ANNO DECIMO TERTIO & DECIMO QUARTO

VICTORIÆ REGINÆ.

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and published his last Will and Testament in Writing, dated on or about the First Day of *December* in the Year One thousand eight hundred and nineteen, executed and attested in such Manner as by Law was then required for the Devise of Real Estate, and thereby devised to his Son *Francis Mills* the next Presentation of and to the Rectory of the Parish Church of *Barford* aforesaid, for the first Avoidance of the same that should happen next after his (the Testator's) Decease, so that he might either pray of the Ordinary the Admission of himself thereto, or might present thereto any other Person, at the free Will and Pleasure of the said *Francis Mills;* and, subject thereto, the said Testator gave and devised the said Rectory, and divers other Hereditaments and Real Estates therein mentioned, unto and to the Use of *Henry Hugh Holbech*, described as of *Paper Buildings* in the *Temple*, *London*, Esquire, Barrister at Law, *George Carr Glyn* of *Birchin Lane*, *London*, Banker, and *George Digby Wingfield* of *Lincoln's Inn* in the County of *Middlesex*, Esquire, their Heirs and Assigns, in trust to preserve the contingent Remainders therein-after limited, and upon the several Trusts and for the Intents and Purposes therein-after mentioned, (that was to say,) upon trust, by the Ways and Means therein mentioned, to raise such Money (if any) as they should find expedient to be raised in aid of the general Residue of his Personal Estate therein-after bequeathed to them for the Purposes therein mentioned; and, subject thereto, the said Testator directed that his said Trustees should stand and be seised of the said Estates and Hereditaments so devised in trust as aforesaid, with their Appurtenances, in trust for his (the said Testator's) eldest Son *John Mills* (herein-after called *John Mills* the elder) and his Assigns for his Life, without Impeachment of Waste, and after his Decease in trust for the First and other Sons of the Body of the said *John Mills* the elder successively in Tail Male, and for Default of such Issue in trust for his (the said Testator's) Second Son *William Mills* and his Assigns for his Life, without Impeachment of Waste, and from and immediately after his Decease, in trust for the First and other Sons of the Body of the said *William Mills* successively in Tail Male, and for Default of such Issue in trust for his (the said Testator's) Third Son *Charles Mills* (herein-after called *Charles Mills* the Son) and his Assigns for his Life, without Impeachment of Waste, and from and immediately after his Decease in trust for the First and other Son and Sons of the Body of the said *Charles Mills* the Son successively in Tail Male, and for Default of such Issue in trust for his (the said Testator's) Fourth Son the said *Francis Mills* (herein-after called *Francis Mills* the Son) and his Assigns for his Life, without Impeachment of Waste, and from and immediately after his Decease in trust for the First and other Son and Sons of the Body of the said *Francis Mills* the Son successively in Tail Male, and for Default of such Issue in trust for his

his (the said Testator's) Fifth and youngest Son *Edward Wheler Mills* and his Assigns for his Life, without Impeachment of Waste, and from and immediately after his Decease in trust for the First and other Son and Sons of the Body of the said *Edward Wheler Mills* successively in Tail Male, and for Default of such Issue then as to the Rectory and Advowson of *Barford* aforesaid, and all his (the said Testator's) Interest, Right of Patronage and Presentation therein, subject to the Devise therein-before made to his (the said Testator's) said Son *Francis* of the next Presentation thereto, in trust for his (the said Testator's) Brother *Charles Mills* (herein-after called *Charles Mills* the Brother) and his Assigns for his Life, and from and immediately after his Decease in trust for the First and other Son and Sons of the Body of the said *Charles Mills* the Brother successively in Tail Male, and for Default of such Issue in trust for his (the said Testator's) Brother *Francis Mills* (herein-after called *Francis Mills* the Brother) and his Assigns for his Life, and from and immediately after his Decease in trust for the First and other Son and Sons of the Body of the said *Francis Mills* the Brother successively in Tail Male, with divers Remainders over: And whereas the said *William Mills* the Testator departed this Life in or about the Month of *March* One thousand eight hundred and twenty, without having in any Manner altered or revoked his said recited Will: And whereas a certain Mansion House called the *Hill* (comprised and referred to in the First Schedule to this Act as "Site of Mansion"), now or late in the Occupation of *Anne Ryland* Widow and *Louisa Anne Ryland* Spinster, and the Pleasure Grounds, Gardens, Lands, Tenements, and Hereditaments mentioned or referred to in the First and Third Schedules to this Act annexed, adjoin or are near to one another, and are situate in the Parish of *Barford*, and are Parts of the Possessions of the said Rectory of the Parish and Parish Church of *Barford* aforesaid: And whereas by an Indenture dated on or about the Seventh Day of *April* in the Year One thousand eight hundred and twenty-six, expressed to be made between the said *Francis Mills* (the Son of the said Testator *William Mills*) of the one Part, and the said *Francis Mills* (the Brother of the said *William Mills*), therein described as the Reverend *Francis Mills* of *Barford* in the County of *Warwick*, Clerk, and *Jane Mills* of *Barford* aforesaid, Widow, of the other Part, for the valuable Consideration therein expressed, the said *Francis Mills* the Son assigned and conveyed to the said *Francis Mills* the Brother and *Jane Mills* all that the First and next Turn or Presentation (by the Will of the said *William Mills* the Testator devised to him the said *Francis Mills* the Son) of and to the Rectory of the Parish Church of *Barford* aforesaid, to hold the same, with the Appurtenances, unto the said *Francis Mills* the Brother and *Jane Mills* (as Tenants in Common, and not as Joint Tenants), their respective Executors, Administrators, and Assigns: And whereas by an Indenture dated on or about the Twenty-

Indenture, dated 7th April 1826.

Indenture, dated 24th Nov. 1840.

Somerville's or Mills's (Barford Rectory) Estate.

