

# Abstract *of the* Title

- of -

THE RIGHT HONOURABLE WALTER BULKELEY VISCOUNT BARRINGTON  
to freehold hereditaments situate at *Shrewsbury*  
in the County of Berks.

ne 6th. BY INDENTURE of this date made between The Right Honourable George William Lord Viscount Barrington of the first part the Honourable Percy Barrington of Westbury Manor in the County of Buckingham of the second part Walter Bulkeley Barrington of Westbury Manor aforesaid (the eldest son and heir apparent of the said Percy Barrington) of the third part and Alfred Sartoris of Abbots Wood near Stow in the Wold in the County of Gloucester Esquire and Abraham John Roberts of 29, Hill Street Berkeley Square Middlesex Esquire of the fourth part

AFTER RECITING that by an Indenture dated 21st April 1823 and made between the Right Honourable George (Third) Viscount Barrington of first part the Honourable William Keppel Barrington afterwards Viscount Barrington of second part the Right Honourable Thomas Henry Baron Ravensworth and the Right Honourable Maris Susanna Baroness Ravensworth his wife and the Honourable Jane Elizabeth Liddell (afterwards Viscountess and then Dowager) Viscountess Barrington of third part the Right Honourable James Thomas then Viscount Stopford (afterwards Earl of Courtoun) and Henry George Liddell of fourth part and The Honourable Hy. Thos. Liddell and Robert Price Esq. of 5th part (being a Settlement on the marriage between said Wm. K. Visct. Barrington and Jane E. Liddell) the Hundred Manors and other freehold hereditaments in the County of Berks therein described were appointed and assured (after said marriage) to the use of said H. T. Liddell and R. Price their exors admors and assigns for the term of 2,000 years from the day of said marriage upon trusts declared for securing to said J. E. Viscts. Barrington certain annual sums by way of pin money and other annual sums therein mentioned and for raising portions for daughters and for younger sons of said marriage the money therein mentioned i. e., £20,000 if but one £30,000 if two and £40,000 if three or more And after the determination of said term and subject thereto to the uses therein limited during the life of said Ge. Visct. Barrington during his life with remainder To the use of said Earl of Courtoun and H. G. Liddell during the life of said W. K. Viscount Barrington with remainder To the use to secure to said J. E. Viscountess Barrington in case she should survive said George Viscount Barrington and W. J. Viscount Barrington the yearly rent charge of £1,500 with usual powers and subject thereto and to said term To the use of the first son of said W. K. Viscount Barrington and said J. E. Viscountess Barrington in tail male with remainders over

AND RECITING a mortgage for £10,000 (See Supplemental Abstract)

AND RECITING the death of Geo. Viscount Barrington on 5th March 1829

AND RECITING that said W. K. Viscount Barrington had issue by said J. E. Viscountess Barrington 4 sons viz; - said Geo. William Viscount Barrington said Percy Barrington the Honourable William Augustus Curzon Barrington and the Honourable Bernard Eric Edward Barrington and five daughters Charlotte Maria afterwards Countess of Strathmore Mary Frances afterwards the wife of said Alfred Sartoris Caroline Susan afterwards Countess of Normanton Augusta Ann then the wife of the Bishop of Lichfield and Adelaide afterwards the wife of Charles Balfour

AND RECITING that by an Indenture dated 17th June 1842 and made between said W. K. Viscount Barrington of first part said H. T. Liddell and R. Price (then Sir R. Price Bart) of the second part and the Honourable Augustus Barrington of third part said W. K. Viscount Barrington signified his consent to said H. T. Liddell and R. Price raising by way of Mortgage the sum of £500 to be applied for the benefit of advancement of said P. Barrington and in part of his presumptive share under the trusts of said term of 4,000 years and by same Indenture in consideration of £500 to be so applied and the further sum of £33. 2. 0. for costs to said H. T. Liddell and R. Price paid by said Augustus Barrington said H. T. Liddell and R. Price with consent of said W. K. Viscount Barrington assigned and transferred and said W. K. Viscount Barrington ratified and confirmed unto said A. Barrington his exors &c one undivided tenth part of the Hundred Manors and hereditaments comprised in said term of 2,000 years To HOLD same unto said A. Barrington his exors &c for all the residue unexpired of sd term of 2,000 years subject to redemption on payment of £533. 2. 0. and interest.

AND RECITING that by an Indenture dated 7th August 1844 (endorsed) and made between the same parties as last before recited Indenture said W. K. Viscount Barrington consented to raising a further sum of £700 to



be applied towards the advancement of said P. Barrington and the said one tenth assigned by lastly before Indenture was charged with the payment of £721. 14. 0. (including costs) in addition to said £533. 2. 0.

AND RECITING that by an Indenture dated 22nd January 1846 and made between said W. K. Viscount Barrington of first part said G. W. Viscount Barrington of second part and John Burley of 3rd part and enrolled on 23rd January 1846 said W. K. Viscount Barrington and said G. W. Viscount Barrington with consent of said W. K. Viscount Barrington as protector of the Settlement of 21st April 1823 granted released and confirmed unto said J. Burley and his heirs All the Hundred Manors and other hereditaments comprised in said Indenture of 21st April 1823 that had not been sold And also all hereditaments that had been purchased with moneys arising from sales and all other &c To hold same unto said John Burley and his heirs for ever freed and discharged from the Estate in tail male of said G. W. Viscount Barrington and all estates &c nevertheless to such uses as said W. K. Viscount Barrington and G. W. Viscount Barrington by any deed or deeds should direct or appoint

AND RECITING that by an Indenture dated 29th January 1846 and made between said W. K. Viscount Barrington and G. W. Viscount Barrington of first part said Earl Courtoun and Hy. Geo. Liddell of second part the Right Hon: Chas. Philip Earl of Hardwick and the Hon: Adolphus Fredk. Octavius Liddell of third part said Earl of Courtoun and Hy. Geo. Liddell H. T. Liddell and R. Price of fourth part the Hundred Manors and hereditaments comprised in said Indre of 22nd Jany 1846 and also the hereditaments situate in the County of Durham therein referred to were appointed and assured to the uses therein mentd during the life of said W. K. Viscount Barrington with remainder to the use of said G. W. Viscount Barrington and his assigns during his life with remainder To the use of said Earl of Courtoun and H. G. Liddell and their heirs during the life of said G. W. Viscount Barrington by Isabella Elizabeth Viscountess Barrington his wife (then I. E. Morritt) successively in tail male with remainder To such uses as said W. K. Viscount Barrington and said G. W. Viscount Barrington should by Deed direct or appt And in default of such direction or appointment To the use of the first and every other son of said G. W. Viscount Barrington by any person he should marry successively in tail male with remainder To the use of said Percy Barrington during his life with remainder to the use of said Trustees during the life of said P. Barrington with remainder To the use of the first and every other son of P. Barrington successively in tail male with divers remainders over And in said Indenture powers enabling each of said G. W. Viscount Barrington and P. Barrington to appoint to or in favour of any and every woman whom he should marry (including as to said G. W. Viscount Barrington said Isabella Elizabeth Viscountess Barrington) a yearly rent charge not exceeding £1,000 during the life of said Jane Elizabeth Viscountess Barrington and not exceeding in the whole as to said G. W. Viscount Barrington the sum of £1,500 after the decease of said Jane E. Viscountess Barrington and not exceeding as to every other donee of said power the sum of £1,200 to be charged on said hereditaments and to limit said hereditaments to Trustees for any term of years to secure same subject to a proviso that said hereditaments should not be subject to more than the annual sum of £2,500 And also a power for each of said G. W. Viscount Barrington and P. Barrington to charge such portion for younger children not exceeding as regarded G. W. Viscount Barrington £30,000 for 3 children and £40,000 for 4 or more and as regarded any other donee of the power not exceeding the sum therein mentioned And the Indenture now in recital contained a power for the Earl of Courtoun and H. G. Liddell and the survivor &c. with the consent of the adult tenant for life in possession to sell or exchange all of any part of the hereditaments thereby granted or to enfranchise copyholds within any of the Manors thereby settled with a declaration that the proceeds of sale or enfranchisement should be applied in or towards discharging incumbrances or in the purchase of other hereditaments to be settled to the then subsisting uses declared of the hereditaments sold And the Indre in recital conferred a power to the Earl of Courtoun and H. G. Liddell and the survivors &c. at the request of said W. K. Viscount Barrington and G. W. Viscount Barrington and of the survivor to raise not exceeding £25,000 on security of the hereditaments in County of Berks thereby settled or any of them by way of Mortgage the same to be applied in the purchase of hereditaments in Berks or any County adjacent thereto to be settled to the uses of the Indre in recital concerning the hereditaments in Berks thereby settled And by the Indre in recital all the coal mines demised by Indres of 22nd March 1822 and 24th June 1840 and all quarries of limestone &c demised by an Indre of 3rd February 1841 were assigned to the Earl of Courtoun and H. G. Liddell Upon trust that the Trustees or Trustee for the time being should out of the rents and profits thereof pay and perform the rents and covenants reserved and contained in the Leases and to raise money for payment of fines etc, on renewals And said Indre contained a power to surrender Leases and take new Leases and in the meantime to hold said leaseholds upon trusts &c as nearly as possible corresponding to the uses declared of the freehold hereditaments in the County of Durham and it was declared that said Earl of Courtoun and R. Price H. T. Liddell and H. G. Liddell their Executors Etc should stand possessed of the premises demised by an Indre of 6th April 1839 (being an Estate at Stainswick in the County of Berks held under Magdalen College Oxford and thereafter referred to as the Stainswick Leasehold Estate) Upon Trust that the Trustees for the time being should out of the rents and profits thereof pay the rents and perform the covenants &c raise money for payment of fines &c on renewals and surrender lease and renew same the leaseholds to follow the uses and trusts of freeholds in the County of Berks as nearly as possible

AND RECITING that by an Indenture of 18th February 1846 and made between sd W. K. Viscount Barrington of first part said G. W. Viscount Barrington of second part said Isabella Elizabeth Viscountess Barrington then I. E. Morritt Spinster of third part the Honourable Wm. Ashley and Evan Baillie of fourth part Viscount Curson and Matthew James Higgins of fifth part and Lord Arthur Edwin Hill and Berdmore Compton of sixth part said



