recited Will of *Sir John Barker Mill*, with Remainder to such Uses, for such Estates, and in such Manner as *Mr. Ibbotson* and *Marianne* his Wife by Deed should from Time to Time jointly appoint, and in default of such Appointment to the Uses of the Settlement of One thousand eight hundred and sixty, and all other the Manors and Hereditaments vested in *John Gurney Hoare*, *William Scott*, *Henry Wilson*, and *John Sperling* by the Indenture of the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two were limited to the Use and Intent therein-after declared and herein-after recited, and subject thereto to the Use of *John Gurney Hoare*, *William Scott*, *Henry Wilson*, and *John Sperling*, their Heirs and Assigns, by way of Restoration of their former Estate, and subject to Redemption under the recited Indenture of the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two, but freed

Indenture,
dated 16th
May 1861.

[Private.]

3 C

and

Barker Mill's Estate Act, 1867.

and discharged from the recited Indentures of the Tenth Day of *May* One thousand eight hundred and fifty-five, and the Fifth Day of *February* One thousand eight hundred and fifty-eight, and the Fourth Day of *April* One thousand eight hundred and fifty-nine respectively, and the Principal Sums and Interest thereby secured; and it was thereby declared that the Grant and Assurance on the Part of *John Gurney Hoare, William Scott, Henry Wilson, and John Sperling*, therein-before contained, should operate and enure, and the Hereditaments should remain and be to the Use and Intent that it should be lawful for *Lady Mill* during her Lifetime to exercise all and every the Powers which by the recited Will of Sir *John Barker Mill* were given to her for her Life, and subject thereto to the Use and Intent that it should be lawful for Mr. *Ibbotson* and *Marianne* his Wife, and the Survivor of them, during their and his or her Lifetime, and after the Death of the Survivor for Miss *Ibbotson*, if she should become entitled for her Life to the same Hereditaments, and be of full Age, during her Life, and also for the Trustees of the Settlement of One thousand eight hundred and sixty, to exercise the Powers of leasing therein contained, as if the same Hereditaments at the Date and Execution of that Settlement had been free from the Mortgage Securities: And whereas by an Indenture indorsed on the recited Indenture of the Sixteenth Day of *May* One thousand eight hundred and sixty-one, and dated the Fifth Day of *September* One thousand eight hundred and sixty-one, between *Selina Ashhurst*, therein described as Widow of *Henry Ashhurst*, her Second Husband, deceased, then formerly Dame *Selina Mill*, Widow of Sir *Charles Mill*, deceased, (and therein-after called Dame *Selina Mill*,) of the First Part, *Caroline Mary Morshead* (in Sir *Charles Mill's* Will and "*Barker Mill's* Estate Act, 1852," and other Documents relating to the Title, called *Caroline Morshead*,) of the Second Part, *Henry Dugdale Curzon* and *Edward Bethell Cox* of the Third Part, *John Beaumont Swete* and *Henry William Marker* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* of the Fourth Part, *Lady Mill* of the Fifth Part, and Mr. *Ibbotson* and *Marianne* his Wife of the Sixth Part, "the Mudlands" and other Hereditaments comprised in the recited Indenture of the Sixteenth Day of *May* One thousand eight hundred and sixty-one were released from Dame *Selina Mill's* Jointure Rent-charges of Five hundred Pounds and Five hundred Pounds, and her Annuity of One thousand Pounds under the Will of Sir *Charles Mill*, and from *Caroline Mary Morshead's* Annuity of Two hundred Pounds under that Will: And whereas by an Indenture, also dated the Fifth Day of *September* One thousand eight hundred and sixty-one, between *John Gurney Hoare* and *William Scott* and *Henry Wilson* and *John Sperling* of the First Part, *Frederick Iltid Nicholl* of the Second Part, *Lady Mill* of the Third Part, Mr. *Ibbotson* and *Marianne* his Wife of the Fourth Part, *Henry Dugdale Curzon* and *Edward*

Indenture,
dated 5th
Sept. 1861.

Indenture,
dated 5th
Sept. 1861.

Barker Mill's Estate Act, 1867.

Edward Bethell Cox of the Fifth Part, and *William Stead* of the Sixth Part, the Manors and other Hereditaments comprised in the recited Indenture of the Twenty-eighth Day of *December* One thousand eight hundred and fifty-two, and not by the recited Indenture of the Sixteenth Day of *May* One thousand eight hundred and sixty-one released from the same Mortgage, were transferred and assured to *Henry Dugdale Curzon* and *Edward Bethell Cox*, their Heirs and Assigns, by way of Transfer of Mortgage and otherwise for securing a Principal Sum with Interest thereon, and the Term of One thousand eight hundred Years therein was assigned to *William Stead* upon Trust for securing Payment thereof: And whereas by Deed Poll dated the Seventeenth Day of *December* One thousand eight hundred and sixty-two, under the Hands and Seals of Mr. *Ibbotson* and *Marianne* his Wife, they appointed that (subject to any future Appointment by them) the Estates comprised in the Settlement of One thousand eight hundred and sixty should remain and be subject to the joint Appointment of Mr. *Ibbotson* and *Marianne* his Wife, as if the reciting Deed Poll had not been made or executed, and so subject that it should be lawful for Mr. *Ibbotson*, after the Decease of Mrs. *Ibbotson*, by Sale of all or any Part of the Estates comprised in the Settlement of One thousand eight hundred and sixty, and either during the Lifetime of Lady *Mill* or after her Decease, to raise not exceeding Twenty thousand Pounds above the Expenses of the Sales and Sums paid out of the Purchase Money in or towards the Discharge of any Mortgages on the Premises sold, and the Trusts of the Monies so raised were thereby declared, as to any Excess above Twenty thousand Pounds, that the same should be paid to the Trustees of the Settlement of One thousand eight hundred and sixty, as if the same had been Monies arising under the Power of Sale contained in that Settlement; and as to the Sum raised, not exceeding Twenty thousand Pounds, or otherwise Twenty thousand Pounds, Residue of the Sum raised, upon Trusts as to not exceeding Fifteen thousand Pounds, Part thereof, for the Benefit of Miss *Ibbotson*, and as to the Residue thereof that the same should be applied for the Improvement of all or any of the Hereditaments subject to that Settlement in such Manner as Mr. *Ibbotson* should think fit, and as to any ultimate Residue thereof that the same should be paid to the Trustees of that Settlement as if the same had been Monies raised under that Power of Sale: And whereas by an Indenture, dated the Thirty-first Day of *July* One thousand eight hundred and sixty-five, between the General Land Drainage and Improvement Company of the one Part and Lady *Mill* of the other Part, divers Parts of the Estates comprised in the Settlement of One thousand eight hundred and sixty are provisionally charged with divers Sums of Money therein mentioned, and by an absolute Order of the Inclosure Commissioners for *England* and *Wales* Portions of the same are absolutely charged in favour of the Company with a Rentscharge of Three hundred and ten

Deed Poll,
dated 17th
Dec. 1862.

