



ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

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## Cap. 18.

An Act for enabling Leases, Sales, and Exchanges to be made of the Family Estates in the County of *Southampton* of the Reverend Sir *John Barker Mill* Baronet, and for other Purposes, and to be called "*Barker Mill's Estate Act, 1852.*"

[30th June 1852.]

**W**HEREAS by virtue of an Indenture of Bargain and Sale dated the Tenth Day of *February* One thousand seven hundred and eighty-six, between the Reverend Sir *Charles Mill* Baronet of the First Part, *Charles Mill* Esquire of the Second Part, *Robert Comyn* of the Third Part, and *John Foster* of the Fourth Part, and enrolled in the Court of Common Pleas in *Hilary* Term in the Twenty-sixth Year of King *George* the Third, and a Common Recovery suffered in that Term wherein the said *Robert Comyn* was Demandant and the said *John Foster* was Tenant, and the said Reverend Sir *Charles Mill* and *Charles Mill* Esquire, Vouchees, all those the Manors or Lordships of *Mottisfont* and *Cadbury*, *East Dean*, *Mount Longstock* otherwise *Longstoke* and *Stockbridge*, *King's Sumburne* otherwise *King's Somborne*, *Broughton*, *Nutshalling*, *Millbrook*, *Langley*, *Colbury*, *Durley*, and *Nether Eldon*, in the County of

Indenture dated 10th Feb. 1786.

[Private.]

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Southampton,



*Barker Mill's Estate Act, 1852.*

*Southampton*, and all and singular Manors, Messuages, Farms, Lands, Rectories, Parsonages, Tithes, Oblations, Obventions, Pensions, Fee-farm Rents of Assize, Quitrents, Mills, Fisheries, Tenements, and Hereditaments whatsoever, of the said Reverend Sir *Charles Mill* and *Charles Mill* Esquire, or either of them, or whereof or wherein they or either of them, or any other Person or Persons in trust for them or either of them, were or was seised or entitled of, in, or to any Estate of Freehold or Inheritance situate, lying or being, arising, growing, coming, or renewing, in, from, or out of the several Manors, Parishes, Towns, Boroughs, Townships, Places, or Precincts of *Millbrook* and *Nutshalling* and the other Manors and Places aforesaid, or any of them, or any other Parish, Place, or Precinct whatsoever in the County of *Southampton*, with the Appurtenances, were limited to the Use of the said Reverend Sir *Charles Mill* and his Assigns for his Life, with Remainder to the Use of such Person or Persons for such Estate or Estates, and in such Shares and Proportions, Manner and Form, and to, for, or upon such Uses, Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Charges, Powers, Provisoos, Declarations, Conditions, and Limitations, as the said Reverend Sir *Charles Mill* and *Charles Mill* Esquire should, during their joint Lives, by any Deed or Deeds, Writing or Writings, under their respective Hands and Seals, to be by them sealed and delivered in the Presence of and attested by Two or more credible Witnesses, direct, limit, or appoint, and in default of such Direction, Limitation, or Appointment, to the Use of such Person or Persons; and for such Estate or Estates, and in such Parts, Shares, and Proportions, Manner and Form, and to and for or upon such Trusts, Ends, Intents, and Purposes, and with, under, and subject to such Charges, Powers, Provisoos, Declarations, Conditions, and Limitations as the said *Charles Mill* Esquire, in case he should happen to survive the said Reverend Sir *Charles Mill*, should by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be by him sealed and delivered in the Presence of and to be attested by Two or more credible Witnesses, or by his last Will, direct, limit, or appoint; and in default of such Direction, Limitation, or Appointment, to the Use of the said *Charles Mill* Esquire, and the Heirs of his Body, with Remainder to the Use of the Survivor of the said Reverend Sir *Charles Mill* and *Charles Mill* Esquire, and the Heirs and Assigns of such Survivor for ever: And whereas in the Year One thousand seven hundred and ninety-two the said Reverend Sir *Charles Mill* died, leaving the said *Charles Mill* Esquire his eldest Son, and thereupon the said *Charles Mill* Esquire became Sir *Charles Mill* Baronet, and he is in this Act referred to as the Testator: And whereas by Deed Poll dated the Twentieth Day of *October* One thousand seven hundred and ninety-two, under the Hand and Seal of Sir *Charles Mill* the Testator, therein described as only Son of the Reverend Sir *Charles Mill*, then late of *Mottisfont*, Baronet, deceased,

and

Deed Poll  
dated 20th  
Oct. 1792.



*Barker Mill's Estate Act, 1852.*

and enrolled in the Court of Common Pleas in *Easter Term* in the Thirty-third Year of King *George the Third*, in which was recited an Indenture dated the Eighteenth Day of *March* One thousand seven hundred and eighty-six, between the said Reverend Sir *Charles Mill* and Dame *Mary* his Wife of the First Part, Sir *Charles Mill* the Testator of the Second Part, and *Robert Comyn* of the Third Part, whereby a Rentcharge of Three hundred and fifty Pounds a Year was charged and secured to Dame *Mary Mill* for her Life, upon and out of Part of those Estates, all those Estates were in execution of the recited Power of Appointment of Sir *Charles Mill* the Testator, limited to the Use of himself, his Heirs and Assigns, for ever: And whereas by a Deed Poll dated the Third Day of *February* One thousand seven hundred and ninety-five, under the Hand and Seal of *Mary Mill* Spinster, in which it was recited that by Indenture dated the Twenty-seventh Day of *May* One thousand seven hundred and eighty-six, between the said Reverend Sir *Charles Mill* of the First Part, the said *Charles Mill* Esquire of the Second Part, and the said *Robert Comyn* of the Third Part, the said Reverend Sir *Charles Mill* demised, and he and the said *Charles Mill* Esquire appointed, Part of those Estates unto the said *Robert Comyn* for Five hundred Years, upon trust for securing the Payment of Three thousand Pounds to the same *Mary Mill* for her Portion, and that the said Reverend Sir *Charles Mill* had since departed this Life, she, the same *Mary Mill*, acknowledged to have received the same, and released that Part of those Estates therefrom, and that Term has ceased: And whereas by Indenture dated the First Day of *January* One thousand eight hundred, between Sir *Charles Mill* the Testator, of the First Part; Sir *John Frederick* Baronet, and the Reverend *Charles Williams* Clerk, of the Second Part; Sir *John Morshead* Baronet, and Dame *Elizabeth* his Wife, and *Selina Morshead* Spinster, of the Third Part; being the Settlement on the Marriage then intended between the Testator and the said *Selina Morshead*, the Testator granted to the said *Selina Morshead* for her Life from his Death, if the Marriage should take effect and she should survive him, in full for her Jointure and in bar of Dower, One clear yearly Rentcharge of Five hundred Pounds payable out of the Manor of *Nursling*, and other Hereditaments, Part of those Estates, with Powers of Distress and Entry for Recovery thereof, and demised those Premises unto the said Sir *John Frederick* and *Charles Williams* after the Death of the Testator, if the Marriage should take effect and she should survive him, for Ninety-nine Years, upon trust for the better securing that Rentcharge, and demised a Dwelling House and Hereditaments then occupied by Dame *Mary Mill* in the Manor of *Millbrook*, being other Part of those Estates, unto the said *Selina Morshead* after the Death of the Survivor of the Testator and Dame *Mary Mill*, if the Marriage should take effect, for Ninety-nine Years, if the said *Selina Morshead* should so long live:

Deed Poll  
dated 3d  
Feb. 1795.

Indenture  
dated 1st  
Jan. 1800.



*Barker Mill's Estate Act, 1852.*

Indenture  
dated 29th  
March 1804.

Will of Sir  
Charles Mill  
the Testator,  
dated 4th  
June 1829.

live: And whereas on the Second Day of *January* One thousand eight hundred the Marriage between the Testator and the said *Selina Morshead*, now Dame *Selina Mill*, was solemnized: And whereas the said Dame *Mary Mill* died in the Year One thousand eight hundred: And whereas by Indenture dated the Twenty-ninth Day of *March* One thousand eight hundred and four, between Sir *Charles Mill* the Testator of the One Part, and the said Sir *John Frederick* and *Charles Williams* of the other Part, the Testator demised the said Manor of *Nursling* and Hereditaments unto the said Sir *John Frederick* and *Charles Williams* for a reversionary Term of Ninety-nine Years, if the said Dame *Selina Mill* should survive the Testator, upon trust for securing to her for her Life, if she should survive him, a further yearly Rentcharge of Five hundred Pounds, with Power of Distress and Entry for Recovery thereof: And whereas the said *Charles Williams* died in the Year One thousand eight hundred and eight: And whereas the said Sir *John Frederick*, by his Will dated the Sixteenth Day of *June* One thousand eight hundred and twenty-four, appointed his Son *Richard Frederick* Executor thereof: And whereas the said Sir *John Frederick* died in the Year One thousand eight hundred and twenty-five: And whereas on the Twenty-fifth Day of *February* One thousand eight hundred and twenty-five the Will of the said Sir *John Frederick* was proved in the Prerogative Court of *Canterbury* by the said Executor thereof, who is now Sir *Richard Frederick* Baronet: And whereas Sir *Charles Mill* the Testator, by his last Will and Testament dated the Fourth Day of *June* One thousand eight hundred and twenty-nine, and duly executed and attested as then required for devising Real Estate, ratified the last Two recited Indentures, and devised all his Manors, Messuages, Lands, Tenements, Tithes, Hereditaments, and Real Estate whatsoever and wheresoever unto *John Morshead* and *George Atherley*, and their Heirs, as to certain Messuages and Hereditaments at *Bury* in the Parish of *Eling*, and at *Upton* in the Parish of *Nursling*, respectively, upon trust for the said Dame *Selina Mill* during her Life, in lieu of the said Messuage and Hereditaments settled on her as aforesaid, and as to the whole of his Real Estate, subject to the Trusts therein-before declared in her Favour, to the Use of *George King* and *Harry Porter Curtis* for Ninety-nine Years from his Death, upon the Trusts therein-after declared, and subject to that Term and the Trusts thereof, and in default of his having any Child, to the Use of his Nephew *John Barker*, during his natural Life, with Powers of cutting Timber as therein expressed; with Remainder to the Use of the said *John Morshead* and *George Atherley*, and their Heirs, during the Life of his said Nephew, upon trust to preserve contingent Remainders; with Remainder to the Use of all the Children of his said Nephew, as Tenants in Common in Tall, with Cross Remainders between them as Tenants in Common in Tail, and on Failure of Issue of all such Children but



*Barker Mili's Estate Act, 1852.*

but One, or if there should be but One such Child, to the Use of such remaining or only Child in Tail; with Remainder to the Use of the Testator's own right Heirs for ever; and the Testator declared the Trusts of the Term of Ninety-nine Years thereby limited to be for raising the Annuities following; to wit, for the said Dame *Selina Mill* One thousand Pounds during her Life, in addition to her said Jointures of Five hundred Pounds each; and for *Eliza Susanna Morshead*, Two hundred Pounds during her Life; and for *Caroline Morshead*, Two hundred Pounds during her Life; and for *Sophia de la Cainea*, Two hundred Pounds during her Life; and for Mrs. *Peacock*, for her separate Use, Two hundred Pounds during her Life, and (after the Decease of the said *Sophia de la Cainea*) Two hundred Pounds more during her Life; and for *Thomas William Walley*, Twenty Pounds during his Life; and for *Sarah Cunditt*, Fifty Guineas during her Life; and for *William Newman*, in case he should be living with the Testator at his Decease, Fifty Guineas during his Life; and for the said Dame *Selina Mill* such further yearly Sum as with the net Income of his clear residuary Personal Estate would make up the clear yearly Sum of One thousand Pounds; and the Testator bequeathed all his Estates held for Terms of Years unto the said *John Morshead* and *George Atherley* upon trust for the Person or Persons for the Time being entitled to his Real Estates, but not to vest absolutely in any Tenant in Tail until Twenty-one, and devised all his Copyhold Estates unto the said *John Morshead* and *George Atherley*, their Heirs and Assigns, upon such Trusts as would nearest correspond with the Limitations of his Real Estates; and the Testator directed that the said *John Barker* and his Issue should within Twelve Months after coming into possession of the said Real Estates, if then Twenty-one, and if not within Twelve Months after attaining Twenty-one, take and use the Surname and Arms of *Mill*, and endeavour to obtain an Act of Parliament, or a Licence from the Crown for that Purpose, with a shifting Use to take effect on default in that Behalf; and the Testator bequeathed his residuary Personal Estate and Effects unto the said *John Morshead* and *George Atherley*, upon trust to call in and convert into Money the same, and to pay thereout his Debts, Funeral and Testamentary Expenses, and Legacies, and to invest on Government or Real Securities the Residue thereof, and to pay the yearly Income thereof to his said Wife and her Assigns during the Life, and after her Decease upon the same Trusts, as therein-before declared of the Monies to arise from the Sale of any Part of his Real Estates under the Powers therein-before contained; and the Testator thereby appointed the said Dame *Selina Mill* sole Executrix thereof: And whereas Sir *Charles Mill* the Testator re-executed his said Will on or about the Second Day of *November* One thousand eight hundred and thirty-one: And whereas the said Will contained Powers for granting Leases of

