



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. 9.

An Act for exchanging the *Broomsthorpe* and *Castle Rising* Estates in the County of *Norfolk*, devised by the Will of *George James* late Marquis of *Cholmondeley* deceased to Lord *William Henry Hugh Cholmondeley* for Life, with Remainders over, for Lands in *Netherton* and *Huxley* in the County Palatine of *Chester*, devised by the same Will to the said Lord *William Henry Hugh Cholmondeley* in Fee Simple. [3d July 1835.]

WHEREAS the Right Honourable *George James* Marquis of *Cholmondeley*, duly made and published his last Will and Testament in Writing, bearing Date the Fourth Day of *August* One thousand eight hundred and twenty-five, executed and attested as by Law is required for passing Real Estates, and thereby gave and devised (amongst other Hereditaments) all his Messuages, Farms, Lands, Tenements, and Hereditaments in *Netherton* in the Parish or Township of *Netherton* in the County Palatine of *Chèster*, and also all his Manors, Messuages, Lands, Tenements, and Hereditaments of or at or in *Huxley* in the said County Palatine, with their and every of their respective Rights, Royalties, Members, and Appurtenances, (freed, exempted, and discharged from all Charges and Incumbrances whatsoever,) unto and to the Use of the said Testator's Second Son Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns

Will of
George James
Marquis of
Cholmon-
deley, dated
4th August
1825.

[Private.]

Assigns for ever; and the said Testator thereby gave, devised, and bequeathed all and every his Manors, Messuages, Lands, Tenements, and Hereditaments situate, lying, and being in the Parish, Township, or Place of *Barrow*, or at or in *Barrow*, and all that his Advowson, Right of Patronage, and Presentation of and in and to the Church of *Barrow* in the said County Palatine of *Chester*, with the Appurtenances, and also all his Manors or Lordships of, and Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever, with their and every of their Rights, Members, and Appurtenances, situate and being at or in the Places and Parishes of *Westwinch* and *Broomsthorpe* in the County of *Norfolk*, and also all his Messuages, Lands, Tenements, and Hereditaments situate and being in or within the Borough or Parish of *Castle Rising* in the said County of *Norfolk*, or in any Parish or Place or Places adjoining thereto or not adjoining thereto, called or known by the Name of the *Castle Rising* Estate, unto the Right Honourable *Robert Seymour* commonly called Lord *Robert Seymour*, and *Thomas William Coke* of *Holkham* in the said County of *Norfolk*, Esquire, their Heirs and Assigns, to the Uses, and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, Conditions, and Declarations therein-after expressed, declared, and contained of and concerning the same, and in part herein-after mentioned, (that is to say,) to the Use of his the said Testator's Second Son the said Lord *William Henry Hugh Cholmondeley*, and his Assigns, during the Term of his natural Life, without Impeachment of Waste; with Remainder to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs, during the Life of the said Lord *William Henry Hugh Cholmondeley*, in Trust to preserve the contingent Remainders; with Remainder to the Use, Intent, and Purpose that the Right Honourable *Marcia Emma Georgiana Cholmondeley* commonly called Lady *Henry Cholmondeley*, the Wife of the said Lord *William Henry Hugh Cholmondeley*, and her Assigns, should have, receive, and take during her Life One Annuity or Rent-charge of One thousand Pounds as and for her Jointure, to be yearly issuing and payable out of and charged upon the said Manors and other Hereditaments, and to be payable quarterly as therein mentioned, with the usual Powers of Distress and Entry for the Recovery thereof, the said Annuity or Rent-charge of One thousand Pounds to be in lieu and exoneration and discharge of the annual Sum or yearly Rent-charge of One thousand Pounds, which, on the Marriage of the said Testator's Son the said Lord *William Henry Hugh Cholmondeley* with the said Lady *Henry Cholmondeley*, he the said Testator charged and secured for and to the said Lady *Henry Cholmondeley* for her Jointure on Two certain Farms and Lands called respectively *Clifton Farm* and *Rocksavage Old Hall Farm*, in the said County Palatine of *Chester*; and the said Testator did thereby authorize, empower, and direct the said Lord *Robert Seymour* and *Thomas William Coke*, and the Survivor of them, his Heirs and Assigns, to make and execute all such Deeds and Instruments as Counsel should advise to be requisite for effectually charging and securing the said Annuity or Rent-charge of One thousand Pounds for and to the said Lady *Henry Cholmondeley* and her Assigns for her Life for her Jointure, and in lieu and exoneration as aforesaid, and to limit and create any Term or Term of Years for

further securing the same upon and out of the said Manors and other Hereditaments, and thereupon to procure the said Two Farms and Lands which on his the said Testator's said Son's Marriage he the said Testator so charged with an annual Sum or yearly Rent-charge of One thousand Pounds as aforesaid to be fully and completely exonerated and discharged therefrom; and subject thereto, to the Use of the First and every other Son of the said Lord *William Henry Hugh Cholmondeley* successively in Tail Male; with Remainder to the Use of the Third and every other Son of the said Testator thereafter to be born, and their respective Issue Male, in the Order and for the Estates therein-after mentioned, (that is to say,) every such Son respectively to take the same Hereditaments in the Order of his respective Birth, for his respective Life, without Impeachment of Waste; with Remainder to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs, during his Life, in Trust to preserve the contingent Remainders; with Remainder after his respective Decease to the Use of his First and other Sons successively in Tail Male; with Remainder to the Use of the said Testator's eldest Son the Right Honourable *George Horatio* Marquis of *Cholmondeley*, then commonly called Earl of *Rocksavage*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs, during the Life of the said *George Horatio* Marquis of *Cholmondeley*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and every other Son of the said *George Horatio* Marquis of *Cholmondeley* successively in Tail Male; with Remainder as to Two undivided Third Parts or Shares (the whole into Three equal Parts or Shares being considered as divided) of and in the said Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments in the said Counties of *Chester* and *Norfolk*, secondly thereby devised as aforesaid, to the Use of all and every the Daughter and Daughters of each of his the Testator's said Sons the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, as Tenants in Common in Tail General, with cross Remainders in Tail General between them; and if all such Daughters but One should die without Issue, or if there should be but One such Daughter, then to the Use of such only surviving or only Daughter in Tail General; with Remainder to the Use of the said Testator's right Heirs; and as to the other or remaining undivided Third Part or Share of and in the said Manors, Advowson, Messuages, Lands, Tenements, and Hereditaments in the said Counties of *Chester* and *Norfolk*, secondly thereby devised as aforesaid, to the Use of the said Testator's Daughter the Right Honourable Lady *Charlotte Seymour* Widow, and her Assigns, for her Life, without Impeachment of Waste; with Remainder to the Use of his the said Testator's Grandson *Hugh Horatio Seymour*, only Child of his said Daughter Lady *Charlotte Seymour*, and his Assigns, for his Life, without Impeachment of Waste; with Remainder to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs, during the Life of the said *Hugh Horatio Seymour*, in Trust to preserve the contingent Remainders; with Remainder to the Use of the First and other Sons of the said *Hugh Horatio Seymour* successively in Tail Male; with Remainder to the Use of the said