Twenty-fourth Day of *November* in the Year One thousand eight hundred and forty, expressed to be made between the said *Francis Mills* the Brother of the First Part, the said *Jane Mills* of the Second Part, and the Honourable *Kenelm Somerville* of *Newbold Comyn* in the Parish of *Leamington Priors* in the said County of *Warwick*, a Captain in the Royal Navy, of the Third Part, after reciting, amongst other things, that the said *Francis Mills* the Brother had agreed to sell to the said *Jane Mills* all his Right and Interest in and to the said next Turn or Presentation to the said Rectory, and that she was desirous that the said next Turn or Presentation should be conveyed to the said *Kenelm Somerville* for the Purposes and upon the Trusts therein-after mentioned, it is witnessed, that for the valuable Consideration therein mentioned to be paid by the said *Jane Mills* to the said *Francis Mills* the Brother, and for the nominal Consideration therein mentioned to be paid to the said *Francis Mills* the Brother and *Jane Mills* by the said *Kenelm Somerville*, they the said *Francis Mills* the Brother and *Jane Mills*, and each of them, did grant, bargain, and sell unto the said *Kenelm Somerville* all the said First or next Turn or Presentation of and to the said Rectory of the Parish Church of *Barford* aforesaid, to hold the same, with the Appurtenances, unto the said *Kenelm Somerville*, his Executors, Administrators, and Assigns, upon trust that he the said *Kenelm Somerville*, his Executors, Administrators, or Assigns, should, on the Decease, Resignation, Cession, Deprivation, or other Avoidance of the said *Francis Mills* the Brother, present the Honourable and Reverend *William Somerville* of *Meriden* in the said County of *Warwick*, Clerk, the Nephew of the said *Jane Mills*, to be Rector of the said Church of *Barford*: And whereas on or about the Eleventh Day of *February* in the Year One thousand eight hundred and forty-one the said *William Somerville* was instituted and inducted to the said Rectory and Parish Church of *Barford* aforesaid, on the Presentation of the said *Kenelm Somerville*, the same Church being then vacant by the Resignation of the said *Francis Mills* the Brother: And whereas the said *William Mills* (the Second Son of the said *William Mills* the Testator) died some Time previously to the Twenty-eighth Day of *November* One thousand eight hundred and forty, having intermarried with *Charlotte Pearse*, and there were Issue Male of such Marriage Two Sons only, *viz.*, *Charles James Conway Mills*, who attained his Age of Twenty-one Years in or about the Month of *May* in the Year One thousand eight hundred and thirty-seven, and *William Newbold Mills*: And whereas the before-named *Jane Mills* (being seised or possessed of the Pieces or Parcels of Land, Tenements, and Hereditaments mentioned or referred to in the Second Schedule to this Act, and which are situate in the Parish of *Barford* aforesaid, together with other Lands and Hereditaments in the same Parish,) duly made and signed her last Will and Testament in Writing, bearing Date the Twenty-eighth Day

Somerville's or Mills's (Barford Rectory) Estate.

Day of *November* in the Year One thousand eight hundred and forty, executed by her and attested in manner required by Law for the Execution of Wills, therein described as *Jane Mills* of *Barford* in the County of *Warwick*, Widow, and she thereby gave and devised the Garden, as also a Close or Piece of Land called *Barley Furlong*, containing about Four Acres, and a Close of Land called *Blick's Close*, containing about Three Acres and a Half, all lying within the said Parish of *Barford*, and in her (the said Testatrix's) own Occupation, or in the Occupation of her Tenant or Tenants, and all other her Real Estates in the said Parish of *Barford*, unto *Kenelm Somerville*, a Captain in the Royal Navy, and to *Walter Henry Bracebridge* of *Sherbourn* in the County of *Warwick*, Esquire, their Executors, Administrators, and Assigns, for the Term of Fifty Years, to commence at and from the Day of her Decease, if her Nephew the before-named Honourable *William Somerville*, then of *Meriden* in the County of *Warwick*, Clerk, should so long live, upon the Trusts and for the Purposes therein-after declared, and from and after the Expiration or other Determination of the said Term of Fifty Years the said Testatrix gave and devised the said Garden, Lands, and all her Real Estate in *Barford* aforesaid to her Nephew the said *John Mills* the elder, therein described as then of *Bisterne* in the County of *Southampton*, Esquire, for the Term of his natural Life, without Impeachment of Waste, with Remainder to the Use of the before-named *George Carr Glyn* (therein described as *George Carr Glyn* of *London*, Banker,) and *Richard Baker Wingfield* of *Pall Mall* in the County of *Middlesex*, Esquire, and their Heirs, during the Life of the said *John Mills* the elder, in trust for him, and to preserve contingent Remainders, and from and after the Decease of the said *John Mills* the elder to the Use of *John Mills* the younger, the eldest Son of her (the Testatrix's) Nephew the said *John Mills* the elder for his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *John Mills* the younger, in trust for him, and to preserve contingent Remainders, and after the Decease of the said *John Mills* the younger to the Use of the First, Second, and every other Son of the Body of the said *John Mills* the younger, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of such Sons and Son issuing, and for Default of such Issue to the Use of *Cecil Mills*, the Second Son of the said Testatrix's Nephew the said *John Mills* the elder, for his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Cecil Mills*, in trust for him, and to preserve contingent Remainders, and after the Decease of the said *Cecil Mills* to the Use of the First, Second, and every

other Son of the Body of the said *Cecil Mills*, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of such Sons and Son issuing, and for Default of such Issue to the Use of the Third and every other Son of the Body of the said Testatrix's Nephew the said *John Mills* the elder, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of such Sons and Son issuing, and for Default of such Issue to the Use of her (the said Testatrix's) Great Nephew the said *Charles James Conway Mills* (therein called *Charles Mills*, and described as the eldest Son of her late Nephew *William Mills*) for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Charles James Conway Mills* (therein called *Charles Mills*), in trust for him, and to preserve contingent Remainders, and after the Decease of her Great Nephew the said *Charles James Conway Mills* to the Use of the First and every other Son of the Body of the said *Charles James Conway Mills* (therein called *Charles Mills*), severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of her (the said Testatrix's) Great Nephew the said *William Newbold Mills* (therein called *William Mills*, and described as the Second Son of her then late Nephew *William Mills*,) for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of her said Great Nephew *William Newbold Mills* (therein called *William Mills*), in trust for him, and to preserve contingent Remainders, and after the Decease of her Great Nephew the said *William Newbold Mills* (therein called *William Mills*) to the Use of the First and every other Son of the Body of the same *William Newbold Mills* (therein called *William Mills*), severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of her (the said Testatrix's) Nephew and Executor the said *Charles Mills* the Son, and his Assigns, during his natural Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of her Nephew and Executor the said *Charles Mills* the Son, in trust for him, and to preserve contingent Remainders, and after the Decease of the same *Charles Mills* the Son to the Use of *Charles Henry Mills* (therein called *Charles Mills* the younger, and described as the

eldest Son of the said Testatrix's said Nephew and Executor *Charles Mills*) and his Assigns during his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Charles Henry Mills* (therein called *Charles Mills*), in trust for him, and to preserve contingent Remainders, and after the Decease of the said *Charles Henry Mills* (therein called *Charles Mills*) to the Use of the First and every other Son and Sons of the Body of the same *Charles Henry Mills* (therein called *Charles Mills*), severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of the Second and every other Son of the Body of her Nephew and Executor the said *Charles Mills* the Son, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of her (the said Testatrix's) Nephew the said *Francis Mills* the Son, and his Assigns, for his Life, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the same *Francis Mills* the Son, in trust for him, and to preserve contingent Remainders, and after the Determination of that Estate to the Use of the First and every other Son of the Body of her Nephew the said *Francis Mills* the Son, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of her (the said Testatrix's) Nephew the said *Edward Wheler Mills* and his Assigns for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Edward Wheler Mills*, in trust for him, and to preserve contingent Remainders, and after the Determination of that Estate to the Use of the First and every other Son of the Body of the said *Edward Wheler Mills*, severally, successively, and in remainder, one after another, according to their respective Seniorities, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of the said *Francis Mills* the Brother (therein described as the Reverend *Francis Mills*, then Rector of *Barford* aforesaid), and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the same Reverend *Francis Mills*, in trust for him, and to preserve contingent Remainders, and after the Determination of that Estate to the Use of the Reverend *Henry Mills*, the