G. W. Viscount Barrington in exercise of the power given to him by said Indenture of 29th January 1846 appointed to and to the use of said I. E. Viscountess Barrington during the joint lives of herself and said Jane E. Viscountess Barrington in case both should survive said W. K. Viscount Barrington and G. W. Viscount Barrington a yearly rent charge of £1,000 payable out of all the hereditaments comprised in said Indre And the said G. W. Viscount Barrington further appointed to the use of said Isabella E. Viscountess Barrington for her life in case she should survive said W. K. Viscount Barrington and G. W. Viscount Barrington a yearly rent charge of £1,500 payable out of said freehold hereditaments and limited to said Viscount Curzon and W. J. Higgins their exors &c All said hereditaments charged with said rent charge for a term of 100 years for further securing same And it was by said Indre provided that if Mary St. John Mildmay therein mentioned should die before or after said rent charge of £1,500 should be payable and said Isabella E. Viscountess Barrington should under the Settlement to be made of her estates pursuant to a covenant in an Indenture of even date become entitled to the Estate to Killington in the County of York therein mentioned for an estate in tail in possession and if said Estate should not have become chargeable under such Settlement with a greater sum than £15,000 for portions than said rent charge should be reduced to £1,000 And it was also provided that if said M. St. John Mildmay should die before or after said rent charge of £1,000 or £1,500 should be payable and said I. E. Viscountess Barrington should become entitled to the Killington Estate for an estate in tail in possession and said Estate should not be chargeable with portion then said rent charge should be reduced to £500 And it was also provided that if said I. E. Viscountess Barrington should become entitled to the Rokely Estate said rent charges should cease to be payable And by said Indre said G. W. Viscount Barrington charged the freehold hereditaments comprised therein with payment of £30,000 for the portions of his younger children if there should be 3 or £40,000 if 4 or more with interest at 4 % And limited and appointed to said Lord Arthur Edwin Hill and Berdmore Compton their exors &c All the hereditaments charged with portions for a term of 1,000 years upon trust for raising same

AND RECITING that by an Indenture of 18th Feb. 1846 made between said G. W. Viscount Barrington of first part said Isabella E. Viscountess Barrington of second part said Wm. Ashley and Evan Baillie of third part said Evan Baillie and The Hon: Richard Wm. Penn Curzon of fourth part said Viscount Curzon and M. Higgins of 5th part and said Arthur Edwin Hill and B. Compton of 6th part and an Indre of 6th Nov. 1847 endorsed thereon and made between G. W. Viscount Barrington and Jane Elizabeth his wife of first part John Burley of second part and said Evan Baillie and R. W. Penn Curzon of 3rd part certain Estates at Killington in the County of York were settled to uses thereafter declared including a limitation to the use of Trustees for a term of 600 years of the intent that of there should be no issue male of said G. W. Viscount Barrington by said I. E. Viscountess Barrington or a failure thereof said term might be a protection and indemnity to all the family Estates of said W. K. Viscount Barrington and G. W. Viscount Barrington charged by the firstly recited Indenture of 18th February 1846 from 3/4ths of the sums annual or gross raisable for the portions under the charge made by same Indre and the trusts of the term of 1,000 years

AND RECITING that by a Deed Poll of 29th April 1850 said W. K. Viscount Barrington appointed £4,000 part of the sum raisable under said term of 2,000 years unto his daughter Charlotte Maria

AND RECITING that by an Indre of 29th April 1850 and made between Charlotte M. Countess of Strathmore then Charlotte Maria Barrington of first part said Thos. Geo. Earl of Strathmore of second part said G. W. Viscount Barrington the Hon: Adolphus Fredk. Octavius Liddell The Hon: Claude Bowes Lyon and the Hon: Robert Grimston of 3rd part said C. M. Countess of Strathmore in conson of her then intended marriage assigned said £4,000 to said G. W. Viscount Barrington A. F. O. Liddell C. B. Lyon R. Grimston their exors &c Upon trusts therein declared

AND RECITING that by a Deed Poll of 25th Feb. 1853 said W. K. Viscount Barrington appointed £18,800 further part of said £40,000 for portions of younger children of said W. K. Viscount Barrington unto said Percy Barrington £5407. 12. 8. further part to said C. M. Countess of Strathmore and £10,000 further part to said Mary Frances Balfour

AND RECITING that by a Deed Poll of 26th Feb. 1853 under the hands and seals of said Augustus Barrington Geo. W. Viscount Barrington A. F. O. Liddell C. B. Lyon R. Grimston T. G. Earl of Strathmore and Charlotte Maria his wife Percy Barrington C. M. Countess of Strathmore Mary F. Sartoris (then Barrington) W. K. Viscount Barrington and G. W. Viscount Barrington after reciting that by the Will of Shute late Bishop of Durham dated 10th December 1825 and proved in the Prerogative Court of Canterbury on 12th April 1826 a fund was provided to be applied towards exoneration of the hereditaments comprised in said term of 2,000 years from the money which should become payable for portions under the trusts of said terms and that out of said fund said A. Barrington was repaid said sums of £500 and £700 and that said George W. Viscount Barrington A. F. O. Liddell C. B. Lyon and R. Grimston with the approbation of said Earl of Strathmore and C. M. Countess of Strathmore were paid said £4,000 that P. Barrington was paid said £18,800 and that said C. M. Countess of Strathmore was paid said £5,407. 12. 8. and said M. F. Barrington was paid said £10,000 and that said A. Barrington had been paid from another source and also in exoneration of said hereditaments the sums of £33. 2. 0. and £21. 14. 0. costs incurred in raising said £500 and £700 It was witnessed that said A. Barrington by direction of said W. K. Viscount Barrington and with the approbation of the other parties thereto assigned and transferred unto said H. T. Liddell and R. Price their exors &c the 1/10th part of hereditaments assigned to him by said Indre of 17th June 1842 for the residue of said term of 2,000 years To hold upon the trusts of the said Indenture of 21st April 1823 declared concerning same And it was also witnessed that all said



parties except A. Barrington and W. K. Viscount Barrington released said H. T. Liddell and R. Price from said appointed sums

AND RECITING that by Deed Poll of 6th June 1861 said W. K. Viscount Barrington appointed the sum of £592.7.4. remaining charged on the hereditis comprised in said term of 2,000 years in manner following One shilling to said Caroline S. A. Countess of Normanton One shilling to said Augustus A. Madagen One shilling to said Adelaide Balfour the sum of £296. 2. 2. to said W. A. C. Barrington and the sum of £296. 2. 2. to said Bernard Eric Edward Barrington

AND RECITING that by an Indre of 22nd Feb. 1879 and made between said B. E. E. Barrington of first part Christina Graham of second part and Henry John Lowndes Graham the Right Honourable Josslyn Pennington Baron Muncester and Le Marchant Hadsley Gosselin of third part the £296. 2. 2. appointed to said B. E. E. Barrington was assigned to said H. J. L. Graham Baron Muncester and L. M. H. Gosselin their exors &c Upon the trusts therein declared

AND RECITING that by an Indre of 3rd May 1860 made between said W. K. Viscount Barrington and G. W. Viscount Barrington of first part said H. G. Liddell of second part and Thomas Price of third part said T. Price was appointed a Trustee of said Indenture of 29th Jan. 1846 in the place of said Earl of Courtoun who had died

AND RECITING a Mortgage dated 25th Feb. 1864 to Sir Edmund Antrobus and Chas. Mc Garel for £25,000 and intt upon part of the hereditis in the County of Berks settled by said Indre of 29th Jan. 1846

AND RECITING the death of W. K. Viscount Barrington on 9th Feb. 1867 and of Henry George Liddell on 9th March 1872

AND RECITING that several sales and enfranchisements had been made in pursuance of the powers contained in sd Indre of 29th Jan. 1846 and that the moneys arising therefrom and also said £25,000 together with £297.6.4. provided by said W. K. Viscount Barrington and a sum of £247. 3. 3. advanced by said Jane E. Viscountess Barrington were applied in the purchase of freehold and leasehold hereditis and in payment of the expenses attending the purchase or otherwise in or about the execution of the trusts of sd Indre and £297. 6. 4. was due to sd Jane E. Viscountess Barrington as personal representative of said W. K. Viscount Barrington and £247. 3. 3. in her own right

AND RECITING that the hereditis sold and some hereditis given in exchange are described in the First Schedule to abtsg Indre and the hereditis purchased with some hereditis received in exchange are described in the First and Second Parts of the Second Schedule

AND RECITING the surrender of the existing leases of 22nd March 1822 and 24th June 1840 and that by Indre of 1st Sept. 1874 made between the Ecclesiastical Commrs for England of the one part and said G. W. Viscount Barrington of the other part in conson of £4,000 paid by said G. W. Viscount Barrington the mines and minerals comprised in the surrendered leases were demised to said G. W. Viscount Barrington his exors &c for 29 years from 15th Sept. 1862 at the rents and subject to the covenants and condons therein reserved and contd

AND RECITING that sd £4,000 had been in fact paid by instalments as to £1,660 which became due in the lifetime of said W. K. Viscount Barrington and was paid after his decease by said J. E. Viscountess Barrington as his legal personal representative and as to £2340 by said G. W. Viscount Barrington since the decease of said late Viscount and said Jane E. Viscountess Barrington as the legal personal representative of said late Viscount and said G.W. Viscount Barrington were respectively entitled in equity to a lien or charge on the settled hereditis for said sums of moneys so paid

AND RECITING that said lease of quarries dated 8th Feb. 1841 was not renewed

AND RECITING that fines for the renewal of the lease of the Stainswick Leasehold Este had been from time to time pd but not actual lease had been granted and said G. W. Viscount Barrington on behalf of the surviving trustees of said Settlement was presumed to be entitled to a lease for 21 years from 10th Oct. 1867 and to a lease of a messuage and premises and other hereditis situate in the Parish and Village of Shrivenham for 21 years from 10th October 1866

AND RECITING that sd fines amounting to £1152. 16. 0. were advanced by said Jane E. Viscountess Barrington and she was entitled to a lien or charge on the Settled Estates in respect thereof

AND RECITING that said G. W. Viscount Barrington had issue by said Isabella E. Viscountess Barrington 3 daughters only viz: Constance Mary then the Wife of Lawrence Hesketh Palk Esq. Evelyn Laura Countess of Craven and Florence Barrington

AND RECITING that by a Deed Poll of 15th Jan. 1867 said G. W. Viscount Barrington in exercise of the powers under sd Indre of 29th Jan. 1846 and 18th Feb. 1846 or one of them appointed £10,000 part of the sum ultimately raiseable for portions unto sd E. L. Countess of Craven and that by an Indre of 16th Jan. 1867



made between the Right Hon: George Grimston Earl of Craven of first part G. W. Viscount Barrington of second part said E. L. Countess of Craven (then E. L. Barrington) of third part and said A. Sartoris and Henry George Clacroft of the fourth part said £10,000 was assigned to said A. Sartoris and H. G. Clacroft their exors &c upon the trusts therein declared

AND RECITING a similar Appointment dated 28th Sept. 1868 of £10,000 in favour of said C. M. Palk and the assignment thereof to W. A. C. Barrington and A. Sartoris by an Indre of 29th Sept. 1868 made between said C. M. Palk (then C. M. Barrington) of first part Lawrence Hesketh Palk of second part and said W.A.C. Barrington and A. Sartoris of third part upon trusts therein declared

AND RECITING that said P. Barrington in 1845 intermarried with Louisa Higgins and had issue one son the said Walter B. Barrington who attained 21 on 20th April 1869