Testator's

Testator's Sister the Honourable *Hester Lisle* Widow, and the Heirs of her Body; with Remainder to the Use of the said Testator's right Heirs; and the said Testator did thereby declare his Will and Mind to be, that it should be lawful for the said Lord *William Henry Hugh Cholmondeley*, either during his then present Marriage, or before or after his Marriage with any Woman or Women whom he should thereafter marry or take to wife after the Decease of his then present Wife, by any Deed or Deeds, Writing or Writings, with or without Power of Revocation, to be by him sealed and delivered in the Presence of Two or more credible Witnesses, to direct, limit, or appoint to or to the Use of his then present Wife, or to or to the Use of any such Woman or Women whom he the said Lord *William Henry Hugh Cholmondeley* might thereafter happen to marry, for her or their Life or Lives, for her or their Jointure or Jointures, and in bar or without being in bar of her or their Dower, any annual Sum or yearly Rent-charge not exceeding, for his said then present Wife or for any One such Woman, Six hundred Pounds Sterling by the Year, Tax-free, and without any Deduction whatsoever, to be issuing out of and charged and chargeable upon all or any Parts or Part of the Hereditaments therein-before devised and limited in use to his (the said Testator's) said Second Son for Life, with Remainders over as aforesaid, with such Powers and Remedies for recovering such yearly Rent-charge or Sum when in arrear, and for defraying all Costs and Expences occasioned by Nonpayment thereof, as to the said Lord *William Henry Hugh Cholmondeley* should seem meet, and by the same or any other Deed or Deeds, Writing or Writings, executed as aforesaid, to limit and appoint, by way of Demise, all or any of the said Premises which it should be intended to charge with any such Jointure Rent-charge or Jointure Rent-charges as aforesaid to any Person or Persons, and his or their Executors, Administrators, and Assigns, for such Term or Terms of Years, for better securing the due Payment of any such Rent-charge or Rent-charges, to take effect immediately after the Death of him the said Lord *William Henry Hugh Cholmondeley*, as to him should seem meet, so as every such Term should be made determinable on the ceasing of the Rent-charge or Rent-charges thereby secured, and full Payment of all Arrears thereof, and all Costs and Expences occasioned by the Nonpayment thereof; and the said Testator thereby gave to his said Son Lord *William Henry Hugh Cholmondeley* such Power of charging with Portions for his Children by any future Marriage as therein mentioned; and the said Testator gave and devised unto the said Lord *Robert Seymour* and *Thomas William Coke* all his Freehold Manors, Advowsons, Rights of Presentation, and Patronage, Messuages, Farms, Lands, Tenements, and other Hereditaments in the said Counties of *Chester* and *Norfolk*, and all other Freehold Manors, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments in *Great Britain* or elsewhere of or to which the said Testator, or any Person or Persons in Trust for him, was or were seised for any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, (except his Manors, Advowson, and other Hereditaments therein-before devised, and also except such Estates as were vested in him upon any Trusts or by way of Mortgage,) to hold the same unto the said Lord *Robert Seymour*

Seymour and *Thomas William Coke*, their Heirs and Assigns, to the Uses, upon the Trusts, and for the Intents and Purposes, and under and subject to the Powers, Provisoos, and Declarations therein-after expressed and contained of and concerning the same; and in part herein-after mentioned; (that is to say,) as to such Turn of Presentation of and to the Parish Church of *Great Bircham* in the said County of *Norfolk* as should happen first and next after his Decease, to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, their Executors, Administrators, and Assigns, upon Trust to present the Reverend *Colin Campbell* to the said Parish Church of *Great Bircham* as Incumbent thereof, with all the Rights and Emoluments thereto belonging, if he the said *Colin Campbell* should be living at that Time, and willing to be presented thereto; and subject thereto, as to all such of the said Hereditaments lastly therein-before devised as were situate, lying, and being or arising in the said County of *Norfolk*, with their Rights, Members, and Appurtenances, to the Use and Intent that the several Persons therein named might have and take certain Annuities or yearly Rent-charges therein mentioned for their respective Lives, to be issuing out of and charged upon all the said Manors and other Hereditaments in the said County of *Norfolk* lastly therein-before devised (except as before excepted), with the usual Powers of Distress and Entry for enforcing the Payment of the same respectively; and as to the said Manors and other Hereditaments in the said County of *Norfolk* lastly therein-before devised, subject and chargeable as therein-before was mentioned, to the Use of the Right Honourable *Peter Robert* Lord *Gwydir* and the Right Honourable *John George* Earl of *Durham* (then *John George Lambton* Esquire), their Executors, Administrators, and Assigns, for the Term of One thousand Years, upon the Trusts therein mentioned; and as to the same Hereditaments in the said County of *Norfolk*, immediately after the Expiration of the said Term of One thousand Years, and subject and chargeable as therein-before mentioned, and as to all and singular other the Hereditaments lastly therein-before devised, with their respective Rights, Members, and Appurtenances, to the Use of his the said Testator's eldest Son the said *George Horatio* Marquis of *Cholmondeley*, and his Assigns, during his Life, with several Remainders over; provided always, and the said Testator did thereby declare his Will and Mind to be, that if the Trustees nominated and appointed in and by his said Will, or any Trustee or Trustees to be appointed in the Stead or Place of them or any of them, as therein-after mentioned, should die, or be desirous of being discharged from, or refuse or decline or become incapable, by Absence or otherwise, to act in the Trusts and Powers thereby reposed in them respectively, before the said Trusts should be fully executed, performed, or discharged, then and in such Case, and when and so often as the same should happen, it should be lawful for the Person or Persons who by virtue of or under his said Will should be the actual Tenant for Life or in Tail of his Estates in *Norfolk* lastly therein-before devised in strict Settlement to his the said Testator's eldest Son for his Life, with Remainders over as afore-said, if such Person should be of full Age, but if such Person should be under Age, then for his, her, or their Guardian or Guardians for the Time being, from Time to Time to nominate, substitute, or appoint

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any Person or Persons to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or desiring to be discharged, or refusing, declining, or becoming incapable to act; and that when and so often as any new Trustee or Trustees should be nominated and appointed as aforesaid all the aforesaid devised Real Estates should be thereupon with all convenient Speed conveyed in such Sort and Manner, and so as that the same should and might be legally and effectually vested in the surviving or continuing Trustee or Trustees of the same Estates respectively and such new or other Trustee or Trustees, or if there should be no continuing Trustee or Trustees of the same, then in such new Trustees only, to the same Uses, and upon the same Trusts, and to and for the same Intents and Purposes as were therein-before declared of and concerning the Estates respectively the Trustee or Trustees whereof should so die, or be desirous of being discharged, or refuse, decline, or be incapable to act as aforesaid, or such of them as should be then subsisting or capable of taking effect, which Conveyances the Person and Persons thereby authorized to nominate and appoint such new Trustee or Trustees as aforesaid was or were thereby empowered to make and execute accordingly; and the Testator did declare his Will and Mind to be, that every such new Trustee or Trustees, and his and their Heirs, Executors, Administrators, and Assigns, should and might in all Things act and assist in the Management, carrying on, and Execution of the Trusts and Powers to which he or they should be so appointed in conjunction with the other then surviving or continuing Trustee or Trustees of the same Estates respectively, if there should be any such surviving or continuing Trustee or Trustees, if not, then by himself or themselves respectively, as fully and effectually, and with all the same Powers and Authorities, to all Intents, Effects, Constructions, and Purposes whatsoever, as if he or they had been originally in and by his said Will nominated a Trustee or Trustees for the Purposes for which such new Trustee or Trustees respectively should be appointed a Trustee or Trustees, and as the Trustee or Trustees in his said Will named, his or their Heirs, Executors, or Administrators, in or to whose Place such new Trustee or Trustees should respectively come or succeed, were or was enabled to do, or could or might have done, under and by virtue of his said Will, if then living and continuing to act in the Trusts and Powers thereby in them or him reposed: And whereas the said Testator by Two Codicils to his said Will, which Codicils bear Date respectively on or about the Twelfth Day of *August* One thousand eight hundred and twenty-five and the Nineteenth Day of *October* One thousand eight hundred and twenty-six, bequeathed certain Legacies to certain Persons therein respectively named, but the Devises in his said Will, and herein-before recited, were not in anywise affected by the same Codicils or either of them: And whereas the said Testator by another Codicil to his said Will, which Codicil bears Date on or about the Tenth Day of *March* One thousand eight hundred and twenty-seven, and was duly executed so as to pass Real Estates, revoked the Trust declared in his said Will relating to the Presentation of the said *Colin Campbell* to the said Parish Church of *Great Bircham*, and devised, declared, and directed that the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs and Assigns, should stand

Codicils
dated
12th August
1825 and
19th October
1826.

