



ANNO OCTAVO & NONO

# VICTORIÆ REGINÆ.

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## Cap. 20.

An Act to enable the Warden and Scholars, Clerks of *Saint Mary College of Winchester* near *Winchester*, to carry into effect a Contract entered into by them for the Sale of certain Parts of the Estates belonging to the said College in the *Isle of Wight*, and to invest the Purchase Money in other Estates for the Benefit of the said College.  
[8th August 1845.]

WHEREAS by Articles of Agreement bearing Date the Second Day of *June* One thousand eight hundred and forty-five, and made and entered into by and between the Reverend *Robert Speckott Barter*, Bachelor in Civil Law, the present Warden of *Saint Mary College of Winchester* near *Winchester*, on behalf of himself as such Warden, and the Scholars, Clerks of the same College, of the one Part, and *George Edward Anson* Esquire, Treasurer and Private Secretary to His Royal Highness *Prince Albert*, as Agent for and on the Behalf of the Queen's most Excellent Majesty, of the other Part, after reciting therein that the said Warden and Scholars, Clerks, were seised for an absolute Estate of Inheritance in Fee Simple in possession to them and their Successors in right of their said College of the Manor or Lordship of *Barton* in the *Isle of Wight* in the County of *Southampton*, with its Rights, Royalties, Members, and Appurtenances; and also

Articles of Agreement for Purchase of Manor of Barton, &c. from Warden and Scholars of Winchester College, 2d June 1845.

[Private.]

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reciting

reciting that the Demesnes of the said Manor or Lordship comprised (amongst other Estates) a certain Wood called *Barton Wood*, with the Sea Shore adjacent thereto, which were respectively in the Hands of the said College, and the Particulars whereof were specified and set forth in the First Part of the Schedule subscribed or annexed to the said Articles of Agreement, and a certain Farm and Land called or known by the Name of *Barton Farm*, the Particulars whereof were specified and set forth in the Second Part of the said Schedule, but that the said *Barton Farm* was subject to a Lease thereof granted to *Philip Williams* Esquire, since deceased, as the surviving Trustee of the Will of the late *Fitzroy Blachford* Esquire, by the said Warden and Scholars, Clerks, on the First Day of *November* One thousand eight hundred and forty-two, for a Term of Twenty Years, commencing from the First Day of *November* One thousand eight hundred and forty-two, at and under certain Money Rents amounting altogether to Seven Pounds Three Shillings and Ten-pence Halfpenny *per Annum*, and certain yearly Corn Rents in the said Lease mentioned, which upon the Average of the last Seven Years had been of the Value of Fifty Pounds Fourteen Shillings and Eight-pence *per Annum*, or thereabouts, and subject to the Payment of a Sum of Thirteen Shillings and Four-pence *per Annum* to the Bishop of *Winchester* for the Time being; and reciting that the said Demesnes also comprised the Messuage or Tenement, Lands and Hereditaments, the Particulars whereof (under the Name of "*Dashwoods*") are also specified in the said Second Part of the said Schedule, subject to the Lease in the same Part of the said Schedule mentioned; and also reciting that the Copyhold Tenements situate within and held of the said Manor of *Barton* comprised (amongst others) a certain Copyhold Tenement commonly called or known by the Name of "*Little Shamblers Farm*," and consisting in part of a Messuage or Farmhouse, Land, and Tenements, which were mentioned and specified in the Third Part of the said Schedule to the said Articles of Agreement, and were then held of the said Warden and Scholars, Clerks, as Lords of the said Manor of *Barton*, by the Right Honourable *George Seymour* commonly called Lord *George Seymour*, and Sir *George Francis Seymour* K. C. B., for the Three Lives in the same Part of the said Schedule mentioned; and also reciting that the said *Barton Farm* and *Barton Wood* adjoined to each other, and also to a certain Freehold Estate commonly called or known by the Name of "*The Osborne Park Estate*;" and also reciting that the said *Osborne Park* Estate, and also the said Leasehold Interest under the firstly therein-before mentioned Indenture of Lease in the said *Barton Farm*, belonged beneficially to the Right Honourable *Isabella Blachford* commonly called Lady *Isabella Blachford*, and her Daughter Miss *Isabella Eliza Blachford*; and also reciting that the said *George Edward Anson*, as the Agent for and on behalf of Her Majesty, had lately entered into a Contract with the said Lady *Isabella Blachford* and *Isabella Eliza Blachford* for the absolute Purchase of the said *Osborne Park* Estate, and of their said Leasehold Interest in the said *Barton Farm*, and that as the Agent for and on behalf of Her Majesty he had also entered into a Contract with the said Lord *George Seymour* and Sir *George Francis Seymour* for the absolute Purchase of their Copyhold Interest in that Part of the said

