



ANNO QUINTO & SEXTO

# GULIELMI IV. REGIS.

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## Cap. 24.

An Act for empowering Trustees to sell certain Freehold, Copyhold, and Leasehold Estates in the County of *Norfolk*, settled under the Will of *Horatio* Earl of *Orford* deceased, and for laying out the Money arising therefrom in the Purchase of Lands to be settled to the same Uses; and for the other Purposes therein mentioned. [21st August 1835.]

**W**HEREAS the Right Honourable *Horatio* Earl of *Orford*, deceased, made and published his last Will and Testament in Writing, bearing Date the Fifteenth Day of *May* One thousand seven hundred and ninety-three, and attested as by Law is required for the passing of Real Estate by Devise, and thereby gave and devised all those his Freehold Manors or Lordships of *Crosthight* otherwise *Crosthick*, *Sloley*, *Honing*, *Worstead*, *Vaux* otherwise *East Ruston Vaux*, with the Rights, Members, and Appurtenances thereof, in the County of *Norfolk*, and the Advowsons of the several Rectories and Parish Churches of *Crosthight* otherwise *Crosthick* and *Sloley* in the said County of *Norfolk*, and also all that the Scite of his then late Capital Mansion House called *Crosthick Hall*, with the Lands and Appurtenances thereunto belonging, and also all and every his Freehold and Copyhold Messuages, Farms, Lands, Tenements, Advowson, Mill, and Hereditaments, with their Appurtenances, situate, standing, lying,

Will of  
*Horatio* Earl  
of *Orford*,  
dated 15th  
May 1793.

[Private.]

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lying,

lying, and being in the several Parishes, Places, Townships, or Territories of *Crosthight* otherwise *Crosthick*, *Worstead*, *Honing*, *Witton*, *Happisburgh*, *East Ruston*, *Redlington*, *Sloley*, *Scottow*, *Tunstead*, *Stalham*, *Ingham*, *Westwick*, *Massingham*, and *Syderstone*, or elsewhere in the said County of *Norfolk*, which descended to him as Heir at Law of his Nephew *George* then late Earl of *Orford*, deceased, or whereof or wherein he, or any Person in Trust for him, had any Estate of Inheritance in Possession, Reversion, or Remainder, with their and every of their Rights, Royalties, Members, and Appurtenances, all which said Copyhold Premises he had surrendered or intended to surrender to the Use of his Will (subject to and charged and chargeable, together with his Leasehold Premises held of the Bishop of *Norwich* and the Master and Fellows of *Christ College*, *Cambridge*, respectively, and therein-after bequeathed, with the Payment of the Two several Principal Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds, and Interest, due and owing upon Two Mortgages of the said Manors and Hereditaments therein-before devised, or of some Part or Parts thereof, or so much thereof as should remain due at his Decease, and to which his Personal or any other Part of his Real Estate should in no ways contribute or be liable, and also subject to the Annuity thereafter given to his Servant *Philip Colomb*), to the several Uses, upon the Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations therein-after mentioned, expressed, and declared of and concerning the same; that is to say, to the Use of his Great Nephew *George James* late Marquis of *Cholmondeley*, since deceased, (then Earl of *Cholmondeley*), and his Assigns, for his natural Life, without Impeachment of Waste, other than and except voluntary Waste in pulling down Houses and not rebuilding the same; with Remainder to the Use of his Grace *Charles* Duke of *Richmond* and the Right Honourable *George Lenox* commonly called Lord *George Lenox*, and their Heirs, during the Life of the said *George James* Marquis of *Cholmondeley*, in Trust to support the contingent Remainders; with Remainder to the Use of the Most Honourable *George Horatio* now Marquis of *Cholmondeley*, therein named *George Cholmondeley* commonly called Viscount *Malpas*, then the only Son and Heir Apparent of his said Great Nephew, and his Assigns, for his natural Life, without Impeachment of Waste, except as aforesaid; with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *George Horatio* Marquis of *Cholmondeley*, in Trust to support the contingent Remainders; with Remainder to the Use of the First and every other Son of the Body of the said *George Horatio* Marquis of *Cholmondeley* successively in Tail Male; with Remainder to the Use of the Second and every other Son of the Body of his the said Testator's said Great Nephew *George James* Marquis of *Cholmondeley* successively in Tail Male; with Remainder to the Use of his the said Testator's Nephew the Honourable and Reverend *Robert Cholmondeley* and his Assigns, for his natural Life, without Impeachment of Waste, except voluntary Waste as aforesaid; with Remainder to the Use of the said Trustees and their Heirs during the Life of his said Nephew, in Trust to support the contingent Remainders; with Remainder to the Use of his said Testator's Great Nephew *George James Cholmondeley*, only Son and Heir Apparent of his said Nephew *Robert*