Codicil dated
10th March
1827.

seised or possessed of the said Freehold Manors, Advowsons, Rights of Presentation and Patronage, Messuages, Farms, Lands, Tenements, and other Hereditaments in the said Counties of *Chester* and *Norfolk*, except his Manors, Advowsons, and other Hereditaments devised by his said Will before the Devise to his eldest Son the said *George Horatio* Marquis of *Cholmondeley* for Life, with Remainders over in strict Settlement as aforesaid, and except such Estates as were vested in the said Testator upon any Trusts or by way of Mortgage, to the Uses, upon the Trusts, and for the Ends, Intents, and Purposes therein-after expressed or referred to of and concerning the same; (that is to say,) as to such Turn of Presentation of and to the Parish Churches of *Bircham Tofts* and *Bircham Newton* in the said County of *Norfolk* as should happen first and next after the said Testator's Decease, to the Use of the said Lord *Robert Seymour* and *Thomas William Coke*, their Executors, Administrators, and Assigns, upon the Trusts therein mentioned, and subject thereto, as to all the same Manors, Advowsons, Rights of Presentation and Patronage, Messuages, Farms, Lands, Tenements, and Hereditaments, with their respective Appurtenances, except as aforesaid, to the same Uses, upon such and the same Trusts, and to and for the same Ends, Intents, and Purposes, and under and subject to the same Powers, Provisoos, and Declarations, and otherwise, as were mentioned, limited, expressed, and declared in and by his said Will of and concerning the same, except so far as the same might be altered, varied, and changed by the Revocation next therein-after contained, which only affected certain Estates in the said County of *Chester*; and the said Testator thereby ratified and confirmed his said Will in all respects, except so far as the same was revoked or altered by the Codicil now in recital: And whereas the said Testator died on or about the Tenth Day of *April* One thousand eight hundred and twenty-seven without having revoked or altered his said Will save by the said Codicils: And whereas by an Indenture bearing Date the Twentieth Day of *July* One thousand eight hundred and twenty-seven, and made or expressed to be made between the said Lord *William Henry Hugh Cholmondeley* of the First Part, the said Lady *Henry Cholmondeley* of the Second Part, and the said *George Horatio* Marquis of *Cholmondeley* and *John Motteux* of *Beachamwell* in the County of *Norfolk*, Esquire, of the Third Part, after reciting the herein-before in part recited Will of the said *George James* Marquis of *Cholmondeley*, it is witnessed, that the said Lord *William Henry Hugh Cholmondeley*, pursuant to and by force and virtue and in exercise and execution of the said Power or Authority in that Behalf given or limited to him in and by the said Will of the said *George James* Marquis of *Cholmondeley*, and of all other Powers and Authorities whatsoever in anywise enabling him in that Behalf, did direct, limit, and appoint unto the said Lady *Henry Cholmondeley* and her Assigns, in case she should happen to survive him, for and during the Term of her natural Life, One annual Sum or yearly Rent-charge of Six hundred Pounds, exclusive of and in addition to the said annual Sum or yearly Rent-charge of One thousand Pounds limited to her by the said Will of the said *George James* Marquis of *Cholmondeley*, yearly issuing, going, and payable out of and charged and chargeable upon all and singular the said Manors and

Death of
Testator,
10th April
1827.

Indenture of
20th July
1827.

and Hereditaments by the said Will limited in use to the said Lord *William Henry Hugh Cholmondeley* for Life, with Remainders over as aforesaid, (except the said Advowson or Right of Patronage and Presentation of, in, and to the Church of *Barrow* aforesaid,) subject to the aforesaid annual Sum or yearly Rent-charge of One thousand Pounds, and to be payable and paid to the said Lady *Henry Cholmondeley* and her Assigns at or in the common Dining-hall of *Lincoln's Inn* in the County of *Middlesex*, on the Days therein mentioned, by even and equal Portions, without any Deduction or Abatement whatsoever thereout, or out of any Part thereof, for or in respect of any Taxes, Charges, Rates, Impositions, or Assessments whatsoever, the first quarterly Payment of the same annual Sum or yearly Rent-charge to become due and to be paid on such of the said Days of Payment as should happen next after the Decease of the said Lord *William Henry Hugh Cholmondeley*, and the said annual Sum or yearly Rent-charge of Six hundred Pounds, in common with all or any other Provisions theretofore or to be thereafter made for the said Lady *Henry Cholmondeley* under the like Direction, to be for and in the Name or in the Nature of a Jointure for her in lieu, bar, recompence, and full satisfaction of Dower or Thirds and Freebench at the Common Law, by Custom, or otherwise, with usual Powers of Distress and Entry for further securing the same annual Sum or yearly Rent-charge of Six hundred Pounds; and it is by the said Indenture now in recital also witnessed, that for the better securing the Payment of the said annual Sum or yearly Rent-charge the said Lord *William Henry Hugh Cholmondeley*, in pursuance and in exercise and execution of the Power and Authority to him in that Behalf given or limited in and by the said in part recited Will, and of every other Power, Right, and Authority in anywise enabling him in that Behalf, did direct, limit, appoint, and demise unto the said *George Horatio Marquis of Cholmondeley* and *John Motteux*, their Executors, Administrators, and Assigns, all and singular the said Manors, Messuages, Farms, Lands, Tenements, and Hereditaments thereby charged with the said annual Sum or yearly Rent-charge of Six hundred Pounds as aforesaid, with their respective Rights, Members, and Appurtenances, to hold the same, subject nevertheless to the said annual Sum or yearly Rent-charge of One thousand Pounds by the said Will of the said *George James Marquis of Cholmondeley* limited to the Use of the said Lady *Henry Cholmondeley* as aforesaid, and the Powers or Remedies and Term or Terms for Years by the said Will, or which had been or should be created in pursuance thereof, for better securing the same annual Sum or yearly Rent-charge unto the said *George Horatio Marquis of Cholmondeley* and *John Motteux*, their Executors, Administrators, and Assigns, for the Term of Three hundred Years, to commence and be computed from the Decease of the said Lord *William Henry Hugh Cholmondeley* (subject nevertheless as aforesaid), and thence next ensuing, without Impeachment of Waste, upon the Trusts therein mentioned, for further securing the said annual Sum or yearly Rent-charge of Six hundred Pounds: And whereas the said Lord *Robert Seymour* died on or about the Twenty-fourth Day of *November* One thousand eight hundred and thirty-one: And whereas by an Indenture bearing Date the Fourth Day of *June* One thousand eight hundred