*Little*



*Little Shamblers Farm* which was mentioned and specified in the said Third Part of the said Schedule, and which also adjoined to the said *Osborne Park Estate*, and was very desirable to be held and enjoyed therewith; and also reciting that the said Contracts had been entered into by Her Majesty's Command, with the view of using the Mansion House on the said *Osborne Park Estate*, and the Manor House on the said *Barton Farm*, for the occasional Residence of Her Majesty and Her Royal Family, and for the Accommodation of Her Majesty's Suite and Visitors, and that it would greatly improve the said *Osborne Park Estate*, and would render the Occupation and Enjoyment thereof by Her Majesty much more comfortable and commodious, if Her Majesty were to acquire the absolute Ownership of the said *Barton Farm* and *Barton Wood*, with the Sea Shore adjacent thereto, and of the said Messuage or Tenement, Lands and Hereditaments comprised under the Name of *Dashwoods* in the said Second Part of the said Schedule to the said Articles of Agreement, and of that Part of the said *Little Shamblers Farm* which was mentioned and specified in the said Third Part of the said Schedule; and also reciting that the said *George Edward Anson*, as the Agent for and on behalf of Her Majesty, had lately proposed to purchase of the said Warden and Scholars, Clerks, the said Wood called *Barton Wood*, with the Sea Shore adjacent thereto, and all their Estate and Interest, as well in the said Farm called *Barton Farm*, and in the said Messuage or Tenement, Lands and Hereditaments, which were respectively comprised in the said First and Second Parts of the said Schedule to the said Articles of Agreement, as also in the said Premises comprised in the said Third Part of the said Schedule, upon such Terms as the said Warden and Scholars, Clerks, having a due Regard to the present and future Interests of their said College, should deem proper and advantageous; and also reciting that the said Warden and Scholars, Clerks, having caused their Estates and Interests in all the said Premises so proposed to be purchased from them by Her Majesty as aforesaid to be valued by their own Land Agent and Surveyor, had consented to enter into a Contract for the absolute Sale thereof to Her Majesty upon the Terms therein-after mentioned, being satisfied upon such Valuation that the yearly and gross Sums to be secured to them and their Successors, as therein-after provided, would be a just and adequate Compensation to their College for the said Estates and Interests; therefore the said Warden and Scholars, Clerks, for and on the behalf of themselves and their Successors, by the said *Robert Speckott Barter*, did thereby agree to sell to Her Majesty, and Her Majesty, by Her Agent the said *George Edward Anson*, did thereby agree to purchase all that the said Wood called *Barton Wood*, and the Sea Shore adjacent thereto, comprised in the said First Part of the said Schedule to the said Articles of Agreement, and also all that the said Farm called *Barton Farm*, comprised in the said Second Part of the said Schedule, and also the said Money Rent of Seven Pounds Three Shillings and Ten-pence Halfpenny *per Annum*, and the said several Corn Rents, which were so respectively reserved and made payable to the said Warden and Scholars, Clerks, and their Successors, by the therein-before mentioned Indenture of Lease of the First Day of *November* One thousand eight hundred and forty-two, as aforesaid, and which from and since the Twenty-fifth Day of *March* One thousand eight hundred and forty-five, and  
thenceforth