*Cholmondeley*, and his Assigns, for his Life, without Impeachment of Waste, except voluntary Waste as aforesaid; with Remainder to the Use of the said Trustees and their Heirs during the Life of the said *George James Cholmondeley*, in Trust to support the contingent Remainders; with Remainder to the First and other Sons of the Body of the said *George James Cholmondeley* successively in Tail Male; with Remainder to the Use of the Second, Third, Fourth, and all and every other Son and Sons of the Body of his the said Testator's said Nephew *Robert Cholmondeley* successively in Tail Male; with Remainder to the Use of his the said Testator's Sister Lady *Maria Churchill*, her Heirs and Assigns, for ever; and the said Testator thereby gave and bequeathed unto the said *Charles Duke of Richmond* and Lord *George Lenox* all that the Scite of the Manor of *Cardeston* in *East Ruston* in the said County of *Norfolk*, and all the Lands and Premises thereunto belonging or appertaining, held by Lease from the Bishop of *Norwich*, and also all that the Rectory and Parsonage of *Darsingham* in the said County of *Norfolk*, with the Glebe Lands, Tithes, and Hereditaments to the same belonging, as the same were likewise held by Lease from the Bishop of *Norwich*, and also all those the Lands, Tenements, and Hereditaments, Services, Liberty of Fold and Foldcourse, in *Massingham* and *Harpley* in the said County of *Norfolk*, with all the Appurtenances and Commodities thereunto belonging, as the same were held by Lease from the Master or Keeper of *Christ's College* in the University of *Cambridge*, and the Fellows and Scholars of the same College, to hold the same Premises last therein-before bequeathed unto the said *Charles Duke of Richmond* and Lord *George Lenox*, their Executors and Administrators, for all such Term and Terms and all other Estate and Interest as the said Testator should have therein at the Time of his Death, subject to the Payment of the Rents and Performance of the Conditions reserved and contained on the Lessee's Part in the several Indentures of Lease by which the said Premises were held to be paid, done, and performed; and also subject to and charged and chargeable, together with the said Freehold Hereditaments and Premises therein-before devised, to the Payment of the said Principal Sums and Interest due and owing upon the said Two Mortgages of the aforesaid Freehold Hereditaments and Premises, or of some Part or Parts thereof as aforesaid, or so much thereof as should remain due at his Decease; and the said Testator did thereby declare that the said Bequest of the said Leasehold Premises was so made to the said *Charles Duke of Richmond* and Lord *George Lenox*, their Executors and Administrators, upon Trust that they and the Survivor, and the Executors and Administrators of such Survivor, should permit and suffer the said Leasehold Premises to be enjoyed, and the Rents, Issues, and Profits thereof to be had, taken, and received from Time to Time by such Person or Persons who by virtue of the Limitations therein-before contained should be in Possession of or entitled to the Rents and Profits of the Freehold Manors and Premises therein-before by him devised, it being his Will and Intention that the said Leasehold Premises should go and be enjoyed with the aforesaid Freehold Manors and Premises so long and as far as the Rules of Law and Equity would admit, and for that End and Purpose he did will and desire and direct, and authorize and empower his said Trustees, and the Survivor of them, and the  
Executors

Executors or Administrators of such Survivor, to renew the Leases of the said Premises from Time to Time, at the usual and accustomed Times; and he directed that the Fines, Charges, and Expences of such Renewal and Renewals should be borne and paid by and out of the Rents and Profits of the aforesaid Freehold and Leasehold Premises, but it was his Will that no Person taking an Estate Tail by Purchase in the aforesaid devised Freehold Premises should be entitled to a vested or transmissible Interest in his said Leasehold Premises, unless he should attain the Age of Twenty-one Years, or die under that Age leaving Issue Male; and the said Testator gave and bequeathed to the said *Philip Colomb* an Annuity of Twenty-five Pounds during his Life, charged upon his said Freehold and Leasehold Hereditaments therein-before devised; and the said Testator thereby empowered the respective Persons to whom any Estate for Life was thereby limited and appointed as aforesaid of and in the aforesaid Manors and Premises, when and as they respectively should be in the Possession of the Premises thereby limited to or in Trust for them respectively for Life as aforesaid, or any Part thereof, by Indenture or Indentures under their respective Hands and Seals, to demise, lease, and grant the same Premises whereof they respectively should be in Possession unto any Person or Persons, for any Term or Number of Years not exceeding Twenty-one Years, to take effect in Possession and not in Reversion, so as there were reserved upon every such Lease the best and most improved yearly Rent and Rents, to continue payable half yearly or quarterly during the Terms in such Leases to be granted, that they respectively could get for the same, without taking any Fine, Premium, or Foregift, and so as there were contained in every such Lease a Condition of Re-entry for Nonpayment of the Rent or Rents thereby respectively to be reserved and made payable, and so as the respective Lessees executed Counterparts of all such Leases, and so as no Clause were contained in any of the said Leases giving Power to any Lessee to commit Waste, or exempting him, her, or them from Punishment for committing the same: And whereas the said Testator made and published a Codicil to his said Will, which Codicil bears Date the Fifth Day of *June* in the said Year One thousand seven hundred and ninety-three, and is attested as by Law is required for passing Real Estate by Devise, and thereby, after reciting that in the Devise contained in his said Will of his *Norfolk* Estate he had described and mentioned by Name some only of the Manors and Advowsons, Parishes, Places, Townships, or Territories of which the same consisted, or in which the same were situate, and had omitted the Names of many other Manors, Advowsons, Parishes, Places, or Townships, that is to say, his Manors of *Lessingham, Costin, Rose's, Hill House, and George's, Walcott, East Hall, West Hall, and Mason's, Hempton's, Penton's, Stapleton's, Thuxton's, Wythe's, and Heydon's, Brunstead, Rose's, Parker's, and Walsham's, Hallam Hall with Brunstead, Parker's, and Walsham's, East Rushton, Burnell's, Kerdeston, Nether Hall, Vaux and Marshall's in East Ruston, Great Massingham, and Syderstone, his Advowsons of Great Massingham and Syderstone alias Systeme, and the Parishes, Townships, or Territories of Walcot, Dilham, Brunstead, Scarning, and Harpley, wherein divers Messuages, Farms, Lands, Tenements, and Hereditaments, other Parts of his said*