hundred and thirty-four, and made or expressed to be made between the said *George Horatio* Marquis of *Cholmondeley* of the First Part, the said Lord *William Henry Hugh Cholmondeley* of the Second Part, the said *Thomas William Coke* of the Third Part, the said *John Motteux* and *George Finch* of *Burley-on-the-Hill* in the County of *Rutland*, Esquire, of the Fourth Part, and *Richard Groom* of *Henrietta Street, Cavendish Square*, in the County of *Middlesex*, Esquire, of the Fifth Part, after reciting the herein-before in part recited Will and Codicils, and reciting the Death of the said Lord *Robert Seymour*, and also reciting that the said *Thomas William Coke* was desirous of being discharged from the Trusts so as aforesaid reposed in him by the said Will and the said Third Codicil thereto, as he did thereby testify and declare, it is witnessed, that by force and virtue and in exercise and execution of the Power or Authority or Powers or Authorities for that Purpose by virtue of the said Will and the said Third Codicil respectively vested in the said *George Horatio* Marquis of *Cholmondeley* as the Person who, by virtue of or under the said Will and Third Codicil respectively, was the actual Tenant for Life of the said Estates in *Norfolk* lastly by the said Will devised in strict Settlement to the said Testator's said eldest Son for his Life, with Remainders over as aforesaid, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said *George Horatio* Marquis of *Cholmondeley* did nominate, substitute, and appoint the said *John Motteux* and *George Finch* to be Trustees in the Stead or Place of the said Lord *Robert Seymour* and *Thomas William Coke*, for such of the Purposes for which the said Lord *Robert Seymour* and *Thomas William Coke* were by virtue of the said Will and the said Third Codicil thereto respectively appointed or made Trustees as then remained to be performed or carried into effect; and by the same Indenture, in pursuance of the Direction in that Behalf contained in the said Will, and in exercise and execution of the Power or Authority or Powers or Authorities for that Purpose by virtue of the said Will and the said Third Codicil thereto respectively vested in the said *George Horatio* Marquis of *Cholmondeley* as the Person by the said Will authorized to nominate and appoint such new Trustees as aforesaid, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said *George Horatio* Marquis of *Cholmondeley* did revoke, determine, and make void the Uses, Trusts, Intents, and Purposes, Powers, Provisoes, and Declarations in and by the said Will and the said Third Codicil thereto respectively, or either of them, limited, created, declared, or expressed of and concerning the said Freehold Manors or Lordships, Hereditaments and Premises, devised or expressed to be devised by the same Will and Third Codicil respectively, or either of them, unto the said Lord *Robert Seymour* and *Thomas William Coke*, their Heirs and Assigns, and which were then subsisting undetermined or capable of taking effect, and also (so far as he lawfully could or might) the Uses, Trusts, Powers, and Provisoes limited or declared in and by the said therein in part recited Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-seven; and by the same Indenture, in pursuance of the Direction in that Behalf contained in the said Will, and in exercise and execution of the Power or Authority or Powers or Authorities for that Purpose by virtue of the said

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Will

Will and the said Third Codicil thereto respectively vested in him the said *George Horatio* Marquis of *Cholmondeley* as the Person by the said Will authorized to nominate and appoint such new Trustees as aforesaid, and of every or any other Power or Authority in anywise enabling him in that Behalf, he the said *George Horatio* Marquis of *Cholmondeley* did appoint and convey unto the said *Richard Groom*, his Heirs and Assigns, all and singular the Freehold Manors or Lordships, Hereditaments and Premises, by the said Will and the said Third Codicil thereto respectively, or either of them, devised or expressed to be devised to the said Lord *Robert Seymour* and *Thomas William Coke*, their Heirs and Assigns, for an Estate in Fee Simple, to the Uses, and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, Conditions, and Declarations therein respectively expressed, declared, and contained, or referred to, of and concerning the same respectively (save and except the Estates which were vested in the said Testator by way of Mortgage or upon any Trusts), to hold the same unto and to the Use of the said *Richard Groom*, his Heirs and Assigns for ever, in Trust and to the Intent that he the said *Richard Groom* might forthwith convey the same unto the said *John Motteux* and *George Finch*, and their Heirs, to the Uses, upon the Trusts, and to and for the Intents and Purposes; and with, under, and subject to the Powers, Provisoos, and Declarations upon, for, with, under, and subject to which the same Premises would then, under or by virtue of the said Will and the said Third Codicil thereto and the said Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-seven stand limited in case the said Indenture now in recital had not been made or executed, and the Names of the said *John Motteux* and *George Finch* had been inserted in the said Will and the said Third Codicil thereto instead of the Names of the said Lord *Robert Seymour* and *Thomas William Coke*, and the said Freehold Manors or Lordships, Hereditaments and Premises, instead of being devised by the said Will and the said Third Codicil thereto respectively to the said Lord *Robert Seymour* and *Thomas William Coke*, their Heirs and Assigns, had been thereby devised to the said *John Motteux* and *George Finch*, their Heirs and Assigns, and the Estates, Trusts, Powers, and Authorities which by the said Will and the said Third Codicil thereto respectively, or either of them, were limited or given to or reposed in the said Lord *Robert Seymour* and *Thomas William Coke*, and their Heirs, or to or in the said Lord *Robert Seymour* and *Thomas William Coke*, their Executors, Administrators, and Assigns, or to or in the said Lord *Robert Seymour* and *Thomas William Coke*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, had respectively been limited or given to or reposed in the said *John Motteux* and *George Finch*, and their Heirs, or to or in the said *John Motteux* and *George Finch*, their Executors, Administrators, and Assigns, and to or in the said *John Motteux* and *George Finch*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, and the said Will had been referred to by the said Third Codicil accordingly: And whereas by Indentures of Lease and Release bearing Date respectively the Twenty-ninth and Thirtieth Days of *July* One thousand eight hundred and thirty-four, and respectively indorsed on the said Indenture of the Fourth Day of

Indentures,
29th and 30th
July 1834.

June One thousand eight hundred and thirty-four, the Release being made or expressed to be made between the said *Richard Groom* of the First Part, the said *George Horatio* Marquis of *Cholmondeley* of the Second Part, and the said *John Motteux* and *George Finch* of the Third Part, in performance of the Trust in that Behalf reposed in the said *Richard Groom* by the said last-mentioned Indenture, all and singular the Manors or Lordships and other Hereditaments by the said Indenture of the Fourth Day of *June* One thousand eight hundred and thirty-four appointed and conveyed, or expressed to be appointed and conveyed, by the said *George Horatio* Marquis of *Cholmondeley* to the said *Richard Groom*, his Heirs and Assigns, with their Rights, Members, and Appurtenances, were conveyed by the said *Richard Groom* unto the said *John Motteux* and *George Finch*, and their Heirs, to the Uses, upon the Trusts, and to and for the Intents and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, upon, for, with, under, and subject to which the same Premises would then, under or by virtue of the said Will of the said *George James* Marquis of *Cholmondeley* and the said Third Codicil thereto and the said Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-seven, stand limited in case the said Indenture of the Fourth Day of *June* One thousand eight hundred and thirty-four had not been made or executed, and the Names of the said *John Motteux* and *George Finch* had been inserted in the said Will and the said Third Codicil thereto instead of the Names of the said Lord *Robert Seymour* and *Thomas William Coke*, and the same Manors or Lordships, Hereditaments and Premises, instead of being devised by the said Will and the said Third Codicil thereto respectively to the said Lord *Robert Seymour* and *Thomas William Cope*, their Heirs and Assigns, had been thereby devised to the said *John Motteux* and *George Finch*, their Heirs and Assigns, and the Estates, Trusts, Powers, and Authorities which by the said Will and the said Third Codicil thereto respectively, or either of them, were limited or given to or reposed in the said Lord *Robert Seymour* and *Thomas William Coke* and their Heirs, or to or in the said Lord *Robert Seymour* and *Thomas William Coke*, their Executors, Administrators, and Assigns, or to or in the said Lord *Robert Seymour* and *Thomas William Coke*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, had respectively been limited or given to or reposed in the said *John Motteux* and *George Finch* and their Heirs, and to or in the said *John Motteux* and *George Finch*, their Executors, Administrators, and Assigns, and to or in the said *John Motteux* and *George Finch*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor: And whereas by an Indenture bearing Date the Tenth Day of *March* One thousand eight hundred and thirty-five, and made or expressed to be made between the said *John Motteux* and *George Finch* of the First Part, the said Lady *Henry Cholmondeley* (therein called Lady *William Henry Hugh Cholmondeley*) of the Second Part, and the Most Noble *Arthur* Duke of *Wellington* and *Henry Arbuthnot* Esquire of the Third Part, reciting (amongst other Things) an Indenture bearing Date the said Twentieth Day of *July* One thousand eight hundred and twenty-seven, and made or expressed to be made between the said Lord *Robert Seymour* and

Indenture,
10th March
1835.