Indenture,
dated 31st
July 1865.

Barker Mill's Estate Act, 1867.

Indenture,
dated 23d
April 1866.

ten Pounds Four Shillings and Twopence in respect of divers Improvements thereof, which Rentcharge was, by Deed dated the Thirteenth Day of *June* One thousand eight hundred and sixty-six, assigned by the General Land Drainage Company to *Francis Henry Mitchell, David Salomons M.P., George Frederick Pollock,* and *James Ewing Mathieson,* as Trustees for the *London Life Association*: And whereas by an Indenture, dated the Twenty-third Day of *April* One thousand eight hundred and sixty-six, between *John Beaumont Swete* and *Charles Grene Ellicombe* and *Henry Thomas Ellicombe* (who had survived *Henry William Marker*) of the First Part, *Lady Mill* of the Second Part, *Mr. Ibbotson* (who had survived *Mrs. Ibbotson*) of the Third Part, and *Charles Turner* and *Ann Howard* and *John Janson Howard* of the Fourth Part, the Mortgage Security effected by the recited Indenture of the Sixth Day of *January* One thousand eight hundred and fifty-three, and the Hereditaments thereby mortgaged, (except so much thereof as had been released by the recited Indenture of the Sixteenth Day of *May* One thousand eight hundred and sixty-one,) were transferred to *Charles Turner* and *Ann Howard* and *John Janson Howard*, their Heirs and Assigns: And whereas *Mrs. Peacock Yate*, One of the Annuitants under the Will of *Sir Charles Mill*, died in the Year One thousand eight hundred and fifty-five: And whereas *George Atherley*, One of the Trustees under the Will of *Sir Charles Mill*, died in the Year One thousand eight hundred and fifty-six: And whereas *Dame Selina Mill* died in the Year One thousand eight hundred and sixty-two: And whereas *Mrs. Ibbotson* died in the Year One thousand eight hundred and sixty-three: And whereas *Mr. Ibbotson* and *Marianne* his Wife never had any Child besides *Miss Ibbotson*: And whereas *Miss Ibbotson* has attained the Age of Twenty-one Years and is a Spinster: And whereas *Henry William Marker* died in the Year One thousand eight hundred and sixty-five: And whereas, after the passing of "*Barker Mill's Estate Act, 1852,*" and during the Life of *Sir John Barker Mill*, Parts of the Estates specified in the First Schedule to that Act annexed were sold and disposed of: And whereas since the Death of *Sir John Barker Mill* other Parts of those Estates have been sold and disposed of: And whereas *Lady Mill* is now Tenant for Life in Possession of the Estates now subject to the Limitations of the Settlement of One thousand eight hundred and sixty, with Remainder to *Mr. Ibbotson* for his Life, with Remainder to *Miss Ibbotson* for her Life, with Remainders to her Issue in Tail, and with the ultimate Remainder to her in Fee: And whereas the several Mortgages and Incumbrances (exclusive of Leases and Agreements for Leases and Tenancies) now affecting those Estates or Parts thereof are the following; that is to say,

(a.) The absolutely and provisionally charged Rentcharges for Improvements:

(b.) *Caroline*

Barker Mill's Estate Act, 1867.

Possession, by the Trustees of that Will, should be continued in force, with such Amendments thereof as are made by this Act, and should be exerciseable, not only by Lady *Mill*, in accordance with the Intention of Sir *John Barker Mill's* Will, during her Life, but also after Lady *Mill's* Decease by Mr. *Ibbotson* and Miss *Ibbotson*, and the Trustees of the Settlement of One thousand eight hundred and sixty respectively, as by this Act provided: And whereas it would be for the Benefit of Lady *Mill* and the other Persons now and to become entitled to the Settled Estates that the Powers of this Act for granting Leases for Building Purposes should comprise not only Parts of the Building Lands specified in the Second Schedule to "*Barker Mill's* Estate Act, 1852," annexed, and which are specified in Part I. of the Third Schedule to this Act annexed, but also so much of the Mudlands as is specified in Part II. of that Schedule, and also that the further Powers by this Act granted with respect to Building Leases should comprise so much of the Building Lands as is specified in Part I. of the Fourth Schedule to this Act annexed, and also so much of the Mudlands as is specified in Part II. of that Schedule: And whereas Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson* are desirous, and it would be for the Benefit of the Persons now and to become entitled in Remainder, after the Decease of Lady *Mill*, to the Settled Estates, that Mr. *Ibbotson* should be authorized to raise in whole or in part, by Mortgage of the Settled Estates or Parts thereof, instead of only by Sale, the Twenty thousand Pounds which, under the recited Deed Poll, he has Power to raise, partly for the Benefit of Miss *Ibbotson* and partly for the Improvement of the Settled Estates, and to apply as by this Act provided the Monies so raised for Improvements: And whereas in order to the more advantageous leasing of the Building Lands it is essential that Roads and Sewers be made in the same, and it would be to the Benefit of Lady *Mill* and the other Persons now and to become entitled to the Settled Estates that the Trustees of this Act should be authorized to raise on the Security of the Settled Estates a further Sum to be applied for making the requisite Roads and Sewers, and for the other Purposes in that Behalf provided by this Act: And whereas the several Lands which are specified in the Fifth Schedule to this Act annexed are Parts of the Settled Estates which are held on Leases for Lives and for Years determinable with Lives, and on Copyhold or Customary Grants for Lives, and those Lands are in this Act referred to as "the Lifeholds:" And whereas Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson* are desirous that the Building Lands and the Lifeholds, or any of them, be, if and when thought fit, comprised in the Securities for Monies to be raised under this Act: And whereas Lady *Mill* is entitled for her own Benefit to the Fines payable during her Life for the Renewal of Leases for Lives and for Years determinable on Lives, and of Copyhold or Customary Grants for Lives, of Part of the

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the Settled Estates, and Mr. *Ibbotson* and Miss *Ibbotson* are desirous, and it would be for the Benefit of the Persons entitled in Remainder after Lady *Mill's* Life Estate, that Provision should be made for the Payment to Lady *Mill* by way of Compensation to her for the Non-renewal of any of those Leases or Grants of Sums equal to the Fines to which she would be entitled for the Renewal thereof: And whereas several Pieces of Land then Part of the Estates comprised in the Settlement of One thousand eight hundred and sixty were some Time since taken by the *London and South-western* Railway Company, and they paid for the same, besides Compensation to Lifeholders, Sums amounting to Four thousand four hundred and twenty-five Pounds, which have been applied for the general Improvement of Parts of the Settled Estates (those Improvements being Improvements which it is not obligatory on a Tenant for Life without Impeachment for Waste to make and which were greatly needed), and it is expedient that that Application thereof be confirmed: And whereas Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson* are desirous that Provision be made for the granting of Parts of the Settled Estates as Sites for Churches and Churchyards and Parsonage Houses and Schools: And whereas Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson* are desirous that the several other Powers and Provisions by this Act made and granted be granted and made: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject Dame *Jane Barker Mill* doth 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, as follows; that is to say,

1. This Act may for all Purposes be cited as "*Barker Mill's Estate Act, 1867,*" and "*Barker Mill's Estate Act, 1852,*" and this Act may for all Purposes be cited together as "*Barker Mill's Estate Acts, 1852 and 1867.*"

Short Titles.