*Norfolk*

Codicil, dated  
15th June  
1793.

*Norfolk* Estate, were situate, lying, and being, the said Testator did thereby declare it was his Will and Intention to comprehend and include in the said Devise contained in his said Will, not only his Manors, Advowsons, Messuages, Farms, Lands, Tenements, Mill, and Hereditaments in the said County of *Norfolk*, in his said Will particularly mentioned, but also all and every other his Manors and Advowsons, and other his Messuages, Farms, Lands, Tenements, Hereditaments, and Premises, as well Freehold as Copyhold, which he had Power to devise or dispose of, situate, lying, and being in the several Parishes, Places, Townships, or Territories therein-before mentioned, or in any other Parish, Place, Township, or Territory in the said County of *Norfolk*, and that the same respectively should go and be to the several Uses, upon the several Trusts, and to and for the several Intents and Purposes to, upon, and for which he had by his said Will given and devised the several Manors and Advowsons therein specified, and the Messuages, Farms, Lands, and Hereditaments situate in the several Parishes, Places, Townships, or Territories therein named, or elsewhere in the said County of *Norfolk*; and he confirmed his said Will and the said Devise of his *Norfolk* Estate according to the Explanation thereof he had thereby made: And whereas the said Testator duly made and published a further Codicil to his said Will, which Codicil bears Date the Twenty-seventh Day of *December* in the Year One thousand seven hundred and ninety-six, and is attested as by Law is required for passing Real Estate by Devise, and thereby gave unto the said Lady *Maria Churchill* during her Life an Annuity of Two hundred Pounds, charged and chargeable upon the said Freehold Estates in *Norfolk*: And whereas the said Testator died on or about the Third Day of *March* One thousand seven hundred and ninety-seven, without having revoked or altered his said Will, except so far as the same was revoked or altered by either of his said Codicils, and without having revoked or altered either of his said Codicils: And whereas by an Act of Parliament made and passed in the Forty-first Year of the Reign of His late Majesty King *George* the Third, intituled *An Act for vesting certain Estates in the County of Norfolk, strictly entailed by the Will of Horatio late Earl of Orford deceased, in Trustees to be sold, and for laying out the Money arising therefrom in the first place in discharge of the Incumbrances affecting the same, and the Residue thereof in the Purchase of other Estates in the County of Norfolk, to be settled to the same Uses*; after reciting as or to the Effect herein-before recited; and reciting that the said *George James Marquis of Cholmondeley*, upon the Decease of the said *Horatio Earl of Orford*, entered upon and took Possession of the said devised Estates in the County of *Norfolk* as Tenant for Life thereof, subject to the said Mortgage Debts of Thirteen thousand five hundred Pounds and Four thousand Pounds secured thereon as aforesaid, and also subject to the said Annuity of Two hundred Pounds given by the said Codicil to the said Lady *Maria Churchill* as aforesaid, the said *Philip Colomb*, the other Annuitant, having departed this Life soon after the Death of the said Testator, whereupon the said Annuity of Twenty-five Pounds given to him ceased and determined; and reciting certain indented Articles of Agreement bearing Date the Thirty-first Day of *March* One thousand eight hundred and one,

Codicil, dated  
27th Decem-  
ber 1796.

41 G.3.c.119.

[Private.]