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eldest Son of the said *Francis Mills* the Brother, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Henry Mills*, in trust for him, and to preserve contingent Remainders, and after the Determination of that Estate to the Use of the First and every other Son of the Body of the said *Henry Mills*, severally, successively, and in remainder, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of *Arthur Mills*, the Second Son of the said *Francis Mills* the Brother, and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the Use of the said *George Carr Glyn* and *Richard Baker Wingfield*, and their Heirs, during the Life of the said *Arthur Mills*, in trust for him, and to preserve contingent Remainders, and after the Determination of that Estate to the Use of the First and every other Son of the Body of the said *Arthur Mills*, severally, successively, and in remainder, and the Heirs Male of the respective Bodies and Body of all and every such Sons and Son issuing, and for Default of such Issue to the Use of the right Heirs of the said *William Mills* the Testator (therein described as the then late *William Mills* of *Bisterne* aforesaid, Esquire), the Father of the before-named *John Mills* the elder, *William Mills* deceased, *Charles Mills* the Son, *Francis Mills* the Son, and *Edward Wheler Mills*; and the said Testatrix thereby declared, that the said Term of Fifty Years was so devised or limited to the said *Kenelm Somerville* and *Walter Henry Bracebridge*, their Executors, Administrators, and Assigns, of and in the aforesaid Garden, Closes, Lands, Hereditaments, and all other her Real Estate at *Barford*, upon trust to permit and suffer her Nephew the before-named *William Somerville* to hold and enjoy all the said Garden, Land, and Real Estate in *Barford*, and to receive the Rents and Profits thereof, during the whole or so much of the said Term as he the said *William Somerville* should be Rector of *Barford* or Incumbent of the Rectory of *Barford*, and in case the said *William Somerville* should not be or become Incumbent of the Rectory of *Barford*, then upon trust that the said *Kenelm Somerville* and *Walter Henry Bracebridge*, or the Survivor of them, his Executors, Administrators, or Assigns, should during such Part or Parts of the said Term of Fifty Years as the said *William Somerville* should not be Rector or the Incumbent of the Rectory of *Barford* pay the Rents and Profits of such Garden, Land, and other her (the said Testatrix's) Real Estate in *Barford* unto or permit the same to be received by such Person or Persons as under the Limitations contained in that her Will should for the Time being be entitled to have and receive the same on the Expiration or other sooner Determination of the said Term: And whereas the said *Jane Mills* departed this Life in

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or about the Year One thousand eight hundred and forty-one, without having in any Manner revoked or altered her said Will: And whereas in or about the Month of *July* in the Year One thousand eight hundred and thirty-five the said *John Mills* the elder intermarried with *Sarah Charlotte Micklethwait*, and there hath been Issue Male of the said Marriage Three Sons only, namely, the said *John Mills* the younger, the said *Cecil Mills*, and *Francis Nathaniel Mills*, and the said *Francis Nathaniel Mills* died on or about the Twenty-second Day of *April* in the Year One thousand eight hundred and forty-eight: And whereas the before-named *Charles James Conway Mills*, who (as herein-before is mentioned) has attained the Age of Twenty-one Years, is still living and a Bachelor, and he is the first adult Tenant in Tail Male of the Advowson of the Rectory of the Parish and Parish Church of *Barford* aforesaid under the Will of the said *William Mills* the Testator, deceased: And whereas the said *William Newbold Mills* died on or about the Twenty-first Day of *April* in the Year One thousand eight hundred and forty-five, a Bachelor: And whereas in or about the Year One thousand eight hundred and twenty-five the said *Charles Mills* the Son intermarried with *Emily Cox*, and there hath been Issue Male of such Marriage One Son only, namely, the said *Charles Henry Mills*, who is now an Infant under the Age of Twenty-one Years, and a Bachelor: And whereas the said *Francis Mills* the Son is a Bachelor: And whereas there has never been any Issue Male of the Body of the said *Edward Wheler Mills*: And whereas in or about the Month of *December* in the Year One thousand eight hundred and forty-one the said *Henry Mills* intermarried with *Mary Hippisly*, and there has been Issue Male of such Marriage One Son only, namely, *Francis Mills*: And whereas in or about the Month of *August* in the Year One thousand eight hundred and forty-eight the said *Arthur Mills* intermarried with *Agnes Lucy Acland*, and there has been Issue Male of such Marriage One Child only, namely, *Francis Arthur Mordaunt Mills*: And whereas at the Time of the Decease of the said *Jane Mills* the before-named *John Mills* the elder was the right Heir of the said *William Mills* the Testator (in the Will of the said *Jane Mills* called the late *William Mills* of *Bisterne*, Esquire), the said *John Mills* the elder being the First and eldest Son of the said *William Mills* the Testator and *Elizabeth* his Wife: And whereas the said *Henry Hugh Holbech* some Time since departed this Life, leaving the said *George Carr Glyn* and *George Digby Wingfield*, his Co-trustees of and under the Will of the said *William Mills* the Testator, him surviving: And whereas by Articles of Agreement in Writing, dated the Twentieth Day of *November* in the Year One thousand eight hundred and forty-seven, and made between the said *William Somerville* and *John Mills*, herein-before described as *John Mills* the elder, of the one Part, and *Anne Ryland* Widow and *Louisa Anne Ryland* Spinster,

Articles of Agreement, dated 20th Nov. 1847.