Thomas

Thomas William Coke of the First Part, the said Lady *Henry Cholmondeley* of the Second Part, and the said *Arthur Duke of Wellington* and *Henry Arbuthnot* of the Third Part, indorsed on the Settlement therein recited (being a Settlement executed on the Marriage of the said Lord *William Henry Hugh Cholmondeley* and Lady *Henry Cholmondeley*), and in and by such indorsed Indenture the said Manors and other Hereditaments by the said Will of the said *George James Marquis of Cholmondeley* devised and limited to the Use of the said Lord *William Henry Hugh Cholmondeley* and his Assigns for his Life, as therein-before mentioned, were expressed and were intended to be by the said Lord *Robert Seymour* and *Thomas William Coke* charged with an annual Sum or yearly Rent-charge of One thousand Pounds for the said Lady *Henry Cholmondeley*, and limited to the said *Arthur Duke of Wellington* and *Henry Arbuthnot*, their Executors, Administrators, and Assigns, for a Term of Two hundred Years, for further securing the same, pursuant to the Power and Direction in that Behalf contained in the said Will, and reciting the Death of the said Lord *Robert Seymour* without having executed the said indorsed Indenture, it is witnessed, that the said *John Motteux* and *George Finch* did, in pursuance of the Power, Direction, and Authority in the said Will of the said *George James Marquis of Cholmondeley* in that Behalf contained, direct, limit, and appoint that the said Lady *Henry Cholmondeley* and her Assigns, in case she should survive the said Lord *William Henry Hugh Cholmondeley*, should (in lieu and substitution for the said annual Sum or yearly Rent-charge of One thousand Pounds so charged and secured to the said Lady *Henry Cholmondeley* on her Marriage, as in the said Will is mentioned,) have, receive, and take during her Life (in addition to the said annual Sum or yearly Rent-charge of Six hundred Pounds limited by the said recited Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-seven) One Annuity or Rent-charge or clear yearly Sum of One thousand Pounds, the said annual Sum or Rent-charge of One thousand Pounds to be in full for the Jointure of the said Lady *Henry Cholmondeley*, and in lieu, bar, and satisfaction of all Dowers or Thirds and Freebench which at Common Law, or by Custom or otherwise, she might otherwise have, claim, or demand in or out of all or any Lands or Hereditaments of which the said Lord *William Henry Hugh Cholmondeley* then was or should, during the Coverture of the said Lady *Henry Cholmondeley*, be seised for any Estate of Inheritance or any other Estate to which Dower or Freebench is incident, and to be chargeable upon and yearly issuing and payable out of all and singular the said Manors, Messuages, Lands, Tenements, and other Hereditaments by the said Will of the said *George James Marquis of Cholmondeley* devised and limited to the Use of the said Lord *William Henry Hugh Cholmondeley* and his Assigns for his Life as herein-before is mentioned, and to be paid at such Times and in such Manner, and with such Powers of Distress and Entry, as in the said Indenture now in recital are particularly mentioned; and by the same Indenture it was also witnessed, that, for further securing the Payment to the said Lady *Henry Cholmondeley* and her Assigns of the said annual Sum or Rent-charge of One thousand Pounds thereby limited, they the said *John Motteux* and *George Finch* did,

in

in pursuance and performance of the Trust, Direction, and Authority in that Behalf expressed in the said Will of the said *George James Marquis of Cholmondeley*, direct, limit, and appoint, and also demise unto the said *Arthur Duke of Wellington* and *Henry Arbuthnot*, their Executors, Administrators, and Assigns, all and singular the said Manors, Hereditaments, and Premises by the said Will of the said *George James Marquis of Cholmondeley* devised or limited to the Use of the said Lord *William Henry Hugh Cholmondeley* and his Assigns during his Life, as herein-before is mentioned, with their Rights, Members, and Appurtenances, to hold the same unto the said *Arthur Duke of Wellington* and *Henry Arbuthnot*, their Executors, Administrators, and Assigns, for the Term of Two hundred Years, to commence and be computed from the Decease of the said Lord *William Henry Hugh Cholmondeley*, and thence next ensuing, without Impeachment of Waste, upon Trust by the Ways and Means therein mentioned to secure Payment to the said Lady *Henry Cholmondeley* of the said annual Sum or Rent-charge of One thousand Pounds thereby limited during her Life: And whereas the said Lord *William Henry Hugh Cholmondeley* hath Issue Two Sons, namely, *Charles George Cholmondeley* and *Henry Vere Cholmondeley*, and Two Daughters, namely, *Charlotte Georgiana Cholmondeley* and *Marcia Susan Harriet Cholmondeley*, who are all Infants of tender Years, and hath no other Issue: And whereas the said *George James Marquis of Cholmondeley* did not leave Issue any other Son than the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley*: And whereas the said *George Horatio Marquis of Cholmondeley* hath no Issue: And whereas the said Lady *Charlotte Seymour* departed this Life on or about the Twenty-first Day of *June* One thousand eight hundred and twenty-eight: And whereas the said *Hugh Horatio Seymour* is an Infant of the Age of Thirteen Years: And whereas by an Order made by his Honour the Vice-Chancellor of *England*, bearing Date the Twenty-sixth Day of *June* One thousand eight hundred and twenty-nine, it was ordered that the Most Honourable *Georgina Charlotte Dowager Marchioness of Cholmondeley* (the Widow and Relict of the said *George James Marquis of Cholmondeley*), the said *George Horatio Marquis of Cholmondeley*, the said Lord *William Henry Hugh Cholmondeley*, and Sir *George Francis Seymour* Knight Companion of the Royal and Military Order of the Bath, then *George Francis Seymour* Esquire, should be appointed Guardians of the said *Hugh Horatio Seymour* the Infant during his Minority, or until the further Order of the Court: And whereas the said *Hester Lisle* departed this Life on or about the Twenty-sixth Day of *November* One thousand eight hundred and twenty-eight, leaving *Charles George James Arbuthnot* Esquire, a Lieutenant Colonel in His Majesty's Army, the Heir of her Body, the said *Charles George James Arbuthnot* being the eldest Son of *Marcia Mary Ann Arbuthnot* deceased, the late Wife of the Right Honourable *Charles Arbuthnot*, one of His Majesty's Most Honourable Privy Council, which said *Marcia Mary Ann Arbuthnot* was the only Child of the said *Hester Lisle* who left Issue: And whereas certain Parts of the said Hereditaments at *Netherton* and *Huxley* aforesaid devised by the said Will of the said *George James Marquis of Cholmondeley* to the said Lord *William Henry Hugh Cholmondeley*, his Heirs and