thenceforth during the Remainder of the said Term of Twenty Years created by the same Indenture of Lease, should become payable for or in respect of the said *Barton Farm*, and also all that and those the said Messuage or Tenement, Lands and Hereditaments, comprised in the said Second Part of the said Schedule to the said Articles of Agreement, and the Rent reserved by the Lease therein mentioned since the said Twenty-fifth Day of *March* then last, together with all and singular the Rights, Members, and Appurtenances whatsoever to the said Premises belonging or in anywise appertaining, and the Inheritance in Fee Simple of all the said Premises, free from Land Tax (which had been redeemed) and from all other Charges and Incumbrances whatsoever (except as to the said *Barton Farm* the said subsisting Lease thereof of the First Day of *November* One thousand eight hundred and forty-two, and the said Sum of Thirteen Shillings and Fourpence *per Annum*, which was to be paid by Her Majesty and Her Assigns, or Her Heirs and Successors for ever, in respect of the said Farm, to the Bishop of *Winchester* for the Time being, to the Exoneration of all other Hereditaments (if any) of the said Warden and Scholars, Clerks, which might be subject thereto, and except as to the said Messuage or Tenement, Land and Hereditaments, comprised under the Name of *Dashwoods* in the said Second Part of the said Schedule to the said Articles of Agreement, the said Lease mentioned in the same Part of the said Schedule, and also all the Timber and other Trees and Underwood standing, growing, and being upon the said Wood and Farm and other Premises, and also all the Estate, Right, Title, and Interest whatsoever of the said Warden and Scholars, Clerks, as Lords of the said Manor of *Barton*, in and to the said Messuage or Farmhouse, Lands, Tenements, and Premises forming Part of *Little Shamblers Farm*, which were comprised in the said Third Part of the said Schedule to the said Articles of Agreement, and in and to the Fines, Heriots, and Quit Rents and other Rents payable in respect thereof; and it was by the said Articles of Agreement agreed between the said Parties thereto, that the Prices or Sums to be paid by Her Majesty or Her Assigns, Her Heirs and Successors, to the said Warden and Scholars, Clerks, or their Successors, as the Consideration for the Purchase of all the said Premises, should be as follows; (namely,) a gross Sum of Eighteen thousand six hundred Pounds of lawful Money of *Great Britain* to be paid (but without any Interest for the same in the meantime) on the First Day of *November* One thousand eight hundred and sixty-two (being the Day upon which the said Term of Twenty Years created by the said Lease of the said *Barton Farm* would expire), and a yearly Rent-charge or annual Sum of One hundred and thirteen Pounds Sixteen Shillings of like lawful Money, being a yearly Sum equivalent to the annual Income which according to a Calculation made for that Purpose, and approved of by both the said Parties to the said Articles of Agreement, it had been estimated that the said Warden and Scholars, Clerks, and their Successors for the Time being, would have derived from all the said Premises thereby contracted to be sold and purchased in case the said Contract had not been entered into, to be paid by Her Majesty and Her Assigns, or Her Heirs and Successors, to the said Warden and Scholars, Clerks, and their Successors, during the  
Remainder

Remainder of the said Term of Twenty Years created by the said Indenture of Lease of the First Day of *November* One thousand eight hundred and forty-two, notwithstanding any Merger or Extinction of the said Term, by equal half-yearly Payments on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* in every Year, and the first of such half-yearly Payments to be made on the Twenty-ninth Day of *September* then next ensuing, and the last half-yearly Payment thereof to be made on the Twenty-ninth Day of *September* One thousand eight hundred and sixty-two, and the Payment, as well of the same yearly Rent-charge or annual Sum as also of the said gross Sum of Eighteen thousand six hundred Pounds, at the several Times and in manner aforesaid, to be secured to the said Warden and Scholars, Clerks, and their Successors, in such Manner as their Counsel should advise or approve of, as well upon all the said Premises thereby contracted to be sold and purchased, as also upon all the said Premises so contracted to be purchased of the said Lady *Isabella Blachford* and *Isabella Eliza Blachford* as aforesaid: And whereas the Schedule annexed to this Act contains a particular Description of the whole of the said Hereditaments and Premises which have been so agreed to be purchased by or on behalf of Her Majesty of the said Warden and Scholars, Clerks, as aforesaid, and comprises as well those which are included as those which may not be included in the said Schedule which is subscribed or annexed to the herein-before recited Articles of Agreement, and is therein referred to, as aforesaid: And whereas the said Warden and Scholars, Clerks, are desirous of being empowered to carry the said Articles of Agreement into effect, and that the said Purchase Money or Sum of Eighteen thousand six hundred Pounds should (when it becomes payable) be laid out in the Purchase of other Lands, Tenements, and Hereditaments, for the Benefit of their said College, under the Authority of the Court of Chancery, in the Manner herein-after mentioned; but the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Warden and Scholars, Clerks of *Saint Mary College* of *Winchester* near *Winchester*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful to and for the Warden and Scholars, Clerks of the said College for the Time being, as to all and singular the said Hereditaments and Premises situate and being in the said *Isle of Wight* which by the herein-before recited Articles of Agreement have been so agreed to be purchased by the said *George Edward Anson* (as the Agent for and on behalf of Her Majesty) of the said Warden and Scholars, Clerks as aforesaid, and which are comprised and particularly described or referred to in and by the said Schedule to this Act annexed, and their respective Rights, Members, and Appurtenances, and to and for Her Majesty or Her Assigns, or Her Heirs and Successors, and Her or their Trustees or Trustee for the Time being, and all necessary or proper Parties, under Her or their Direction, as to all and singular the said Freehold and Leasehold and Copyhold or Customary Hereditaments and