AND RECITING that by an Indre of 9th June 1877 enrolled as a Disentailing Assurance and made between said P. Barrington of first part said W. B. Barrington of second part said G. W. Viscount Barrington of third part and Wm. Thos. Carlisle of fourth part said P. Barrington and W. B. Barrington with the consent of said G. W. Viscount Barrington as protector of the Settlement granted and assigned unto said W. T. Carlisle and his heirs All such of the hereditis comprised in sd Indre of 29th Jan. 1846 as had not been sold and all other &c To hold same freed from the Estate in tail male of sd W. B. Barrington and from all reversion &c but subject to all uses and charges prior to the Estate for life of said P. Barrington and to all subsisting Leases unto said W. T. Carlisle and his heirs To such uses as sd.G.W.Vis.Barrington P.Barrington & W.B.Barrington or the two survivors in case of the death of one of them within 3 years should by Deed appoint And by said Indre said P. Barrington and W. B. Barrington according to the estates and interests assigned to said W. T. Carlisle his exors &c All the mines and minerals demised by said Lease of 1st September 1874 (in the Indre in recital by mistake referred to as 15th Sept. 1862) And all hereditis at the date of said Indre of 29th Jan. 1846 held under said Lease of 6th April 1839 And also all the hereditis described in the second part of the Second Schedule to abstracting Indre and all other &c To hold same subject to all subsisting trusts and charges to take effect prior to the estate of said P. Barrington unto said W. T. Carlisle his exors &c upon trusts &c similar to the uses declared of the freehold hereditis

AND RECITING that the annual and gross sums of money then charged on the hereditis comprised in said Indre of 9th June 1877 or on parts thereof are set forth in the Third Schedule to abstracting Indre

AND RECITING that by an Indre of 7th Feb. 1868 made between Wm. Carnfield and John Wilson of first part Jane Louisa Carnfield Wm. Carnfield Charles Carnfield George Carnfield James Butcher and Elizabeth his wife Fanny Carnfield and Julia Harriet Carnfield of 2nd part & sd G.W. Viscount Barrington of third part the hereditis described in the first part of the Fourth Schedule were conveyed to said G. W. Viscount Barrington his heirs and assigns

AND RECITING an Indre of 18th Feb. 1868 being a Mortgage of said last mentioned hereditaments to the said Augusta Anne MacLagan (then A. H. Barrington) for £1,500 and interest at 5 per cent and an Assignment of the Mortgage by Indre of 11th Nov. 1878 (endorsed) to said B. E. E. Barrington A. Sartoris and David MacLagan Upon trusts thereby declared

AND RECITING an Indre of 30th May 1879 being an appt of said A. Sartoris as Trustee of said Indre of 29th Jan. 1846 in the place of said H. G. Liddell and whereby the freehold and leasehold hereditis subject to the trusts of said Indre (except the Stainswick Leasehold Estate) were conveyed and assigned to said T. Price and A Sartoris upon the subsisting trusts &c declared by same Indre

AND RECITING agreement for Settlement of the hereditis comprised in sd Indre of 9th June 1877 subject to the life estate of G. W. Viscount Barrington and to the Estate in tail male limited to his sons and to the incumbrances mentd in the 3rd Schedule to abstg Indre but freed from the powers of jointturing and charging portions limited to said P. Barrington by said Indre of 29th Jan. 1846 which had not been exercised

AND RECITING agreement that the hereditis comprised in the Fourth Schedule should be added to the Settled Estates

AND RECITING that the terrier comprising the 5th Schedule should not narrow or qualify the general description contd in abstg Indre

AND RECITING arrangement as to the £2,348 paid by said G. W. Viscount Barrington on renewal of the Mining Lease

AND RECITING agreement that said P. Barrington should covenant to secure the payment to said W.B. Barrington and to Mary Isabella his Wife of the annual therein mentioned



IT WAS WITNESSED as follows :- 1. In pursuance of said agreement and in consideration of the premises said George Wm. Viscount Barrington, Percy Barrington and Walter Bulkeley Barrington in exercise of the power for that purpose given to them by the thereinbefore recited Indenture of the 9th June 1877 and of all other powers &c. appointed that

ALL AND SINGULAR the Hundred Manors messuages farms lands tenements and other hereditaments being freehold comprised in and assured by the said Indenture of 9th June 1877 Together with all and singular courts leet courts baron view of frankpledge reliefs heriots estrays chief rents quit rents charge rents seek rents of assize fee farm rents services royalties jurisdictions and enfranchises houses buildings ways waters water-courses trees woods underwoodshedges ditches fences commons rights profits privileges easements advantages emoluments hereditaments and appurtenances to the said hereditaments belonging or appertaining should (subject to the life estate of said George Wm. Viscount Barrington under said Indenture of 29th January 1846 and to the estate in tail male by same Indenture limited to his sons (if any) and subject also as to the hereditaments affected thereby respectively to the incumbrances mentioned in the Third Schedule thereunder written and also subject to any then subsisting Lessee go remain and be

TO THE USES upon the trusts and with and subject to the powers and provisions thereafter declared concerning same

2. In further pursuance of said agreement and in consideration of the premises said Percy Barrington and Walter Bulkeley Barrington as to their respective estates and interests thereby granted unto said Alfred Sartoris and Abraham John Roberts and their heirs

ALL AND SINGULAR the Hundred Manors and other hereditaments with their appurtenances thereinbefore appointed And all the estates &c.

TO HOLD said hereditaments and premises (subject as aforesaid but freed and discharged from the powers of jointuring or charging with portions given and limited to said Percy Barrington by said Indenture of 29th January 1846) unto said Alfred Sartoris and Abraham J. Roberts and their heirs

TO THE USES upon the trusts and with and subject to the powers &c. thereafter declared and contained of and concerning same

3. The said hereditaments and premises should go remain and be

TO THE USES following (namely)

SUBJECT to an annuity therein mentioned to Walter Bulkeley Barrington during the joint lives of himself and the Honourable Percy Barrington

TO THE USE of said Alfred Sartoris and A.J. Roberts their executors administrators and assigns for a term of 150 years to be computed from the decease of said George William Viscount Barrington Upon trust for securing payment of said annuity and after the determination of said term

TO THE USE of said Percy Barrington and his assigns for his life Remainder

TO THE USE of said Walter B. Barrington for his life and after the death of said W.B. Barrington

TO THE USE that said M.I. Barrington should if she survived said G.W. Viscount Barrington P. Barrington W.B. Barrington and there should be a failure of issue of said G.W. Viscount Barrington receive the annuity therein mentioned with usual powers and a term of 200 years for securing the same And after the determination of the said term of 200 years and subject thereto

TO THE USE of Wm. Reginald Shute Barrington the eldest son of said Walter B. Barrington and his assigns for his life without impeachment for waste  
remainder

TO THE USE of the first and every other son of the said William Reginald Shute Barrington successively in tail male  
remainder

TO THE USE of Walter Bernard Louis Barrington the second son of said Walter Bulkeley Barrington and his assigns for his life without impeachment for waste  
remainder

TO THE USE of the first and every other son of said Walter B. Louis Barrington successively in tail male  
remainder

TO THE USE of Rupert Edward Selborne Barrington the 3rd son of said W.B. Barrington and his assigns for his life without impeachment for waste  
remainder



TO THE USE of the first and every other son of said R.E.S. Barrington successively in tail  
remainder  
male

TO THE USE of every other son of said W.B. Barrington other than those named successively in  
tail male

With divers remainders over

4. AGREEMENT AND DECLARATION as to gradual liquidation by one equal 25th part annually of said £2,340 paid by said George William Viscount Barrington to the Ecclesiastical Commissioners and that if said George Wm. Viscount Barrington should die before the merger thereof without leaving issue male (which happened) his executors or administrators should be entitled to a charge on the said hereditaments for so much of said £2,340 as should then remain unmerged and extinguished with interest thereon at the rate of £4 per cent per annum

5. DECLARATION of trusts of the term of 150 years to secure the annuity of £800 to said Walter Bulkeley Barrington during the joint lives of himself and said Percy Barrington and to raise by Mortgage the amount of any unmerged instalments of said sum of £2,340

6. TRUSTS of 200 years term for securing rent charge to Mary I. Barrington which failed

7. POWER to P. Barrington to charge jointure for an after taken wife

8. SAME jointure to have priority to that of M.I. Barrington

9. POWER to said Walter Bulkeley Barrington if he should survive said Mary Isabella Barrington and marry again either before or after such future marriage to appoint to any such future Wife for her life or any less period a jointure not exceeding £1,200 per annum

10. & 11. POWER to all tenants for life other than P. Barrington and W.B. Barrington to appoint jointures not exceeding £1,200 per annum such jointures not to take effect until the persons charging them should come into possession

12. JOINTURES not to exceed £2,500 per annum while Rent Charges to Jane E. Viscountess Barrington and Isabella E. Viscountess Barrington were payable

13. JOINTURES never to exceed £2,500 and if necessary to abate in order of priority

14. POWER to P. Barrington to charge portion for children of future marriage

15. POWER to said Walter Bulkeley Barrington if he should survive said Mary Isabella Barrington and marry again to charge the settled hereditaments with portions for the children of any such future wife as therein mentioned

16. & 17. POWERS for all tenants for life except said P. Barrington and W.B. Barrington to charge portions such portions not to take effect until the tenants for life come into possession and not to exceed £25,000 as therein mentioned.

18. CHARGES for portions on said hereditaments not to exceed £40,000 in all

19. POWER to the Trustees during the minorities of tenants for life to manage the Estates and accumulate income

20. 21. 22. POWER for tenants for life to lease Ordinary Leases for 21 years building leases for 99 years Mining Leases for 63 years

23. POWER to tenants for life to grant Leases for railways or tramroads for ordinary purposes

24. VALUE of Leases interest under a surrendered Lease to be taken into account on fixing terms of new Lease

25. TRUSTEES POWERS of sale and exchange enfranchisement and partition at request in writing of any tenant for life and during minority of any other tenant in tail male by purchase who if of full age would be entitled to possession with consent of his guardians.

26. TRUSTS of monies received from sales

27. POWER to sell by public auction or private contract

28. MINERALS may be reserved on sale exchange or enfranchisement with powers to work

29. DIRECTIONS as to interim investment

38. COVENANTS by said Percy Barrington and Walter Bulkeley Barrington for title

39. RELEASE by said George William Viscount Barrington of all the hereditaments thereinbefore appointed granted and assigned and in particular the hereditaments comprised in any lease or leases which had from time to time been renewed



of and from all claims &c. on account of any money paid or expended by him in the way of fines or expenses or otherwise for the renewal of any such lease or leases as aforesaid except such sum as should become payable on his death to his executors or administrators in respect of said £2,340

40. In pursuance of said Agreement and in consideration of the premises said George Wm. Viscount Barrington granted unto said Alfred Sartoris and A.J. Roberts and their heirs

ALL AND SINGULAR the hereditaments described in the 1st part of the 4th Schedule thereunder written

TOGETHER with all buildings &c.

AND ALL the estate &c.

TO HOLD same (subject to said Mortgage of 18th February 1868 and the sum of £1500 thereby secured and all interest thenceforth to become due for same) unto said Alfred Sartoris and Abraham John Roberts and their heirs

TO THE USES upon the trusts and with and subject to the powers and provisions to upon with under and subject to which the freehold hereditaments thereinbefore appointed then stood limited and settled or after the execution of abstracting Indenture would stand limited and settled under or by virtue of said Indenture of 29th January 1846 and abstracting Indenture in like manner as if said hereditaments had been originally comprised in said Indenture of 29th January 1846 but so as not to increase or multiply charges or powers of charging and so also that the hereditaments thereby granted should not be subject to any of the incumbrances mentioned in the 3rd Schedule thereunder written.