[Private.] t t Assigns,

Assigns, are particularly mentioned and comprised in the First Schedule to this Act: And whereas the said Hereditaments at or in the Place and Parish of *Broomsthorpe* aforesaid, and the said Hereditaments called or known by the Name of the *Castle Rising* Estate, respectively devised by the said Will of the said *George James* Marquis of *Cholmondeley* to the said Lord *William Henry Hugh Cholmondeley* and his Assigns during his Life, with such Remainders over as aforesaid, are particularly mentioned and comprised in the Second Schedule to this Act: And whereas the principal Part of the Estates devised by the said Will of the said *George James* Marquis of *Cholmondeley* to the said Lord *William Henry Hugh Cholmondeley* for his Life, with such Remainders over as aforesaid, is situate at *Barrow* aforesaid, in the said County Palatine of *Chester*, from which Place *Netherton* and *Huxley* aforesaid are at an inconsiderable Distance: And whereas the said Hereditaments at or in the Parish and Place of *Broomsthorpe* aforesaid, and the said Hereditaments called or known by the Name of the *Castle Rising* Estate, are respectively at a great Distance from the said Estate at *Barrow*: And whereas the said Hereditaments particularly mentioned and comprised in the said First Schedule to this Act have been valued by *Henry Cornelius Wright* of *Tavistock Street, Covent Garden*, in the County of *Middlesex*, Gentleman, a Surveyor, at the Sum of Eighteen thousand four hundred and thirty-one Pounds and Fifteen Shillings: And whereas the said Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act have been valued by the said *Henry Cornelius Wright* at the Sum of Sixteen thousand three hundred and sixty-five Pounds: And whereas it would be greatly for the Benefit of the several Persons interested in the said Estates devised by the said Will of the said *George James* Marquis of *Cholmondeley* to the said Lord *William Henry Hugh Cholmondeley* for his Life, with such Remainders over as aforesaid, if the said Hereditaments particularly mentioned and comprised in the said First Schedule to this Act were exchanged for the said Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, and the said Lord *William Henry Hugh Cholmondeley* is desirous that such Exchange should be made; and the said Lord *William Henry Hugh Cholmondeley*, on behalf of his said infant Children the said *Charles George Cholmondeley*, *Henry Vere Cholmondeley*, *Charlotte Georgiana Cholmondeley*, and *Marcia Susan Harriet Cholmondeley*, and the said *Marcia Emma Georgiana Cholmondeley* his Wife, for herself, and the said *George Horatio* Marquis of *Cholmondeley* for himself, and the said *Georgina Charlotte* Marchioness Dowager of *Cholmondeley*, the said *George Horatio* Marquis of *Cholmondeley*, the said Lord *William Henry Hugh Cholmondeley*, and the said *Sir George Francis Seymour* (as Guardians of the said *Hugh Horatio Seymour*), and the said *Charles George James Arbuthnot*, are consenting to the same Exchange; but the same cannot be effected without the Aid and Authority of Parliament: Wherefore Your Majesty's most dutiful and loyal Subjects the said Lord *William Henry Hugh Cholmondeley*, on behalf of himself and his infant Children the said *Charles George Cholmondeley*, *Henry Vere Cholmondeley*, *Charlotte Georgiana Cholmondeley*, and *Marcia Susan Harriet Cholmondeley*, the said *Marcia Emma Georgiana Cholmondeley*, the said *George Horatio* Marquis of *Cholmondeley*,

ley, and the said *Georgina Charlotte* Dowager Marchioness of *Cholmondeley*, *George Horatio* Marquis of *Cholmondeley*, Lord *William Henry Hugh Cholmondeley*, and Sir *George Francis Seymour* (as Guardians of the said *Hugh Horatio Seymour*), and the said *Charles George James Arbuthnot*, do most humbly beseech Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all and singular the Messuages, Lands, Tenements, and Hereditaments particularly mentioned and comprised in the said First Schedule to this Act, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Coach-houses, Cottages, Yards, Gardens, Orchards, Backsides, Tofts, Lands, Meadows, Pastures, Commons, Common of Pasture, Common of Turbary, Mines, Minerals, Quarries, Furzes, Trees, Woods, Underwoods, Coppices, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Liberties, Privileges, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the same Messuages, Lands, Tenements, Hereditaments, and Premises belonging or in anywise appertaining, or with the same or any of them respectively now or at any Time heretofore demised, leased, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them, or any Part of them, or appurtenant thereto, with their and every of their Appurtenances, shall, from and immediately after the passing of this Act, be settled and go and remain to the Uses, upon and for the Trusts, Intents, and Purposes, and with, under, and subject to the Powers, Provisoos, and Declarations, to, upon, for, with, under, and subject to which the said Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act were and stood limited and settled immediately before the passing of this Act under or by virtue of the said in part recited Will of the said *George James* Marquis of *Cholmondeley*, the said Third Codicil thereto, and the several herein-before in part recited Indentures of the Twentieth Day of *July* One thousand eight hundred and twenty-seven, the Fourth Day of *June* One thousand eight hundred and thirty-four, the Twenty-ninth and Thirtieth Days of *July* One thousand eight hundred and thirty-four, and the Tenth Day of *March* One thousand eight hundred and thirty-five, in lieu of and in exchange for the Hereditaments comprised in the Second Schedule to this Act.

Hereditaments mentioned in the First Schedule to be settled to the Uses and upon the Trusts to which the Hereditaments mentioned in the Second Schedule were subject immediately before the passing of this Act, in exchange for them.

II. And be it further enacted, That all and singular the Messuages, Lands, Tenements, and Hereditaments particularly mentioned and comprised in the Second Schedule to this Act, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Coach-houses, Cottages, Yards, Gardens, Orchards, Backsides, Tofts, Lands, Meadows, Pastures, Commons, Common of Pasture, Common of Turbary, Mines, Minerals, Quarries, Furzes, Trees, Woods, Underwoods, Coppices, and the Ground and Soil thereof, Mounds, Fences, Hedges, Ditches, Ways, Waters, Watercourses, Liberties, Easements, Profits, Commodities, Emoluments, Hereditaments, and Appurtenances whatsoever to the same Messuages, Lands, Tenements,

Hereditaments mentioned in the Second Schedule to be vested in Lord *William Henry Hugh Cholmondeley* in Fee Simple, in exchange for the Hereditaments

comprised in
the First
Schedule to
this Act.

ments, Hereditaments, and Premises belonging or in anywise appertaining, or with the same or any of them respectively now or at any Time heretofore demised, leased, held, used, occupied, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member of them, or any Part of them, or appurtenant thereunto, with their and every of their Appurtenances, shall, from and immediately after the passing of this Act, be settled upon and vested in the said Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns for ever, freed and discharged of and from the Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations to, for, upon, with, under, and subject to which the same Premises were and stood limited and settled immediately before the passing of this Act under or by virtue of the said in part recited Will of the said *George James Marquis of Cholmondeley*, the said Third Codicil thereto, and the several herein-before in part recited Indentures of the Twentieth Day of *July* One thousand eight hundred and twenty-seven, the Fourth Day of *June* One thousand eight hundred and thirty-four, the Twenty-ninth and Thirtieth Days of *July* One thousand eight hundred and thirty-four, and the Tenth Day of *March* One thousand eight hundred and thirty-five, or any of them, in lieu of and in exchange for the said Hereditaments comprised in the said First Schedule to this Act.

Eviction
Clause.

III. Provided always, and be it further enacted, That if the Hereditaments respectively hereby vested or settled in exchange as aforesaid, or any of them, or any Part thereof respectively, shall at any Time or Times hereafter, by or under any Right or Title precedent to the passing of this Act, be lawfully evicted or taken away out of the Possession or Seisin of the Person or Persons, his or their respective Heirs or Assigns, in or upon whom or to whose Use the same Premises are hereby respectively vested and settled, then and in every such Case it shall and may at any Time after such Eviction or taking away of the Possession or Seisin aforesaid be lawful to and for all and every the Person and Persons, and his or their Heirs or Assigns, out of whose Possession or Seisin such Hereditaments shall be so lawfully evicted or taken away, to enter into and upon the Hereditaments hereby vested and settled in exchange for the Hereditaments which shall be so evicted or taken away as aforesaid, and the same to have, hold, and enjoy again as in his or their first and former Estate, Right, and Title, and as if this Act had not been passed; any thing in this Act contained to the contrary thereof in anywise notwithstanding.

General
Saving.