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*Barker Mill's Estate Act, 1852.*

the devised Estates for One, Two, or Three Life or Lives in being, or for Years determinable with One, Two, or Three Life or Lives in being, either in possession or in reversion, and for renewing and exchanging any such Life or Lives, and for accepting Surrenders of Leases previously to granting new Leases, and the Persons to exercise such Powers were thereby enabled to take Fines for granting Leases of any Lands held at the Time or within One Year before the making of the Grant for a Life or Lives, or for Years determinable with a Life or Lives; and also to covenant for the Substitution of a new Life in any Lease for Lives in the event of the Death of a *Cestui-que Vie* within Twelve Years from the Date of the Lease in consideration of the Erection of Buildings on the Land demised and not built on at the making of the Contract for the Lease, and such Powers of leasing were thereby extended to granting Copyholds for Lives; and the Testator provided that the said *John Barker* should be entitled for his own Use and Benefit during his Life to all the Fines, Premiums, and Considerations payable for the Grant of such Leases respectively: And whereas the said Will also contained a Power for granting Leases for Twenty-one Years, at the best Rent without Fine, of the devised Estates: And whereas those Powers of leasing were made exercisable by the said *John Barker* during his Life, and by his Issue entitled in possession after his Death, and by the said *John Morshead* and *George Atherley*, and the Survivor of them and his Heirs, during the Minority of any such Issue: And whereas the said Will also contained Powers for the said *John Morshead* and *George Atherley*, and the Survivor of them, and the Heirs and Assigns of such Survivor, at the Request in Writing of the said *John Barker* during his Life, and of his Issue entitled in possession after his Decease, if of full Age, or of their Guardians if under Age, to make absolute Sales and Exchanges of the devised Estates, and to receive Money for Equality of Exchange, and to apply the Monies so received in the Purchase of Freehold, Leasehold, or Copyhold Estates, and to settle the Estates so purchased and taken in exchange to the Uses and upon the Trusts of the Estates so sold and given in exchange, or as near thereto as might be, and until proper Purchases should be found to invest such Monies at Interest on Government or Real Securities, and to pay the Interest thereof to the Person who would be entitled to the Rents of the Estates to be so purchased, if the same were so purchased and settled: And whereas Sir *Charles Mill* the Testator, by a Codicil to his said Will dated the Thirteenth Day of *September* One thousand eight hundred and thirty-three, and duly executed and attested as aforesaid, revoked that Part of his Will by which his Estates were limited to the Use of the said *George King* and *Harry Porter Curtis* for the said Term of Ninety-nine Years, and in lieu thereof devised those Estates unto the said *George King* and *William Stead* for the said Term of Ninety-nine Years, upon the Trusts by his

Codicil to  
said Will  
dated 13th  
Sept. 1833.



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his Will declared concerning that Term : And whereas the Testator departed this Life in the Year One thousand eight hundred and thirty-five without Issue, and without having revoked or altered his said Will save by the said Codicil ; and on the Fourteenth Day of *April* One thousand eight hundred and thirty-five his said Will and Codicil were proved by the said Dame *Selina Mill*, the Executrix thereof, in the Prerogative Court of *Canterbury* : And whereas the said Reverend Sir *Charles Mill*, then a Bachelor, intermarried on the Seventeenth Day of *November* One thousand seven hundred and sixty-three with *Mary Windover*, and had by her Two Children only, to wit, the said Sir *Charles Mill* the Testator, and *Mary Mill* : And whereas the said *Mary Mill*, then a Spinster, intermarried on the Nineteenth Day of *December* One thousand seven hundred and ninety-seven with *Stephen Popham* her First Husband, and had by him One Child only, to wit, *Stephen William Popham* : And whereas the said *Stephen Popham* died in the Year One thousand eight hundred : And whereas the said *Stephen William Popham* died in the Year One thousand eight hundred and twenty-seven without Issue : And whereas the said *Mary Popham* intermarried on the Twenty-third Day of *February* One thousand eight hundred and two with *John Barker* her Second Husband, and had by him *John Barker* the Nephew of the said Sir *Charles Mill* the Testator, and who was the eldest Son of that Marriage : And whereas the said *Mary Barker* died in the Year One thousand eight hundred and twenty-six : And whereas at the Death of the said Sir *Charles Mill* the Testator the said *John Barker* his Nephew was his Heir-at-Law : And whereas the said Dame *Selina Mill* elected to take the said Messuage and Hereditaments at *Bury* for her Life in lieu of the said Messuage and Hereditaments settled on her as aforesaid ; and she elected not to take the said Hereditaments at *Upton* : And whereas the said *Eliza Susanna Morshead* died in the Year One thousand eight hundred and forty-eight : And whereas the said *Sophia de la Cainea* died in the Year One thousand eight hundred and forty-seven : And whereas the said Mrs. *Peacock* in the Year One thousand eight hundred and forty-eight assumed the name of *Yate*, and is now known as Mrs. *Peacock Yate* : And whereas the said *Thomas William Walley* died in the Year One thousand eight hundred and thirty-six : And whereas the said *Sarah Cunditt* died in the Year One thousand eight hundred and forty-six : And whereas the said *William Newman* died in the Lifetime of the Testator : And whereas the said *George King* died in the Year One thousand eight hundred and forty-two : And whereas within One Year of the Death of the Testator the said *John Barker* obtained His then Majesty's Royal Licence to assume and use the Surname and Arms of *Mill*, and he assumed and hath ever since used the same accordingly : And whereas at the Time of the Death of the said Sir *Charles Mill* the Testator, *Mottisfont Abbey*, Part of the  
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devised Estates, and which is the Family Mansion House, required expensive Repairs : And whereas by reason of the said Sir *Charles Mill* the Testator having bequeathed all his Personal Estate, including all his Furniture, Plate, and Wine, upon trust for Sale, that Family Mansion House was when the said *John Barker Mill* came into possession thereof in an unfurnished State : And whereas after the said *John Barker Mill* came into possession of that Family Mansion House he laid out on the Repairs thereof, and on furnishing it, and on otherwise improving Parts of the devised Estates, and on purchasing Lands adjoining and convenient, to be held with the devised Estates, Sums much exceeding his Income from the devised Estates ; and in order thereto he at divers Times borrowèd Money, and secured the same as herein-after recited, and the greater Part of the Money so secured was expended by him for those Purposes : And whereas by Indenture dated the Twenty-first Day of *November* One thousand eight hundred and thirty-five, between the said *John Barker Mill* of the One Part, and the said *William Stead* and *Richard Browne* of the other Part, the said *John Barker Mill* did covenant with the said *William Stead* and *Richard Browne*, that he or his Heirs would, at the Request in Writing of the said *William Stead* and *Richard Browne*, execute to them a valid Conveyance, Surrender, and Assignment of the Estates settled by the Will of the Testator, by way of Mortgage, for securing a Principal Sum and Interest, and that in the meantime the Monies intended to be thereby secured should be a Charge on those Estates ; and the same Principal and Interest or Part thereof still remain on that Security : And whereas the said *Richard Browne* died in the Year One thousand eight hundred and thirty-six : And whereas in the Year One thousand eight hundred and thirty-six the said *John Barker Mill* was created a Baronet, and is now Sir *John Barker Mill* Baronet : And whereas the said Sir *John Barker Mill* is married, but hath not had any Issue : And whereas the said *John Morshead* died in the Year One thousand eight hundred and thirty-one : And whereas by an Indenture of Appointment and Release dated the Eleventh Day of *May* One thousand eight hundred and thirty-six, between the said Sir *John Barker Mill* of the First Part, the said *George Atherley* of the Second Part, the Reverend *Edward Bethel Cox* of the Third Part, and *William Charles Daman* of the Fourth Part, and an Indenture of Release dated the Thirteenth Day of *May* One thousand eight hundred and thirty-six, between the said *William Charles Daman* of the One Part, and the said *George Atherley* and *Edward Bethel Cox* of the other Part, (each of those Indentures being founded on a usual preceding Bargain and Salè for a Year,) the said *Edward Bethel Cox* was appointed a Trustee of the said Will of the said Testator, jointly with the said *George Atherley* and in the place of the said *John Morshead*, and the Freehold and Leasehold Trust Estates theretofore vested in the said *John Morshead* and

*George*

Indenture  
dated 21st  
Nov. 1835.

Indenture  
dated 11th  
May 1836.



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*George Atherley* under that Will were conveyed and transferred to the said *George Atherley* and *Edward Bethel Cox* as such Co-Trustees: And whereas at a Court Baron of the Manor of *Eling* in the County of *Southampton*, held on the Twentieth Day of *July* One thousand eight hundred and thirty-five, the said *George Atherley* and *Edward Bethell Cox* were admitted Tenants in Fee upon the Trusts of the said Will of the Testator of the Copyhold Tenements holden of that Manor, and thereby devised: And whereas by Indenture dated the Thirteenth Day of *February* One thousand eight hundred and forty, between the said Sir *John Barker Mill* of the First Part, the Honourable *Richard Cavendish* of the Second Part, and the Right Honourable *Henry Manners Lord Waterpark* of the Third Part, the said Sir *John Barker Mill* demised the devised Estates of which he was seised for Life, or for any Estate of Inheritance, unto the said *Richard Cavendish* for Ninety-nine Years, if the said Sir *John Barker Mill* should so long live, and demised his Remainder or Reversion in Fee expectant on his Decease and Failure of his Issue, of and in those Estates unto the said Lord *Waterpark* for One thousand eight hundred Years, by way of Mortgage for securing the Payment to the said *Richard Cavendish* of a Principal Sum of Money with Interest thereon: And whereas by Indenture dated the Nineteenth Day of *March* One thousand eight hundred and forty, between the said Sir *John Barker Mill* of the One Part, and the said *Richard Cavendish* of the other Part, the said Sir *John Barker Mill* charged the same mortgaged Estates with the Payment to the said *Richard Cavendish* of a further Principal Sum of Money with Interest thereon: And whereas by Indenture dated the Fifteenth Day of *July* One thousand eight hundred and forty-one, between the said *Richard Cavendish* of the First Part, and the said Lord *Waterpark* of the Second Part, *Thomas Hart* of the Third Part, *Elizabeth Maria Margaret Hart* of the Fourth Part, and the Honourable and Reverend *Thomas Union Cavendish*, *George Richard Phillips*, Sir *Thomas Cotton Sheppard* Baronet, and *Edward Buller*, of the Fifth Part, the Principal Sums of Money and the Interest thereon respectively secured to the said *Richard Cavendish* as aforesaid, and the said Term of Ninety-nine Years determinable with the Life of the said Sir *John Barker Mill*, were assigned and transferred unto the said *Thomas Union Cavendish*, *George Richard Phillips*, Sir *Thomas Cotton Sheppard*, and *Edward Buller*, and it was declared that the said Lord *Waterpark* should be possessed of the said Term of One thousand eight hundred Years, upon trust for securing the Payment of the same Principal Sums and Interest: And whereas by Indenture dated the Eleventh Day of *August* One thousand eight hundred and forty-five, between the said *Thomas Union Cavendish*, *George Richard Phillips*, Sir *Thomas Cotton Sheppard*, and *Edward Buller* of the First Part, the said *Richard Cavendish* of the Second Part,

Indenture  
dated 13th  
Feb. 1840.

Indenture  
dated 19th  
March 1840.

Indenture  
dated 15th  
July 1841.

Indenture  
dated 11th  
Aug. 1845.