2. In this Act the Word and Expressions following have the Meanings following; (that is to say,)

The Word "Lands" means and includes all Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever, and all Estates, Terms, Parts, Shares, Easements, and Interests whatsoever of and in all Manors, Messuages, Lands, Tenements, and Hereditaments whatsoever:

Interpretation of Terms.

The Expression "the Trustees" means and includes the Honourable *Henry Dugdale Curzon* and the Honourable *Ralph Heneage Dutton*, and the Survivor of them, and other the Persons and Person who, under the Settlement of One thousand eight

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eight hundred and sixty, is and are from Time to Time the Trustees and Trustee thereof:

The Expression "the Settled Estates" means and includes the Lands specified in the First Schedule to this Act annexed, and from Time to Time not sold or exchanged and disposed of, and all Lands from Time to Time purchased and taken in Exchange, in accordance with the Settlement of One thousand eight hundred and sixty and this Act respectively, and settled to the Uses and upon the Trusts from Time to Time in force or capable of taking effect under Sir *John Barker Mill's* Will and the Settlement of One thousand eight hundred and sixty respectively:

The Expression "the Mudlands" means and includes such Parts of the Settled Estates as are specified in the Second Schedule to this Act annexed, and from Time to Time are not sold or exchanged or disposed of:

The Expression "the Building Lands" means and includes such Parts of the Settled Estates as are specified in the Third Schedule to this Act annexed, and from Time to Time are not sold or exchanged and disposed of:

The Expression "*Lord's Wood* and other Lands" means and includes such Parts of the Building Lands as are specified in the Fourth Schedule to this Act annexed, and from Time to Time are not sold or exchanged and disposed of:

The Expression "Building Purposes" means and includes the several Purposes of building, rebuilding, repairing, or otherwise improving for which Leases are by this Act authorized to be made:

The Expression "the Donee of the Power" means and includes *Lady Mill* when she is not under any Incapacity (Coverture not being deemed an Incapacity), and the Trustees if and when she is under any Incapacity, and after her Decease *Mr. Ibbotson* when he is not under any Incapacity, and the Trustees if and when he is under any Incapacity, and after his Decease *Miss Ibbotson* when she is not under any Incapacity (Coverture not being deemed an Incapacity), and the Trustees if and when she is under any Incapacity, and after her Decease the Trustees during the Minority or any other Incapacity of the Person, if any, or of all or any of the several Persons, if any, who then, under the Limitations of the Settlement of One thousand eight hundred and sixty, are or is entitled as Tenant or Tenants in Tail by Purchase in Possession, with the Consent of the Guardian or Committee of every such Person; but where in this Act a Power is given expressly to the Trustees, there the Power shall be exerciseable by the Trustees with the Consent of *Lady Mill* and *Mr. Ibbotson* and *Miss Ibbotson*, or the
Survivors

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Survivors or Survivor of them, or such of them as are or is free from Incapacity :

The Expression "the Reversioner" means and includes the Person from Time to Time entitled to the Rent reserved, or to the Reversion immediately expectant on the Term granted by any Lease made under this Act.

3. The several Words and Expressions to which by this Act Meanings are assigned, and which occur in the several Sections of "*Barker Mill's Estate Act, 1852*," which by this Act are continued in force, have in those Sections respectively for the Purposes of this Act the Meanings assigned to them by this Act, and not any other Meanings assigned to them by "*Barker Mill's Estate Act, 1852*."

Same Meanings to Words in this Act and also in 15 & 16 Vict. c. 18.

4. Subject to the Provisions of this Act, the several Sections of "*Barker Mill's Estate Act, 1852*," following, that is to say, Sections 5 to 9, and 11 to 45, and 47 to 49, and 51 to 55, all inclusive, and 67 and 68, are by this Act and for the Purposes of this Act continued in force; provided that for the Purposes of this Act, where in any of those Sections the Will of Sir *Charles Mill* is referred to, the Settlement of One thousand eight hundred and sixty shall be deemed to be referred to, and where in any of those Sections "*Barker Mill's Estate Act, 1852*," is referred to, this Act shall be deemed to be referred to.

Certain Sections of 15 & 16 Vict. c. 18. continued in force.

5. The several Powers created by the several Sections of "*Barker Mill's Estate Act, 1852*," by this Act continued in force, and which, if Sir *John Barker Mill* had left a Son entitled under the Limitations of Sir *Charles Mill's* Will as Tenant in Tail by Purchase in Possession, would during the Minority or other Incapacity of that Son be exercised by the Trustees under "*Barker Mill's Estate Act, 1852*," and the several Provisions of those Sections respectively, shall, notwithstanding the Decease of Sir *John Barker Mill* without Issue, continue and be in full Force, and those Powers shall from Time to Time be exerciseable under this Act by the Donee of the Power.

Powers exerciseable under those Sections.

6. The Donee of the Power from Time to Time may lease the Mudlands or any Part thereof for any Purposes, and on any Terms and Conditions, for any Term not exceeding Ninety-nine Years, with all such Rights (if any) in, over, or affecting the same as would belong to the said Donee at the Time of the passing of this Act, if he were entitled thereto as beneficial Owner in Fee Simple of the same; provided that the Rent reserved by the Lease shall be incident to the immediate Reversion; provided also, that this Section shall not restrict the Operation of any of the other Leasing Powers of this Act.

General Power to lease Mudlands.

[Private.]

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Building
Leases of
Lord's Wood
and other
Lands.

7. For insuring the Erection of Villa Residences on and otherwise improving *Lord's Wood* and other Lands the Donee of the Power may grant Leases of any Parts of *Lord's Wood* and other Lands of such Extent, and on such Terms and Conditions, for Building Purposes, or as Accommodation Lands or Ornamental Pleasure Grounds in connexion with Villa Residences, as the Donee of the Power thinks expedient; and

- (a.) Either with or without Obligation or Liberty to build thereafter any Villa Residence or Residences thereon, or to make any other Improvement thereof for that Purpose; and
- (b.) With Restrictions against the erecting at any Time thereon of any Cottages or other Buildings of small Value, other than Lodges, Gardeners Cottages, or other Buildings connected with the Occupation or Enjoyment of the demised Premises for the Purposes of a Villa Residence; and
- (c.) With Restrictions against the User of any Building at any Time erected thereon in any Manner injurious or offensive to any other Parts of the Settled Estates, or the Owners or Occupiers thereof;
- (d.) So as the yearly Rents reserved by those Leases respectively, and to become payable (in accordance with Section Nineteen of "*Barker Mill's Estate Act, 1852*"), not exceeding Two Years and a Half after the Day of the Date of the Lease, be (in accordance with Section Twenty of that Act) the best and most beneficial yearly Rents which can at the Time of the making or granting of the respective Leases, or the Contracts for the same, and considering the Nature and Circumstances of the respective Cases, be reasonably had for the same, and be made payable half-yearly or more often.