IV. Saving always to the King's most Excellent Majesty, His Heirs and Successors, and to all and every other Persons and Person, Bodies Politic and Corporate, and their respective Heirs, Successors, and Assigns, (other than and except the said Lord *William Henry Hugh Cholmondeley* and his Heirs, and the said *Marcia Emma Georgiana Cholmondeley* the Wife of the said Lord *William Henry Hugh Cholmondeley*, and the first and other Sons, and the said Lord *William Henry Hugh Cholmondeley*, and the Heirs Male of the Body and respective Bodies of such first and other Sons, and the said *George Horatio Marquis of Cholmondeley*, and his first and other Sons, and

the Heirs Male of the Body and respective Bodies of such first and other Sons, and the Daughters of the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley* respectively, and the Heirs of their respective Bodies, and the said *Hugh Horatio Seymour* and his first and other Sons, and the Heirs Male of the Body and respective Bodies of such first and other Sons, and the said *Charles George James Arbuthnot* and the Heirs of his Body, and the said *George Horatio* Marquis of *Cholmondeley* and *John Motteux* as such Trustees as aforesaid, and the said *Arthur* Duke of *Wellington* and *Henry Arbuthnot* as such Trustees as aforesaid, and the said *John Motteux* and *George Finch* as such Trustees as aforesaid, and all and every other Persons and Person claiming or to claim any Estate, Right, Title, or Interest at Law or in Equity of, in, to, or out of the said Hereditaments particularly mentioned and comprised in the said Second Schedule to this Act, or any of them, or any Part or Parts thereof, under or by virtue of the said Will of the said *George James* Marquis of *Cholmondeley*, the said Third Codicil thereto, the said Indenture of the Twentieth Day of *July* One thousand eight hundred and twenty-seven, the said Indenture of the Fourth Day of *June* One thousand eight hundred and thirty-four, the said Indentures of the Twenty-ninth and Thirtieth Days of *July* One thousand eight hundred and thirty-four, and the said Indenture of the Tenth Day of *March* One thousand eight hundred and thirty-five, or any of them, and the right Heirs of the said *George James* Marquis of *Cholmondeley*,) all such Right, Title, Interest, Claim, or Demand whatsoever of, in, to, or out of the said Hereditaments and Premises hereinbefore respectively settled and vested in exchange, or any of them, or any Part or Parts thereof, as they, every or any of them, had before the passing of this Act, or could or might have held or enjoyed in case this Act had not been passed.

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

Act to be
printed by
the King's
Printers.

The FIRST SCHEDULE to which the above Act refers.

NETHERTON AND HUXLEY IN THE COUNTY PALATINE
OF CHESTER.

Netherton.

| Description. | Quantities. | Annual Rent. | Annual Value. | Land Tax deducted. |
|---|-------------|---|---------------|--------------------|
| | A. R. P. | £ s. d. | £ s. d. | £ s. d. |
| Late Part of NANGREAVE'S Tenement. | | | | |
| A Messuage, Farm Buildings, with Blacksmith's Shop, Cottage, Yards, and Garden. | 0 3 30 | } Let with other Lands at an entire Rent. | } 40 15 2 | } 1 10 4 |
| Intake beyond the Toll Bar | 4 1 20 | | | |
| Hare Hill, joins the above | 3 1 6 | | | |
| Chracker, Left of Road leading to Goodcroft. | 2 1 20 | | | |
| Two Allotments in One, not far from Hoose Stone Quarry. | 3 2 14 | | | |
| Common Allotments, join the Hill | 5 3 34 | | | |
| | 20 2 4 | | | |
| Late JOHN PLUMB'S. | | | | |
| Dunsdale | 3 1 8 | Ditto | 3 19 2 | 0 3 0 |
| Part of late PICKERING'S Tenement. | | | | |
| A Messuage, Farm Buildings, Gardens, Yards, etc. | 1 1 38 | } Ditto | } 61 15 7 | } 2 8 0 |
| Long Furland | 5 0 18 | | | |
| Nearer Inclosure (Townside Toll Bar) | 1 2 17 | | | |
| Wetterill | 4 1 15 | | | |
| Ridding (joins Owen's Woodhouse Croft) | 2 0 0 | | | |
| Cribs (in Townfield Lane) | 0 0 16 | | | |
| Ditto (joins Mason's Crib) | 0 1 27 | | | |
| Dale (joins Joshua Robinson's Dale) | 1 3 10 | | | |
| Further Inclosure | 5 0 0 | | | |
| Flat in Town Field | 1 0 29 | | | |
| Townfield Flat and New Flat, late Nangreave's. | 1 0 12 | | | |
| Common Lots, join Dales | 7 2 14 | | | |
| | 31 2 36 | | | |

| Description. | Quantities. | Annual Rent. | Annual Value. | Land Tax deducted. |
|---|-----------------|--|-----------------|--------------------|
| <i>Huxley.</i> | | | | |
| HUXLEY HALL Farm. | | | | |
| | A. R. P. | £ s. d. | £ s. d. | £ s. d. |
| A Message and Farm Buildings, with Fold, Garden, etc. | 5 1 13 | } 400 0 0 | 392 15 0 | 13 15 0 |
| Wood Field - - - - - | 12 3 8 | | | |
| Green Field - - - - - | 8 3 4 | | | |
| Lower Hall Field - - - - - | 24 0 16 | | | |
| Eddish - - - - - | 14 2 28 | | | |
| Little Wood - - - - - | 4 1 10 | | | |
| Brick-kiln Field - - - - - | 20 2 35 | | | |
| Higher Hall Field - - - - - | 22 3 16 | | | |
| Little Lady Hays - - - - - | 10 3 7 | | | |
| Big ditto - - - - - | 15 1 26 | | | |
| Starkey Field - - - - - | 10 3 34 | | | |
| Thistley Field - - - - - | 15 0 20 | | | |
| Big Joan's Field - - - - - | 22 0 15 | | | |
| Little ditto - - - - - | 12 3 22 | | | |
| Mill Meadow - - - - - | 20 2 5 | | | |
| Oxhay - - - - - | 13 3 2 | | | |
| Tanner's Yard - - - - - | 0 3 23 | | | |
| Stroing Meadow - - - - - | 13 2 28 | | | |
| Page Croft - - - - - | 9 3 14 | | | |
| Inclosure - - - - - | 1 0 0 | | | |
| | <u>260 2 6</u> | | | |
| Part of WOOLHAM's Farm. | | | | |
| A Message, Farm Buildings, Field, Garden, etc. | 1 3 23 | } Let with other Lands at an entire Rent. } 130 15 0 | 6 0 0 | |
| Coppy - - - - - | 2 1 3 | | | |
| Kiln Croft - - - - - | 2 1 0 | | | |
| Lanistead - - - - - | 1 1 9 | | | |
| Greenfield - - - - - | 8 2 38 | | | |
| Barnfield - - - - - | 11 2 0 | | | |
| Brick-kiln Croft - - - - - | 1 3 5 | | | |
| Stroings - - - - - | 7 3 0 | | | |
| Sandy Field - - - - - | 5 2 11 | | | |
| Long Croft - - - - - | 6 0 16 | | | |
| Sandy Croft - - - - - | 3 3 26 | | | |
| Mill Meadow - - - - - | 5 2 6 | | | |
| Little-mill Field - - - - - | 7 2 3 | | | |
| Part of Mill Close and Part of the Moors in Huxley. | 6 2 0 | | | |
| Big-mill Field - - - - - | 16 1 25 | | | |
| | <u>89 0 5</u> | | | |
| Part of HUXLEY MILL Land. | | | | |
| Mill Croft in Huxley Township - - - - - | 5 3 15 | Ditto - | 8 15 3 | 0 3 0 |
| | <u>410 3 34</u> | <u>400 0 0</u> | <u>638 15 2</u> | |

| | |
|---|----------------------|
| The Value of the Fee Simple of the above Estates is | £ 18,051 15 0 |
| The Timber and Wood on the above Estates is of the Value of | 380 0 0 |
| Total Value in Fee | £ 18,431 15 0 |

H. C. Wright, Surveyor.

The SECOND SCHEDULE to which the above Act refers.