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*Barker Mill's Estate Act, 1852.*

Indenture  
dated 15th  
Dec. 1845.

the said Sir *John Barker Mill* of the Third Part, the said Lord *Waterpark* of the Fourth Part, 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, of the Fifth Part, and *Ralph Barnes* of the Sixth Part, the Principal Sums of Money and the Interest thereon respectively, secured originally to the said *Richard Cavendish* as aforesaid, and the said Term of Ninety-nine Years, determinable with the Life of the said Sir *John Barker Mill*, were assigned and transferred to the said Sir *Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, as such Trustees as aforesaid, and the said Term of One thousand eight hundred Years was assigned to the said *Ralph Barnes*, upon trust for securing the Payment of the same Principal Sums and Interest: And whereas by Indenture dated the Fifteenth Day of *December* One thousand eight hundred and forty-five, between the said Sir *John Barker Mill* of the First Part, the said Sir *Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, Trustees as aforesaid, of the Second Part, *Frederick Kitson* of the Third Part, and the said *Ralph Barnes* of the Fourth Part, the said Sir *John Barker Mill* granted the demised Estates unto the said *Frederick Kitson* and his Heirs to the Use of the said Sir *Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, for the Remainder of the said Term of Ninety-nine Years, determinable with the Life of the said Sir *John Barker Mill*, by way of Confirmation of that Term, and subject thereto to the Use of the said Sir *John Barker Mill* and his Assigns during his Life, with Remainder to the Use of Trustees during his Life, upon trust to preserve contingent Remainders, and after the Decease of the said Sir *John Barker Mill*, and subject to the Uses and Estates of the said Will of the Testator, limited between the Limitation therein contained to the said Sir *John Barker Mill* for his Life, and the Limitation therein contained to the Use of the right Heirs of the Testator, to the Use of the said Sir *Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, their Heirs and Assigns, by way of Second Mortgage or further Charge for securing the Payment to the said Sir *Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, as such Trustees, of the Principal Sums and Interest so transferred to them, and of a further Principal Sum and Interest thereon; and it was declared that the said *Ralph Barnes* should be possessed of the said Term of One thousand eight hundred Years, upon trust for securing Payment of the aggregate Amount of all those Principal Sums and the Interest thereon; and that aggregate Amount or Part thereof still remains on the said several Securities for the same: And whereas by Indenture dated the Eleventh Day of *April* One thousand eight hundred and fifty, and made between the said Sir *John Barker Mill* of the One Part, and *John Beaumont Swete*, the Reverend *Henry William*

Indenture  
dated 11th  
April 1850.



*Barker Mill's Estate Act, 1852.*

*William Marker, Charles Grene Ellicombe, and the Reverend Henry Thomas Ellicombe, of the other Part, the said Sir John Barker Mill demised the devised Estates of or to which he was seised or entitled for Life, or for any greater Estate, unto the said John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe, and Henry Thomas Ellicombe, for Ninety-nine Years, if the said Sir John Barker Mill should so long live, and granted his Remainder or Reversion in Fee of and in those Estates unto and to the Use of the said 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 the said John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe, and Henry Thomas Ellicombe of a Principal Sum of Money, with Interest thereon; and it was thereby declared that the said Ralph Barnes should be possessed of the said Term of One thousand eight hundred Years, subject to the Trusts declared thereof as aforesaid, upon trust for securing the Payment of the same Sum and Interest, which, or Part whereof, still remain on that Security: And whereas by Indenture dated the Twenty-ninth Day of January One thousand eight hundred and fifty-one, between the said Sir John Barker Mill of the One Part, and Nassau John Senior, Thomas Hughes, and Ralph Sanders, of the other Part, the said Sir John Barker Mill demised Parts of the devised Estates unto the said Nassau John Senior, Thomas Hughes, and Ralph Sanders for One hundred Years, if the said Sir John Barker Mill should so long live, and granted his Remainder or Reversion in Fee of and in the same unto and to the Use of the said Nassau John Senior, Thomas Hughes, and Ralph Sanders, their Heirs and Assigns, by way of Mortgage for securing Payment to the said Nassau John Senior, Thomas Hughes, and Ralph Sanders, of a Principal Sum of Money, with Interest thereon, and the same or Part thereof still remains on that Security: And whereas by Articles of Agreement dated the Tenth Day of March One thousand eight hundred and fifty-two, between the said John Barker Mill of the One Part, and Edward Andrew Sanders, William Barnes, and the said Ralph Sanders, of the other Part, the said Sir John Barker Mill agreed to mortgage his Interest in the devised Estates to the said Edward Andrew Sanders, William Barnes, and Ralph Sanders, for securing Payment to them of a Principal Sum of Money with Interest thereon, and the same, or Part thereof, still remains on the Security of that Agreement: And whereas divers Lands, Parts of the devised Estates, are available for Building Purposes and for various Improvements, and there is a reasonable Prospect that other Lands, Part of those Estates, may become available for like Purposes, but the Powers created by the said Will are not sufficient for enabling such Lands to be well laid out for such Purposes, and to be disposed of in the most advantageous Manner: And whereas Leases of divers Lands now available*

Indenture  
dated 29th  
Jan. 1851.

Articles of  
Agreement  
dated 10th  
March 1852.



*Barker Mill's Estate Act, 1852.*

available for Building Purposes, and adjoining or near adjoining Parts of the devised Estates, can be obtained for long Terms of Years, and with an Option of purchasing the Reversion in Fee, and in other respects, on Conditions so much more beneficial to the Lessees than those which they could obtain under the Powers created by the said Will, that such of the Lands, Part of the devised Estates, as are available for Building Purposes, cannot be offered in fair Competition with such other Lands: And whereas the granting of Leases of Building Lands for Terms of Years much longer than Ninety-nine Years is becoming general in that Part of the County of *Southampton* in which such Parts of the devised Estates as are available for Building Purposes are situate: And whereas many Leases of Building Lands in the Neighbourhood of such Parts of the devised Estates as are available for Building Purposes have been granted, with an Option of purchasing (within a limited Period after the making of the Lease) the Reversion of the Lands demised, at a Price equal to Twenty Years Purchase of the yearly Rent reserved, and that Mode of disposing of Building Lands enables them to be disposed of advantageously: And whereas the Population of the Town of *Southampton* has of late Years greatly increased, and many Dwelling Houses have been built and are building in the District near the Town, which comprises Parts of the Parishes of *Millbrook*, *Nursling*, and *Eling*, for the Residence of Persons connected with the Trade and Commerce of the Port of *Southampton*, and who prefer to reside out of the Town, and there is a great and increasing Demand in that District for Building Leases for long Terms of Years, but it is impracticable to dispose in the most advantageous Manner of Building Lands in that District, on Building Leases for Terms not exceeding Ninety-nine Years: And whereas by reason of the Restrictions of the Power of granting Building Leases created by the said Will, such Parts of the devised Estates as lie within that District cannot be offered on such Terms of fair Competition with other Lands in the Neighbourhood thereof as to obtain the best yearly Rent or other Consideration for the granting of Building Leases thereof; and those Restrictions are therefore detrimental to the said Sir *John Barker Mill* and the several Persons entitled or to become entitled after his Decease to the devised Estates: And whereas it would be for the Benefit of the said Sir *John Barker Mill* and such other Persons, that Powers should be granted for enabling Parts of those Estates situate in the Parishes of *Millbrook*, *Nursling*, and *Eling*, to be leased for Building Purposes, on Terms as advantageous to the Lessees as those which can be granted to Lessees of Building Lands in other Parts of that District: And whereas divers Lands, Parts of the devised Estates, are at Times overflowed by the Tide, and are in other respects of scarcely any present Value, and in order to the durable Improvement and advantageous

Disposal



*Barker Mill's Estate Act, 1852.*

Disposal of such Lands it would be requisite that they should be drained and fenced, and be inclosed and embanked so as to prevent their being overflowed by the Tide, and that Roads, Sewers, and other Improvements should be made in and upon them; but the said Will does not contain Powers for such Purposes, or for raising and applying Money for such Purposes: And whereas the Powers of the said Will for renewing and taking Surrenders of Leases have been found to be inconvenient and to occasion disproportionate Expense to the Lessees, and it would be for the Benefit of the said Sir *John Barker Mill* and such other Persons as well as to the Lessees, that more simple Powers for taking Surrenders of Leases should be granted: And whereas it would be for the Benefit of the said Sir *John Barker Mill* and such other Persons that Powers should be granted for enabling Parts of the devised Estates situate in the Parishes of *Millbrook, Nursling, and Eling*, to be well laid out for building and improving Purposes, and for such Purposes, and also for durably increasing the Value thereof, to be drained, fenced, inclosed, and embanked, and to be otherwise improved by the making in and upon the same of Roads, Sewers, and other Improvements, and for enabling Money to be raised on the devised Estates for the Purposes of such Improvements, and of carrying this Act into execution, and to be applied accordingly, and so to increase the Value of those Estates: And whereas it would also be for the Benefit of the said Sir *John Barker Mill* and such other Persons that such Powers of leasing, selling, and exchanging the devised Estates, and purchasing for the Purposes of Improvements some adjoining Lands, as by this Act granted, should be granted: And whereas the Powers of Sale and Exchange created by the said Will comprise the ancient Family Mansion of *Mottisfont Abbey*, and the Gardens and Pleasure Grounds and Demesne Lands thereof, and the said Sir *John Barker Mill* is willing, and it would be for the Benefit of the several Persons so entitled or to become entitled, that the same should not be sold or exchanged, and that those Powers of Sale and Exchange should be amended: And whereas the several Manors, Messuages, Lands, Tenements, and Hereditaments specified in the First Schedule to this Act annexed are Parts of the devised Estates: And whereas the several Messuages, Lands, Tenements, and Hereditaments specified in the Second Schedule to this Act annexed are such Parts of the devised Estates as are or probably may become available for Building Purposes, and divers Parts thereof are now held on Leases for a Life or Lives, or for Years determinable with a Life or Lives, and if such Leases could be surrendered at a moderate Expense, and Building Leases for long Terms of Years and with the Option of purchasing the Reversion could be granted in lieu thereof, it would tend not only to the Improvement of the Lands so demised but also to the general

[Private.]



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Improvement of the devised Estates: And whereas it would improve the Value of the devised Estates if divers old Messuages and other Buildings thereon now held on Leases for a Life or Lives, or for Years determinable with a Life or Lives, were pulled down, and if more valuable Buildings were erected by the Lessees in lieu thereof; but the Terms and Conditions of the existing Powers for granting Leases of the devised Estates prevent Arrangements being made for the effecting by the Lessees of such Improvements: And whereas, in pursuance of divers Acts, Parts of the devised Estates have been purchased by the *Southampton and Dorchester Railway Company* and the *London and South-western Railway Company* respectively, and by other Persons, and the Purchase Monies already received in respect of such Purchases have been invested in the Consolidated Three Pounds *per Centum* Annuities in the Names of the said *Edward Bethell Cox* and *George Atherley*, as Trustees of the said Will, and there is now standing in their Names the aggregate Sum of Two thousand six hundred and twenty Pounds Four Shillings and Twopence, like Annuities, upon those Trusts; and there are other Monies not yet paid by the *London and South-western Railway Company* in respect of such Purchases, which when paid must be invested in like Manner: And whereas it would be for the Benefit of the said *Sir John Barker Mill* and other the Persons entitled to the devised Estates, that Power should be given to apply the Proceeds of those Annuities and those Monies respectively for the Purposes of this Act: And whereas such several Purposes cannot be effected without the Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subject the said *Sir John 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; to wit,

## Short Title.

I. That in citing this Act for any Purpose it shall be sufficient to use the Expression "*Barker Mill's Estate Act, 1852.*"

## Interpretation of Terms.

II. That in this Act the following Words and Expressions have the following Meanings; to wit,

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

The Expression "the Trustees" means the said *George Atherley* and *Edward Bethel Cox*, and the Survivor of them, and other the Persons and Person who under the recited Will are and is from



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from Time to Time the Trustees or Trustee thereof for any of the Purposes for which the said *John Morshead* and *George Atherley* were thereby appointed Trustees thereof:

The Expression "the Settled Estates" means the Lands specified in the First Schedule to this Act annexed, and all Lands from Time to Time purchased according to the Provisions of this Act, and settled to the Uses and upon the Trusts for the Time being in force or capable of taking effect, by the recited Will limited and declared of the Lands specified in that Schedule:

The Expression "the Building Lands" means such Parts of the Settled Estates as are specified in the Second Schedule to this Act annexed, and all Lands within the District specified in that Schedule, or adjoining any of the Lands comprised in that Schedule from Time to Time purchased, according to the Provisions of this Act, and settled to the Uses and upon the Trusts for the Time being in force and capable of taking effect, by the recited Will limited and declared of the Lands specified in that Schedule, and convenient to be held therewith:

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

III. That the several Powers by this Act created, and to be exercisable either by *Sir John Barker Mill* or by the Trustees, shall during the Life of the said *Sir John Barker Mill*, and when he is not under any Incapacity, and except in those Cases in which the Consent of the Trustees is expressly required, be exercisable only by him, and shall at all other Times be exercisable only by the Trustees; and as regards the Lands of which *Dame Selina Mill* is Tenant for Life under the recited Will, the several Powers of this Act shall not be exercisable without her Consent.