Spinster, both of the *Priory* in the Borough of *Warwick*, of the other Part, it was (amongst other things) agreed, that in case at any Time within Three Years from the Day of the Date of that Agreement the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, her Executors, Administrators, or Assigns, should be desirous of purchasing the Fee Simple of the Mansion House, Cottages, Gardens, Waters, Lands, and other Hereditaments described in the First and Second Schedules thereunto, and of which same First and Second Schedules the First and Second Schedules to this Act respectively annexed are Copies or Transcripts, and should signify such Desire in Writing to the said *William Somerville* and *John Mills* the elder at the Rectory House in *Barford*, then that they the said *William Somerville* and *John Mills* the elder would immediately afterwards use their utmost Endeavours to obtain the Consent of the Bishop of *Worcester* in order to enable them to make such Sale or an Exchange of the Mansion House, Lands, and Hereditaments comprised in the First Schedule thereto (being the Hereditaments mentioned and comprised in the First Schedule to this Act annexed), and to convey the same in Fee Simple to the said *Anne Ryland* and *Louisa Anne Ryland*, their Heirs or Assigns, and also at the next Session of Parliament following to obtain an Act of Parliament to enable them the said *William Somerville* and *John Mills* to make sale and convey in like Manner the Cottages or Tenements, Garden and Lands, described in the Second Schedule thereto (being the Hereditaments mentioned and comprised in the Second Schedule to this Act annexed), or, if thought more advisable, to obtain such Act of Parliament to be enabled to convey the whole of the Hereditaments comprised in such First and Second Schedules at or for the Price or Sum of Ten thousand Pounds, (that was to say,) for the Mansion House, Hereditaments, and Premises comprised in the said First Schedule, and the Timber and Trees thereon, for the Sum of Eight thousand four hundred Pounds, and for the Cottages or Tenements, Stables, Garden Land, Pools, and Hereditaments, mentioned in the Second Schedule, with the Trees thereon, for the Sum of One thousand six hundred Pounds, and also in case if at the same Time the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, or her Executors, Administrators, or Assigns, should signify in like Manner their or her Desire and Intention to purchase all the Cottage, Barn, and Buildings, with the Closes, Lands, and Hereditaments mentioned in the Third Schedule thereunder written (being the Hereditaments mentioned and comprised in the Third Schedule to this Act annexed), at and after the Rate of One hundred and ten Pounds *per* Acre for all and every Part of the same Closes and Hereditaments (and including in such Price of One hundred and ten Pounds *per* Acre the Cottage, Buildings, and Timber Trees standing or being on the same Lands), then that they

the said *William Somerville* and *John Mills* would use in like Manner their utmost Endeavours to obtain the Consent of the same Bishop of *Worcester* to enable them, in manner before mentioned, to make sale and convey such Closes, Lands, and Hereditaments described or specified in the Third Schedule thereto, so that the same might at the same Time be conveyed with the said Mansion House and Property comprised in the First Schedule thereto, unto them the said *Anne Ryland* and *Louisa Anne Ryland*, their Heirs and Assigns, for ever: And whereas the said *Anne Ryland* and *Louisa Anne Ryland* did in or about the Month of *February* One thousand eight hundred and forty-nine signify to the said *William Somerville* and *John Mills* the elder, in manner in the said recited Articles of Agreement mentioned, their Desire of purchasing the Fee Simple of the said Mansion House, Cottages, Gardens, Waters, Lands, and other Hereditaments described in the First and Second Schedules to the said Agreement, and also the Cottage, Barn, and Buildings, with the Closes, Lands, and Hereditaments mentioned in the Third Schedule to the said recited Articles of Agreement: And whereas the Purchase Money for the Cottage, Barn, Buildings, Closes, Lands, and Hereditaments mentioned and comprised in the Third Schedule to this Act annexed, estimated after the Rate of One hundred and ten Pounds *per* Acre, and in like Proportion for any greater or less Quantity than an Acre, amounts to the Sum of Four thousand seven hundred and twenty-one Pounds Fifteen Shillings, which Sum, being added to the Sum of Eight thousand four hundred Pounds, the Consideration Money by the said recited Articles of Agreement agreed to be paid for the Purchase of the Mansion House, Lands, and Hereditaments comprised in the First Schedule to this Act annexed, makes the Sum of Thirteen thousand one hundred and twenty-one Pounds and Fifteen Shillings: And whereas the Mansion House mentioned and comprised in the First Schedule to this Act annexed is not at present, and has not been for many Years, the Residence of the Rector of the Parish and Parish Church of *Barford* aforesaid, there being another House within the said Parish belonging to the same Rectory in which the said *William Somerville* as Rector as aforesaid resides, and in which the Rector for the Time being of the said Parish and Parish Church has for many Years resided, and the said Mansion House requires from Time to Time a considerable Outlay of Money to keep the same and the Offices and Outbuildings thereto belonging in repair: And whereas the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed lie near and form Part of the Approach to the said Mansion House mentioned and comprised in the First Schedule to this Act annexed, and are intermixed with the Lands comprised in the same Schedule, and the Possession of such Hereditaments and Premises is essential to the Enjoyment of the

the said Mansion House: And whereas it would be greatly for the Benefit of the Rectory of the Parish and Parish Church of *Barford* aforesaid if the said *William Somerville* or other the Rector for the Time being of the same Rectory were authorized and empowered to carry into effect the Contract or Provisional Contract by the hereinbefore recited Articles of Agreement entered into with the said *Anne Ryland* and *Louisa Anne Ryland* for the Sale to them of the Hereditaments and Premises mentioned and comprised in the First and Third Schedules to this Act respectively annexed, and it would also be for the Benefit of the Parties beneficially interested or entitled under the Uses and Limitations of the Will of the said *Jane Mills* deceased in and to the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed if the same Hereditaments and Premises were vested in Trustees upon trust to carry into effect the Contract or Provisional Contract by the said recited Articles of Agreement entered into with the said *Anne Ryland* and *Louisa Anne Ryland* for the Sale to them of the said Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed; but the above beneficial Purposes cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said *William Somerville*, as such Rector as aforesaid, and the said *John Mills* the elder, as first and immediate Tenant for Life of the Advowson of the Rectory of the Parish and Parish Church of *Barford* aforesaid, on behalf of himself and his infant Sons the said *John Mills* the younger and *Cecil Mills*, and likewise the said *Charles James Conway Mills*, and the said *John Mills* the elder on behalf of himself and the said *John Mills* the younger, and *Cecil Mills*, and likewise the said *Charles James Conway Mills*, as interested or entitled respectively and successively under the Uses and Limitations of the Will of the said *Jane Mills* deceased in and to the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed, on behalf of themselves respectively and all and every their future-born Sons and Issue Male, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall and may be lawful to and for the said *William Somerville* or other the Rector for the Time being of the said Parish and Parish Church of *Barford*, and he the said *William Somerville* or other the Rector for the Time being of the said Parish or Parish Church is by this Act fully authorized and empowered, at any Time after the passing of this Act, upon Payment by the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, her Heirs, Executors, or Administrators, their or her Assigns, of the Sum of Thirteen thousand one hundred and twenty-

Power to convey Lands in First and Third Schedules to Anne Ryland and Louisa Anne Ryland.

twenty-one Pounds Fifteen Shillings into the Bank of *England* in manner herein-after in that Behalf directed, and upon such Certificate and Receipt being given for the same as herein-after in that Behalf mentioned, to convey and assure all that and those the said Mansion House, Cottages, and other Buildings, Rickyard, Gardens, Plantations, Pieces or Parcels of Land, Ponds, and the Ground and Soil thereof, and all and singular other the Hereditaments mentioned and comprised in the First and Third Schedules to this Act respectively annexed, and every of them and every Part thereof, with their and every of their Rights, Easements, Members, and Appurtenances, (including all Timber and other Trees standing or growing upon the said Premises or upon any Part thereof,) unto and to the Use of the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, their or her Heirs and Assigns, or unto such other Person or Persons and in such Manner as they or she shall direct or appoint, freed, discharged, and absolutely acquitted and exonerated of and from all the Estate, Right, Title, Interest, Claim, and Demand whatsoever of or by the said *William Somerville* and every other the Rector or Incumbent for the Time being of the said Parish and Parish Church of *Barford*, his and their respective Successors for ever, into, out of, and upon the said Mansion House and Hereditaments so conveyed.