46. PROVIDED that if the Trustees thereby constituted or any of them or any tree or trees as therein provided should die or go to reside abroad or desire to be discharged or refuse or become incapable to act then and in every such case it should be lawful for said G. W. Vis. Barrington Percy Barrington and W. B. Barrington during their joint lives and for the survivors and survivor of them during their or his lives or life and after the decease of the survivor of them for the surviving or continuing trustee or trustees for the time being (and for this purpose any refusing or retiring Trustee should if willing to act in the execution of that power be deemed a continuing Trustee) or for the acting executors or executor administrators or administrator of the last surviving or continuing Trustee by deed to appoint a new Trustee or new Trustees in the place of the Trustees or Trustee so dying or going to reside abroad or desiring to be discharged or refusing or becoming incapable to act as aforesaid And upon every such appointment the number of Trustees might be altered provided that they be not reduced below two And every Trustee so appointed as aforesaid might act and assist in the execution of the trusts and powers of abstracting Indenture as fully and effectually as if he had been thereby constituted a Trustee

THE FIRST SCHEDULE above referred to :-

PARTICULARS of the HEREDITAMENTS sold enfranchised or given in exchange under the powers of the Indenture of 29th January 1846.

THE SECOND SCHEDULE above referred to :-

PARTICULARS of HEREDITAMENTS purchased and taken in exchange under the powers of the said Indenture of 29th January 1846.

THE THIRD SCHEDULE above referred to :-

INCUMBRANCES AFFECTING THE SETTLED ESTATES or PARTS THEREOF.

1. The sum of £10,000 secured by the above mentioned Indentures of 18th and 19th April 1817 and then vested as to £5,300 in the Hon. W. A. C. Barrington and as to £4,700 to H.J.L. Graham and others.
2. The yearly rent charge of £1,500 payable to the Dowager Viscountess Barrington during her life for her jointure under the above recited Indenture of 21st April 1823.
3. The sum of £592. 7. 4. being the residue of £40,000 originally charged for the portions of Younger children of William Keppel late Viscount Barrington by same Indenture.
4. The yearly rent charge of £1,000 payable to the then Viscountess Barrington if she survived the then Viscount during her life for her jointure under the above recited Indenture of the 18th February 1846 and which jointure was raiseable to £1,500 a year on the death of the Dowager Viscountess and was liable to be diminished or cease in certain events as above appeared.
5. The sum of £30,000 raiseable for portions of the daughters of the then Viscount under the Indenture of 18th February 1846 and which sum was raiseable to £40,000 in the event of the Viscount having any other younger children. In the event of there being a failure of male issue of the then Viscount three fourth parts of the said £30,000 or £40,000 as the case might be would become payable out of the above mentioned estates at Killington in exoneration of the estates settled by abstracting Indenture.
6. The principal sum of £25,000 secured by the above recited Indenture of 25th February 1864.
7. The several sums of £297. 6. 4. and £1660 then owing to the Dowager Viscountess Barrington as the personal representative of Wm. Keppel late Viscount Barrington and the several sums of £1152. 16. 0 and £247. 3. 3. due to the said Dowager Viscountess in her own right.



THE FIFTH SCHEDULE

TERRIER OR PARTICULAR of the Settled Estates of Lord Viscount Barrington.

MANORS.

The Hundred Manor or Lordship of Shrinham alias Shrivenham Salop Stallpits and Cley Court in the County of Berks  
And the Manor or capital Messuage of Bewcott alias Beckett in the same County.

ESTATES in the COUNTY of BERKS.

N.B. The plan referred to in the following Terrier is a Map of the Tithings of Shrivenham and Beckett in the Parish of  
Shrivenham and of adjacent estates situate at Longcott Watchfield and Ashbury in the County of Berks in the year 1866.

No. on Plan.	Description	Cultivation	Quantities of Fields &c.			Total Acreage.	Tenants Names.	Remarks.
			A.	r.	p.			

Comprised (inter alia)

*In Shrivenham (Freehold)*

106 *Townsend Piece* *Arable.* 6. 2. 27

*Intend*



AND ALSO all property over which he had any general power of disposition  
TO HOLD unto and to the use of his said wife for her absolute use and benefit subject only to  
the payment of his debts funeral and testamentary expenses  
AND he appointed his said wife and his cousin Thomas Price Executrix and Executor

SIGNED by said Testator and attested.

1886 November 6th THE said G.W. Viscount Barrington died without male issue leaving the sum of £492. 7. 3. of the balance of the said  
sum of £2,340 unsatisfied

1887 February 10th PROBATE of the WILL of the said G.W. Viscount Barrington was granted to the said Isabella Elizabeth Viscountess  
Barrington and Thomas Price at the Principal Registry

1887 February 9th BY HER WILL the said I.E. Viscountess Barrington gave devised and bequeathed to her youngest daughter The Honourable  
Florence Barrington

ALL her property both real and personal

AND ALSO all property over which she had any general power of disposition

TO HOLD unto and to the use of her said daughter for her absolute use and benefit subject only  
to the payment of her debts funeral and testamentary expenses

AND she appointed her said daughter sole Executrix

SIGNED by said Testatrix and attested

1898 February 1st THE said Isabella Elizabeth Dowager Viscountess Barrington died

1898 February 28th THE WILL of said Isabella Elizabeth Viscountess Barrington was proved in the Principal Probate Registry by said Florence  
Barrington

1903 February 18th BY INDENTURE made between said Florence Barrington then of St. Mary's Home Wantage in the County of Berks Spinster of the  
one part said Walter Bulkeley Viscount Barrington of other part

2/6.  
SUPPLEMENTAL to abstracted Settlement of 6th June 1879

AFTER RECITING death of said G.W. Viscount Barrington without leaving any male issue and the effect of his  
Will

AND RECITING that at the death of said G.W. Viscount Barrington there remained owing to his estate under the  
charge created by the principal Indenture a sum of £492. 7. 3. part of the said sum of £2,340 charged by the  
same Indenture and no more

AND RECITING the Will of the said Isabella Elizabeth Viscountess Barrington her death and Probate of her Will

AND RECITING that said sum of £492. 7. 3. remained owing to said Florence Barrington on the security of said  
charge but all interest had been paid up to date of abstracting presents

AND RECITING that said W. B. Viscount Barrington was then tenant for life in possession (subject to certain  
mortgages and charges) of the settled hereditaments charged by the principal Indenture

AND RECITING Agreement for transfer of said Charge for £492. 7. 3. and the interest thenceforth to become  
due for same and the securities for same

IT IS WITNESSED that in consideration of £492. 7. 3. to said Florence Barrington paid by said W.B. Viscount Barrington  
(the receipt &c.) The said Florence Barrington as beneficial owner thereby assigned unto the said W.B. Viscount  
Barrington

ALL THAT the said principal sum of £492. 7. 3. so remaining owing to said Florence  
Barrington on the security of the charge created by the principal Indenture in  
favour of said G.W. Viscount Barrington as aforesaid and all interest thenceforth  
to become due for the same



AND the full benefit of the Charge created by the Principal Indenture and of all other powers &c.

TO HAVE RECEIVE and TAKE same unto said W.B. Viscount Barrington absolutely

TO THE INTENT that said principal sum and the interest thereon might continue a charge on the fee simple and inheritance of the settled hereditaments charged therewith by the principal Indenture for the benefit of said W. B. Viscount Barrington his executors administrators and assigns

EXECUTED by said Florence Barrington and attested.

1904 November 11th BY INDENTURE written below lastly before abstracted Indenture made between said W. B. Viscount Barrington of one part and said A. J. Roberts and Viscount Falmouth of the other part

AFTER RECITING that said £492. 7. 3. remained owing to said W.B. Viscount Barrington on the security mentioned in the above written Indenture but all interest had been paid and that said W.B. Viscount Barrington was desirous of transferring same unto said A.J. Roberts and Viscount Falmouth

IT WAS WITNESSED that said W.B. Viscount Barrington as Settlor thereby assigned and conveyed unto said A.J. Roberts and Viscount Falmouth said principal sum of £492. 7. 3. remaining owing on the security of said Charge mentioned in the above written Indenture and all interest thenceforth to become due for, same and the full benefit of above mentioned charge and of all other powers &c.

\*TO HAVE RECEIVE and TAKE same unto said A.J. Roberts and Viscount Falmouth their heirs executors administrators and assigns for their own use and benefit absolutely as joint tenants

EXECUTED by said W.B. Viscount Barrington and attested.

AS TO the CHARGE of £30,000 for PORTIONS of the YOUNGER CHILDREN of said G. W. Viscount BARRINGTON under the SETTLEMENT of 18th February 1846.

1903 February 18th BY INDENTURE of this date made between said Berdmore Compton therein described as of 55 Pont Street in the County of Middlesex Clerk in Holy Orders of first part said Alfred Sartoris of second part said Evelyn Laura Countess of Craven of third part and William Augustus Curzon Barrington and said Alfred Sartoris of fourth part The Honourable Florence Barrington then described as of St. Mary's Home Wantage in the County of Berks Spinster of fifth part said Walter Bulkeley Viscount Barrington of sixth part and said A. J. Roberts and The Right Honourable Evelyn Thomas Viscount Falmouth of seventh part

AFTER RECITING the Indenture of 18th February 1846 recited in the firstly abstracted Indenture and made between said William Keppel Viscount Barrington of first part said Geo. Wm. Viscount Barrington of second part said Isabella Elizabeth Viscountess Barrington of third part said William Ashby and Evan Baillie of fourth part The Honourable George Augustus Frederick Louis Curzon (commonly called Viscount Curzon) and Matthew James Higgins of fifth part and said Arthur Edwin Baron Trevor (then The Honourable Arthur Edwin Hill) and said Berdmore Compton of sixth part said George William Viscount Barrington by virtue of a power given to him by said Indenture of 29th January 1846 and in consideration of the marriage then intended and on 19th February 1846 duly solemnized between said George William Viscount Barrington and Isabella E. Viscountess Barrington charged the hereditaments comprised in said Indenture of 29th January 1846 (subject to the charges uses and estates in said Indenture of 29th January 1846 declared previous to the estate for life of said G.W. Viscount Barrington and to the powers relating thereto and subject as in abstracting Indenture is mentioned) with the payment if there should be 3 children and no more of said G. W. Viscount Barrington by said Isabella Elizabeth Viscountess Barrington (other than an eldest or only son entitled to said hereditaments as therein mentioned) of £30,000 for the portions of such 3 children with interest for same at 4% per annum to be computed from death of the survivor of said W. K. Viscount Barrington and G. W. Viscount Barrington said sum of £30,000 and the interest thereof to be paid to or shared between such children as said G.W. Viscount Barrington by deed or Will should from time to time direct or appoint And in default of and subject to any such appointment said £30,000 to be divided between such children in equal shares as tenants in common and to be paid to them as therein mentioned And that by the Indenture in recital it was provided and declared that no child or children who should take any part of the said £30,000 under any direction to be made by said G. W. Viscount Barrington should be entitled to any share of or in the unappointed part of said £30,000 without bringing the share appointed to him or her or his or her issue into hotchpot and accounting for same unless same G. W. Viscount Barrington should declare a contrary intention in writing And that by the Indenture in recital said G. W. Viscount Barrington in exercise of a power for that purpose given to him by



said Indenture of 29th January 1846 limited and appointed unto said Arthur Edwin Trevor and B. Compton their executors administrators and assigns all the hereditaments thereinbefore charged with such portions To hold same (subject as thereinbefore mentioned) for the term of 1000 years to commence from the solemnization of said marriage without impeachment of waste Upon trust by mortgage sale or other disposition of the hereditaments comprised in said term of 1,000 years to raise said £30,000 or so much thereof as should become payable with all such interest for the same as aforesaid and to pay or apply the same respectively to or for the benefit of the younger son or sons daughter or daughters or remoter issue of said G.W. Viscount Barrington by said Isabella E. Viscountess Barrington