Warden and  
Scholars,  
&c. autho-  
rized to  
sell and  
convey pur-  
suant to the  
Agreement.

[*Private.*]

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Premises



Premises situate and being in the said *Isle of Wight* which have been so respectively contracted to be purchased by or on behalf of Her Majesty of the said Lady *Isabella Blachford* and Miss *Isabella Eliza Blachford*, as aforesaid, and their respective Rights, Members, and Appurtenances, by any Deed or Deeds, Surrender or Surrenders, Instruments or Acts, to be for that Purpose executed and done in such Form and Manner as the Counsel of the said Warden and Scholars, Clerks, for the Time being, and of Her Majesty or Her Assigns, or Her Heirs and Successors respectively, shall jointly advise and settle or approve of, to grant, convey, assign, surrender, release, and assure all and singular the same several Hereditaments and Premises, with their respective Rights, Members, and Appurtenances, so and in such Manner as that the same respectively, and the whole and absolute Estate of Inheritance thereof respectively in Fee Simple in possession, may be thereby limited and settled to the several Uses, and upon and for the several Trusts, Intents, and Purposes, and with, under, and subject to the several Powers and Provisions herein-after mentioned or referred to, or as near thereto as the Tenures of and respective Titles to the said Hereditaments, or the Agreements of the Parties, may require; *videlicet*, to the Use, Intent, and Purpose that the said Warden and Scholars, Clerks, and their Successors, may, up to and until and including the Twenty-ninth Day of *September* which will be in the Year of our Lord One thousand eight hundred and sixty-two, receive a yearly Rent-charge or annual Sum of One hundred and thirteen Pounds Sixteen Shillings of lawful Money of *Great Britain*, to be issuing out of all the said Hereditaments and Premises, and to be payable by Two half-yearly Portions on the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* in every Year, the first of such half-yearly Portions to be made payable on such of the same half-yearly Days as shall next happen after the Date and Execution of the said Deed or Instrument of Settlement, and the last of such half-yearly Portions to be made payable on the said Twenty-ninth Day of *September* One thousand eight hundred and sixty-two, with the usual Powers of Distress and Entry and Possession, and Perception and Retention of Rents, Issues, and Profits, for the Recovery of the said Rent-charge when in arrear; and, subject to the said Rent-charge, and the said Powers for the Recovery thereof, to the Use of Two or more Trustees to be nominated for that Purpose by the said Warden and Scholars, Clerks, for the Time being, and to be named in the said Deed or Instrument of Settlement, for a Term of One thousand Years, without Impeachment of Waste, to commence from the Day next before the Day of the Date of the said Deed or Instrument of Settlement, upon the several Trusts and subject to the Proviso herein-after authorized to be declared and expressed of and concerning the same; with Remainder (subject to the said Rent-charge, and the Powers, and Remedies for recovering the same, and subject also to the said Term and the Trusts thereof,) to the Use of or in trust for Her Majesty and Her Assigns, or Her Heirs and Successors, for ever; and that by the said Deed or Instrument of Settlement the Trusts of the said Term of One thousand Years may be declared to be, in the first place, for better securing, by any Ways or Means to be therein mentioned or referred to, the Payment of the said Rent-charge when in arrear, and, in the next place, for levying and raising immediately, or as soon as conveniently