CASTLE RISING AND BROOMSTHORPE IN THE COUNTY OF NORFOLK.

Castle Rising.

| Description. | Quantities. | | | Annual Rent. | Annual Value. | Land Tax deducted. |
|---|-------------|----|----|---|---------------|--------------------|
| | A. | R. | P. | £ s. d. | £ s. d. | £ s. d. |
| A Messuage and Farm Buildings, with Yards and Garden. | 0 | 1 | 15 | } Let with other Lands at an entire Rent. | } 186 15 9 | } 6 16 0 |
| A Piece of Land - - - - - | 1 | 3 | 32 | | | |
| Ditto - - - - - | 2 | 1 | 6 | | | |
| Ditto - - - - - | 1 | 0 | 32 | | | |
| A Piece by the Barn - - - - - | 0 | 3 | 27 | | | |
| Adjoining ditto - - - - - | 0 | 2 | 9 | | | |
| Piece beyond ditto - - - - - | 2 | 0 | 13 | | | |
| A Cottage and Shed in Thomas Fenn's Occupation. | — | | | | | |
| Cottage and Land in Joseph Plowright's Occupation. | 0 | 2 | 35 | | | |
| A Piece of Land - - - - - | 0 | 2 | 9 | | | |
| Cottage and Land in John Walker's Occupation. | 0 | 3 | 5 | | | |
| A Cottage and Carpenter's Shop and Cowhouse in — Smith's Occupation; also another Cottage, with Blacksmith's and Wheeler's Shops, in Thomas Pigeon's Occupation. Garden Land attached to the above Cottage. | 0 | 2 | 10 | | | |
| A Cottage in Two Tenements, with Out-houses and small Garden, in John Bunting and Widow Mitchell's Occupation. | 0 | 0 | 10 | | | |
| A Cottage in Two Tenements, with Wash-house and Dairy, Garden and Orchard, in Robert Elmer and Adam Parfremment's Occupation. | 1 | 0 | 5 | | | |
| Meadow - - - - - | 0 | 1 | 7 | | | |
| Ditto - - - - - | 0 | 2 | 29 | | | |
| Ditto - - - - - | 0 | 1 | 4 | | | |
| Ditto - - - - - | 0 | 3 | 15 | | | |
| Ditto - - - - - | 0 | 2 | 4 | | | |
| Ditto - - - - - | 3 | 3 | 24 | | | |
| Ditto - - - - - | 6 | 2 | 13 | | | |

| Description. | Quantities. | | | Annual Rent. | | | Annual Value. | | | Land Tax deducted. | | |
|---|-------------|----|----|--------------|----|----|---------------|----|----|--------------------|----|----|
| | A. | R. | F. | £ | s. | d. | £ | s. | d. | £ | s. | d. |
| A Piece of Land - - - - | 5 | 2 | 12 | | | | | | | | | |
| A Cottage and Sheds, with Land, in Henry Wright's Occupation. | 0 | 3 | 25 | | | | | | | | | |
| A Public House called the Cholmondeley Arms, Blacksmith's Shop, Stable and Shed, Yard and Garden, in Thomas Chamberlain's Occupation. | 0 | 2 | 19 | | | | | | | | | |
| A Cottage and Garden in Three Tenements, in Grace Roberts, William Rayner, and Robert Pottingell's Occupation. | 0 | 1 | 6 | | | | | | | | | |
| One Moiety of a Cottage and Shed in John Smith's Occupation. | — | | | | | | | | | | | |
| Cottage and Shed in John Bennington's Occupation. | — | | | | | | | | | | | |
| A Piece of Land by ditto - - - - | 3 | 0 | 3 | | | | | | | | | |
| A Piece of Land - - - - | 0 | 0 | 20 | | | | | | | | | |
| Cottage and Garden in Two Tenements, in Thomas Johnson and George Wilkinson's Occupation. | 0 | 1 | 27 | | | | | | | | | |
| | 37 | 0 | 16 | | | | | | | | | |

Note.—To the above Estate belong Thirteen Rights of Common.

Broomsthorpe Manor Farm.

| | | | | | | | | | | |
|---|----|---|----|-------|---|---|-------|---|---|---|
| Message, Farm Buildings, Yards, Garden, and Land. | 4 | 2 | 12 | } 460 | 0 | 0 | } 462 | 4 | 6 | } Land Tax, 16 0 0 Synodals, 0 4 6 |
| Garden Pightle - - - - | 1 | 0 | 20 | | | | | | | |
| The Meadows, Pasture, etc. behind the House. | 60 | 0 | 15 | | | | | | | |
| The Wood, Meadow, and Pasture - - | 80 | 3 | 7 | | | | | | | |
| Waste and Lanes - - - - | 7 | 1 | 10 | | | | | | | |
| The Fifteen Acre Close - - - - | 12 | 2 | 24 | | | | | | | |
| Gravel-pit Close - - - - | 9 | 1 | 36 | | | | | | | |
| Marl-pit Close - - - - | 8 | 3 | 15 | | | | | | | |
| Upper Fifteen Acres - - - - | 13 | 2 | 12 | | | | | | | |
| The Home Twenty Acres - - - - | 20 | 2 | 37 | | | | | | | |
| Nine Acre Close - - - - | 8 | 2 | 12 | | | | | | | |
| Eight Acre Close - - - - | 7 | 3 | 25 | | | | | | | |
| Helvingdon Close - - - - | 15 | 1 | 30 | | | | | | | |
| The Fourteen Acres - - - - | 14 | 0 | 26 | | | | | | | |
| Field - - - - | 15 | 2 | 3 | | | | | | | |
| Ditto - - - - | 15 | 0 | 14 | | | | | | | |
| Ditto - - - - | 9 | 1 | 32 | | | | | | | |
| Ditto - - - - | 17 | 3 | 16 | | | | | | | |

[Private.]

[x x]

| Description. | Quantities. | | | Annual Rent. | | | Annual Value. | | | Land Tax deducted. | | |
|----------------------|-------------|----|----|--------------|----|----|---------------|----|----|--------------------|----|----|
| | A. | R. | P. | £ | s. | d. | £ | s. | d. | £ | s. | d. |
| Field | 16 | 3 | 36 | | | | | | | | | |
| Three Corner Pightle | 5 | 1 | 34 | | | | | | | | | |
| Hither Rougham Close | 22 | 1 | 15 | | | | | | | | | |
| Middle ditto | 20 | 0 | 15 | | | | | | | | | |
| Further ditto | 17 | 1 | 30 | | | | | | | | | |
| Home Pightle | 5 | 1 | 3 | | | | | | | | | |
| Little Pightle | 4 | 1 | 3 | | | | | | | | | |
| Wood Close | 16 | 2 | 16 | | | | | | | | | |
| | 431 | 2 | 18 | | | | | | | | | |
| Total Quantities | 468 | 2 | 34 | 460 | 0 | 0 | 649 | 0 | 3 | | | |

| | | | |
|--|--------|----|----|
| The Value of the Fee Simple of the above Estates is | £ | s. | d. |
| | 15,885 | 0 | 0 |
| The Timber and Wood on the Estates are of the Value of | | | |
| | 480 | 0 | 0 |
| Total Value in Fee | £ | | |
| | 16,365 | 0 | 0 |

H. C. Wright, Surveyor.

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