Contingent
Rents in
Leases of
Lord's Wood
and other
Lands.

8. Provided, That in any Case in which any such Lease is granted with any such Obligation or Liberty to build thereafter any Villa Residence or Residences on the Land thereby leased, in addition to the Villa Residence or Residences in respect of which the original yearly Rent thereby reserved is payable, then, in addition to the original yearly Rent so reserved for any One or more Villa Residences, and to become payable not later than the Two Years and a Half, there shall also be reserved any such additional yearly Rent, to become payable only in the event of any such additional Villa Residence or Residences being thereafter built, and to be charged on and issuing out of the same, as is the best and most beneficial additional yearly Rent which can at the Time of the making or granting of the Lease or the Contract for the same be reasonably obtained, and shall be made payable half-yearly or more often, from a Time not later than the Time when the respective additional Villa Residence is fit for Habitation

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Habitation and Use; and in addition to or instead of that additional yearly Rent there may be reserved any yearly Rent proportioned to any Increase of the yearly Income or yearly Value of the Premises held under the Lease, and that other yearly Rent may be made payable from and after any Time agreed on and specified in the Lease, and may be fixed or may increase from Time to Time.

9. Where under Section Twenty-one of "*Barker Mill's Estate Act, 1852*," Liberty to manufacture Bricks, Tiles, and other Materials is granted, then, in addition to any certain or contingent Rent reserved by the Lease granting the Liberty, there may be reserved, if the Donee of the Power thinks it expedient, any Royalty for any Bricks, Tiles, or other Materials manufactured on the Land demised by the Lease, and every such Royalty shall be the best and most beneficial which can at the Time of the making or granting of the Lease, or the Contract for the same, and considering the Nature and Circumstances of the Case, be reasonably had for the same, and shall be made payable for every Year in which any Bricks, Tiles, and Materials in respect of which it is reserved are made; provided that the Donee of the Power shall not grant the Liberty of burning any Bricks, Tiles, or other Materials where the burning might cause a Nuisance to the Owner or Occupier of any House already or hereafter erected on any Part of the Settled Estates.

Royalty for Bricks, &c. made by Lessees.

10. Where any Lease granted under this Act is granted in consideration, in whole or in part, of a Fine, or any Rent reserved by any Lease granted under this Act consists of or represents any Share of any Fine for a Sublease, or any Share of any Purchase Money or other Money, being Capital, and not Income, the Fine, or, as the Case happens, so much of the Rent as represents that Share shall be paid to the Trustees, and shall be applicable by them for any of the Purposes for which Monies borrowed by them under this Act are from Time to Time applicable.

Fines for Leases to be paid to Trustees.

11. Mr. *Ibbotson* from Time to Time may borrow at Interest on the Security of a Mortgage, with or without Power of Sale, of all or any Parts of the Settled Estates, all or any Parts of the Twenty thousand Pounds which by the recited Deed Poll he is authorized to raise by Sale of all or any Part of the Settled Estates, and may concur in Transfers of the Mortgages for securing the same, and may execute and do all such Deeds and Things as he thinks reasonable for those Purposes; or, if Mr. *Ibbotson* so think fit, he from Time to Time may charge all or any Parts of the Settled Estates with any perpetual yearly Rentcharges, not exceeding in the whole Six hundred Pounds a Year, to be applied for any of the Purposes for which under the

Power for Mr. Ibbotson to borrow on Mortgage instead of raising by Sale 20,000*l.* to be raised under Deed Poll.

recited

Barker Mill's Estate Act, 1867.

recited Deed Poll he may apply not exceeding Fifteen thousand Pounds, Part of the Twenty thousand Pounds, and may make such Provision for securing the Payment of the yearly Rentcharges as he thinks fit; provided that, except with the Consent of Lady *Mill*, any such Mortgage or Charge shall not include or affect Lady *Mill's* Life Estate in the Premises mortgaged or charged; provided also, that in respect of every such yearly Rentcharge Mr. *Ibbotson's* Power of raising the Twenty thousand Pounds shall be reduced at the Rate of One hundred Pounds for every Four Pounds of yearly Rentcharge so charged; provided also, that if Mr. *Ibbotson* raise by Sale or Mortgage any Part of the Twenty thousand Pounds for any of the Purposes for which under the recited Deed Poll he may apply not exceeding Fifteen thousand Pounds, Part thereof, his Power of charging the yearly Rentcharges shall be reduced at the Rate of Four Pounds of yearly Rentcharge for every One hundred Pounds so raised.

Improvements for which Money raised by Mr. *Ibbotson* is applicable.

12. The Improvements of the Settled Estates for which the Monies from Time to Time raised by Mr. *Ibbotson* under the recited Deed Poll and this Act, or either of them, are applicable, comprise the several Improvements of the Settled Estates and any Parts thereof which are by this Act authorized.

Power for Trustees to borrow on Mortgage 30,000*l.* for Purposes of Act.

13. The Trustees, with the Consent of Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson*, or the Survivors or Survivor of them, from Time to Time may borrow at Interest on the Security of a Mortgage in Fee, with or without Power of Sale, and with or without a Provision for the Repayment thereof by Twenty-five equal annual Instalments, of all or any Parts of the Settled Estates, such Monies not exceeding in the whole Thirty thousand Pounds, as they think it expedient so to borrow for any of the Purposes in that Behalf of this Act, and may concur in Transfers of the Mortgages for securing the same, and may execute and do all such Deeds and Things as they think reasonable for those Purposes; provided, that if a Mortgage shall not contain a Provision for the Repayment of the Money thereby secured by Twenty-five equal annual Instalments the Trustees shall, prior to the Execution thereof, cause an Assurance or Assurances to be effected in their Names on the Life of Mr. *Ibbotson*, or the Lives of Mr. and Miss *Ibbotson*, or the Life of the Survivor of them, for the Sum to be borrowed by such Mortgage, and at least One Half Year's Interest thereon, and with Security to their Satisfaction for the Payment of the Premium, Duty, and Expenses payable for keeping the Assurance on foot; provided also, that no Mortgagee shall be concerned to see that any such Assurance is effected or kept on foot, or that any such Security is given, or be prejudiced by the same not being effected or kept on foot or given.

14. The

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14. The Money secured by such Assurances shall be applied as soon as may be after the Receipt thereof by the Trustees in Payment of the Monies borrowed under the Powers of this Act, and until such Payment shall be invested in the Manner authorized with respect to interim Investments by the Settlement of One thousand eight hundred and sixty.