AND RECITING said Mortgage for £10,000

AND RECITING the issue of said Marriage of said G. W. Viscount Barrington and I. E. Viscountess Barrington

AND RECITING the before recited appointment of £10,000 to said Countess of Craven and the Assignment thereof dated 16th January 1867 to said Alfred Sartoris and Henry G. Calcrafft

AND RECITING the death of said Henry George (then Sir H. G. ) Calcrafft on the 22nd January 1896 and of W. K. Viscount Barrington on 9th February 1867

AND RECITING before recited Appointment of £10,000 to Constance Mary Palk then Baroness Haldon and the Assignment thereof of 29th September 1868 to said W. A. C. Barrington and A. Sartoris

AND RECITING the death of said G. W. Viscount Barrington without having made any other appointment of any part of said £30,000

AND RECITING the said Florence Barrington under the provisions of said Indenture of 18th February 1846 became entitled to £10,000 the residue remaining unappointed of said £30,000

AND RECITING that said W.B. Viscount Barrington was then tenant for life in possession (subject to the charge created by said Indenture of 18th February 1846 and to certain other mortgages and charges) of the hereditaments comprised in the term of 1,000 years limited by said Indenture of 18th February 1846

AND RECITING Agreement for transfer of said three sums of £10,000 to said A. J. Roberts and E.E.T. Viscount Falmouth and for a Mortgage of the hereditaments comprised in said term of 1,000 years in manner thereafter appearing

AND RECITING that the Schedule to abstracting Indenture contained particulars of the hereditaments comprised in and then subject to the trusts of the term of 1,000 years limited by said Indenture of 18th February 1846 as aforesaid and the second part of said Schedule contained particulars of such said hereditaments as were comprised in and subject to the said Charge for £10,000

AND RECITING that all interest which had become payable in respect of said sums of £10,000 £10,000 and £10,000 had been duly paid or accounted for to the parties entitled thereto up to the date of abstracting Indenture as the parties thereto of the second third fourth and fifth parts thereby respectively admitted

AND RECITING at the said B. Compton as the surviving trustee of the term of 1,000 years limited by said Indenture of 18th February 1846 had at the request of said W. B. Viscount Barrington and by the direction of the parties thereto of the second third fourth and fifth parts agreed to execute such assignment to said A. J. Roberts and E. E. T. Viscount Falmouth of said term of 1,000 years as was thereafter contained

IT IS WITNESSED that in consideration of £30,000 paid by said A. J. Roberts and E. E. T. Viscount Falmouth out of moneys belonging to them on a joint account As to £10,000 part thereof to said Alfred Sartoris as



Trustee of the said Indenture of 16th January 1867 with the consent and by the direction of the said Evelyn Laura Countess of Craven (the receipt etc.) As to £10,000 further part of said £30,000 to said Sir W. A. C. Barrington and A. Sartoris as Trustees of said Indenture of Settlement of 29th September 1868 (the receipt etc.) And as to £10,000 the residue of said £30,000 to said Florence Barrington (the receipt etc.) He the said A. Sartoris as Trustee and as to £10,000 being one third part of £30,000 thereafter assigned and the interest thenceforth to become due for same thereby assigned And said Sir W. A. C. Barrington and A. Sartoris as Trustees and as to £10,000 being one other third part of said £30,000 and the interest thenceforth to become due for same thereby assigned And said Florence Barrington as beneficial owner And as to £10,000 the remaining one third part of said sum of £30,000 and the interest thenceforth to become due for same thereby assigned unto said A. J. Roberts and E. E. T. Viscount Falmouth

ALL THAT the said principal sum of £30,000 charged by the thereinbefore recited Indenture of 18th February 1846 as aforesaid and raiseable under the trusts of said term of 1,000 years limited by same Indenture to said A. E. Baron Trevor and B. Compton upon the trusts therein mentioned And all interest thenceforth to become due and payable in respect of said £30,000 Together with the full benefit of the trusts of the said term of 1,000 years and all other trusts powers and remedies for raising and receiving payment of said £30,000 and interest

TO HAVE RECEIVE AND TAKE same unto the said A. J. Roberts and E. E. T. Viscount Falmouth their executors administrators and assigns absolutely

AND IT IS ALSO WITNESSED that for the consideration aforesaid said B. Compton as trustee and in exercise of the trust for that purpose contained in the thereinbefore recited Indenture of 18th February 1846 and at the request of said W. B. Viscount Barrington thereby assigned unto said A. J. Roberts and E. E. T. Viscount Falmouth

ALL the hereditaments the particulars whereof are set forth in the Schedule to abstracting Indenture

AND ALL other if any the hereditaments comprised in and then subject to the trusts of the term of 1,000 years limited by said Indenture of the 18th February 1846

TO HOLD same unto said A. J. Roberts and E. E. T. Viscount Falmouth their executors administrators and assigns for all the residue then unexpired of said term of 1,000 years Subject as to the hereditaments the particulars whereof are set forth in the second part of said Schedule to the sum of £10,000 charged thereon as therein mentioned and subject as to all said premises to the proviso for redemption therein contained

PROVISO for redemption on payment on 18th August then next of £30,000 and interest And Charge by said B. Compton of other hereditaments with payment of interest half yearly

PROVISO that said £30,000 thereby secured and the interest thereon should not constitute a debt from and should not be recoverable against the said B. Compton his heirs executors or administrators personally

COVENANT by said W. B. Viscount Barrington for payment of interest during his life.



THE SCHEDULE above referred to:-

PART 1.

IN THE COUNTY OF BERKS .

Description	Tenant Comprised (inter alia).	Acreage	Rent
		A r p	£ s d
Home Farm	In hand	288. 1. 33	379. 5/-



AS to £592. 4. 4. balance of a charge of £40,000 for portions of the younger children of W. K. Viscount Barrington.

BY INDENTURE made between said Sir W. A. C. Barrington of 1st part Sir Henry John Lowndes Graham of Royal Court in the House of Lords in the County of Middlesex, K. C. B. The Right Hon: Josslyn Francis Pennington Baron Muncaster and Sir Martin Le Marchant Hadsley Gosselin of the British Legation Lisbon in the Kingdom of Portugal K. C. M. G., C. B. of the 2nd part The Hon. Atholl Charles Liddell of Winter Villa Stonehouse in the County of Devon of 3rd part and said Walter Bulkeley Viscount Barrington of 4th part

SUPPLEMENTAL to the DeedPoll under the hand and seal of said W. K. Viscount Barrington dated 6th June 1861 recited in abstracted Indre of 6th June 1879 and therein referred to as the Ppal Deed

AFTER RECITING the death of said Robert Price (then Sir Robert Price) on 5th November 1857 and the death of the said Henry Thomas Liddell (who subsequently became Baron Ravensworth and was created Earl of Ravensworth) on 19th March 1878 having by his Will dated 23rd May 1871 and 3 Codicils thereto dated respectively 15th Dec. 1874 24th Dec. 1874 and 20th July 1875 appointed said Atholl Charles Liddell and the Hon: Adolphus Fredk Octavius Liddell and Sir David Edward Wood Exors thereof who duly proved same in the Ppal Probate Registry on 21st May 1878

AND RECITING that said Sir W. A. C. Barrington attained 21 on 28th January 1863 and Hon. Sir B. E. E. Barrington attained 21 on the 5th June 1868

AND RECITING before recited Indre of 22nd Feb. 1878

AND RECITING the death of said A. F. O. Liddell on 27th June 1885 and of said Sir David Edward Wood on 16th October 1894

AND RECITING that sd W. B. Viscount Barrington was then tenant for life in possession (subject to certain mortgages and charges) of the hereditis comprised in the term of 2000 years limited by the sd Indre of 21st April 1823

AND RECITING that said W. B. Viscount Barrington was desirous of paying off said sums of £296. 2. 2. and £296. 2. 2. appointed by the Principal Deed to said Sir W. A. C. Barrington and Sir B. E. E. Barrington and of having such surrender made to him of the term of 2000 years limited by said Indre of Settlement of 21st April 1823 as was therein contd

AND RECITING that the 3 several sums of 1/- each appointed by the Ppal Deed to the Right Hon. Caroline Augusta Susanna then Dowager Countess of Normanton and The Hon. Augusta Anne MacLagan the wife of the Most Rev. and Right Hon: William Dalrymple MacLagan Lord Archbishop of York and Adelaide Balfour had been paid or accounted for to them respectively as sd W. B. Viscount Barrington thereby declared and the parties thereto of 1st and 2nd parts and said Atholl Charles Liddell thereby admitted

AND RECITING that all interest in respect of the several sums appointed by the ppal deed had been duly paid or accounted for to the parties entitled thereto up to the date of abstracting Indre as the parties thereto of the 1st and 2nd parts thereby declared

AND RECITING that sd A. C. Liddell had at the request of sd W. B. Viscount Barrington and by the direction of the parties thereto of the 1st and 2nd parts agreed to execute such surrender and assignment of said term of 2000 years as was thereafter contd

IT WAS WITNESSED that in consideration of said sums of 1/- each having been paid or accounted for to said C. A. S. Dowager Countess of Normanton A. A. MacLagan and A. Balfour respectively as aforesaid and also in consideration of £592. 4. 4. on or before the execution of abstrg Indre paid by the sd W. B. Viscount Barrington as to £296. 2. 2. to the said Sir W. A. C. Barrington and as to £296. 2. 2. residue thereof to the said Sir H. J. L. Graham J. F. P. Baron Muncaster and Sir Martin Le M. H. Gosselin (the receipt &c) and of the premises said A. C. Liddell as surviving personal representative of said Henry Thomas Earl of Ravensworth the surving Trustee of the said term of 2000 years limited by said Indenture of 21st April 1823 and by the direction of the parties thereto of the 1st and 2nd parts thereby surrendered and assigned unto said W. B. Viscount Barrington

ALL the hereditis comprised in and then remaining subject to the trusts of said term of 2000 as aforesaid

TO THE INTENT that the residue unexpired of said term of 2000 years might merge and be extinguished in the reversionary life estate of said W. B. Viscount Barrington in said hereditis and that said hereditis might be thenceforth discharged from all ppal money raiseable under the trusts of said term of 2000 years and all interest thereon

EXECUTED by all parties and attested



AS TO MORTGAGE for £25,000 subsequently merged.