conveniently may be after the said First Day of *November* One thousand eight hundred and sixty-two, and by any Ways or Means, to be therein also mentioned or referred to, the full Sum of Eighteen thousand six hundred Pounds of lawful Money of *Great Britain*, and Interest for the said Sum after the Rate of Four Pounds *per Cent. per Annum*, from the said First Day of *November* One thousand eight hundred and sixty-two, by Two equal half-yearly Payments in every Year, until the said Sum shall be actually raised or be otherwise paid or satisfied, and also the further Sum of Five hundred Pounds of lawful Money aforesaid, with Interest for the same, until actually raised or be otherwise paid or satisfied, after the Rate and to be computed as aforesaid, in full Satisfaction and Discharge on the Part of Her Majesty and Her Assigns, and Her Heirs and Successors, of all the Costs, Charges, and Expences of and incidental to the Purchase and Settlement of any Hereditaments to be purchased by the said Warden and Scholars, Clerks, with the said Sum of Eighteen thousand six hundred Pounds, under the Provisions herein-after contained, and the mesne Investment and Disposal of the same Sum, under the Provisions also herein-after contained; and also that the said Deed or Instrument of Settlement may contain such Provisions for the Cesser of the said Term of One thousand Years when the Trusts thereof shall have been fully performed or satisfied or shall have become unnecessary, and for the Appointment by the said Warden and Scholars, Clerks, of new Trustees of the said Term as Occasion may require, with the Approbation of the Court of Chancery, to be obtained upon Petition in a summary Way, and for the Indemnity and Reimbursement of the Trustees thereof for the Time being, and any such other Uses, Trusts, Powers, and Provisions, either in lieu of or in addition to any of the Uses, Trusts, Powers, and Provisions herein-before directed or authorized to be inserted therein, for effectuating the several Purposes aforesaid or any of them, as the Counsel of the said Warden and Scholars, Clerks, for the Time being, and of Her Majesty or Her Assigns, or Her Heirs and Successors respectively, shall deem expedient or desirable, and shall jointly advise and settle or approve of.

II. And be it further enacted, That the Conveyance and Assurance herein-before authorized to be made and executed by the said Warden and Scholars, Clerks, for the Time being, shall, from and immediately after the Common Seal of the said College shall have been thereunto affixed, be and remain good, valid, and effectual to all Intents and Purposes whatsoever against the said Warden and Scholars, Clerks, and their Successors for ever, and against all and every Persons and Person whomsoever having or claiming any Estate, Right, Title, or Interest whatsoever into or out of the Hereditaments and Premises comprised in such Conveyance, or any of the same Hereditaments and Premises, or any Part or Parcel thereof, in trust for the said Warden and Scholars, Clerks, or their Successors, and also the Limitation to be made to the said Warden and Scholars, Clerks, of the said yearly Rent-charge, and the Securities, Powers, and Remedies herein-before authorized to be given for the Payment of the said yearly Rent-charge and of the said Sum of Eighteen thousand six hundred Pounds, and the Interest thereof, shall be good, valid, and effectual to all Intents and Purposes whatsoever, any disabling Statutes, or the

Conveyances and Assurances from Warden and Scholars, Clerks, to be valid as against them and their Successors.

Statutes



Statutes of Mortmain, or any other Law, Statute, or Ordinance whatsoever, to the contrary thereof in anywise notwithstanding.

Application  
of Purchase  
Money.

III. And be it further enacted, That the said Purchase Money or Sum of Eighteen thousand six hundred Pounds shall (whether the same shall be levied and raised under the Trusts of the said Term of One thousand Years, herein-before authorized to be limited and created for that Purpose, or shall be paid by Her Majesty or Her Assigns, or Her Heirs and Successors, without recourse being had to the Trusts of the said Term in that Behalf,) be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Warden and Scholars, Clerks, of *Saint Mary College* of *Winchester* near *Winchester*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the general Orders of the said Court, without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Accountant  
General's  
Certificate  
and Receipt  
of Cashier of  
the Bank to  
be sufficient  
Discharge.