Application
of Proceeds
of Assur-
ances.

15. Where under this Act any Money is borrowed on Mortgage, or any now existing or future Mortgage on all or any Part of the Settled Estates is transferred, the Mortgage may be in One Sum or several Sums, and may include all or any Part of the Settled Estates, and the Transfer of any existing or future Mortgage may be for the whole or any Part of the Money secured by the Mortgage, and may be charged on all or any Part of the Estates comprised in such Mortgage, or on any Part or Parts of the Settled Estates, and the Costs and Expenses of and incident to the raising and securing of the Money and the transferring of the Mortgage respectively may likewise be raised, or be added to the Principal Money secured, and bear Interest therewith.

Costs of
Mortgages
and Trans-
fers.

16. The Person who from Time to Time is Tenant in Possession of the mortgaged Premises shall pay the Interest on and the yearly Instalments, if any, of the Mortgage Debt which become due and payable during the Continuance of his Estate; and if any Interest or Instalment which ought to be so paid by him, or any Part thereof, be paid by or recovered at the Expense of any Person entitled in remainder after such Estate, then the Amount thereof shall be a Debt due to him from the Person by whom the same ought to have been paid, and may be recovered from him or his Representatives accordingly.

Interest and
Instalments
of Debt to
be kept down
by Tenant
for Life in
Possession.

17. Any Monies borrowed by the Trustees on Mortgage under this Act shall from Time to Time be applied by the Trustees as follows; that is to say,

Application
of Monies
borrowed by
Trustees.

(a.) In Payment of the Expenses of and incident to the borrowing and securing of the Monies so borrowed:

(b.) In Payment of the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act:

(c.) In Payment of the Lessors Costs, Charges, and Expenses of and incident to the applying for and obtaining of all such Authority for dealing with all or any Part of the Mudlands under any Lease or Contract for a Lease made under this Act as the Donee of the Power if entitled to the Mudlands as beneficial Owner in Fee Simple of the same could not confer on the Lessee:

[Private.]

3 f

(d.) In

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- (d.) In Payment of the Lessors Expenses of and incident to the putting of any Lessee under this Act into complete Possession of the Mudlands leased or agreed to be leased under this Act, and the carrying into effect of any Lease or Contract for a Lease under this Act of all or any Part of the Mudlands :
- (e.) Or if it be so agreed by any such Lease or Contract that all or any Part of the Costs, Charges, and Expenses (b.), (c.), and (d.) shall be eventually paid by the Lessees, then in lending to the Lessees, at Interest on Mortgage of their Interest under the Lease, all or any Part of the Amount thereof :
- (f.) In Payment of the Expenses of Negotiations before the present Year One thousand eight hundred and sixty-seven for the leasing of the Mudlands :
- (g.) In lending at Interest to any Lessees under this Act of all or any Part of the Mudlands, on Mortgage of their Interest under the Lease, of any Sums not exceeding in the whole Fifteen thousand Pounds :
- (h.) In contributing towards the building of a Church and Parsonage House and Schools, or any of them, on or near to the Building Lands :
- (i.) In Payment of the Expenditure in and about the redeeming of the Land Tax and Tithe Rentcharge on the Building Lands or any Part thereof :
- (j.) In or towards making or contributing to the Expenses of making any Roads (including Roads now making), Ways, Sewers, Drains, Watercourses, and other Conveniences in and on and in connexion with any Parts of the Settled Estates, and of making a Survey and Map of such Parts of the Settled Estates as are in the Parishes of *Milbrook* and *Nursling* and *Kingsombourne* and *Longstock* respectively :
- (k.) Otherwise for the Improvement of the Settled Estates, including Improvements now making, and for any other Purposes of this Act :

Provided, that the Persons advancing Money on Mortgage to the Trustees shall not be concerned to see to the Application thereof, or be prejudiced by the Nonapplication or Misapplication thereof: Provided also, that the total Amount applied in accordance with this Section shall not exceed Thirty thousand Pounds in addition to the Expenses of and incident to the borrowing and securing of the Monies so borrowed on Mortgage, and the Expenses of and incident to the Transfer of any Mortgage, or to the receiving of the other Monies.

Application
of Sums in
gross.

18. The Trustees may, for any of the Purposes for which they are authorized by the last preceding Section to apply borrowed Monies, apply

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apply any other Sums of Money in gross from Time to Time received by them under this Act, but not exceeding in the whole, including any borrowed Monies, Thirty thousand Pounds: Provided, that all other Sums so applied shall be repaid by Twenty-five equal yearly Instalments by the Person or Persons from Time to Time entitled to the Rents and Profits of the Settled Estates, or by means of Assurance as provided by this Act with respect to Money borrowed.

19. All Sums of Money in gross from Time to Time payable under this Act to the Trustees, and the Application whereof is not by this Act otherwise prescribed, shall from Time to Time be invested, applied, and disposed of in accordance with the Powers and Provisions of the Settlement of One thousand eight hundred and sixty, with respect to Monies raised by the Exercise of the Powers of Sale and Exchange thereby created; but so that where any such Sum in gross is received during the Lifetime of Lady *Mill*, and at the Expense in part of her Life Estate, she shall be entitled during her Lifetime to the Income arising from the same or the Investment thereof, and her Consent in Writing in addition to any other Consent shall be requisite for the Investment, Application, or Disposal thereof.

Application of other Monies received by Trustees.

20. The Application for the Improvement of the Settled Estates of the Four thousand four hundred and twenty-five Pounds paid by the *London and South-western Railway Company* for the Pieces of Land taken by them is by this Act confirmed.

Confirmation of Application of 4,425*l.* for Improvement of Settled Estates.

21. After the Death of the Survivor of Lady *Mill* and Mr. *Ibbotson* and Miss *Ibbotson*, and during the Minority or any other Incapacity of the Person, if any, who from Time to Time is under the Limitations of the Settlement of One thousand eight hundred and sixty entitled as Tenant in Tail by Purchase in Possession, and with the Consent of the Guardian or Committee of that Person, the Trustees from Time to Time may apply any Part not exceeding in any One Year One equal Third Part of the net yearly Income arising from the Settled Estates, and to which that Person is entitled on any Improvements of the Settled Estates, which the Trustees think advantageous.

Expenditure on Improvements after the Death of Survivor of Lady *Mill* and Mr. and Miss *Ibbotson*.

22. All Lands from Time to Time purchased, taken in exchange, or otherwise acquired under the Powers of this Act shall, on or forthwith after the Acquisition thereof, be settled to the Uses and upon the Trusts from Time to Time in force or capable of taking effect by the Will of Sir *John Barker Mill* and the Settlement of One thousand eight hundred and sixty respectively limited and declared of the Settled Estates, or as near thereto as Circumstances admit, and for the

Lands, &c. so purchased, &c. to be settled and deemed Parts of Settled Estates.