Purchase Money to be paid into the Bank, and to be reinvested in Land, under the Direction of the Court of Chancery.

II. And be it enacted, That the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings, being the Purchase Money for the Hereditaments and Premises mentioned and comprised in the First and Third Schedules to this Act annexed, shall with all convenient Speed after the passing of this Act be paid by the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, or the Heirs, Executors, or Administrators of such Survivor, their or her Assigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Pur- "chasers of the Glebe Lands of the Parish of *Barford* in the County "of *Warwick*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that as soon as may be after the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings shall have been paid into the Bank as aforesaid, and after deducting thereout such Costs, Charges, and Expenses as are herein-after in that Behalf mentioned, the same Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings, or the Surplus thereof after Payment of such Costs, Charges, and Expenses, shall be laid out and invested, under the Direction of the said Court of Chancery, in pursuance of an Order or of Orders to be obtained for

that Purpose on Motion or Petition in a summary Way by or on behalf of the Rector for the Time being of the Parish and Parish Church of *Barford* aforesaid, in One or more Purchase or Purchases of Messuages, Lands, and Hereditaments of Inheritance in Fee Simple in possession, or subject only to a Lease or Leases at an improved Rent or improved Rents, and for a Term or Terms (whereof not more than Fourteen Years shall be unexpired), or of Copyhold Lands or Hereditaments of Inheritance convenient to be held therewith, such Copyhold Lands or Hereditaments not to exceed in Value One Fourth of the Hereditaments so to be purchased, and which Messuages, Lands, and Hereditaments being free from Incumbrances, other than Quit Rents, Fee-farm Rents, and other usual Outgoings, and such Purchase or Purchases, to be approved of by the said Court of Chancery, having been previously consented to and approved of by the Patron and Ordinary for the Time being of the Rectory of *Barford* aforesaid, and such Consent and Approval to be certified under their respective Hands; and that with all convenient Speed after the making of every or any such Purchase all and singular the Hereditaments which shall be so purchased, with their Appurtenances, shall be conveyed and assured unto and to the Use of the Rector for the Time being of the Parish and Parish Church of *Barford* aforesaid, and his Successors for ever, to be thenceforth for ever held and enjoyed as Glebe Lands of or belonging to the said Rectory, without any Licence or Writ of Ad quod damnum, and without being subject or liable to any of the Penalties or Forfeitures of the Statutes of Mortmain; and in case any Surplus not exceeding Twenty Pounds, and for which no Investment in Land can be conveniently found, shall remain of the said Purchase Money of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings, herein-before directed to be laid out in the Purchase of Land as aforesaid, the same Surplus shall be applied for the permanent Benefit of the said Benefice of *Barford*, in such Manner as the Patron and Ordinary for the Time being shall think fit, and shall by Writing under their respective Hands direct.

Hereditaments in the Second Schedule to the Act vested in Trustees in trust to convey in pursuance of Contract.

III. And be it enacted, That from and immediately after the passing of this Act the Pieces or Parcels of Land, Plantations, Cottages, Stables, and other Buildings, Gardens, Ponds, or Stews, and the Ground and Soil thereof, and all and singular other the Hereditaments mentioned and comprised in the Second Schedule to this Act annexed, being Part of the Hereditaments and Real Estate devised by the said recited Will of the said *Jane Mills* deceased to Uses in strict Settlement as aforesaid, and every of them, and every Part thereof, with their respective Rights, Easements, Members, and Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits thereof, shall stand and be vested in *Richard Beachcroft* of *King's Road, Bedford Row*, in the County

Somerville's or Mills's (Barford Rectory) Estate.

County of *Middlesex*, Gentleman, and *Arthur Ryland* of *Birmingham* in the County of *Warwick*, Gentleman, their Heirs and Assigns, to the Use of them the said *Richard Beachcroft* and *Arthur Ryland*, their Heirs and Assigns, for ever, freed absolutely and for ever acquitted, exonerated, and discharged of and from all and every the Uses, Trusts, Limitations, Powers, Declarations, and Provisions in and by the Will of the said *Jane Mills* deceased limited, declared, created, expressed, and contained of and concerning the same Hereditaments and Premises, or any of them, or any Part or Parts thereof, and also freed and discharged of and from all and every Terms and Term of Years (if any) comprising or affecting the said Hereditaments or any Part or Parts thereof that are either expressly or by Construction of Law or Equity attendant upon the Freehold and Inheritance of the said Hereditaments or any Part or Parts thereof, but nevertheless upon trust and to the Intent that they the said *Richard Beachcroft* and *Arthur Ryland*, or the Survivor of them, or the Heirs of such Survivor, their or his Assigns, do and shall at any Time after the passing of this Act, upon Payment by the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, her Heirs, Executors, or Administrators, their or her Assigns, of the said Purchase Money or Sum of One thousand six hundred Pounds, into the Bank of *England*, in manner herein-after in that Behalf directed, and upon such Certificate and Receipt being given for the same as herein-after in that Behalf mentioned, convey and assure the Pieces or Parcels of Land, Plantations, Cottages, Stables, and other Buildings, Gardens, Ponds, or Stews, and the Ground and Soil thereof, and all and singular other the Hereditaments mentioned and comprised in the Second Schedule to this Act annexed, with their Rights, Easements, Members, and Appurtenances (including all Timber and other Trees standing or growing upon the said Premises or upon any Part thereof), and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of the said Hereditaments and Premises, unto and to the Use of the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, their or her Heirs and Assigns, or unto such other Person or Persons and in such Manner as they or she shall direct, freed, acquitted, exonerated, and for ever discharged of and from all and every the Uses, Trusts, Limitations, Powers, Declarations, and Provisions in and by the Will of the said *Jane Mills* deceased limited, declared, created, expressed, and contained of and concerning the same.

Purchase Money to be paid into Bank, and to be invested in the Purchase of Land, under

IV. And be it enacted, That the said Sum of One thousand six hundred Pounds (being the Purchase or Consideration Money for the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed) shall, with all convenient Speed after the passing of this Act, be paid by the said *Anne Ryland* and *Louisa Anne Ryland*, or the Survivor of them, or the Heirs, Executors,

the Direction of the Court of Chancery.