IV. And be it further enacted, That the Certificate of the Accountant General of the said Court of Chancery, together with the Receipt of One of the Cashiers of the Bank of *England*, to be thereto annexed, and therewith filed in the Register Office of the said Court of Chancery, of such Payment as aforesaid of the said Sum of Eighteen thousand six hundred Pounds, or an Office Copy or Office Copies thereof, shall be deemed and taken to be a good and sufficient Discharge, as well to any Purchaser or Purchasers, or Mortgagee or Mortgagees, under the Trust of the said Term of One thousand Years, or any other Person or Persons by whom the same shall be so paid, and his, her, or their Heirs, Executors, Administrators, and Assigns, as also to Her Majesty and Her Assigns, and Her Heirs and Successors, for the same Sum; and that upon filing such Certificate and Receipt as aforesaid, as well such Purchaser or Purchasers, or Mortgagee or Mortgagees, or other Person or Persons, so paying the said Sum of Eighteen thousand six hundred Pounds as aforesaid, and his, her, or their Heirs, Executors, Administrators, and Assigns, as also Her Majesty and Her Assigns, and Her Heirs and Successors, shall be, and he, she, and they is and are hereby absolutely acquitted and discharged of and from the same Sum and every Part thereof, and shall not be answerable for any Loss or Misapplication thereof, nor be bound or concerned to see to the Application thereof or of any Part thereof.

Purchase  
Money to be  
laid out in  
Lands, &c.,  
to be settled  
to the same  
Uses.

V. And be it further enacted, That the said Sum of Eighteen thousand six hundred Pounds so to be paid into the Bank of *England* in the Name of the Accountant General in manner aforesaid shall and may be, by the said Warden and Scholars, Clerks, for the Time being, with the Approbation of the said Court of Chancery on Petition in a summary Way, laid out in some convenient Purchase or Purchases of Manors, Messuages, Lands, Tenements, or Hereditaments of an absolute Estate of Inheritance in Fee Simple in possession, to be situate in *England* or *Wales*, and to be conveyed to the said Warden and Scholars; Clerks, for the Time being, and their Successors,



cessors, in order that the same may be held and enjoyed, and the Rents, Issues, and Profits thereof disposed of by the said Wardens and Scholars, Clerks, for the Time being, and their Successors, in such Manner, and for such Uses, Intents, and Purposes, as the Hereditaments sold by them under the Authority of this Act, and the Rents, Issues, and Profits thereof, would respectively have been held or subject or applicable to if no Sale thereof had been made; and that no Forfeiture shall accrue by reason of any such Conveyance to the said Warden and Scholars, Clerks, for the Time being, and their Successors, any Statute or Statutes made against the conveying or purchasing or acquiring of Lands, Tenements, or Hereditaments in Mortmain, or any other Law, Statute, or Ordinance whatsoever, to the contrary thereof in anywise notwithstanding; and that no Licence to hold such Hereditaments in Mortmain shall be required by the said Warden and Scholars, Clerks.

VI. And be it further enacted, That all Monies which shall be paid into the Bank of *England* in the Name of the Accountant General, in manner herein-before directed, shall, in the meantime and until the same Monies shall be invested in the Purchase of Estates as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills, and the Interest arising from such Bills so to be purchased, and the Monies to be received from the same as they shall respectively be paid off by Government, shall in like Manner be laid out in the Purchase of other Navy or Victualling or Exchequer Bills in the Name of the said Accountant General; and it shall be lawful for the said Court of Chancery to make such general or special Order or Orders, if necessary, that whenever the Navy, Victualling, or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in course of Payment by Government, and new Navy, Victualling, or Exchequer Bills shall be issued, such new Navy, Victualling, or Exchequer Bills may be received in exchange for those which are so in the course of Payment as shall be effectual for enabling such Receipt in exchange; and in that Case the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off; and all the said Navy, Victualling, and Exchequer Bills, whether purchased or received in exchange, shall be deposited in the Bank of *England* in the Name of the said Accountant General, and shall there remain until the same shall, upon Petition to be preferred to the said Court of Chancery as aforesaid, be ordered by the said Court of Chancery to be sold by the Accountant General.

Money paid into the Bank to be invested in in Navy, Victualling, or Exchequer Bills.