Barker Mill's Estate Act, 1867.

the Purposes of this Act shall become Parts of the Settled Estates, but not so as to multiply or increase Charges: Provided, that any particular Estates or Interests so acquired in any Lands then being Parts of the Settled Estates may, if the Trustees think it expedient, be merged in the Freehold and Inheritance of those Lands.

Power to grant Lands for Churches, Churchyards, Parsonages, and Schools.

23. The Donee of the Power may grant, free from all Charges and Incumbrances whatsoever, any Parts of the Settled Estates as Sites for Churches, Churchyards, Parsonage Houses, and National or Parochial Schools, and may convey the same upon such Trusts for securing the User and Enjoyment of the same accordingly as are thought expedient: Provided, that there shall not be so granted in any One Parish or Ecclesiastical District more than Half an Acre for a Church, or more than One Acre for a Churchyard, or more than Two Acres for a Parsonage House, or more than One Acre for a School.

Mottisfont Abbey, &c. not to be mortgaged, sold, or exchanged.

24. Provided, That there shall not be made under this Act any Mortgage, Sale, or Exchange of *Mottisfont Abbey* and the other Lands, Parts of the Settled Estates, which are specified in the Sixth Schedule to this Act annexed, or any Part thereof; but this shall not prevent any Grant being made under this Act of any Part of those Lands for a Church or a Churchyard, or a Parsonage House or a School.

Payment to Lady Mill for not renewing Lifeholds.

25. The Trustees or Mr. *Ibbotson* from Time to Time may pay to Lady *Mill*, by way of Compensation to her for her not renewing any Lease for a Life or Lives, or for Years determinable on a Life or Lives, or any Copyhold or Customary Grant for a Life or Lives, a Sum equal in Amount to the Fine which she would then be entitled to receive for her own Benefit if she then renewed the Lease or Grant, and the same or any Part thereof may be paid out of any Monies raised or received under this Act by the Trustees, or raised or received by Mr. *Ibbotson* under the recited Deed Poll and this Act, or either of them.

Saving Powers under Settlement of 1860 and Deed Poll,

26. Provided, That this Act shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities created by the Settlement of One thousand eight hundred and sixty or the recited Deed Poll, except only so far as the same respectively are by the Exercise of any of the Powers of this Act defeated or affected.

Exercise during Lady Mill's Life of Powers of Settlement of 1860 and Deed Poll.

27. Any Powers created by the Settlement of One thousand eight hundred and sixty and the recited Deed Poll respectively may, with the Consent in Writing of Lady *Mill*, be exercised during her Lifetime as if the Power had originally been paramount to her Life Estate, and exerciseable during her Life with her Consent in Writing.

28. Saving

Barker Mill's Estate Act, 1867.

28. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the several Persons who by this Act are expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Settled Estates, or the Proceeds thereof or any Part thereof, as they or any of them had before the passing of this Act, or would, could, or might have or enjoy if this Act were not passed.

General Saving.

29. The several Persons following, and their respective Executors, Administrators, and Assigns, are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; that is to say,

Persons bound by Act.

(a.) *Lady Mill* :

(b.) *Mr. Ibbotson* :

(c.) *Miss Ibbotson* and her Heirs :

(d.) Every Child of *Miss Ibbotson* and the Heirs of that Child :

(e.) Every Child of *Miss Ibbotson* and the Heirs of the Body of that Child :

(f.) *Caroline Mary Morshead* :

(g.) The Honourable *Henry Dugdale Curzon* and the Honourable *Ralph Heneage Dutton* in their Capacity of Trustees only, and their Heirs :

(h.) The General Land Drainage and Improvement Company :

(i.) The Honourable *Henry Dugdale Curzon* and *Edward Bethell Cox* in their Capacity of Mortgagees or Incumbrancers only, and their Heirs :

(j.) *William Stead* in his Capacity of a Trustee only :

(k.) All and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, or Demand at Law or in Equity of, in, to, or out of the Settled Estates, or the Proceeds thereof or any Part thereof, hath been devised or limited or hath descended or devolved or shall descend or devolve under or by virtue of the recited Will of *Sir John Barker Mill*, and the several Indentures, Instruments, Acts, Events, and Things respectively herein-before recited, or any of them, and their Heirs: Provided that the *London Life Association* and their Trustees, and *Charles Turner* and *Ann Howard* and *John Janson Howard*, are not excepted from but are within the General Saving in this Act contained, and accordingly are not bound by this Act.

30. And whereas the said *Edward Bethell Cox* is abroad, and his Consent to this Act has not been proved: Therefore this Act shall not be of any Effect as against the said *Edward Bethell Cox*, or his Heirs, Executors,

As to Consent of Edward Bethell Cox.

[Private.]

Barker Mill's Estate Act, 1867.

Executors, or Administrators, unless and until his or their Consent shall be signified by Writing under his or their Hand or Hands, attested by at least One Witness; and such Writing shall be enrolled in Her Majesty's High Court of Chancery in *England* within Three Years from the passing of this Act, and after the Enrolment of such Consent the same shall be deemed Part of this Act, and shall be as binding and conclusive upon the said *Edward Bethell Cox*, or his Heirs, Executors, or Administrators, as if such Consent had been obtained and proved before the passing of this Act, and such Consent may be given in the Form or to the Effect following; (to wit,)

‘ I *Edward Bethell Cox* (or I _____ the Heir, or the
‘ Executor or Administrator of *Edward Bethell Cox*, or we
‘ _____ the Heirs, or the Executors or the Administrators,
‘ of *Edward Bethell Cox*, as the Case may be,) do hereby consent to
‘ “*Barker Mill's Estate Act, 1867.*”

Act as printed by Queen's Printers to be Evidence. **31.** 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.

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The

Barker Mill's Estate Act, 1867.

The SCHEDULES to which the foregoing Act refers,

THE FIRST SCHEDULE.

Manor of Mottisfont in the Parish of Mottisfont, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
William Carter	Mount Farm and Part of Dunbridge	170	2	13	132	0	0
George Gravett	Cadbury Farm	94	3	8	88	0	0
Hugh Bailey	Oakley Farm	236	3	35	249	0	0
							including for Meadow in Kingsomborne.
John Green	Hyde Farm and Part of Dunbridge	119	0	26	120	0	0
Henry Hurst	Hatt Farm	215	1	4	272	10	0
William Edney	Land at Spearywell	1	2	13	1	10	0
Charles Dacre	Mill Arms Hotel and Lands	30	0	1	93	0	0
							including Meadow in Broughton.
Rev. Paulet St. John	Meadows, &c.	8	1	30	8	0	0
Stephen Rogers	Part of Cadbury and Land at Dunbridge	8	1	3	10	4	0
	Sundry Cottages and small Pieces of Land	14	0	17	68	16	
	Houses and Land held by Copies of Court Roll, and Leases for Lives and Years determinable with Lives	71	0	5	100	0	0
							Average Fines and yearly Quitrents.
	Carried forward	970	0	35	1,143	0	6