Executors, or Administrators of such Survivor, their or her Assigns, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there, "*Ex parte* the Purchasers of Parts of the *War-*" *wickshire* Estate devised by the Will of Mrs. *Jane Mills* deceased," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four; and that as soon as conveniently may be after the said Sum of One thousand six hundred Pounds shall have been paid into the Bank as aforesaid, and after deducting and paying thereout such Costs, Charges, and Expenses as are herein-after in that Behalf mentioned, the same Sum of One thousand six hundred Pounds, or the Surplus thereof after Payment of such Costs, Charges, and Expenses, shall be at one Time, or from Time to Time and at several Times, laid out and invested, under the Direction of the said Court of Chancery, in pursuance of an Order or of Orders to be obtained for that Purpose on Petition in a summary Way by or on behalf of the Person or Persons who under and by virtue of the Will of the said *Jane Mills* deceased would for the Time being have been beneficially entitled to the Rents and Profits of the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed, or such of them as shall have been so sold as aforesaid, if the same had remained unsold, if such Person or Persons respectively shall be of the Age of Twenty-one Years or upwards, but if not, then by or on behalf of the Guardian or Guardians for the Time being of such Person or Persons, in the Purchase of Freehold Messuages, Lands, Tenements, and Hereditaments of an Estate of Inheritance in Fee Simple in possession, and subject only to a Lease or Leases at improved Rents, to be situate in *England*, or of Copyhold Lands and Hereditaments convenient to be held therewith, such Copyhold Lands or Hereditaments not to exceed in Value One Fourth Part of the Hereditaments so to be purchased, and such Freehold and Copyhold Hereditaments respectively to be free from Incumbrances, other than Quit Rents, Fee-farm Rents, and other usual Outgoings; all which Freehold and Copyhold Hereditaments shall, with all convenient Speed after the Purchase thereof respectively, be conveyed, surrendered, settled, and assured to such Uses, upon and for such Trusts, Intents, and Purposes, and with, under, and subject to such Powers, Limitations, Declarations, and Provisions, as in and by the Will of the said *Jane Mills* deceased are limited, declared, expressed, and contained of and concerning the Hereditaments mentioned and comprised in the Second Schedule to this Act, or such of them as shall for the Time being be subsisting undetermined and capable of taking effect, or as near thereto in all respects as Circumstances will admit.

Interim Investments of the Purchase Monies in Exchequer Bills, &c., and in 3*l.* per Cent. Bank Annuities.

V. And be it enacted, That the said respective Sums of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings and One thousand six hundred Pounds so directed to be respectively paid into the Bank in the Name of the Accountant General, to the respective Accounts and in manner herein-before directed in regard to each of the same Sums respectively, or so much thereof respectively as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs and Expenses, according to the Directions herein-after in that respect contained, shall, in the meantime and until the same respective Sums shall have been invested in the Purchase of Hereditaments and Real Estate as aforesaid, be laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills, and the Money received for the same as they shall respectively be paid off by Government shall be laid out, in the Name of the said Accountant General, in the Purchase of other Navy, Victualling, or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General Order or Orders, or Special Order or Orders, if necessary, that whenever the Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in the Course of Payment by Government, and new Exchequer Bills shall be issued, such new Exchequer Bills may be received in exchange for those which are so in the Course of Payment as shall be effectual for enabling such Receipts in exchange, and in that Case the Interest on the old Bills shall be laid out as before directed with respect to the Interest of the Bills which may be paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, when purchased or exchanged, shall be deposited in the Bank in the Name of the said Accountant General, and shall there remain until the same shall be sold under any such Order or Orders of the said Court of Chancery as the said Court is by this Act empowered to make; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in that Case only the Surplus which shall remain after discharging the Expenses of the Application to the Court shall be paid to the respective Parties and in manner following; (that is to say,) as to the said Surplus arising from the Sale of any Navy, Victualling, or Exchequer Bills which shall have been purchased with the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings or any Part thereof, to the Rector for the Time being of the Parish and Parish Church of *Barford* aforesaid who would during the Continuance of the Investments in such Bills have been entitled to the Rents and Profits of the Hereditaments and Premises mentioned and comprised in the First and Third Schedules to this Act respectively annexed in case the same had remained unsold, or to the personal Representative or personal Representatives of such Rector, (as the Case may be,) as Part of the Personal Estate of such Rector; and as to the said Surplus arising from the Sale of

any Navy, Victualling, or Exchequer Bills which shall have been purchased with the said Sum of One thousand six hundred Pounds or any Part thereof, to the Person or Persons who during the Continuance of the Investment in such Bills would have been beneficially entitled to the Rents and Profits of the Hereditaments and Premises comprised in the Second Schedule to this Act annexed in case the same Hereditaments had remained unsold, or (as the Case may be) to the personal Representative or Representatives of such Person or Persons, as Part of his, her, or their Personal Estate; or the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings, or the Proceeds of the Sale or Disposition of the Navy, Victualling, or Exchequer Bills in or upon which the same or any Part thereof may have been invested, shall be laid out, under the Direction of the said Court of Chancery, by the said Accountant General, in his Name, in the Purchase of Bank Three *per Centum* Annuities, to the Credit of an Account with "The Rector for the Time being of the Parish and Parish Church of *Barford*," and shall so remain until the same shall, upon Petition to be preferred in a summary Way to the said Court of Chancery by or on behalf of the Rector for the Time being of the Parish and Parish Church of *Barford* aforesaid, be ordered to be sold by the said Accountant General, for the Purpose of completing any such Purchase of Hereditaments or Real Estate as aforesaid, or in Payment of any Costs, Charges, and Expenses by this Act authorized to be paid, in such Manner as the said Court shall think fit and direct; and in the meantime and until the Three Pounds *per Centum* Annuities which shall have been purchased with the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings, or any Part thereof, shall be sold, the Dividends thereof shall from Time to Time be paid to the Rector for the Time being of the Parish and Parish Church of *Barford* aforesaid, or (as the Case may be) to the personal Representative or personal Representatives of such Rector, as Part of his Personal Estate: Provided nevertheless, that at the Expiration of Five Years after the passing of this Act so much of the said Sum of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings as shall not then have been invested in the Purchase of Hereditaments and Real Estate, or the Payment of such Costs, Charges, and Expenses as aforesaid, and whether the same or any Part thereof shall be then invested in such Bank Annuities as aforesaid or not, shall be forthwith laid out, under the Direction of the said Court of Chancery, in the Purchase of Navy, Victualling, or Exchequer Bills, to be disposed of, together with the Interest arising therefrom, in the Manner herein-before mentioned.

The Lands comprised in the Second Schedule to

VI. And be it enacted, That until Payment into the Bank in manner herein-before directed of the said Sum of One thousand six hundred Pounds, the Consideration Money to be paid for the Pur-

chase of the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act annexed, the same Hereditaments and Premises, and the Rents and Profits thereof, shall be held and enjoyed and received and taken by the Person or Persons who would for the Time being be entitled thereto under and by virtue or means of the Uses and Limitations of the Will of the said *Jane Mills* deceased, in such and the same Manner as if this Act had not been passed.

be held according to the Will of Mrs. Jane Mills until Payment for the Purchase thereof.