Exercise of Powers by *Sir John Barker Mill*, or by Trustees.

IV. That after the Decease of *Sir John Barker Mill*, and during the Minority or any other Incapacity of the Person, if any, who then is under the Limitations of the recited Will entitled as Tenant in Tail by Purchase in possession, the Consent of the Guardian or Committee of such Person shall be requisite for the Exercise for the Time being by the Trustees of any of the Powers by this Act created.

Consent to exercise of Powers by Trustees.

V. That *Sir John Barker Mill* with the Consent of the Trustees, or the Trustees, may from Time to Time, under the Authority and according to the Provisions of this Act, inclose, reclaim, drain, and otherwise

Powers to improve Settled Estates and Building Lands.



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otherwise durably improve any Parts of the Settled Estates, and for the durable Improvement of the Building Lands may make in and upon any Parts thereof all such Sewers, Drains, Flood Gates, Dams, Banks, Walls, Bridges, Paths, Roads, with or without Rails or Tram-plates thereon, Ways, Wharfs, Quays, Slips, Works, and Conveniences whatsoever, as he and they may think proper, so as the same respectively be made with a view to the durable Improvement of the Value of the Settled Estates.

Works affecting tidal Waters not to be executed without Consent of Admiralty.

VI. Provided always, That Sir *John Barker Mill* or the Trustees shall not by virtue of this Act make, extend, or alter, on the Shore of the Sea, or of any Creek, Bay, or Arm of the Sea, or in, under, or over any tidal or navigable Water, any Work without the previous Consent of the Lord High Admiral, or of the Commissioners for the Time being for executing the Office of Lord High Admiral, or any Two of them, signified in Writing under the Hand of the Secretary of the Admiralty, and which Consent such Secretary is by this Act authorized to give; and then only according to such Plan and under such Restrictions and Regulations as the Lord High Admiral or such Commissioners, or any Two of them, approve, such Approvals respectively being signified in like Manner; and if any such Work be completed or commenced contrary to the Provisions of this Act, the Lord High Admiral or such Commissioners at their Discretion may abate and remove the same, and restore the Site thereof to its former Condition, at the Cost of the Person so offending.

Power to purchase adjoining Land, &c. for Purposes of Improvement.

VII. That in order to the better Execution or Effect of any Improvement by this Act authorized in any Case in which the Part to be improved of the Building Lands is adjoining or near adjoining to any Lands, the Addition of which, or of any Estate, Term, Easement, Right, or Interest in, over, or affecting which, to the Lands then forming Part of the Building Lands would, in the Opinion of Sir *John Barker Mill* or the Trustees, tend to the durable Improvement of the Value of the Settled Estates, the Trustees may purchase, rent, or otherwise acquire from the Parties entitled to or having Power to sell, lease, or otherwise dispose of the same, such adjoining or near adjoining Lands, or any such Estate, Term, Easement, Right, or Interest.

Power to purchase Easements of Sewers, &c.

VIII. That in order to the better Execution or Effect of any such Improvement, the Trustees may purchase, rent, or otherwise acquire from the Parties entitled to or having Power to sell, lease, grant, or confer the same, any Easements or Rights of making, repairing, maintaining, and using in and through any Lands, any Sewers, Drains, Watercourses, Roads, and Ways, and may make such Contracts and Arrangements for and with respect to the User or Enjoyment of the same,



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same, and the Terms and Conditions of such User and Enjoyment, as the Trustees think proper.

IX. That for any of the Purposes of this Act the Trustees may purchase, rent, or otherwise acquire from the Parties entitled thereto, or having Power to sell, lease, or dispose of the same, any particular Estate, Term, or Interest of any Lessee, Tenant, or Occupier of, in, or affecting any Part of the Settled Estates.

Power to purchase Interests in Settled Estates.

X. That all such adjoining or near adjoining Lands, Estates, Terms, Easements, Rights, and Interests, and all such particular Estates, Terms, and Interests, so purchased, rented, or otherwise acquired respectively, shall on or forthwith after the Acquisition by the Trustees thereof be settled to the Uses and upon the Trusts for the Time being in force or capable of taking effect by the recited Indentures of the First Day of *January* One thousand eight hundred, and the Twenty-ninth Day of *March* One thousand eight hundred and four, and the recited Will respectively, limited and declared of the Settled Estates, or as near thereto as Circumstances may admit, and shall be deemed for the Purposes of this Act Part of the Settled Estates, but not so as to multiply or increase Charges, or, as the Case may be, shall, if the Trustees think expedient, be merged in the Freehold and Inheritance of the Settled Estates.

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

XI. That whenever Sir *John Barker Mill* or the Trustees from Time to Time accept Re-conveyances, Assignments, or Surrenders of all or any Part of any Portions of the Settled Estates which at the Time of the passing of this Act are held by or under any Leases by which only Quitrents are reserved, the Estate, Term, or Interest re-conveyed, assigned, or surrendered, or expressed and intended so to be, shall thereupon absolutely cease.

On Acceptance of Surrenders, &c., Estate, &c. surrendered to cease.

XII. That as regards any Parts of the Settled Estates not heretofore leased, either for a Life or Lives, or for Years determinable with a Life or Lives, Sir *John Barker Mill* shall not grant any new Lease for a Life or Lives, or for Years determinable with a Life or Lives, of the same or any Part thereof.

No new Leases for Lives, &c. to be granted by Sir John Barker Mill.

XIII. That Sir *John Barker Mill* or the Trustees may from Time to Time make any Lease of any Part of the Settled Estates for any Term not exceeding Twenty-one Years, to take effect in possession immediately or within Three Months after the making thereof, and at the best Rent that can be reasonably obtained for the same, so as there be not any Fine, Premium, or Foregift taken for the making thereof, and so as the Rent be made payable half-yearly or more often, and so as sufficient Powers of Distress and Entry be reserved

Power to lease for 21 Years at Rackrent, without Fine.

[*Private.*]

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for



*Barker Mill's Estate Act, 1852.*

for securing the Payment of the Rent, and the Performance and Observance of the Lessee's Covenants therein, and so as the Lessee be not thereby made dispunishable for Waste, and so as the Lessee execute a Counterpart of the Lease ; and every such Lease may be on such Terms and Conditions as Sir *John Barker Mill* or the Trustees may think reasonable.

Power to appropriate, &c. Building Lands for Building Purposes.

XIV. That Sir *John Barker Mill* or the Trustees may from Time to Time appropriate such Part as he or they may think proper of the Building Lands for Building Purposes, and in order thereto may embank, drain, fence, plant, and otherwise improve the same, and may lay out any Parts thereof as and for Squares, Crescents, Streets, Roads, Ways, and other open Spaces, Embankments, Sewers, Drains, and Watercourses, and other Conveniences for the general Benefit of the Property, and any other Parts thereof, as Lots for building on, or in such other Manner in all respects as he or they may deem advantageous for any of the Purposes of this Act ; and may maintain, renew, repair, alter, and improve such Improvements, Squares, Crescents, Streets, Roads, Ways, open Spaces, Embankments, Sewers, Drains, Watercourses, and Conveniences respectively.

General Deeds of Appropriation of Building Lands for Building Purposes.

XV. That for the Purposes of any such Appropriation of any Parts of the Building Lands for the general Convenience of the Property, Sir *John Barker Mill* or the Trustees may from Time to Time, by general Deeds to be sealed and delivered by him or them, and to be enrolled in Her Majesty's Court of Common Pleas at *Westminster* within Six Months after the Day of the Date thereof respectively, declare the Mode, Terms, and Conditions of such Appropriation, and of the Enjoyment of the Benefit thereof, and grant such Liberties, Privileges, Easements, and Conveniences in that Behalf as he or they may deem reasonable ; and may, if he or they think fit, demise or limit the Building Lands so appropriated, or any Parts thereof, to any Person, for any Term of Years, upon such Trusts, and with such Provisions for securing all or any of the Objects of any such general Deed, as he or they may think reasonable, but so that every such general Deed be made with a view to the general Benefit of the Property.

Power to lease for Building Purposes.

XVI. That Sir *John Barker Mill* or the Trustees may from Time to Time, in accordance with the Provisions of this Act, lease all or any Part of the Building Lands to any Persons willing substantially to improve or repair any Building or Construction thereon, or to erect or make any Building or Construction in lieu of or in addition to any Building or Construction thereon, or to erect or make any Building or Construction on any Part of the Building Lands not for the Time being built on, or willing to annex any Part of the Building



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Building Lands for Gardens, Yards, Courts, Pleasure Grounds, or other Conveniences to any Building or Construction on any adjoining Lands, or to be used with any adjoining Lands, or otherwise to improve the Building Lands or any Part thereof.

XVII. That every Letting from Time to Time for Building Purposes may be made either by Public Auction or by Private Contract, and subject to such Conditions, whether ordinary or special, and such reserved Biddings, as Sir *John Barker Mill* or the Trustees may think advantageous.

Such Lettings may be by Public Auction or Private Contract.

XVIII. That the several Leases for Building Purposes may respectively be made for any Terms of Years absolute, not exceeding One thousand Years, and in consideration of the best yearly Rents to be incident to the Reversion that can be reasonably obtained for the same.

Terms of Leases for Building Purposes.

XIX. That the First Payment of any yearly Rent reserved in any Lease for Building Purposes may be made to become payable on any Day not exceeding Two Years and a Half from the Day of the Date of the Lease, and to increase periodically, beginning with such Portion of the full yearly Rent to be ultimately payable, and so increasing up to the full yearly Rent, as Sir *John Barker Mill* or the Trustees, having regard to the Progress of the Improvements to be made, and the other Circumstances of the Case, may think reasonable; but so that, except as regards the yearly Rent reserved in any Lease of any Lands now overflowed by the Tide, the full yearly Rent be made payable on a Day not later than Five Years from the Day of the Date of the Lease: Provided always, that with respect to any Lands now overflowed by the Tide, there may, if the Trustees think fit, be reserved a fluctuating yearly Rent, but not to be in any Year after Five Years from the Day of the Date of the Lease less than the best yearly Rent that can be reasonably had for the same.

Rents may increase periodically.

XX. That (without Prejudice to the Provisions of this Act with respect to Twenty Shilling Rents) the Considerations for Leases for Building Purposes shall be 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 respectively, and considering the Nature and Circumstances of the respective Cases, be reasonably had for the same; and the yearly Rents shall be made payable half-yearly or more often.

Considerations for Leases to be the best that can be reasonably had.

XXI. That Sir *John Barker Mill* or the Trustees may from Time to Time, if and as he and they may think advantageous, grant to the respective Lessees for Building Purposes, their Executors, Administrators,

Power to grant to Lessees Liberties,



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&c. herein  
named for  
Building  
Purposes.

trators, and Assigns, all or any of the following Liberties, Easements, and Privileges ; to wit,

1. Liberty to take down or remove all or any Part of the Buildings or Constructions on the Land sold or leased, and to apply and dispose of the Materials thereof to any Uses and Purposes agreed on :
2. Liberty to set out and allot any Parts of the Lands leased as and for the Sites of Markets, Squares, Crescents, and other open Spaces, Streets, Roads, Ways, Avenues, Passages, Embankments, Wharfs, Drains, Yards, Gardens, Pleasure Grounds, Shrubberies, and otherwise for the Use and Convenience of the Occupiers of the Lands, or for the general Improvement of the Property :
3. Liberty to make, lay, or use in or under any Part of the Settled Estates so set out and allotted, or any Part not then already leased of the Building Lands, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Building Lands will authorize) any Part then already leased of the Building Lands, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :
4. Liberty to dig, take, and carry away unmanufactured, in and out of the Lands leased, any such Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances as it may be necessary or convenient for effecting any of the Purposes of the Lease to remove :
5. Liberty to dig, get, and remove any Building Stone, Earth, Clay, Sand, Loam, Gravel, and other Substances out of any convenient Part of the Lands leased, and to manufacture the same into Bricks, Tiles, and other Materials to be used in improving those Lands :
- 6 Liberty to fell, lop, or cut, and to carry away and use any Timber and other Trees, Shrubs, and Plants on the Lands leased :
7. Liberty to alter and re-construct all or any Part of any Building or Construction comprised in any such Lease, so as such Alteration or Re-construction be made with the Privity and to the Satisfaction of Sir *John Barker Mill*, or of the Trustees, or of the Reversioner, or of their respective Surveyors or Agents :
8. Easements of Ways, Waters, Drainage, Lights, and Support, and other Easements over, in, through, under, and affecting any Part not then already leased of the Building Lands, or (so far as any Reservation or Provision in any Lease theretofore made of any Part of the Building Lands will authorize) any Part then already leased of the Building Lands :

9. Any



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9. Any other Liberties, Easements, and Privileges usual or proper in Leases for like Purposes, or which Sir *John Barker Mill* or the Trustees may think reasonable.