VII. And be it enacted, That if the Monies arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the Monies with which the same were purchased, then and in such Case only the Surplus which shall remain after discharging the Expence of the Application to the said Court shall be paid to the said Warden and Scholars, Clerks, for the Time being, and be applied by them in like Manner as the yearly Rents, Issues, and Profits of the Hereditaments and Premises sold by them under the Authority

On Sale of Bills, Surplus to be paid over to the Warden and Scholars.

[Private.]

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of this Act would have been applicable if no such Sale had taken place.

Dividends,  
&c. to be  
paid to  
Warden and  
Scholars for  
the Time  
being.

VIII. And be it further enacted, That the Interest to be so levied and raised under the Trusts of the said Term of One thousand Years as aforesaid, for or in respect of the said Sum of Eighteen thousand six hundred Pounds, from and after the said First Day of *November* One thousand eight hundred and sixty-two, and until the said Sum shall be actually raised or be otherwise paid or satisfied, shall be paid to the said Warden and Scholars, Clerks, for the Time being, and such Interest, and also the herein-before mentioned yearly Rent-charge of One hundred and thirteen Pounds Sixteen Shillings, whilst and so long as the same shall continue payable, shall be applied by the said Warden and Scholars, Clerks, for the Time being; in like Manner as the yearly Rents, Issues, and Profits of the Hereditaments and Premises sold by them under the Authority of this Act would have been applicable if no such Sale had taken place.

For defray-  
ing the  
Expences of  
the Act.

IX. And be it further enacted, That all the reasonable Costs, Charges, and Expences already incurred, and from Time to Time or at any Time or Times hereafter to be incurred, as well by or on the Part and Behalf of the said Warden and Scholars, Clerks, and their Successors, as also by or on the Part and Behalf of Her Majesty and Her Assigns, or Her Heirs and Successors, preparatory to and in or about or in anywise attending the preparing and executing the herein-before recited Articles of Agreement, and the preparing, obtaining, and passing this Act, and the carrying all the Provisions thereof into full and complete Effect, shall be paid by Her Majesty and Her Assigns, or Her Heirs and Successors, and that the said Warden and Scholars, Clerks, and their Successors, shall be wholly freed and exonerated from the same and every Part thereof.

General  
Saving.

X. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every Person and Persons, and Bodies Politic and Corporate, his, her, and their respective Heirs, Successors, Executors, and Administrators, (other than and except the said Warden and Scholars, Clerks, and their Successors, after the Execution by them of such Deed or Instrument of Settlement as is herein-before authorized to be made and executed by them as to the Hereditaments to be thereby conveyed by them,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever in, to, out of, or upon the said Hereditaments and Premises herein-before authorized to be conveyed and assured by the said Warden and Scholars, Clerks, and their Successors, or any of them, and every or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

Act as  
printed by  
Queen's  
Printers  
to be Evi-  
dence.

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

The



The SCHEDULE to which the foregoing Act refers.

PART I. *Lands in hand.*

	A.	R.	P.
Barton Wood - - - - -	105	3	25

And all such Estate and Interest (if any) as the said Warden and Scholars, Clerks of Saint Mary's Collège, Winchester, may be entitled to on the Sea Shore to Low Water, adjacent to any Lands and Hereditaments comprised in the Three several Parts of this Schedule.

PART II. *Lands, &c., on Lease.*

BARTON FARM.