*Barker Mill's Estate Act, 1867.***MOTTISFONT—continued.**

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
	Brought forward -	970	0	35	1,143	0	6
In hand	Mottisfont Abbey, Gardens, Pleasure Grounds, and Land near and adjoining -	140	2	34	300	0	0
	Monk's Ground and other Lands -	17	3	29	30	0	0
	Sym's Farm -	193	0	37	230	0	0
	Woods and Plantations -	423	1	25	140	0	0
		1,745	2	0	1,843	0	6

Manor of Broughton in the Parish of Broughton, and divers Messuages, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Henry Sims	Cottage, Garden, and Land	2	2	28	8	0	0
Charles Dacre	Meadow	6	3	6	Included in Rent of Land in Mottisfont.		
Hugh Bailey	Land	7	0	0	Included in Rent of Land at Mottisfont.		
James Jewell	Land	2	0	0	2	5	0
In hand	Woods near Spearywell	22	3	18	11	0	0
	Houses and Land held by Leases for Lives and Years determinable with Lives	9	0	33	Average Fines and yearly Quitrents. 20 0 0		
		50	2	5	41	5	0

Manor

Barker Mill's Estate Act, 1867.

Manor of Longstock in the Parish of Longstock, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
In hand	Plantation	0	2	32	0	7	0
Edmund Flower	Windover's Farm and Meadow	249	3	27	225	0	0
William Cole	Farm	88	2	23	90	0	0
William Attwood	Lower Manor Farm, including Longstock Down	379	2	3	365	0	0
Hugh Child	House, Workshop, Land, and Cottages	23	2	14	54	0	0
John Day	Right of training Horses on Longstock Down	-	-	-	60	0	0
Do.	Right of Sporting	-	-	-	30	0	0
Do.	Garden	0	0	18	1	0	0
Henry Norman, Esq. The Right Honble. Henry John Reynolds Morton, Earl of Ducie	Right of Fishery	-	-	-	30	0	0
Rev. W. B. Drew	Land	0	1	27	0	15	0
	Houses and Land held by Leases for Lives and Years determinable with Lives, and Copies of Court Roll	69	1	5	100	0	0
		812	0	29	956	2	0
	The Rectorial Tithe Rent-charge of the Parish of Longstock	-	-	-	433	5	2
					1,389	7	2

[Private.]

3 h

Manor

Barker Mill's Estate Act, 1867.

Manor of Kingsomborne in the Parish of Kingsomborne, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.
		A.	R.	P.	£ s. d.
Hugh Bailey	Meadow	13	0	22	Included in Rent of Oakley Farm in Mottisfont.
William John Perry	Parsonage Farm	269	3	5	250 0 0
Thomas Edwards	Chalk Pit and Down	5	0	9	1 0 0 Estimated Rental
In hand	Peat Meads	13	0	15	3 0 0
	Houses and Land subject to Leases for Lives and Years determinable with Lives, and Copies of Court Roll	172	3	34	Average Fines and yearly Quitrents. 50 0 0
		474	0	5	304 0 0
	The Rectorial Tithe Rent-charge of the Parish of Kingsomborne.				385 7 6
					689 7 6

Manor of Nursling in the Parish of Nursling, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.
		A.	R.	P.	£ s. d.
Benjamin Hayden Gulliver	Meadow Land	26	1	23	Included in Rent of Wimpson Farm, Milbrook.
Do.	Part of Yew Tree Farm, late Walker	67	2	17	110 0 0
Jane Bailey	Cottage, Buildings, and Land	32	0	19	42 0 0
Ann Barber	Manor Farm and Land	180	2	8	288 10 0
William White	Spencer's Farm	146	2	17	229 0 0
	Carried forward	453	1	4	669 10 0

Barker Mill's Estate Act, 1867.

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£.	s.	d.
	Brought forward -	453	1	4	669	10	0
William Ross	Nursling Farm -	293	2	22	531	15	0
Do.	Common Farm -	61	1	1	73	0	0
Do.	Part of Yew Tree Farm, late Walker -	43	1	4	76	0	0
William Gulliver	House, Buildings, and Land -	4	2	17	20	0	0
William Taylor	Meadow Land -	17	2	13	38	0	0
Do.	Part of Yew Tree Farm, late Walker -	11	3	39	12	0	0
William Maynard	Prince's Field -	1	2	21	4	0	0
Gabriel Scott	Part of Yew Tree Farm, late Walker -	28	2	25	72	10	0
Philip Stride	Nursling Mill, Dwelling House, and Land -	26	2	3	163	0	0
William Gradidge	A Field -	8	3	13	17	0	0
Charles Kemish	Meadows -	3	2	22	4	2	0
Edward Wigan	Gamekeepers House, Dog Kennels, Four Cottages and Gardens, Fisherman's House, and Pasture Land -	7	0	22	150 0 0 including the Right of sporting over Milbrook Manor.		
	Right of Shooting and Fishing -						
Abraham Hodgson Lees	Upton House and Land -	18	3	32	125	0	0
George Fiott Day	Upton Cottage and Land -	10	0	24	85	0	0
Lawrence Wareham	Land at Rownhams -	4	0	10	2	0	0
Henry Fiford	Do. -	11	3	16	15	0	0
Trustees of White Parish, Romsey and Southampton Turnpike Road	Gravel Pit -	0	0	32	5	0	0
George Penford	Shepherds Close -	7	0	10	14	0	0
William Mabey	5 Cottages and Gardens -	0	2	38	24	10	0
James Dunnings							
Charles Shave							
Louisa Rose and Parter							
Jane Colt	Field -	7	0	20	10	0	0
Messrs. Gulliver and Taylor	Meadow and Pasture Land -	7	2	30	5	0	0
Let as Ballast Land to the London and South-western Railway Company -	Arable Land -	7	0	11			
	Carried forward -	1,036	3	19	2,116	7	0

Barker Mill's Estate Act, 1867.

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
	Brought forward -	1,036	3	19	2,116	7	0
In hand -	Plantation Piece -	17	3	0	34	0	0
	Lord's Wood -	244	0	0	—		
	Woods and Plantations, Roads and Waste -	105	2	30	116	10	0
	Houses and Land subject to Leases for Lives and Years determinable with Lives, and Copies of Court Roll -	406	0	12	450	0	0
Rev. R. F. Wilson -	House and Land, subject to Agreement for Lease for 1,000 Years at Groundrent -	34	2	4	102	10	0
Rev. Dr. McQuhae -	House and Land, subject to Lease for 1,000 Years at Groundrent -	3	0	0	15	0	0
		1,847	3	25	2,834	7	0

Manor of Milbrook in the Parish of Milbrook, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars:—

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Benjamin Hayden Gulliver	Wimpson Farm -	144	0	4	333	0	0
					including Land in Nursling held under same Lease.		
William Stride -	Land -	22	3	12	62	0	0
Ann Ross -	House, Yard, Cottage, and Land -	12	0	29	55	0	0
Henry Watts -	Land -	11	0	6	33	0	0
Walter Perkins -	Farm -	147	3	23	300	0	0
Martha Ford -	Land and Tithe -	2	0	0	4	16	6
George Wiltshire -	Pond, Farm, and Land -	78	3	3	180	0	0
Milbrook Parish -	Poor House -	2	0	13	3	3	0
	Carried forward -	420	3	10	970	19	6

Barker Mill's Estate Act, 1867.