XXII. That Sir *John Barker Mill* or the Trustees may from Time to Time, if and as he or they may think advantageous, make in the Leases for Building Purposes all or any of the following Reservations; to wit,

Reservations herein named may be made in Leases for Building Purposes.

1. Reservations of Rights or Powers for Sir *John Barker Mill* and the Trustees and the Reversioner, and the Owners, Lessees, and Occupiers from Time to Time of any other Parts of the Building Lands, or any of those Parties respectively from Time to Time, to make, lay, and use in and under any Part of the Lands leased, any Sewers, Drains, Pipes, Conduits, Arches, Cellars, Vaults, Areas, and other Conveniences for any then present or future Buildings or Constructions :
2. Reservations of Rights or Powers for Sir *John Barker Mill* and the Trustees and the Reversioner, and the Owners from Time to Time of any other Parts of the Building Lands, or any of those Parties respectively, to grant to the Lessees of any other Parts of the Building Lands any Easements of Ways, Waters, Drainage, Lights, and Support and other Easements, over, in, through, under, and affecting the Lands leased :
3. Reservations of all or any of the Timber and other Trees on the Lands leased, and of such Rights or Powers with respect to such Timber and other Trees as are consistent with the Provisions of the recited Will with respect to the same :
4. Any other Reservations usual or proper in Leases for like Purposes, or which Sir *John Barker Mill* or the Trustees may think reasonable.

XXIII. That the Leases for Building Purposes may, as Sir *John Barker Mill* or the Trustees may think advantageous, be made either with or without Covenants, by or on the Part of the respective Lessees, to contribute towards the making and keeping in repair, ornamenting, and embellishing of any Squares, Crescents, or other open Spaces, Roads, Ways, Avenues, Passages, Embankments, Sewers, Drains, Pipes, Conduits, Easements, or Conveniences in, upon, through, under, or over any Parts of the Building Lands, and either with or without Covenants or Stipulations by or on the Part of Sir *John Barker Mill*, or the Trustees, or any Person beneficially interested in the Building Lands, as to the Mode in which any Part of the Building Lands shall be laid out, built upon, used, or improved.

Covenants in Leases for Building Purposes as to Repairs and laying out Lands, &c.

XXIV. That there shall be contained in the Leases for Building Purposes the following Covenants by the respective Lessees; to wit,

Covenants herein named to

[*Private.*]

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1. In



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build, &c.  
to be con-  
tained in  
Leases for  
Building  
Purposes.

1. In every Lease for the Purpose of having any Building or Construction made thereon, a Covenant to make and finish within a Time therein for that Purpose specified, and to keep in repair during the Term of the Lessee, the Building or Construction agreed to be made :
2. In every Lease for the Purpose of having any Building or Construction improved, repaired, or rebuilt, a Covenant to improve, repair, or rebuild within a Time therein for that Purpose specified, and to keep in repair during the Term of the Lessee, the Building or Construction agreed to be improved, repaired or rebuilt :
3. In every Lease for any other Improvement, a Covenant to make such Improvement within a Time for that Purpose therein specified.

Covenants  
herein  
named to  
pay Rent,  
&c. to be  
contained in  
Leases for  
Building  
Purposes.

XXV. That there shall be contained in the several Leases for Building Purposes the following Covenants by the respective Lessees ;  
to wit,

1. A Covenant for the Payment of the yearly Rent :
2. A Covenant for Payment of all Landlord's and Tenant's Taxes, Charges, Rates, Assessments, Dues, and Impositions whatsoever (except only Landlord's Property Tax or Income Tax), affecting or to affect the Lands leased :
3. A Covenant to keep the Buildings or Constructions on the Lands leased insured against Damage by Fire to the Amount of Three Fourths at least of the Value thereof, in One of the following Fire Insurance Offices ; to wit, the *Royal Exchange*, the *Law Fire*, and *The Hand-in-Hand*, or some other respectable Insurance Office, from Time to Time approved by the Trustees :
4. A Covenant to lay out the Money received by virtue of such Insurance, and such other Money as is requisite, in substantially rebuilding, repairing, or reinstating the Buildings or Constructions destroyed or damaged by Fire :
5. A Covenant to yield up, on the Expiration or other sooner Determination of the Term of the Lessee, the Possession of the Lands leased, with the Buildings, Constructions, and Improvements to be made, improved, repaired, built, or rebuilt thereon in good Repair and Condition.

Powers, &c.  
herein  
named to be  
contained in  
Leases for  
Building  
Purposes.

XXVI. That there shall be contained in the Leases for Building Purposes, Powers, Conditions, Covenants, or Provisoos for the following Purposes ; to wit,

1. For Sir *John Barker Mill*, or the Trustees, or the Reversioner, or their respective Surveyors or Agents, to enter at least twice in every Year upon the Lands leased, and to inspect the Condition



*Barker Mill's Estate Act, 1852.*

dition thereof, and of all Buildings, Constructions, and Improvements thereon:

2. For Sir *John Barker Mill*, or the Trustees, or the Reversioner, to re-enter and perceive Rents and Profits, or to re-enter absolutely for Nonpayment of the yearly Rent reserved or for Breach of any of the Covenants by the Lessee, or of any One or more in that Behalf agreed on, and in the Lease specified, of those Covenants:

And there may be contained

3. A Proviso that Breach of any such Covenants (except the Covenant for Payment of the yearly Rent, and such other Covenants, if any, as the Parties agree to except) shall not give any such Right of Re-entry unless or until Judgment be obtained in an Action for Breach of such Covenant, and the Damages be assessed, and the Damages and Costs recovered therein remain, for Three Months after the assessing of such Damages, unpaid:
4. Powers or Provisions that, in case of Breach of any Covenant by the Lessee to insure any Building or Construction against Damage by Fire, or to rebuild, repair, or reinstate any Building or Construction destroyed or damaged by Fire, Sir *John Barker Mill*, or the Trustees, or the Reversioner, may insure, rebuild, repair, or reinstate such Buildings or Constructions according to the Terms of the Covenant, and may recover all Costs, Charges, and Expenses of and incident to such insuring, rebuilding, repairing, or reinstating, by Entry upon the Lands leased, and Distress or Perception of Rents and Profits, or by Action or other Proceeding against the Lessee or his Representatives:
5. Any other Powers, Conditions, Covenants, and Provisions usual or proper in Leases for like Purposes, or which Sir *John Barker Mill* or the Trustees may think reasonable.

XXVII. That in case Sir *John Barker Mill*, or the Trustees, or any Person beneficially interested in the Building Lands, at any Time enter into any Covenant with any Lessee for Building Purposes, as to the Mode in which any Part not leased to him of the Building Lands shall be laid out, built upon, used, or improved, the Benefit of such Covenant shall run with the Land leased to him, so as to be enjoyed by every Person taking either under the Covenantee, or under any Act of the Covenantee, and whether the Title of such Person arise under the Exercise of any Power, or by way of Assignment or otherwise.

Covenants on the Lessor's Part to run with the Land.

XXVIII. That every Covenant entered into by a Lessee for Building Purposes, for Payment of the yearly Rent reserved, or for or with respect to the laying out, building upon, using, or improving of the Lands

Covenants by Lessees to run with the Land.



*Barker Mill's Estate Act, 1852.*

Lands leased to him, or for or with respect to contributing towards the Expenses of making or keeping in repair, ornamenting, or embellishing any Squares, Crescents, Streets, Roads, or other open Spaces, Embankments, Drains, or Watercourses in or upon any Part of the Building Lands, or otherwise concerning any Part of the Building Lands, shall run with the Land so leased, and shall bind the Lessee thereof, and his respective Executors, Administrators, and Assigns respectively, and specific Performance or Observance of every such Covenant may be enforced in Equity by any Person from Time to Time interested in the Performance or Observance thereof.

Power to confirm void or voidable Leases.

XXIX. That Sir *John Barker Mill* or the Trustees, from Time to Time, if he or they shall think fit, may confirm any Lease or general or other Deed purporting to have been made under this Act, in any Case in which for some technical Error, Informality, or Irregularity in making or executing it, such Deed is thought void or voidable; and may make in lieu of any Lease thought void or voidable a Lease in accordance with this Act, but only for the same or the like Term or Interest, or, as the Case may be, the then Residue thereof, and at the same or the like yearly Rent, and with and under the same or the like Reservations, Covenants, Powers, and Provisions, as were or were intended to be respectively granted, created, reserved, expressed, and contained in and by the Lease thought void or voidable.

Fines not to be taken for such Confirmations.

XXX. Provided always, That any Fine, Premium, or Foregift shall not be taken for making any such Confirmation of a Lease thought void or voidable.

Rent to be reserved by new Leases on Surrenders.

XXXI. Provided always, That any Part of the Settled Estates leased under this Act, in consideration wholly or in part of a Surrender thereof, shall not be so leased except for the best yearly Rent that can be reasonably obtained for the same.

Counterparts to be executed.

XXXII. That a Counterpart of every Lease for Building Purposes shall be executed by the Lessee, and be delivered to Sir *John Barker Mill* or the Trustees.

Contracts for Leases for Building Purposes to contain Agreements herein named.

XXXIII. That Sir *John Barker Mill* or the Trustees may from Time to Time enter into Contracts in Writing for leasing for Building Purposes, according to the Provisions of this Act, any Parts of the Building Lands, and such Contracts respectively may contain all or any of the following Agreements; to wit,

1. An Agreement that when and as any of the Improvements on the Land agreed to be leased are duly made according to the Contract, that Land or any Part thereof shall be by Sir *John Barker Mill* or the Trustees leased according to the Contract

to



*Barker Mill's Estate Act, 1852.*

to the Person contracting to take the same, his Executors, Administrators, or Assigns (such Assigns to be approved by Sir *John Barker Mill* or the Trustees), and in such Parcels, and under such Portions of the yearly Rent specified in the Contract as are specified in the Contract, or, if not so specified, as shall be by him or them thought proper, but so that if the yearly Rent to be reserved bear a Proportion to the whole yearly Rent specified in the Contract, greater than the Proportion which the Quantity of Land to be comprised in the Lease bears to the whole Land comprised in the Contract, then the yearly Rent reserved in the Lease shall not exceed One Sixth Part of the clear yearly Rackrent Value of the Land comprised in the Lease when fit for Habitation or Use :

2. An Agreement that the full yearly Rent specified in the Contract, less any Twenty Shilling Rents, may be reserved in the Leases to be made of a given Quantity in the Contract specified of the Land comprised in the Contract, and that the Residue thereof shall be leased at a Rent of Twenty Shillings, or several Rents each of Twenty Shillings, and either before or after the full yearly Rent specified in the Contract, less any Twenty Shilling Rents, is so reserved :
3. An Agreement that the full yearly Rent specified in the Contract may be, either by a Surveyor or by a Referee, or otherwise, appropriated to a Part, or apportioned between Parts of the Land therein comprised :
4. An Agreement (in any Case where a given Quantity of the Land comprised in the Contract is not for such Purpose therein specified) that when the full yearly Rent to be reserved, less any Twenty Shilling Rents, is reserved by the Leases of a competent Part (to be determined by a Surveyor or by a Referee, or otherwise) of such Land, the Residue of such Land shall be leased at a Rent of Twenty Shillings, or several Rents each of Twenty Shillings :
5. An Agreement (in any Case of a Lease to be made at a Twenty Shilling Rent) to make the Lease either before or after the Land to be therein comprised is improved :
6. An Agreement that the yearly Rent specified in the Contract, and thereby made payable, may be made to commence from such Period not exceeding Four Years and a Half from the Day of the Date of the Contract, and to increase periodically, beginning with such Portion of the yearly Rent thereby made payable, and so increasing up to the full yearly Rent, as Sir *John Barker Mill* or the Trustees, having regard to the Quantity of the Land therein comprised and the Progress of the Improvements thereby agreed to be made, and the other Circumstances of the Case, may think reasonable ; but so that the full

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yearly



*Barker Mill's Estate Act, 1852.*

yearly Rent be made payable on a Day not later than Seven Years after the Day of the Date of the Contract :

7. An Agreement with respect to any Lands now overflowed by the Tide, that the yearly Rent to be reserved in the Lease thereof may be a fluctuating yearly Rent ; but not to be in any Year after Seven Years from the Day of the Date of the Contract less than the best yearly Rent that can be reasonably had for the same :
8. An Agreement that when and as any Lease is made of any Part of the Land comprised in the Contract the Land so from Time to Time leased shall be discharged from the Contract, and the Person with whom the Contract is made shall remain liable thereunder in respect only of such Part as for the Time being is not leased of the Land comprised therein, and to the Payment only of the Residue from Time to Time of the yearly Rent therein specified :
9. An Agreement that the Person with whom the Contract is made may, during the Continuance thereof, have, exercise, or enjoy all or any of the Liberties (to be expressed in the Contract) which are by this Act authorized to be granted to Lessees for Building Purposes.