y 25th. BY INDENTURE made between The Revd. Henry Liddell of Charltenkings in the County of Gloucester Clark and Thomas Price of Ashley Place Pimlico in the County of Middlesex of first part said Wm. Keppel Viscount Barrington and Geo. Wm. Barrington of 2nd part said Jane Elizabeth Viscountess Barrington of third part Sir Edmund Antrobus of the Strand in the County of Middlesex Bart. and Charles MacGarel of Belgrave Square in the County of Middlesex Esq of 4th part

AFTER RECITING Indres not material to be here recited

AND RECITING said Indres of 21st April 1823 and 29th Jan. 1846

AND RECITING that said H. G. Liddell and Thomas Price in exercise of the power contained in said Indre of 29th January 1846 authorising them to raise any sum not exceeding £25,000 for the purpose therein mentioned had at the request of said W. K. Viscount Barrington and G. W. Barrington testified &c contracted with said E. Antrobus and Charles MacGarel for the loan of £25,000 at interest

AND RECITING that said Jane E. Viscountess Barrington had with the concurrence of said Viscount Barrington her husband agreed to join in abstracting Indre for the purpose of postponing the jointure of £1,500 limited to her by said Indenture of 21st April 1823 to the security to be made by abstracting Indre

IT IS WITNESSED that in consideration of £25,000 paid by said E. Antrobus and Chas. MacGarel to said H. G. Liddell and T. Price the receipt &c said H. G. Liddell and T. Price in exercise of the power for that purpose contained in said Indre of 29th January 1846 and of every other power &c and at the request and by the direction of said W. K. Viscount Barrington and G. Wm. Barrington (testified &c) thereby revoked all the Estates uses &c in said last mentioned Indre contained concerning the hereditaments therein appointed and thereby limited and appointed that

ALL the messuages farms lands tenements and hereditaments situate in the Parishes of Shrivenham and Longcot in the County of Berks and particularly described in the First Schedule thereunder written

TOGETHER with the appurtenances

(Excepting leaseholds)

SHOULD go and remain

TO THE USE of said Sir A. Antrobus and C. MacGarel their heirs and assigns  
SUBJECT as to part of said hereditaments as therein mentioned and as to all said hereditaments to the proviso for redemption therein contained

PROVISO for redemption on payment of £25,000 and interest on 25th August then next

DECLARATION by said J. E. Viscountess Barrington giving priority of said £25,000 to her jointure

JOINT and several Covenant by said W. K. Viscount Barrington and G. W. Barrington for payment of principal and interest

USUAL MORTGAGE PROVISIONS

COVENANTS for title

The FIRST SCHEDULE comprises the BECKETT ESTATE as it then existed

EXECUTED by the parties of the first three parts and attested

RECEIPT for £25,000 signed by H. G. Liddell and T. Price and witnessed

CERTIFICATE of Acknowledgment by said Viscountess Barrington endorsed

rch 7th. BY INDENTURE endorsed upon before abstd Indre and made between said E. Antrobus and G. MacGarel of first part said A. Sartoris and The Honourable Charles Gounter Legge of second part and said E. Antrobus A. Sartoris and C. G. Legge of third part

AFTER RECITING that said £25,000 with interest was then owing and same had become the property or equity of said E. Antrobus A. Sartoris and C. G. Legge

IT IS WITNESSED that in consideration of the premes said E. Antrobus and G. MacGarel thereby assigned unto said E. Antrobus A. Sartoris and C. G. Legge their executors admors and assigns



ALL said principal sum of £25,000 and the interest then due and thenceforth to become due for same

AND the benefit of all securities for same

AND ALL the Estate &c

TOGETHER with power to sue &c

TO HOLD said principal sum and interest and all other premises assigned

UNTO said E. Antrobus A. Sartoris and C. G. Legge their exors &c for their own benefit

AND IT IS ALSO WITNESSED that in consideration of the premises said E. Antrobus and C. MacGarel granted and conveyed unto said A Sartoris and C. G. Legge their heirs and assigns

ALL the hereditis comprised in the within written Indre And all the Estate &c

TO HOLD said hereditaments

TO THE USE of said E. Antrobus A. Sartoris and C. G. Legge their heirs and assigns for ever

SUBJECT as within mentd and to such equity of redemption as same were then subject to

SEVERAL COVENANTS by said E. Antrobus and C. MacGarel that they had not incumbered

JOINT ACCOUNT CHARGE

EXECUTED by said E. Antrobus &c C. MacGarel and attested

1879 June 6th.  
BY INDENTURE made between said W. B. Viscount Barrington (then W. B. Barrington) of the one part said A. Sartoris and A. J. Roberts of the other part

AFTER RECITING the effect of abstracted Indenture of Settlement of even date and that the Barrington Family Estates in the County of Berks were subject to abstracted Mortgage for £25,000

AND RECITING that by an Indre dated 19th April 1870 and made between W. B. Barrington of first part said Percy Barrington and Louisa his Wife of second part and Mary Isabella Barrington (then M. L. Bogue) of third part and sd A. J. Roberts the Hon. Evelyn and the Revd. Chas. Raffles Flint of 4th part (being a Settlement made on the Marriage of said W. B. Barrington with said M. I. Barrington) All that one third share to which said W. B. Barrington as one of the 3 children of said Louisa Barrington was under the Will and Codicil of her father Tully Higgins entitled in reversion expectant on the decease of said Louisa Barrington of the securities specified in the Schedule to the Indenture now in recital representing the funds subject to the trusts of said Will and Codicil was assigned unto said A. J. Roberts and E. Boscawen Upon trust after the death of said L. Barrington to raise thereout £20,000 and to stand possessed of such sum upon the trusts therein mentioned and subject thereto to stand possessed of said share Interest for said W. B. Barrington his exors admors and assigns absolutely

AND RECITING that said other than said sum of £20,000 was thereafter referred to as the unsettled share of said W. B. Barrington in the Tully Higgins Trust Fund

AND RECITING that upon the treaty for said Settlement of the Barrington Family Estates it was agreed as part of the consen for said Settlement that said W. B. Barrington should make such assignment in trust of £25,000 part of said Trust Funds as thereafter expressed

IT IS WITNESSED that in consen of the premises said W. B. Barrington thereby assigned to said A. Sartoris and A. J. Roberts

THE sum of £25,000 part of the unsettled share of said W. B. Barrington in the Tully Higgins Trust fund

TO HOLD same unto said A. Sartoris and A. J. Roberts their exors admors and assigns

UPON TRUST that if said W. B. Barrington and Percy Barrington or either of them should be living on the decease of said Louisa Barrington then said A. Sartoris and A. J. Roberts or the survivor &c should upon the decease of said L. Barrington receive said £25,000 and invest same and pay the income thereof to said W. B. Barrington his exors &c during the joint lives of said Geo. Wm. Viscount Barrington and P. Barrington and the life of the survivor of them.



And upon further trust that if said W. B. Barrington or any issue male of said W.B. Barrington should immediately upon the decease of the survivor of said G. W. Viscount Barrington and P. Barrington become entitled to the possession or receipt of the rents and profits of the Barrington Family Estates as tenant for life or in tail male under the limitation of said Settlement the Trustees or Trustee for the time being should upon the decease of said L. Barrington and upon the decease of the survivor of said G. W. Viscount Barrington and P. Barrington apply said £25,000 in satisfaction of the principal sum of £25,000 charged on the Barrington Family Estates or in discharge of any other principal sums then charged on said Estates

TO the intent that said Estates might be discharged therefrom for the benefit of the person or persons entitled to said Estates under the limitations of said Settlement

EXECUTED by all parties and attested

1886 February 24th. BY INDENTURE made between said A. Sartoris and C. G. Legge of first part said Abraham John Roberts of second part and said A. Sartoris and A. J. Roberts of the third part

AFTER RECITING said Indenture of 21st April 1823 and other Deeds relating to the title to the Family Estates

AND RECITING abstracted Indres of 25th Feb. 1864 and 7th March 1869

AND RECITING the death of Sir E. Antrobus on 4th May 1870

AND RECITING that said principal sum with current intt thron remained owing and same now belonged to said A. Sartoris and A. J. Roberts upon a joint account in equity

IT IS WITNESSED that in consideration of the premises said A. Sartoris and C. G. Legge as Mortgagees assigned unto said A. Sartoris and A. J. Roberts their exors &c

ALL said ppal sum of £25,000 and all interest due and to grow due thereon

AND the benefit of all securities for same

TO HOLD said premises unto said A. Sartoris and A. J. Roberts their exors &c for their own benefit

AND IT IS ALSO WITNESSED that for the consideration aforesaid said A. Sartoris and C. G. Legge as Mortgagees granted and conveyed unto said A. J. Roberts and his heirs

ALL the hereditaments comprised in the thereinbefore recited Indre of Mortgage

TO HOLD same unto said A. J. Roberts and his heirs

TO THE USE of said A. Sartoris and A. J. Roberts their heirs and assigns subject to redemption

EXECUTED by said A. Sartoris and C. G. Legge and attested

03 February 18th. BY INDENTURE made between said A. Sartoris and A. J. Roberts of the one part and said Walter Bulkeley Viscount Barrington of the other part

AFTER RECITING that abstracting Indre was supplemental to the following Indres viz:-

(1) 25 1864 (thereinafter called the principal Mortgage) (2) 7th March 1869 (thereinafter called the First Transfer) (3) 24 February 1886 (thereinafter called the 2nd Transfer)

AND RECITING before abstracted Indre of 6th June 1879

AND RECITING the death of said Louisa Barrington on 17th June 1884 and of said G. W. Viscount Barrington on 7th November 1886 without issue male and of said Percy (then Viscount) Barrington on 29th April 1901 and that W. B. Barrington thereupon became tenant for life in possession of the Barrington Family Estates comprised in the principal Mortgage

AND RECITING that after the death of said Louisa Barrington said A. Sartoris and A. J. Roberts received said £25,000 assigned to them by the before recited Indre of 6th June 1879 and applied same in taking the transfer made by the 2nd Transfer

AND RECITING that upon the death of sd Percy Vis. Barrington the said £25,000 became applicable to the discharge of said Mortgage debt of £25,000 and accordingly said Mortgage debt became merged and extinguished for the benefit of the persons entitled to the Estates charged therewith



AND RECITING that for the purpose of evidencing the merger and extinguishment of said Mortgage debt and of conveying legal estate vested in them under the principal Mortgage and 1st and 2nd Transfers said A. Sartoris and A. J. Roberts had at the request of said W. B. Viscount Barrington agreed to execute such Conveyance as is hereinafter contained

IT IS WITNESSED that in consideration of the premises said A. Sartoris and A. J. Roberts as Mortgagees thereby conveyed and released unto said W. B. Viscount Barrington

ALL the hereditals comprised in the principal Mortgage and thereby limited and appointed

EXCEPT such (if any) of same hereditals as since the date of the principal Mortgage had been sold or given in exchange or otherwise had been discharged from or ceased to be subject to the charge thereby created

AND ALL other if any the hereditals then by any means vested in said A. Sartoris and A. J. Roberts subject to redemption

TO HOLD same unto said W. B. Viscount Barrington in fee simple discharged from all principal money and interest secured by and from all claims and demands under the principal Mortgage and 1st and 2nd Transfers or any of them but subject to such charges subject to which same hereditals were appointed and assured by the principal Indenture as were still subsisting

TO THE USES &c. subject to which the equity of redemption of said premises then stood limited to the intent that the charge created therein by the principal Mortgage might be thenceforth deemed to be absolutely merged and extinguished in the freehold and inheritance of said premises for the benefit of the person or persons entitled thereto under said hereditals

EXECUTED by all parties and attested

AS TO MORTGAGE FOR £30,492. 7. 3.