Occupiers.	Property.	Quantities.			Renta..		
		A.	R.	P.	£	s.	d.
	Brought forward -	420	3	10	970	19	6
William Taylor -	Meadow Land -	5	2	6	Included in Nursling Rent.		
Charles Butt -	Part of late Hopkinson's -	68	1	16	222	10	0
William Burridge -	House and Land -	22	2	1	78	0	0
James Clarke -	Cottages and Gardens -	1	0	35	10	0	0
George Bartlett -	House and Store, small Piece of Waste -	0	0	11	16	10	0
Richard Windship -	Field -	2	1	6	7	0	0
The Representatives of Alexander Fletcher.	House, late Hopkinson's, and Land -	4	1	26	42	0	0
John Browning -	Meadow Land lately held with Manor House -	9	0	14	50	0	0
In hand -	The Manor House, Offices, Buildings, Yard, and Garden	2	0	38	50	0	0
	Plantations -	34	2	18	8	10	0
	Mudlands -	500	0	0	0	0	0
	Houses and Lands subject to Leases for Lives and Years determinable with Lives, and Copies of Court Roll -	835	1	23	Average Fines and yearly Quitrents.		
		1,876	2	4	2,655	9	6

ELING.

Lands in the Parish of Eling.

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
William Taylor -	Meadows -	41	1	36	Included in Nursling Rent.		
George Bartlett -	Meadows and Piece of Land called Mudmead -	3	0	20	7	10	0
John McGurk -	Meadow -	0	3	29	3	0	0
		45	2	5	10	10	0

Giles Westbury.

Barker Mill's Estate Act, 1867.

THE SECOND SCHEDULE.

THE MUDLANDS.

The Shore and Mudlands lying between the ordinary High and Low Water Marks, and within the ordinary Ebb and Flow of the Arm of the Sea commonly called Southampton Water, and situate in the Parish of Milbrook, devised by the Will, dated the Fourth Day of June One thousand eight hundred and twenty-nine, of Sir Charles Mill, Baronet, deceased, and appurtenant to any of the Hereditaments devised by that Will, containing by Estimation Five hundred Acres or thereabouts, and also such Parts of the Bed of the Southampton Water as are appurtenant to the same.

Giles Westbury.

THE THIRD SCHEDULE.

THE BUILDING LANDS.

PART I.

First District.—Such of the Messuages, Farms, Lands, Tenements, and Hereditaments within the Manor of Nursling which are comprised in the First Schedule as lie respectively to the Eastward of the Southampton and Romsey Turnpike Road, and to the Southward of the Continuation of Redbridge Lane, and contain in the whole Six hundred and fifty Acres or thereabouts.

Second District.—The Messuages, Farms, Lands, Tenements, and Hereditaments within the Manor of Milbrook which are comprised in the First Schedule.

PART II.

Thirdly.—Such Parts as from Time to Time are reclaimed and available for Building Purposes of the Mudlands specified in the Second Schedule.

Fourthly.—All Lands within the Two Districts specified in Part I. of this Schedule, or either of those Two Districts, or adjoining to any of the Lands specified in this Schedule, and which from Time to Time are purchased in accordance with the Provisions of the Settlement of One thousand eight hundred and sixty and the foregoing Act respectively, and are settled to the Uses and upon the Trusts from Time to Time in force and capable of taking effect under Sir John Barker Mill's Will and the Settlement of One thousand eight hundred and sixty respectively, and are convenient to be held with any of the Lands specified in this Schedule.

Giles Westbury.

Barker Mill's Estate Act, 1867.

THE FOURTH SCHEDULE.

LORD'S WOOD AND OTHER LANDS.

PART I.

First.—Lord's Wood, in the Parish of Nursling, containing Two hundred and forty-four Acres or thereabouts.

All the Lands, Parts of the Settled Estates adjoining or near thereto, lying partly in the Parish of Nursling and partly in the Parish of Milbrook, to the Eastward of the Road from Baddesley to Aldermoor, and to the Northward of the Road from Aldermoor to Southampton, and to the Westward of the Road from that Road towards Chilworth, containing One hundred and twenty-eight Acres or thereabouts.

Secondly.—All the Lands, Parts of the Settled Estates at and near to Rownhams in the Parish of Nursling, lying between the Turnpike Road from Romsey to Southampton, the Road being the Continuation of Redbridge Lane from the Romsey and Southampton Turnpike Road towards Rownhams Church, the Road from Baddesley to Aldermoor, and the Road from Aldermoor to Brown Hill, containing Two hundred and thirty-four Acres or thereabouts.

Thirdly.—All the Lands, Parts of the Settled Estates in the Parish of Milbrook, lying to the Eastward of the Turnpike Road from Romsey to Southampton, containing Two hundred and seventy-eight Acres or thereabouts.

PART II.

Fourthly.—So much of the Mudlands as is specified in the Third Schedule,

Giles Westbury.

THE FIFTH SCHEDULE.

THE LIFEHOLDS.

MILBROOK.

A. R. P.

Houses and Land held by about 255 Leases and Copies of Court Roll for Lives and Years determinable with Lives, containing altogether about	-	-	-	-	835	1	23
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NURSLING.

Houses and Land held by about 118 Leases and Copies of Court Roll for Lives and Years determinable with Lives, containing altogether about	-	-	-	-	406	0	12
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MOTTISFONT.

Barker Mill's Estate Act, 1867.

MOTTISFONT.

	A.	R.	P.
Houses and Land held by 28 Leases for Lives and Copies of Court Roll for Lives and Years determinable with Lives, containing altogether about	71	0	5

BROUGHTON.

Houses and Land held by Three Leases for Lives and Years determinable with Lives, containing altogether about	9	0	33
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KINGSOMBORNE.

Houses and Land held by about 11 Leases and Copies of Court Roll for Lives and Years determinable with Lives, containing altogether about	172	3	34
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LONGSTOCK.

Houses and Land held by about 11 Leases and Copies of Court Roll for Lives and Years determinable with Lives, containing altogether about	69	1	5
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Giles Westbury.

THE SIXTH SCHEDULE.

Mottisfont Abbey, not to be sold, exchanged, or mortgaged.

Property.	Quantity.		
	A.	R.	P.
Mottisfont Abbey, Gardens, Pleasure Grounds, and Land near and adjoining	140	2	34
Monk's Ground	17	3	29
Sym's Farm and other Lands	193	0	37
	351	3	20

Giles Westbury.

LONDON :

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