Contracts for Building Purposes to contain Conditions, &c. herein named.

XXXIV. That in every such Contract for Building Purposes shall be contained Clauses or Conditions to the following Effect ; to wit,

1. That Sir *John Barker Mill* or the Trustees may vacate the Contract as to, and may re-enter upon, such Part of the Land therein comprised, and not for the Time being actually leased in pursuance thereof, as is not within a reasonable Time therein expressed improved as thereby stipulated :
2. That the Person to whom the Lease ought according to the Contract to be made shall, within a reasonable Time therein expressed, accept such Lease, and execute a Counterpart thereof, and pay the reasonable Charges of preparing the Lease and the Counterpart respectively :
3. That in default of such Acceptance, Execution, or Payment, the Contract shall, as to the Land for the Time being not actually leased in pursuance thereof, be void.

Leases in pursuance of such Contracts.

XXXV. That every such Contract for Building Purposes shall, except as by this Act otherwise provided, be carried into effect by Leases in pursuance thereof, and according to the Powers and Provisions applicable thereto of this Act.

New Contracts for Building Purposes.

XXXVI. That Sir *John Barker Mill* or the Trustees may from Time to Time make any new Contract with respect to any Land theretofore contracted to be leased for Building Purposes with any Person



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Person for the Time being entitled to the Benefit of the then existing Contract, and by way of Addition to, or Explanation or Alteration of all or any of the Terms and Conditions of that Contract; but so that that Contract be, when so added to, explained, or altered, conformable to the Provisions of this Act.

XXXVII. That the Contracts with respect to Leases for Building Purposes which Sir *John Barker Mill* or the Trustees may from Time to Time make may, except as by this Act otherwise provided, contain all such Terms and Conditions as he or they may think advantageous; and he or they may from Time to Time alter, rescind, and abandon, either on Terms or gratuitously, as he or they may think advantageous, any such Contract or any of the Terms and Conditions thereof: Provided always, that any such Contract shall not contain any Term or Condition obligatory on Sir *John Barker Mill* or the Trustees to which he or they may not be by this Act authorized to give effect by or in a Lease.

General Terms of Contracts for Building Purposes.

XXXVIII. That any Lease of any Part of the Settled Estates, or any Contract for any such Lease, shall not be void, defeasible, or questionable, on the Ground that any Condition or Right of Re-entry for Nonpayment of Rent, or for any Breach of Covenant or Agreement therein contained, is in any Terms or by virtue of this Act restricted to that Part of the Lands leased, or contracted so to be, where or in respect whereof such Nonpayment or Breach happens, or is otherwise restricted to a Part only of those Lands.

Conditions of Re-entry may be restricted to Part of the Lands.

XXXIX. That notwithstanding the Avoidance by virtue of any such Condition or Right of Re-entry of any such Lease, or any such Contract as to Part only of the Lands leased or contracted so to be, and notwithstanding the Re-conveyance, Assignment, Surrender, or Relinquishment of Part only of the Lands leased or contracted so to be, the Condition or Right of Re-entry, and other (if any) the Conditions of such Lease or Contract, shall remain and be in force as to such Parts of those Lands as from Time to Time continue to be held by virtue of such Lease or Contract; and in order thereto every such Condition or Right of Re-entry and other Condition shall be apportionable, and shall have effect according to the Intention of the Parties as expressed in that Behalf, in such Lease or Contract.

Conditions of Re-entry, &c. to be apportionable.

XL. That any Under-lease of any Part of the Lands comprised in any original Lease for Building Purposes shall not be liable to Forfeiture or the Operation of any Condition or Right of Re-entry for Nonpayment of Rent or Breach of Covenant, unless and except only so far as such Nonpayment or Breach happens with respect to the

Land Under-leases not to be forfeited for Nonpayment of Rent, &c. for Lands not comprised therein.



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Land comprised in the Under-lease, or some Part thereof; and any such Nonpayment or Breach with respect to the Land comprised in any such Under-lease shall not work a Forfeiture, or give a Right of Re-entry with respect to any Land comprised in the original Lease, and not comprised in the Under-lease; and the Condition or Right of Re-entry in or under the original Lease for any such Nonpayment or Breach shall accordingly be apportionable and apportioned so as to have distinct and exclusive Operation with respect to the Part comprised in the Under-lease of the Lands comprised in the original Lease, as if the original Lease had originally comprised that Part alone.

Leases good notwithstanding any Defects in Contracts.

XLI. That every Lease for Building Purposes of any Part of the Building Lands made under this Act, shall be deemed duly made, although it was preceded by a Contract not in due Accordance with the Provisions of this Act, or not in all respects duly observed, and whether or not the Lease purport to be made in pursuance of the Contract, and notwithstanding any Variation between the Lease and the Contract; but so as the Lease be conformable to the Provisions of this Act.

Contracts not to form Part of Title to Leases.

XLII. That after a Lease for Building Purposes of any Part of the Building Lands is made in conformity with the Provisions of this Act, the Contract (if any) for the Lease shall not form any Part of the Evidence of the Title at Law or in Equity to the Benefit of the Lease.

Evidence of Counterparts.

XLIII. That the Certificate in Writing of Sir *John Barker Mill* or the Trustees, acknowledging the Receipt by him or them of any Counterpart of a Lease, shall be full and conclusive Evidence that such Counterpart was duly made and executed and delivered to Sir *John Barker Mill* or the Trustees.

Lands of which Possession recovered may be again disposed of for Building Purposes.

XLIV. That whenever the Possession of any Part of the Building Lands leased for Building Purposes, or contracted so to be, is by Sir *John Barker Mill* or the Trustees, or the Reversioner, resumed or recovered, the same shall thereupon become subject to be from Time to Time thereafter dealt with and disposed of under this Act.

Gross Sums to be paid to Trustees.

XLV. That every Sum of Money in gross payable under this Act, as the Consideration for the Acceptance of a Re-conveyance, Assignment, Surrender, or Relinquishment of any Land leased or contracted so to be, or as the Consideration for a Release from any Liability under any Contract for any such Lease, shall, except as by this Act otherwise provided, be paid to the Trustees.

XLVI. That



*Barker Mill's Estate Act, 1852.*

XLVI. That the Trustees may from Time to Time borrow at Interest on the Security of a Mortgage, with or without Power of Sale, of all or any Part of the Settled Estates, such Sums of Money, not exceeding in the whole Twelve thousand Pounds, as they think it expedient so to raise, for the Purpose of enabling any of the Improvements by this Act authorized to be executed, and may from Time to Time concur in a Transfer of any such Mortgage, and may execute and do all such Deeds and Things as they think reasonable for such Purposes.

Power to borrow on Mortgage for Purposes of this Act.

XLVII. That the Trustees may from Time to Time, in exercise of the Power of Sale created by the recited Will, make Sale and absolutely dispose of all or any Part of the Settled Estates and the Inheritance in Fee Simple, or any other Estate, Term, or Interest in possession or in expectancy of or in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not; and the Consideration for any such Sale shall, except as by this Act otherwise provided, be the best Price in Money that can at the Time of Sale be reasonably obtained for the same; and the Trustees may make such Sales respectively under any ordinary Conditions of Sale, or under any special Conditions of Sale whatsoever, and whether such special Conditions do or do not provide for the Sales being made subject to, or with any Reservations, Conditions, Powers, or Provisions affecting the Estates sold, or any other Parts of the Settled Estates, or any Estate, Term, or Interest therein respectively, and may make such Sales in One or more Lot or Lots, and by Public Auction or Private Contract, and generally in such Manner in all respects as the Trustees think fit, and may fix reserved Biddings, and buy in at such Auctions, and vary and rescind, either on Terms or gratuitously, any Contracts for Sale, and again sell as aforesaid, without Liability for any consequent Loss or Expense, and may receive and give Receipts for the Purchase Monies for the Lands sold, and may convey the Lands sold to the respective Purchasers thereof, their Heirs, Executors, Administrators, or Assigns, or as they respectively direct: Provided always, that the Payment of all or any Part of the Consideration for any such Conveyance may be postponed for such Period not exceeding Ten Years from the Time of Sale as the Trustees think fit, but in any such Case the Conveyance shall not be made until the whole of the Purchase Money be paid.

Power to sell the Settled Estates.

XLVIII. Provided always, That if the Trustees think fit the Consideration or Part of the Consideration for any such Sale may be the Re-conveyance, Assignment, Surrender, Relinquishment, or Release of any Estate, Term, Interest, Claim, or Demand of, in, or affecting any Part of the Settled Estates; and the Value of any Estate, Term,

Leases, Sales, &c. in consideration partly of Re-conveyances, &c.

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Interest,



*Barker Mill's Estate Act, 1852.*

Interest, Claim, or Demand so re-conveyed, assigned, surrendered, relinquished, or released may be ascertained for the Purposes of any such Sale in such Manner as the Trustees think reasonable.

Power to exchange the Settled Estates.

XLIX. That the Trustees may from Time to Time, in exercise of the Power of Exchange created by the recited Will, in Exchange for any other Lands, dispose of all or any Part of the Settled Estates, and the Inheritance in Fee Simple, or any other Estate or Interest in possession or in expectancy of or in the same, with the Rights, Members, and Appurtenances, unto any Person whomsoever, whether interested under this Act or not, for the best Equivalent in Lands that can be reasonably obtained for the same, and may make such Exchanges in all respects as the Trustees think fit, and may on any such Exchange give or take any Money for Equality of Exchange, and may receive and give Receipts for the Monies so taken, and may convey the Lands so given in Exchange as the other Party to the Exchange directs.

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

L. Provided always, That the Trustees shall not make any Mortgage, Sale, or Exchange of *Mottisfont Abbey* and the other Lands, Parts of the Settled Estates which are specified in the Third Schedule to this Act, or any Part thereof.

Sales and Exchanges to be subject to Conveyances, Leases, and Contracts.

LI. That every Sale and Exchange under this Act shall take effect subject and without Prejudice to any Conveyance or Lease, or any Contract for any Conveyance or Lease of or affecting the Lands sold or exchanged, theretofore made under this Act, and at the Time of making the Sale or Exchange subsisting.

Sales in Fee Simple to be subject to Mortgages under Act.

LII. That every Sale and Conveyance in Fee Simple made under this Act shall, unless the Mortgagees otherwise agree, take effect, subject and without Prejudice to all Mortgages of or affecting the Land sold and conveyed or any Part thereof theretofore made under this Act, and at the Time of such Sale and Conveyance subsisting

Sales not in Fee Simple, Exchanges, and Partitions to be free from Mortgages under Act.

LIII. That every Sale and Conveyance, not being a Sale and Conveyance in Fee Simple, and every Exchange respectively made under this Act, may, if the Trustees think fit, be made by them freed and discharged from all Mortgages of and affecting the Lands sold and conveyed or exchanged, or any Part thereof theretofore made under this Act, and at the Time of such Sale and Conveyance or Exchange subsisting; but so as in every such Case of an Exchange the Lands taken in Exchange be, on the taking thereof, settled so as to be subject to such Mortgages, but not so as to multiply or increase Charges.

LIV. That



*Barker Mill's Estate Act, 1852.*

LIV. That the several Powers and Discretions by this Act created shall from Time to Time apply to, comprise, and be exercisable with respect to all and any of the Lands which, by virtue of the Trusts of the recited Will and this Act, or either of them, are from Time to Time hereafter settled to the Uses for the Time being affecting the Settled Estates, or any Part thereof, and with respect to the Monies arising from the Exercise, as to such Lands, of any of the Powers of this Act: Provided always, that the Powers of this Act exercisable with respect to the Building Lands shall not extend to any Land not being, according to the Meaning of this Act, Part of the Building Lands.

Powers of Act to extend to all Lands settled to Uses of Settled Estates.

LV. That every Receipt from Time to Time given by the Trustees for any Money received by them under the Authority or for any of the Purposes of this Act, shall be a legal and conclusive Discharge to the Person paying the same, and effectually release him from all Liability, Claims, and Demands in respect thereof.