February 5th. BY INDENTURE made between the said A. J. Roberts and the Hon. E. E. T. Viscount Falmouth (hereinafter together called the Mortgagees) of the first part the Rt. Hon. W. B. Viscount Barrington (hereinafter called Lord Barrington) of the second part and the said A. J. Roberts and the Honble. Sir B. E. E. Barrington (hereinafter together called the Trustees) of the third part

AFTER RECITING that by virtue of the documents mentd and Nod. 1, 2, 3 & 4, in the Schedule thereto certain hereditals forming the whole or part of the Settled Estates of Lord Barrington comprised in the said document mentd and Nod. 4 in the said Schedule were then subject to and charged with the payment to the Mortgagees (a) of a sum of £30,000 and interest thereon and (b) of a sum of £492. 7. 3 and interest thereon and for the purpose of securing the first mentioned sum and the interest thereon were then vested in the Mortgagees for the unexpired residue of a term of 1000 years from the 19th April 1846 and for the purpose of securing the secondly mentioned sum and the interest thereon were then vested in the Trustees for the unexpired residue of a term of 150 years from the 6th June 1879

AND RECITING that by virtue of the document mentioned and Nod. 4. in the said Schedule the said Settled Estates then stood settled to uses whereunder Lord Barrington was tenant for life in possession thereof.

AND RECITING that by virtue of the documents mentd and Nod. 4 and 5 in the Second Schedule the Trustees were the Trustees of the Settlement of the said Settled Estates for the purpose of the Settled Land Acts 1882 to 1890

AND RECITING payment of all interest on said respective sums down to date thereof

AND RECITING that immediately before the execution of Abstracting presents the Trustees out of moneys in their hands as such Trustees and properly applicable to the discharge of incumbrances on the said Settled Estates had by the direction of Lord Barrington as such tenant for life as aforesaid paid the sums of £30,000 and £492. 7. 3. to the Mortgagees (the receipt &c)

AND RECITING desire for Release & Surrender

IT WAS WITNESSED that in consideration of the premises the Mortgagees did thereby as Mortgagees Release and Surrender and the Trustees (so far as regards said term of 150 years) did thereby as Trustees surrender unto Lord Barrington

ALL AND SINGULAR the hereditals and premises which immediately before the payment of the said respective sums of £30,000 and £492. 7. 3. to the Mortgagees as thereinbefore recited were subject to the charge of such respective sums of either



of them or which were then by any means vested in or charged in favour of the Mortgagees or the Trustees as security for the said respective sums or for the interest thereon

TO HOLD the said premises unto Lord Barrington his heirs exors admors and assigns

TO THE USES and upon the Trusts then affecting the said Settled Estates as under the said document No. 4 in the said Schedule thereto but not so as to increase or multiply any charge or power of charging freed and discharged from the said respective sums of £30,000 and £492. 7. 3. and the interest thereon respectively but freed and discharged from all charges claims and demands in relation thereto and so that the said terms of 1,000 and 150 years should merge and be extinguished in the freehold reversion and inheritance of the said premises

DULY EXECUTED by the said A. J. Roberts and E. E. T. Viscount Falmouth and attested

THE SCHEDULE above referred to:-

PARTICULARS of DOCUMENTS referred to in the above written Indenture.

Date of Document	Parties to Document.	Nature of Document.
1903 February 18th. Ditto.	The above abstracted Mortgage for £30,000	
1904 November 11th.	The above abstracted Transfer of Charge for £492. 7. 3.	
1879 June 6th.	The like.	
1909 March 26th.	The above abstracted Resettlement	
	The above abstracted Appointment of New Trustees	

1918 February 6th.

BY INDENTURE of this date made between the said Lord Barrington of the first the said A. J. Roberts and the said Hon: Bernard Eric Edward Barrington K. C. B. (together called the Trustees) of the second part and the said A. J. Roberts and the said Rt. Hon. E. E. T. Viscount Falmouth (thirnar togr called the Mortgagees) of the third part

AFTER RECITING that underabstd Resettlement of 6th June 1879 and other documents mentioned in the First Schedule thereto the hereditaments thereafter expressed to be thereby conveyed and the inheritance thereof in possession free from all incumbrances except as thereafter mentioned then stood settled to uses where- under Lord Barrington was tenant for life in possession thereof

AND RECITING that under the said Resettlement and an Indenture dated 26th March 1909 and mentioned in the 1st Schedule thereto the Trustees were the Trustees of the Settlement for the purpose of the Settled Land Acts

AND RECITING inter alia that the hereditaments and premises thereby mortgaged or some part or portion thereof were subject to the incumbrances and charges mentioned in the second Schedule thereto (therein after called the existing incumbrances)

AND RECITING that the sum of £30,492. 7. 3. was required for the purpose of discharging another incumbrance on the heredit then standing and settled as aforesaid and Lord Barrington by virtue of the Powers vested in him by the said Acts determined to raise the sum as thereafter appearing

AND RECITING payment by the Mortgagees by direction of Lord Barrington to the Trustees of the sum of £30,492. 7. 3. out of monies belonging to the Mortgagees upon a joint account

AND RECITING Agreement for securing same in manner thereafter appearing

IT WAS WITNESSED AGREED AND DECLARED as follows:-

1. Abstracting presents were executed in pursuance of said Agreement and in consideration of £30,492. 7. 3. paid etc.

Receipt etc.

2. Lord Barrington in exercise of the powers vested in him by the said Acts and by any other powers him thereunto enabling did thereby grant and as beneficial owner convey unto the Mortgagees All and Singular such of the heredit and premises situate in the Counties of Berks and Northumberland and comprised in the Indre dated 18th February 1903 mentioned and numbered 13 in the first Schedule thereto as had not been sold exchanged or otherwise disposed of

TO HOLD the sameunto & to the use of the Mortgagees their heirs and assigns subject (if and so far as the same were affected thereby) to the existing incumbrances and subject also to the Proviso for redemption thereafter contained



PROVISO for Redemption

Lord Barrington in further exercise of such powers did thereby as beneficial owner charge the premises thereinbefore conveyed with the payment to the Mortgagees their heirs administrators or assigns with interest at the rate of 4% per annum as therein mentioned

USUAL Mortgage Covenants and Provisoes

DULY EXECUTED and attested

THE FIRST SCHEDULE above referred to:-

PARTICULARS of DOCUMENTS referred to in above Abstracted Indenture

No.	Date of Document	Parties to Document.	Nature of Document.
1.	1805 April 4th & 5th	See Supplemental Abstract	The before abstracted Mortgage for £25,000
2.	1817 April 18th & 19th		
3.	1832 August 3rd		
4.	1853 February 26th		
5.	1864 February 25th	See Supplemental Abstract	The before abstracted Indentures of these dates
6.	1868 August 21st		
7.	1869 March 7th		
8.	1879 February 22nd		
9.	1879 June 6th	See Supplemental Abstract	The before abstracted Indenture of this date
10.	1879 June 6th		
11.	1879 June 25th		
12.	1885 February 24th		
13.	1903 February 18th	See Supplemental Abstract	See Supplemental Abstract
14.	1903 February 18th		
15.	1903 February 18th		
16.	1903 March 2nd		
17.	1904 November 11th	See Supplemental Abstract	See Supplemental Abstract
18.	1909 March 28th		
19.	1917 December 3rd		
20.	1917 December 3rd		
21.	1918 February 6th	See Supplemental Abstract	See Supplemental Abstract
22.	1918 February 6th		

THE SECOND SCHEDULE above referred to:-

PARTICULARS of the Existing Incumbrances (above defined.)

See Supplemental  
Abstract.  
Released.

1. A sum of £10,000 and interest secured by the Indenture mentioned and Nod. 22 in the above written first Schedule.
2. A half yearly terminal sum of £53. 0. 7. payable on the 25th March and 25th September in every year in reduction of a charge for £1711 the last payment being due on the 25th March 1923.
3. A half yearly terminal sum of £24. 14. 3. payable on the 25th March and 25th September in every year in reduction of a charge for £819 the last payment being due on the 25th September 1923.
4. A half yearly terminal sum of £22. 10. 7. payable on the 13th February and 13th August in every year in reduction of a charge for £929. 12. 6. the last payment being due on the 13th February 1945.
5. A fee farm rent of £2. 1. 6. per annum payable to the Matrons College Sarum.
6. A quit rent of £5. 4. 3. per annum payable to Magdalen College Oxford.

Released.

Released  
Released

THE THIRD SCHEDULE above referred to:-

Containing Particulars of Capital moneys mortgaged by the above abstract but not affecting the subject of this Abstract.

1918 October 1st

THE said Evelyn Thomas Viscount Falmouth died

1918 December 12th.

BY INDENTURE of this date endorsed on abstracted Indenture of the 6th February 1918 made between the said A. J. Robarts (thereinafter called the Mortgagee) of the one part and the Mortgagee Francis Charles Sartoris of 17 Queens Gate Place in the County of London Esq. and Frederic John Wrottesley of 2 Temple Gardens Temple in the City of London Barrister-at-law (thereinafter called the Transferees) of the other part



AND RECITING death of the said E. E. T. Viscount Falmouth

AND RECITING that portion of the property mortgaged by the therein within written Indenture had been sold and out of the proceeds thereof a sum of £5950 had been applied in reducing the therein within mentioned sum of £30,492. 7. 2. to the sum of £24,542. 7. 2. and such last mentioned sum with the current interest thereon remained owing on the security of the therein mentioned written Indenture and then belonged in equity to the Transferees on a joint account

IT WAS WITNESSED as follows:-

1. IN consideration of the premises the Mortgagees as Mortgagees thereby assigned unto the Transferees

ALL THAT the principal sum of £24,542. 7. 3. then owing upon the security of said Indenture and all interest etc and the right to exercise and enforce all powers remedies and securities for recovering or compelling payment of the said sum and interest

TO HOLD unto the Transferees absolutely

2. FOR the consideration aforesaid the Mortgagee as Mortgagee thereby conveyed unto the Transferees

ALL the hereditaments comprised in and expressed to be assured by the therein within written Indenture (except such parts thereof as had been released on the sale thereof aforesaid) and by way of Conveyance and not of exception all other if any the hereditaments and premises which were then by any means vested in the Mortgagees subject to redemption by virtue of the said Indenture

TO HOLD the same unto and to the use of the Transferees in fee simple subject (if and so far as the same were affected thereby) to the existing incumbrances mentioned in the therein within written Indenture and subject also to such right of redemption as was then subsisting therein under the said Indenture on payment to the Transferees of the said sum of £24,542. 7. 3. and interest accruing and to accrue thereon

3. PROVISIO that the same covenant was intended to be implied in abstracting presents by reason of the Mortgagee assigning and conveying as Mortgagee as if the Assignment and Conveyance had been made to the said F. C. Sartoris and F. J. Wrottesley absolutely and in fee simple alone

DULY EXECUTED by the said A. J. Roberts and attested



6 November 7th. The said George William Viscount Barrington died and thereupon the said P. Barrington became Viscount Barrington.  
December 25th. The said Lord Arthur Edwin Hill (then Baron Trevor) died.  
April 29th. The said Percy Viscount Barrington died.  
January 5th. The said Alfred Sartoris died.  
March 26th. BY INDENTURE made between said W.B. Viscount Barrington of the 1st part said A.J. Roberts of 2nd part said B. E. E. Barrington (then The Hon. Sir B. E. E. Barrington) of the 3rd part and said A.J. Roberts and Sir B. E. E. Barrington of the 4th part

AFTER RECITING that abstracting Indenture was supplemental to abstracted Indenture of 6th June 1879 (thereinafter called the said Settlement)

AND RECITING the death of said G. W. Viscount Barrington and Percy Viscount Barrington and of said A. Sartoris on 5th January 1909

AND RECITING that said W.B. Viscount Barrington was desirous in exercise of the power for that purpose conferred on him by the said Settlement of appointing said Sir B. E. E. Barrington to be a Trustee of the said Settlement in the place of said A. Sartoris deceased.