VII. And be it enacted, That the Certificate or Certificates to be given by the Accountant General of the High Court of Chancery, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be therewith filed in the Register Office of the Court of Chancery, of such Payments into the Bank of the said Sums of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings and One thousand six hundred Pounds respectively, as aforesaid, or an Office Copy or Office Copies thereof respectively, shall be and be deemed and taken to be a good and effectual Discharge or good and effectual Discharges to the said *Anne Ryland* and *Louisa Anne Ryland*, and each of them, and the Survivor of them, their or her and each of their Heirs, Executors, Administrators, and Assigns, for the same respective Sums of Thirteen thousand one hundred and twenty-one Pounds Fifteen Shillings and One thousand six hundred Pounds, or for so much thereof respectively for which such Certificate or Certificates and Receipt or Receipts as aforesaid shall be respectively given, and that after the filing of such Certificate or Certificates and Receipt or Receipts the said *Anne Ryland* and *Louisa Anne Ryland*, and each of them, their and each of their Heirs, Executors, and Administrators, shall stand and be and are and is hereby absolutely acquitted and discharged of and from the same Sums respectively and every Part thereof, and from all Obligation of seeing to the Application thereof, and from all Liability by reason of any Misapplication or Nonapplication thereof respectively, or any Part thereof.

Certificate of Accountant General, and Receipts, to be good Discharges.

VIII. And be it enacted, That in case the said *Richard Beachcroft* and *Arthur Ryland*, or either of them, or any future Trustees or Trustee to be appointed as herein-after mentioned, shall die, or be desirous to be discharged from or shall refuse or decline or become incapable to act in the Trusts or Powers hereby reposed or vested in the said *Richard Beachcroft* and *Arthur Ryland*, or shall be absent from *England* and *Wales* for the Space of Eleven Calendar Months in any One Year before the same Trusts or Powers shall be fully performed and executed, then and in every such Case, and when and as often as the same shall happen, it shall be lawful for the said High Court of Chancery, on Motion or Petition in a summary Way by the Person or Persons who would for the Time being be beneficially entitled in possession to the Rents and Profits of the Hereditaments by

Power for new Appointment of Trustees.

by this Act vested in the said *Richard Beachcroft* and *Arthur Ryland* upon trust as aforesaid in case the same Act had not been passed, if such Person or Persons shall be of the Age of Twenty-one Years or upwards, and if not then for the Guardian or Guardians for the Time being of such Person or Persons, on his, her, or their Behalf, from Time to Time to nominate or appoint any One or more Person or Persons to be a Trustee or Trustees in the Place or Stead of the said *Richard Beachcroft* and *Arthur Ryland* or either of them, or of other the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or having been absent from *England* and *Wales* as aforesaid; and when and so often as any Trustee or Trustees shall have been nominated and appointed in manner aforesaid, the said Trust Estate and Premises which shall be then vested in the Trustee or Trustees so dying, or desiring to be discharged, or refusing or declining or becoming incapable to act, or having been absent from *England* and *Wales* as aforesaid, shall with all convenient Speed be conveyed and assured so and in such Manner as to become legally and effectually vested in such new Trustee or Trustees, either solely, or jointly with the surviving, remaining, or continuing Trustee or Trustees, as the Circumstances of the Case shall require, upon and for the same Trusts, Intents, and Purposes, and with, under, and subject to the same Powers, Declarations, and Provisions, as are herein expressed and declared concerning the same Estates and Premises respectively, or such and so many of them as shall be then subsisting or capable of taking effect; and such new Trustee or Trustees shall and may in all things act in the Management, carrying on, and Execution of the Trusts and Powers by this Act vested in the said *Richard Beachcroft* and *Arthur Ryland* as fully and effectually in all respects, and with all the same Powers and Authorities, to all Intents and Purposes whatsoever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

Indemnity of Trustees.

IX. And be it enacted, That the said *Richard Beachcroft* and *Arthur Ryland*, and the Trustees to be appointed as aforesaid, their respective Heirs, Executors, and Administrators, shall not nor shall any of them be chargeable for any Money other than such only as they respectively shall actually receive by virtue of the Trusts and Powers in this Act contained, notwithstanding their or any of their giving or signing, or joining in giving or signing, any Receipt or Receipts for the sake of Conformity, and that they or any of them shall not be answerable or accountable the one for any others or other of them, nor for the Acts, Receipts, Payments, Neglect, or Defaults of any others or other of them, but each of them only for his own separate and individual Acts, Receipts, Payments, Neglects, or Defaults, nor for any other Misfortune, Loss, or Damage happening in the Execution of the aforesaid Trusts or Powers, or in relation thereto, unless the same shall happen through their or his own wilful

Default

Default or Neglect, and in that Case each Person shall be singly and alone responsible for the Loss or Damage which may so happen from his own wilful Neglect or Default; and it shall be lawful for the said *Richard Beachcroft* and *Arthur Ryland*, and such new Trustees or Trustee so from Time to Time to be appointed as aforesaid, their respective Heirs, Executors, and Administrators, out of the Monies and Funds which may come to their respective Hands by virtue of the Trusts and Powers in this Act contained, from Time to Time to deduct, retain, and reimburse to himself and themselves, and to allow and pay to each other, or to the Heirs, Executors, Administrators, or Assigns of each other, all such Costs, Losses, Damages, and Expenses, and Fees to Counsel, Attornies, and Solicitors for Advice, Attendance, or Assistance, as they or any of them may pay, sustain, incur, or disburse in or about the Execution of the aforesaid Trusts and Powers, or in any Manner relating thereto.

Court of Chancery to tax and allow Costs.

X. And be it enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required from Time to Time, upon Petition in a summary Way by any Party or any of the Parties interested, to make such Order or Orders as the said Court shall think fit for allowing, taxing, and settling all Costs, Charges, and Expenses which may be incurred or occasioned in or about the making the several Applications to the said Court in pursuance of this Act, and in or about the investing all or any of the Monies which under this Act shall have been paid into the Bank of *England* in or in the Purchase of Hereditaments and Real Estate, or in or in the Purchase of Bank Annuities, Funds, or Government or Real Securities, or otherwise, according to the Directions herein contained, and in or about the Appointment from Time to Time of any new Trustee or new Trustees under this Act, and generally in carrying into complete Execution the Trusts and Purposes of this Act, subsequent to the Payment into the Bank of the said Purchase Monies, and also from Time to Time to make such Order or Orders as the said Court shall think fit for the Payment of such Costs, Charges, and Expenses as aforesaid, out of the Monies which shall arise from the respective Sales under this Act, and which shall be so respectively paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills, and Bank Annuities, Funds, or Securities to be purchased as aforesaid; and it shall be lawful for the said Court of Chancery from Time to Time to make such further Order or Orders in or about or in relation to the Premises as the said Court shall think fit.