Receipts of Trustees to discharge.

LVI. That all Monies from Time to Time borrowed by the Trustees on Mortgage under the Act, and all Sums of Money in gross from Time to Time payable under this Act to the Trustees, shall from Time to Time be applied by the Trustees in the first place in Payment of the several Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, and the borrowing of such Monies, and the carrying into execution of the several Purposes of this Act; and the Surplus from Time to Time of such Money shall or may be applied by the Trustees in or towards paying off or discharging wholly or in part any Mortgages effected under this Act; and the Residue from Time to Time of such Monies shall be applied by the Trustees in the Redemption of the Land Tax on the Settled Estates or any Part thereof, or in the Purchase according to the Provisions of the recited Will of such Lands as are thereby authorized to be purchased with Monies arising by the Exercise of the Power of Sale thereby created.

Application of Money received by Trustees.

LVII. Provided always, That during the Life of Sir *John Barker Mill* the Trustees shall not apply any Monies received by them under this Act on any Improvement of any Part of the Building Lands, or in Payment of the Costs, Charges, and Expenses of this Act, unless or until in every Case Sir *John Barker Mill* have assured his Life in the Names of the Trustees with some Assurance Company approved by them, against the Contingency of his leaving any Child or more remote Issue of his Body living at his Decease, or born in due Time afterwards, in a Sum not less than the Amount to be expended by the Trustees on the Improvement or in Payment of the Costs, Charges, and Expenses of this Act, and have delivered the Policy

Trustees not to apply Money for Improvements, unless the Amount secured by Life Assurance against Sir J. B. Mill dying and leaving Issue.



*Barker Mill's Estate Act, 1852.*

Policy of such Assurance to the Trustees to be held by them for the Purposes of this Act.

Life Assurance to be kept on foot by Sir J. B. Mill, or on his Failure by Trustees.

LVIII. That every such Assurance shall be duly kept on foot by Sir *John Barker Mill*, and in case and as often as he fail duly to keep any such Assurance on foot, the Trustees may duly keep the same on foot, or may effect any other like Assurance which they think proper, in lieu thereof; and the Trustees may, out of the Rents and Profits of the Settled Estates, or any other Monies payable under the recited Will, and this Act, or either of them, to Sir *John Barker Mill*, pay or satisfy all the Expenses of and incident to the effecting or keeping on foot of every such Assurance, and all Costs, Damages, and Expenses occasioned by any such Failure by Sir *John Barker Mill*; and may for such Purposes demand such Rents, Profits, and Monies from the Tenants and Occupiers of the Settled Estates and other Persons liable to pay the same, and if necessary may recover the same by Entry and Distress, or by Action or other fit Proceeding.

Monies received on Assurances to be applicable for Purposes of Act.

LIX. That the Monies secured by such Assurances respectively, when received, may be applied by the Trustees for the Purposes of this Act as thereby directed with respect to the Sums of Money in gross payable under this Act to the Trustees.

Bonus on Assurances to be paid to Sir J. B. Mill, or applied in reduction of Premium.

LX. Provided always, That all Monies payable by way of Bonus on such Assurances respectively shall, at the Option of Sir *John Barker Mill*, either be paid to him for his own Use or be applied in Reduction of the yearly Premium payable for any such Assurance.

Expenditure on Improvements after Death of Sir J. B. Mill.

LXI. That after the Death of Sir *John Barker Mill*, and during the Minority or any other Incapacity of the Person, if any, who for the Time being is under the Limitations of the recited Will entitled as Tenant in Tail by Purchase in possession, and with the Consent of the Guardian or Committee of such Person, the Trustees may from Time to Time 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 such Person is entitled on any Improvements of the Settled Estates by this Act authorized which the Trustees think advantageous.

Ultimate Residue of Personalty of Testator to be applicable for Purposes of Act.

LXII. That, subject and without Prejudice to the Life Interest of the said Dame *Selina Mill* therein, the Monies forming the ultimate Residue of the residuary Personal Estate of the Testator may be applied by the Trustees for the Purposes of this Act as thereby directed with respect to the Sums of Money in gross payable under this Act to the Trustees.

LXIII. Pro-



*Barker Mill's Estate Act, 1852.*

LXIII. Provided always, That the Trustees shall not expend on any Improvements by this Act authorized any Sums exceeding in the whole Twelve thousand Pounds.

Limit of Expenditure on Improvements.

LXIV. That the said Sum of Two thousand six hundred and twenty Pounds Four Shillings and Twopence, Three Pounds *per Centum* Consolidated Bank Annuities, now standing in the Names of the said *Edward Bethell Cox* and *George Atherley*, as such Trustees of the recited Will, may be sold by the Trustees; and the Proceeds thereof, and the Monies payable by the *London and South-western Railway Company* in respect of the recited Purchases by them, when respectively received, may be applied by the Trustees for the Purposes of this Act as thereby directed with respect to the Sums of Money in gross payable under this Act to the Trustees.

Trust Monies received from Railway Companies to be applicable for Purposes of Act.

LXV. That the Lands purchased under this Act according to the Provisions of the recited Will shall be settled and assured to, upon, with, and subject to such of the Uses and Estates, Trusts, Powers, and Provisions, in and by the recited Will and the several recited Indentures, and this Act respectively, limited, declared, expressed, and contained, of and concerning the Lands specified in the First Schedule to this Act annexed, as for the Time being are subsisting and capable of taking effect, but exclusive of the several Uses by that Will limited to Trustees to preserve contingent Remainders, and not so as to multiply or increase Charges.

Settlement of Lands to be purchased.

LXVI. That all Monies received from Time to Time under this Act by the Trustees may, until the same be applied for any of the Purposes by this Act authorized, be invested by the Trustees in manner by the recited Will declared with respect to the interim Investment of Monies produced by the Exercise of the Power of Sale by that Will created, and the yearly Income arising from such Investments shall be paid to the Person who for the Time being would be entitled to the Rents and Profits of the Lands to be purchased, if they were purchased and settled pursuant to this Act.

Interim Investment of Monies.

LXVII. That in order to facilitate the building on or otherwise improving of any Lands leased for Building Purposes or contracted so to be, the Trustees may from Time to Time advance at Interest on the Security of those Lands any Sums of Money which the Trustees think reasonable: Provided always, that the Amount which the Trustees shall so advance shall not in any Case exceed One Half of the Value at the Time of the Advance of the Interest of the respective Lessee of and in the Lands leased to him, or contracted so to be; and the Repayment of the Amount advanced, with Interest thereon, shall in every Case be secured by the Covenant of the

Power to make Loans to facilitate building.

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Lessee,



*Barker Mill's Estate Act, 1852.*

Lessee, and a Power of Sale of the Lands leased to him, or contracted so to be.

Indemnity  
and Reim-  
bursement of  
Trustees.

LXVIII. That any Person now or hereafter a Trustee of or for any of the Purposes of this Act shall not be answerable or accountable for any other such Person, or for any involuntary Loss or Expense; and all such Persons may, by and out of any Money coming to their respective Hands by virtue of this Act, retain to and reimburse themselves, and allow to each other respectively, all the Costs, Charges, and Expenses not by this Act otherwise expressly provided for, which they respectively incur or sustain in or about carrying this Act into execution.

Saving  
Powers  
under Will.

LXIX. Provided always, That this Act or anything therein contained shall not revoke, annul, suspend, lessen, or otherwise prejudicially affect any of the Powers, Discretions, and Authorities respectively created and conferred by the recited Will, except only so far as the same respectively may by the Exercise of any of the Powers of this Act be defeated or affected.

Annuity of  
400*l.* to Mrs.  
Peacock  
Yate, to be  
paid prima-  
rily out of  
Settled  
Estates not  
in Second  
Schedule.

LXX. That Sir *John Barker Mill* during his Life, and after his Decease the Persons from Time to Time beneficially entitled in Possession to the Rents and Profits of such Parts of the Settled Estates as are not comprised in the Second Schedule to this Act annexed, shall out of those Rents and Profits duly pay the Annuity of Four hundred Pounds payable under the Will to Mrs. *Peacock Yate*, in like Manner as if that Annuity had been charged by the Will exclusively on those Parts of the Settled Estates, and so as to indemnify the several Persons from Time to Time claiming under any Mortgage, Leases, Sales, Exchanges, and other Deeds and Things made and done under this Act from that Annuity, and all Claims and Demands in respect thereof.

Consent of  
Mrs. Peacock  
Yate to act.

LXXI. And whereas the said Mrs. *Peacock Yate* is abroad, and her Consent to this Act hath not yet been proved: Therefore this Act shall not bind or affect her, or any Persons claiming through, from, or under her any Estate, Right, Title, or Interest whatsoever now vested in her, until she signify her Consent to this Act by Writing under her Hand, and such Writing be within Three Years after the passing of this Act inrolled in Her Majesty's High Court of Chancery; and after the Inrolment of such Consent it shall be deemed Part of this Act, and shall be as binding and conclusive as if it had been obtained and proved before the passing thereof; and such Consent may be given in the Form or the Effect following; to wit,

'I, Mrs. *Peacock Yate*, do hereby consent to "*Barker Mill's*  
'Estate Act, 1852.''

LXXII. And



*Barker Mill's Estate Act, 1852.*

LXXII. And whereas the said *George Atherley* hath not attended to signify his Acceptance of the Trusts hereby reposed in him: Be it therefore enacted, That it shall be lawful for the said *George Atherley* to signify his Acceptance of the same Trusts by any Writing under his Hand, attested by Two or more Witnesses, and that One of such Witnesses shall and may make Affidavit of such Signature before any Person or Persons duly authorized to take Affidavits with reference to Proceedings in the High Court of Chancery, and such Affidavit shall be filed in that Court; and in the meantime, until such Affidavit shall be so made and filed, it shall not be lawful for the said *George Atherley* to act as a Trustee in the Execution of this Act, nor shall any of the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared, be exercised, executed, or put in force, anything in this Act to the contrary notwithstanding: Provided always, that if the said *George Atherley* shall die, or become incapable of acting as a Trustee under this Act, before he shall have signified his Acceptance of the Trusts by this Act reposed in him in manner herein-before directed, then and immediately thereupon all the Trusts, Powers, and Authorities by this Act given, created, enacted, and declared, may be exercised, executed, and put in force, anything herein-before contained to the contrary notwithstanding.

Enabling Mr. Atherley to accept the Trust after the passing of the Act.

LXXIII. 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 said *Sir John Barker Mill*, his Heirs, Executors, Administrators, and Assigns, and the Children or Child of the said *Sir John Barker Mill*, and the Heirs of the Body or several and respective Bodies of such Children or Child, and the right Heirs of the said *Sir Charles Mill* the Testator; and the said *Dame Selina Mill*, her Executors, Administrators, and Assigns; and the said *Caroline Morshead*, her Executors, Administrators, and Assigns; and the said *Sir Richard Frederick* in his Capacity of Trustee as aforesaid only, his Executors, Administrators, and Assigns; and the said *George Atherley* and *Edward Bethell Cox* in their Capacity of Trustees as aforesaid only, their Heirs, Executors, Administrators, and Assigns; and the said *William Stead* in his Capacity of Trustee as aforesaid only, his Executors, Administrators, and Assigns; and the said *William Stead* in his Capacity of Mortgagee or Incumbrancer as aforesaid only, his Executors, Administrators, and Assigns; and the said *Sir Thomas Dyke Acland*, *Edward Divett*, and *Samuel Trehawke Kekewich*, in their respective Capacity of Mortgagees and Trustees as aforesaid only, their Heirs, Executors, Administrators, and Assigns; and the said *West of England Fire and Life Insurance Company* in their Capacity of Cestuique Trust of the said *Sir Thomas Dyke Acland*,

General Saving.

*Edward*



*Barker Mill's Estate Act, 1852.*

*Edward Divett, and Samuel Trehawke Kekewich, and of the said Ralph Barnes respectively as aforesaid only, and their Assigns; and the said Ralph Barnes in his Capacity of Trustee as aforesaid only, his Executors, Administrators, and Assigns; and the said John Beaumont Swete, Henry William Marker, Charles Grene Ellicombe, and Henry Thomas Ellicombe, in their Capacity of Mortgagees as aforesaid only, their Heirs, Executors, Administrators, and Assigns; and the said Nassau John Senior, Thomas Hughes, and Ralph Sanders, in their Capacity of Mortgagees as aforesaid only, their Heirs, Executors, Administrators, and Assigns; and the said Edward Andrew Sanders, William Barnes, and Ralph Sanders, in their Capacity of Mortgagees or Incumbrancers as aforesaid only, their Executors, Administrators, and Assigns; and all and every other Persons and Person on or to whom any Estate, Right, Title, Interest, Claim, and Demand at Law or in Equity of, in, to, or out of the Settled Estates 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 Charles Mill the Testator, and the several Indentures, Instruments, Acts, Events, and Things respectively herein-before recited, or any of them, their Heirs, Executors, and Administrators,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the Settled Estates, 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 had not passed.*

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

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



*Barker Mill's Estate Act, 1852.*

The SCHEDULES referred to in the foregoing Act.