IT IS WITNESSED that said W. B. Viscount Barrington in exercise of the power for that purpose conferred on him by said Settlement and of every other power enabling him thereby appointed said Sir B.E.E. Barrington to be a Trustee of said Settlement in the place of said A. Sartoris deceased and jointly with said A.J. Roberts for all the purposes for which said A. Sartoris was by said Settlement appointed Trustee.

AND IT IS ALSO WITNESSED that said W.B. Viscount Barrington with the assent of said A. J. Roberts thereby declared that

ALL the Manors messuages farm lands tenements and other hereditaments and all chattels and also the right to recover and receive all debts and other things in action then subject to the limitations or trusts of said Settlement and capable of being vested by that declaration

SHOULD forthwith vest in said A. J. Roberts and Sir B.E.E. Barrington for all the term estate or interest formerly of said Alfred Sartoris and A. J. Roberts or of said A. J. Roberts alone and as Trustee of said Settlement and as joint tenants for the purposes and upon the trusts thereof

EXECUTED by all parties and attested.

y 24th. The said Sir B. E. E. Barrington died.

th. BY INDENTURE of this date made between the said W.B. Viscount Barrington (thereinafter called Lord Barrington) of the first part the said A. J. Roberts of the second part and Francis Charles Sartoris of 17 Queens Gate Place London Esq., and Frederic John Wrottesley of 2 Temple Gardens Temple in the City of London Barrister at Law (thereinafter called the new Trustees) of the third part

AFTER RECITING that abstracting presents were supplemental (inter alia) to Settlement of 6th June 1879 (thereinafter called the Principal Settlement)

AND RECITING death of Sir B. E. E. Barrington as before abstracted.

AND RECITING desire to appoint new Trustees.

AND RECITING (inter alia) that the property comprised in or subject to (inter alia) the Principal Settlement was then represented by such portions of (inter alia) the hereditaments thereby respectively settled as had not been sold and conveyed to the respective purchasers thereof or otherwise disposed of under the powers contained in the Settled or under other enabling powers.

IT WAS WITNESSED as follows :-

1. Lord Barrington in exercise of the power given to him by the Principal Settlement and of every or any other power him enabling thereby appointed the new Trustees to be Trustees of the principal Settlement jointly with the continuing Trustee for the purposes of the Principal Settlement or of such of the same purposes as might be subsisting and capable of taking effect.

4. AGREEMENT by new Trustees to become Trustees accordingly

5. & 6. VESTING declaration.

DULY EXECUTED AND ATTESTED.



AS TO LAND in the PARISH of SHRIVENHAM in the COUNTY of BERKS conveyed by JANE ELIZABETH VISCOUNTESS BARRINGTON and RELEASE of the sums of moneys owing to her No.7. in the Third Schedule to firstly abstracted Indenture.

INDENTURE made between said J.E. Viscountess Barrington of first part said G. W. Viscount Barrington of second part said A. Sartoris and A. J. Robarts of third part

AFTER RECITING said Settlement of 29th January 1846

AND RECITING the death of said W.K. Viscount Barrington and that by his Will dated 28th February 1861 he gave devised and bequeathed all his real Estate and the residue of his personal Estate unto said J.E. Viscountess Barrington her heirs executors administrators and assigns for her own benefit and appointed her sole executrix of his said Will which was proved on 13th March 1867 in the Principal Probate Registry

AND RECITING sales under the power of sale in said Indenture of 29th January 1846 and the application thereof and of said £25,000 and also £297. 6. 4. provided by said W. K. Viscount Barrington and £247. 3. 3. advanced by said J. E. Viscountess Barrington as recited in abstracted Indenture of 6th June 1879 and that said J.E. Vis. Barrington as Executrix had a lien on said hereditaments for said sums of £297. 6. 4. and £247. 3. 3.

AND RECITING the surrender of said Mining Leases and the renewed Lease of 1st September 1874 in consideration of £4,000 and the payment by said J. E. Viscountess Barrington as Executrix of £1660 part thereof and that said J. E. Viscountess Barrington as Executrix had a lien on the settled hereditaments for same

AND RECITING the payment of £1152.10. 0. by said J. E. Viscountess Barrington for the renewal of the Stainswick leaseholds

AND RECITING that said G.W. Viscount Barrington had no male issue

AND RECITING said Disentailing Assurance of 9th June 1877

AND RECITING the seisin of said J. E. Viscountess Barrington in fee simple of the freehold heredit thereafter described and for a customary estate in fee simple of the heredit thereby covenanted to be surrendered being copyhold of the Manor of Shrivenham Salop

AND RECITING Agreement by said J.E. Viscountess Barrington to settle said hereditaments and to release the sums for which she had a lien on the settled estates

WITNESSED that in pursuance of said Agreement and in consideration of the natural love and affection of said J.E. Viscountess Barrington for her son said G.W. Viscount Barrington and for the other persons interested in said estates and other good considerations said J.E. Viscountess Barrington thereby granted unto said A. Sartoris and A.J. Robarts and assigns

FIRST ALL THAT close piece or parcel of ground situate in the Parish of Shrivenham in the County of Berks containing by admeasurement 2a.0r.19p. bounded on the North by the Towing Path of the Wilts and Berks Canal on the South on land of Viscount Barrington on the East by land then or late of the Shrivenham Poor and on the West by land formerly of Colonel Blagrove and then of Viscount Barrington and which meadow was formerly in the occupation of George Lewis and was formerly part of a Meadow called Cow Lease

TOGETHER with all Tithes and Rent Charges in lieu of Tithes issuing out of said ground and which piece of meadow and Tithes were conveyed to said J.E. Viscountess Barrington her heirs and assigns by Indenture dated 26th August 1867 and made between Benjamin Fairthorne of the one part and said J.E. Viscountess Barrington of the other part

SECONDLY ALL THAT parcel of land situate in the Hamlet of Longcot in the County of Berks containing by admeasurement 4 acres and in length 1100 yards and in breadth upon an average 54 feet forming the Southern portion of the Carriage road made by the Wilts and Berks Canal Navigation from the Farringdon and Shrivenham Road to the Wharf made by said Company on the Longcot Branch of the Wilts & Berks Canal which piece of land was conveyed to said J.E. Viscountess Barrington her heirs and assigns by Indenture dated 9th March 1868 and made between J. Sewell and G. F. Newmarch of 1st part the Company of Proprietors of the Wilts & Berks Canal Navigation of 2nd part and said J.E. Viscountess Barrington of the third part

TOGETHER with the appurtenances

TO HOLD same unto said A. Sartoris and A. J. Robarts and their heirs



TO THE USES upon the trusts and subject to the powers &c. upon and subject to which the freehold heredit in the County of Berks comprised in said Indre of 29th Jany 1846 and 6th June 1879 then stood limited by virtue of same Indres or said Indre of 30th May 1879

AND IT IS ALSO WITNESSED that sd J.E. Viscts. Barrington covenanted with sd G.W. Vis. Barrington and also with said A. Sartoris and A. J. Roberts to surrender unto sd G.W. Vis. Barrington as Lord of the Manor of Shrivenham Salop according to the custom of said Manor

ALL THAT piece or parcel of land containing 1a. 1r. 15p. situate at Longcot within said Manor forming the Northern portion of said Carriage road made by said Wilts & Berks Canal Navigation Company from the Farrington and Shrivenham Road to the Wharf on the Longcot Branch of the Wilts & Berks Canal which road including the fence belonging thereto is situate and formed the boundary on the North east side to 5 acres of land formerly in the occupation of Wm. King afterwards of John Fairthorne being the residue of an allotment of 6a. 1r. 15p. held by the rent of 8d and other services situate in White Cross Furlong and lands adjoining in Longcot aforesaid held at the apportioned rent of  $\frac{1}{4}$ d. and other services which piece of land was covenanted to be surrendered to said J.E. Viscountess Barrington her heirs and assigns by said Indre of 9th March 1868 and was subsequently surrendered to her

TOGETHER with all buildings &c.

AND all the Estate &c.

TO THE INTENT that the copyhold tenure of said heredit shod be merged and extinguished in the freehold thereof and said land shod thenceforth stand limited as freehold

TO THE USES upon the trusts &c. affecting said Manor under said Indres of 29th Jany. 1846 6th June 1879 and 30th May 1879

AND IT IS FURTHER WITNESSED that for the considerations aforesaid said J.E. Viscountess Barrington thereby released

ALL the Hundred Manors mines and hereditaments comprised in or subject to the uses of said Indentures of 29th January 1846 and 6th June 1879 and also said G.W. Vis. Barrington and all other persons entitled to or interested in any of said hereditaments.

AND all other (if any) the hereditaments and premises charged with or liable to pay the sums of money thereafter mentioned

Of and from the said sums of £297. 6. 4. and £1,660 owing to said J.E. Viscountess Barrington as the personal representatives of said W.K. late Viscount Barrington and also the sums of £247. 3. 3 and £1152. 16. 0 owing to her in her own right and of and from all claims and demands for or in respect of said sums respectively

#### DULY EXECUTED AND ATTESTED

3 March 23rd	Jane E. Viscountess Barrington died.
4 January 17th	Louisa Barrington died.
November 6th	Geo. Wm. Viscount Barrington died and was succeeded by said Percy Barrington
December 25th	Lord Arthur Edwin Hill (then Baron Trevor) died
February 1st	Isabella E. Viscountess Barrington died
April 29th	Percy Viscount Barrington died and was succeeded by said W. Bulkeley Barrington as Viscount Barrington
3 November 16th	Mary Isabella Viscountess Barrington died

AS TO the sum of £492. 7. 3. balance of a fine for which GEORGE WILLIAM VISCOUNT BARRINGTON had a lien on the Settled Estates.

BY HIS WILL of this date the said G.W. Viscount Barrington (then the Hon. G. W. Barrington)

GAVE to his wife Isabella Elizabeth Barrington

ALL his property both real and personal