Defining Patron for the Purposes of this Act.

XI. And be it enacted, That for the Purposes and in the Construction of this Act, and of all Acts to be done to or by or on behalf of the Patron for the Time being of the Rectory of the Parish and Parish Church of *Barford* aforesaid, and all Consents or Approvals

vals or Directions to be given or signified and Applications to be made by or on behalf of such Patron for the Time being, the Person for the Time being beneficially entitled to the first Estate of Freehold (whether as Tenant for Life or as Tenant in Tail Male) of and in the Advowson of the said Rectory shall be and be deemed to be the Patron of the said Rectory, and where such Person so entitled shall be an Infant under the Age of Twenty-one Years, all such Acts to be done to or by or on behalf of such Patron, and all such Consents, Approvals, or Directions to be given or signified, and Applications to be made by or on behalf of such Patron, shall and may, during the Minority of such Person so entitled as aforesaid, be done, given, signified, or made by the Guardian or Guardians for the Time being of such Person on his Behalf.

General Saving of Rights.

XII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Person and Persons, Bodies and Body Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators, (other than and except the said *William Somerville* and his Successors, Rectors of the Parish and Parish Church of *Barford* aforesaid,) all such Estate, Right, Title, Interest, Claim, and Demand of, into, and out of the Lands and other Hereditaments mentioned and comprised in the First and Third Schedules respectively to this Act annexed, as they, every or any of them, respectively had before the passing of this Act, or would or might have had or enjoyed of, in, and out of the same Hereditaments in case this Act had not been passed.

Further Saving of Rights.

XIII. And also saving and reserving to the Queen's most Excellent Majesty, Her Heirs and Successors, and to all and every other Persons and Person, Bodies and Body Politic or Corporate, his, her, or their Heirs, Successors, Executors, or Administrators, (other than and except the said *Kenelm Somerville*, *Walter Henry Bracebridge*, and the said *William Somerville*, the said *John Mills* the elder, the said *John Mills* the younger, the said *Cecil Mills*, the said *Charles James Conway Mills*, the said *Charles Mills* the Son, the said *Charles Henry Mills*, the said *Francis Mills* the Son, the said *Edward Wheler Mills*, the said *Francis Mills* the Brother, the said *Henry Mills*, and the said *Arthur Mills*, and other than and except the First and all and every other the Son and Sons of the said *John Mills* the younger, and the Heirs Male of their respective Bodies, and the First and all and every other the Son and Sons of the said *Cecil Mills*, and the Heirs Male of their respective Bodies, and the Third and all and every other the Son and Sons of the said *John Mills* the elder, and the Heirs Male of their respective Bodies, and the First and all and every other the Son and Sons of the said *Charles James Conway Mills*, and the Heirs Male of their respective Bodies issuing, and the First and all and every other the Son and Sons of the said *Charles Henry Mills*, and the Heirs Male

Male of their respective Bodies issuing, and the Second and all and every other the Son and Sons of the said *Charles Mills* the Son, and the Heirs Male of their respective Bodies issuing, and the First and all and every other the Son and Sons of the said *Francis Mills* the Son, and the Heirs Male of their respective Bodies issuing, and the First and all and every other the Son and Sons of the said *Edward Wheler Mills*, and the Heirs Male of their respective Bodies issuing, and the said *Francis Mills* (the First and only Son of the said *Henry Mills*) and the Heirs Male of his Body issuing, and the Second and all and every other the Son and Sons of the said *Henry Mills*, and the Heirs Male of their respective Bodies issuing, and the said *Francis Arthur Mordaunt Mills*, and the Heirs Male of his Body issuing, and the Second and all and every other the Son and Sons of the said *Arthur Mills*, and the Heirs Male of their respective Bodies issuing, and the said *John Mills* the elder as right Heir (at the Time of the Death of the said *Jane Mills* the Testatrix) of the said *William Mills* the Testator, late of *Bisterne* aforesaid, deceased, and the Heirs and Assigns of the same *John Mills* the elder, and other the right Heir or right Heirs for the Time being of the said *William Mills* late of *Bisterne*, deceased, and the said *George Carr Glynn* and *Richard Baker Wingfield*, their Heirs, Executors, Administrators, and Assigns, and other than and except all and every other Persons and Person already born or hereafter to be born to whom any Estate, Right, Title, or Interest, at Law or in Equity, whether vested or contingent, present or future, and whether in possession, reversion, remainder, expectancy, contingency, or otherwise, of, in, to, out of, or upon the Hereditaments and Premises mentioned and comprised in the Second Schedule to this Act, or any Part thereof, is devised, given, or limited, or hath descended or devolved, or may descend or devolve, under or by virtue or means, either originally or derivately, mediately or immediately, of the Will of the said *Jane Mills* deceased, and the Heirs Male of their respective Bodies, and their respective Heirs, Executors, and Administrators,) all such Estate, Right, Title, Interest, Claim, and Demand of, in, to, and out of the Lands and other Hereditaments mentioned and comprised in the Second Schedule to this Act annexed, as they, every or any of them, respectively had before the passing of this Act, or would or might have held or enjoyed of, in, and out of the same Hereditaments and Premises in case this Act had not been passed.

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

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

SCHE-

SCHEDULES.

The FIRST SCHEDULE referred to by the foregoing Act.

		A.	R.	P.	
Site of Mansion, with the Pleasure Grounds -		2	1	11	
Rook Cliff - - -	Meadow or Pasture	9	0	2	
Rickyard and Farm Buildings, and Plantation -		0	3	11	
Ponds and Pleasure Grounds adjoining Rook Cliff -	Water and Plantation	3	2	16	
The Terrace - - - -	Pasture	14	1	12	
Plantation, East Side of Terrace -	Plantation	1	2	32	
Ditto, and Osier Bed, West Side of ditto -	Ditto, &c.	5	1	11	
					37 0 15

J. Mathews.

The SECOND SCHEDULE referred to by the foregoing Act.

		A.	R.	P.	
Piece, South-west of Rook Cliff -	Meadow or Pasture	3	1	7	
Plantation, East and West Sides -	Plantation	0	3	1	
Cottage, Stables, and Kitchen Garden -	-	1	0	10	
Cottage, Garden, Ponds, Stews, &c. -	-	2	2	12	
					7 2 30

J. Mathews.

The THIRD SCHEDULE referred to by the foregoing Act.

		A.	R.	P.	
Alderham Cottage, Barn, Buildings, and Yard -		1	0	23	
Lesser Hadings - - - -	Pasture	2	0	3	
Greater Hadings - - - -	Arable	12	0	18	
Park-corner - - - -	Arable	9	1	3	
The Square Sheep Pen and Stanbrook Hill (including Plantation) - -	Arable and Pasture	18	1	21	
					42 3 28
					87 2 33

J. Mathews.

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