## THE FIRST SCHEDULE.

## THE SETTLED ESTATES.

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, late Henry } Arnold - - - }	Mount Farm - - - -	114	1	23	70	0	0
William Edney - - -	Cadbury Farm - - - -	125	1	10	60	0	0
William North - - -	Oakley Farm - - - -	235	1	23	180	0	0
William Green - - -	Hyde Farm - - - -	65	2	27	55	0	0
Mr. Rumley - - -	Hatt Farm - - - -	210	0	0	195	0	0
Mr. White - - -	Land at Spearywell - -	1	1	19	3	0	0
James Rogers (late Samuel } Osman) - - - }	Home Mead - - - -	6	3	36	8	0	0
William Henry Paice - -	Dunbridge Farm - - - -	121	1	9	60	0	0
Charles Dacre - - -	Mill Arms Hotel and Lands -	23	2	5	56	0	0
	Sundry Cottages and small Pieces } of Land - - - - }	20	0	0	50	0	0
	Houses and Land held by Copies of } Court Roll and Leases for Lives } and Years determined with Lives }	86	2	13	75	10	0
In hand - - -	Mottisfont Abbey, Gardens, Plea- } sure Grounds, and Land adjoining }	83	3	10	257	16	4
	Monk's Ground - - - -	17	1	8	35	0	0
	Sym's Farm - - - -	114	1	10	143	3	8
	Woods and Plantations - -	315	0	27	66	8	4
	Woods near Spearywell and Oakley } Farms - - - - }	115	1	16	31	0	0
	The Meadow - - - -	44	2	7	55	4	8
	Land late Bailey's - - -	14	1	9	19	8	4
	Land late Rev. Mr. St. John's -	9	0	0	12	0	0
	Gamekeeper's Lodge, Land, and } Kennels - - - - }	1	3	8	10	0	0
		1,726	0	20	1,442	11	4

[Private.]



*Barker Mill's Estate Act, 1852.*

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.
John Wilkins - - -	Windover's Farm - - -	252	3	3	213	0	0
William Coles - - -	Oxlade's Farm - - -	80	0	0	80	0	0
William Atwood - - -	Manor Farm - - -	400	3	11	370	0	0
William Barnes (late John Spencer) - - -	House, Workshop, Land, and Cottages - - -	15	0	0	55	0	0
	Houses and Land held by Leases for Lives and Years determinable with Lives, and Copies of Court Roll - - -	51	2	23	Average Fines and Yearly Quitrents. 78 5 0		
		800	0	37	796	5	0
	The Rectorial Tithes of the Parish of Longstock, commuted at - - -	-	-	-	433	5	2
					£ 1,229 10 2		

MANOR of EAST DEAN in the Parish of East Dean, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars.

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
	Wood and Plantation - - -	77	0	2	27	0	0
William Langridge - - -	Farm - - -	215	1	36	120	0	0
James Lavington - - -	Manor Farm - - -	348	0	39	225	0	0
Captain Trollope - - -	Dwelling House and Orchard - - -	1	2	11	14	0	0
	Houses and Land, subject to Leases for Lives and Years determinable with Lives, and Copies of Court Roll - - -	31	3	15	Average Fines and Yearly Quitrents. 55 10 0		
		674	0	23	441	10	0

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.
William North - - -	Somborne Meadow - - -	13	0	22	20	0	0
John Young - - -	Eldon Farm - - -	258	1	9	180	0	0
Thomas Gaiger - - -	Parsonage Farm - - -	269	3	5	220	0	0
Josh. Foster Barham Cosier - - -	Peat Meads - - -	7	0	36	6	0	0
Henry Reeves - - -	Peat Meads - - -	5	3	19	5	0	0
Thomas Edwards - - -	Chalk-pit - - -	5	0	9	2	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. 55 5 2		
		732	1	14	488	5	2
	The Rectorial Tithe Rentcharge of the Parish of Kingsomborne, commuted at - - -	-	-	-	385	7	6
	The Rectorial Tithe Rentcharge on Pyle's Farm, Parish of Stockbridge, } commuted at - - - - -	-	-	-	37	0	0
					£ 910 12 8		



*Barker Mill's Estate Act, 1852.*

The MANOR of NURSING in the Parish of Nursling, and divers Messuages, Farms, Lands, Tenements, and Hereditaments within that Manor, comprising the following Particulars.

Occupiers.	Properties.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Benjamin H. Gulliver	Meadow Land	22	0	0	30	0	0
John Bailey	Cottage and Land, Upton	50	0	0	57	0	0
William Barber	Manor Farm	153	0	52	220	0	0
Henry Powell	Grove-place Farm	236	0	0	328	0	0
Ditto	Spencer's Farm,						
Ditto	late Hill's Lifehold						
Frederick King	Nursling Farm	303	0	22	394	0	0
Ditto	Two Cottages	0	1	20			
John Walker	Yew Tree Farm	211	0	14	270	0	0
John White	Church Farm	119	0	0	160	0	0
Ditto	Late Shaw's						
Peter Newman	A Field	8	2	0	13	0	0
Charles Kemish	Three Meadows	5	0	0	5	10	0
Mrs. Rice	Nursling Mill and Land	25	1	30	130	0	0
In hand	Upton Cottage and Land	10	0	24	75	0	0
William Lichfield, Esq.	Upton House and Land	21	0	5	125	0	0
Major Colt	Field	7	0	20	10	0	0
	Woods in hand	338	2	14	105	0	0
William Maby, James Dunning, Mr. Shave, Thomas Bowles, and Phœbe Rose	Five Cottages and Gardens	1	2	0	80	0	0
In hand	Gamekeeper's Lodge, Dog Kennel, and Pasture	6	0	12	16	0	0
	Fisherman's Cottage	0	2	0	4	0	0
	Houses and Land, subject to Leases for Lives and Years determinable with Lives, and Copies of Court Roll	401	0	6	715	0	0
		1,919	3	19	2,737	10	0

The 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 Gulliver	Wimpson Farm	144	2	0	270	0	0
Messrs. Stride	Part of Redbridge Farm	23	0	0	57	0	0
James Ross	House, Redbridge Farm, Timber-yard, Cottage, Land, &c.	12	0	5	56	0	0
Charles Mortimer Wheeler	Land, Part Redbridge Farm, and Meadows	14	0	0	36	16	0
James Harris	Late Scott's and Yew Tree	148	0	0	260	0	0



*Barker Mill's Estate Act, 1852.*

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Peach Napier	Land and Tithe	2	0	0	4	16	0
John Taylor	Copse	1	2	0	1	0	0
John Wiltshire	Pond, Farm, and Part late Hopkinson's	78	2	32	119	7	0
Milbrook Parish	Poorhouse	2	2	0	3	3	0
Mr. Loader, late Richards	House and Land	12	2	30	40	0	0
Charles Butt	Part of Hopkinson's	50	0	0	150	0	0
John Hunt	Ditto	26	2	0	50	0	0
Charles Baker	Mano House and Land	11	1	2	100	0	0
Alexander Fletcher	House, late Hopkinson's, and Land	6	0	0	42	0	0
William Snelgrove	Land, late Part Hopkinson's	9	2	29	38	0	0
	Houses and Land, subject to Copies of Court Roll and Leases for Lives and Years determinable with Lives	1,057	1	16	1,450	0	0
					Average Fines and Yearly Quitrents.		
In hand	Plantations	34	2	18	Rental.		
Ditto	Mudlands	500	0	0	12	0	0
		2,134	1	12	2,690	2	0

Divers Messuages, Farms, Lands, Tenements, and Hereditaments in the Manors of COLBURY, LANGLEY, and DURLEY, and elsewhere in the Parish of Eling, comprising the following Particulars.

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Arnold White	Bury Farm	288	2	1	180	0	0
James Lane	Chivis's Farm	110	0	0	97	0	0
John Blake	Parker's Farm	73	1	17	50	0	0
Ditto	Hemming's						
James Green	Prior's Bushes	22	0	0	21	0	0
John Philpot	Part Durley Farm	51	2	0	35	0	0
Reverend W. S. Oke	Part of Ditto	15	2	0	15	0	0
William Hobbs	Ditto	6	3	0	8	0	0
John Brookes	Anchor Inn Cottages	15	2	21	400	0	0
	Eling Wharf						
	Timber Yard and Quay						
	Cobland and Quay						
	Dwelling-house, Corn Store, and Wharf						
William Saunders and Andrew Pinnick	Cobland Fields	10	3	29	23	0	0
William Sharp (late Mr. Tragett)	House and Land	0	3	9	37	0	0
Samuel Crook	Broad Haye's Mead	6	0	0	8	0	0
William Spooner	Eling Hill Farm	48	0	0	72	0	0
William Lewis	Coldbury Farm	93	3	5	80	0	0
James Jackson	Cottage	0	0	28	5	0	0
William Wheable	Cottage and Land	8	0	23	12	0	0
Richard Wheable	Farm Buildings and Land	24	1	33	10	0	0
Charles Morris	Tenements and Common Land	133	1	13	130	0	0
Ditto	Cork's Farm						
Ditto	Late Bloxham						
Joseph Soffe	Rumbridge Farm and Cottage	37	2	27	50	0	0

*Barker Mill's Estate Act, 1852.*

Occupiers.	Property.	Quantities.			Rental.		
		A.	R.	P.	£	s.	d.
Charles Lowe	Cottage and Land	1	2	12	6	0	0
George Longman	Cottage and Land	3	2	7	11	0	0
Mr. McGurk	Marsh Land	1	2	0	3	0	0
John Eldridge	Land	3	3	8	5	15	0
Miss Bull	Cottage and Land	0	1	20	8	0	0
Joseph Rogers	Small Farm, Eling	7	0	0	14	0	0
Samuel Reeves	Staplewood	67	1	13	32	0	0
Charles Mortimer Wheeler	Clay Pit	2	0	0	4	0	0
	Houses and Lands subject to Copies of Court Roll and Leases for Lives and Years determinable with Lives	730	2	20	Average Fines and Yearly Quitrents. 350 0 0		
In hand	Woods and Coppices	1,248	3	13	Rental. 178 0 0		
	Bury House, and Woods, Lodge, and Cottage, subject to Life Interest of Dame Selina Mill	41	2	28	28 0 0		
	Mudlands	183	0	0			
		3,237	3	7	1,872 15 0		

And all other, if any, the Manors, Messuages, Farms, Lands, Tithe, Tithe Rentcharges, Advowsons, Tenements, and Hereditaments now subject to the recited Will of Sir Charles Mill, Baronet, deceased, and of which Sir John Barker Mill, Baronet, is under that Will Tenant for Life in possession.

*Wm. Stead.*

THE SECOND SCHEDULE.

THE BUILDING LANDS.

First.—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 Redbridge Lane, and contain in the whole Seven hundred and ninety-one Acres, or thereabouts.

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

Thirdly.—Such of the Messuages, Farms, Lands, Tenements, and Hereditaments in the Parish of Eling which are comprised in the First Schedule, as lie respectively to the Eastward of the Road from Totton to Marchwood, and to the Northward of the Road from Redbridge to Lyndhurst, and contain in the whole Six hundred and eighty-eight Acres, or thereabouts.

*Wm. Stead.*



*Barker Mill's Estate Act, 1852.*

## THE THIRD SCHEDULE.

## MOTTISFONT ABBEY.

Property.	Quantity.		
	A.	R.	P.
Mottisfont Abbey, Gardens, Pleasure Grounds, and Land adjoining	83	3	10
Monk's Ground - - - - -	17	1	8
Sym's Farm - - - - -	114	1	10
Woods and Plantations - - - - -	315	0	27
Woods near Spearywell and Oakley Farms - - - - -	115	1	16
The Meadow - - - - -	44	2	7
Land late Bailey's - - - - -	14	1	9
Land late Rev. Mr. St. John's - - - - -	9	0	0
Gamekeeper's Lodge, Land, and Kennels - - - - -	1	3	8
	<u>715</u>	<u>2</u>	<u>15</u>

*Wm. Stead.*

LONDON:

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