Name of Fields.	State.	Quantity.		
		A.	R.	P.
Wickett's Mead - - - - -	Arable - - - - -	12	0	7
Culver Close - - - - -	Arable - - - - -	27	0	21
Barley Croft - - - - -	Arable - - - - -	14	0	33
Calves' Close - - - - -	Arable - - - - -	11	1	32
Upper Whitefield - - - - -	Arable - - - - -	15	1	12
Lower ditto - - - - -	Arable - - - - -	18	1	29
Whitefield Mead - - - - -	Rough Pasture - - - - -	2	2	24
Upper Mead - - - - -	Pasture - - - - -	4	1	27
Home Mead - - - - -	Pasture - - - - -	5	1	29
Barton Homestead - - - - -	- - - - -	7	2	14
Orchard Butt - - - - -	Pasture - - - - -	2	2	9
Dairy House Mead - - - - -	Pasture - - - - -	10	2	25
Cottage and Garden - - - - -	- - - - -	0	2	31
Little Down Rue - - - - -	Wood - - - - -	0	3	17
Little Downs - - - - -	Arable - - - - -	4	1	30
Little Down Rue - - - - -	Wood - - - - -	1	2	21
Proxy - - - - -	Arable - - - - -	23	0	27
Sea Ground - - - - -	Arable - - - - -	15	0	23
Furzy Ground - - - - -	Rough Pasture - - - - -	8	1	5
Long Ten Acres - - - - -	Arable - - - - -	11	3	5
Dirty Hurdle - - - - -	Rough Pasture - - - - -	2	3	33
Barton Rue - - - - -	Wood - - - - -	1	1	13
Wallace Hill - - - - -	Rough Pasture - - - - -	7	2	38
Part of Baker's Mead - - - - -	Rough Pasture - - - - -	1	2	5
Ditto - - - - -	Arable - - - - -	7	1	8
Little Out Field - - - - -	Arable - - - - -	9	2	5
Out Field Rue - - - - -	Wood - - - - -	1	1	38
Fearn Hills - - - - -	Arable - - - - -	23	3	4
Cock Crow Rue - - - - -	Wood - - - - -	1	2	37
Cock Crow - - - - -	Arable - - - - -	13	0	7
Dog Kennel Copse - - - - -	Wood - - - - -	2	3	36
The Mount - - - - -	Rough Pasture - - - - -	6	3	5
Milberry Home Mead - - - - -	- - - - -	6	1	2
Milberry Further Mead - - - - -	- - - - -	4	3	26



Name of Fields.	State.	Quantity.		
		A.	R.	P.
Oxley's Rue - - -	- - -	2	3	32
Oxley's - - -	- - -	12	2	32
Great or Inner Milberry's - - -	- - -	37	3	2
Little or Outer Milberry's - - -	- - -	22	1	36
Wint Lake - - -	- - -	6	2	20
Lower Wint Lake - - -	- - -	7	2	10
Out Field - - -	- - -	25	3	31
Upper Out Field - - -	- - -	14	0	4
Cottages and Garden - - -	- - -	0	0	35
		419	2	0

## DASHWOODS.

ALL that Message or Tenement, with a Washhouse, Outbuildings, and Carpenter's Shop, and also a certain Piece or Parcel of Ground on which a Cottage was formerly burnt down, lying and being in or near the South Corner of a certain Close called Outer Milburies (Part of the Manor of Whippingham, in the Isle of Wight), containing by Estimation Half an Acre, more or less, and which said Premises are bounded on the South by the Road leading to Newport, and on the East, North, and West by Lands belonging to the Farm of Barton, with the Appurtenances thereto belonging; all which said Premises were demised by the said Warden and Scholars, Clerks, to Henry Dashwood (Wheelwright), by an Indenture of Lease bearing Date the First Day of November One thousand eight hundred and thirty-seven, for the Term of Twenty Years from Michaelmas One thousand eight hundred and thirty-six, at and under the yearly Rent of Fifteen Shillings, and under the several Covenants in the said Indenture contained.

PART III. *Lands, &c. granted by Copy of Court Roll for Three Lives.*

ALL that Cottage or Tenement, with the Homestead and Appurtenances thereto belonging, called Little Shamblers Homestead; and also all that Piece or Parcel of Land adjoining thereto called Home Mead, containing Four Acres Two Roods and Thirty-three Perches, or thereabouts; and also all that other Piece or Parcel of Land also adjoining to the said Cottage and Homestead, containing Seven Acres and Twenty-five Perches, or thereabouts; all which said Premises are situate, lying, and being in the Parish of Whippingham in the Isle of Wight, and are now or late were in the Occupation of James Brook, and which said Premises are Copyhold of the Manor of Barton in the Isle of Wight, and are held by the said Lord George Seymour and Sir George Francis Seymour for the Lives of Robert William Bloxam, aged Thirty-eight Years or thereabouts, Henry Sewell, aged Thirty-eight Years or thereabouts, and William Dore, aged Sixty-one Years or thereabouts, at and under the apportioned yearly Rent of Two Shillings and Sixpence.

*W. Simonds.*