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and made between the said *George James Marquis of Cholmondeley* of the one Part, and the said *George James Cholmondeley* (on behalf of himself and the said *Robert Cholmondeley* his Father, and also on behalf of *William Cholmondeley* and *Horace George Cholmondeley*, his Two infant Sons) of the other Part, whereby, after reciting to the Effect herein-before recited, and that the said *George James Marquis of Cholmondeley* was seised in Fee Simple of divers Manors, Messuages, Farms, Lands, Tenements, and Hereditaments situate and being in *Houghton, Massingham, Syderstone, Rudham, and Grimstone*, and elsewhere in the said County of *Norfolk*, and that Part of the Hereditaments and Premises devised by the said Will adjoined to the Estate of which the said *George James Marquis of Cholmondeley* was so seised in Fee Simple as aforesaid, and that the Residue lay remote and at a Distance therefrom, and reciting that the said *George James Marquis of Cholmondeley* was desirous that so much of the said Manors and Hereditaments in the County of *Norfolk* devised by the said Will as lay remote from the rest of the Estates thereby devised should be sold, and that the Debts and other Incumbrances affecting the same should be paid off and discharged, and that the Residue of the Money arising by the Sale thereof should be laid out in the Purchase of a competent Part of the Estate of the said *George James Marquis of Cholmondeley* adjoining the rest of the Estates devised by the said Will, to be settled to the same Uses, and also reciting that a Valuation had been made by *Mr. Nathaniel Kent*, an eminent Land Surveyor, of the Parts of the said Manors and Hereditaments in the County of *Norfolk* devised by the said Will of the said *Horatio Earl of Orford* which lay remote from the rest of the said Estates thereby devised, and the same were so valued at the Sum of Sixty-four thousand and forty-five Pounds One Shilling and One Penny, and that a Valuation had also been made by the same Surveyor of divers Manors, Lands, and Hereditaments whereof the said *George James Marquis of Cholmondeley* was seised in Fee as aforesaid, situate, lying, and being in *Great Massingham, Grimstone, West Rudham, and Harpley* in the said County of *Norfolk* adjoining to the rest of the Estates devised by the said Will, amounting to the Sum of Fifty-two thousand Pounds and upwards, and that the said *George James Marquis of Cholmondeley*, in order to preclude all Objection and Difficulty that might arise on account of the Difference in the Price of Lands in the Time of Peace or War, had agreed to accept for the said last-mentioned Estates a Sum much less than the Amount of the said *Nathaniel Kent's* Valuation as therein-after mentioned, it was witnessed, agreed, and declared that Application should be forthwith made to Parliament for an Act for vesting all those the Manors or Lordships or reputed Manors or Lordships of *Crosthight otherwise Crostwick, Honing, Worstead, Hempton's, Penton's, Stapleton's, Thaxton's, Wythe's, and Heydon's, Sloley, Walcot, East Hall, and West Hall, East Ruston Burnells, East Ruston Vaux, Brunstead, Rose's, Parker's, Stalham Hall with Brunstead*, with the Appurtenances, and the Rectories or Advowsons of the Churches of *Crosthight otherwise Crostwick and Sloley*, with the Appurtenances, and also divers Messuages, Farms, Lands, and Hereditaments situate, lying, and being in the Parishes, Townships, or Territories of *Crosthight otherwise Crostwick, Witton, Honing, Ridlington, Worstead, East Ruston, Happisburgh, Walcot, Westwick,*

*Westwick, Brunstead, Stalham, Ingham, Sloley, and Scottow*, or the Parishes adjoining (being the Part of the Estates devised by the said Will lying remote from the rest of the Estates, and valued at the Sum of Sixty-four thousand and forty-five Pounds One Shilling and One Penny as aforesaid), in Trustees and their Heirs, free from all the Uses, Trusts, Limitations, and Declarations in and by the said recited Will created, limited, and declared of and concerning the same, but nevertheless upon Trust that they the said Trustees for the Time being should sell the said Manors, Messuages, Lands, and Hereditaments, and should, with and out of the Money to arise by or from such Sale or Sales, pay off and discharge the said Two Principal Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds so secured thereon by way of Mortgage, and after Payment thereof then should lay out the whole Residue of the Money arising from such Sale or Sales in the Purchase of the said Estates of the said *George James Marquis of Cholmondeley* in the said County of *Norfolk* (the Particulars whereof were specified in a Survey Book signed by the said *Nathaniel Kent*), situate near or adjoining to the rest of the Manors and Hereditaments in the same County devised by the said Will, and valued at the Sum of Fifty-two thousand Pounds and upwards, as aforesaid, on a good Title being made thereto to the Satisfaction of the Counsel of the said Trustees and of the said *George James Cholmondeley*, Party thereto, provided that such Residue or Surplus should not exceed the Sum of Forty-six thousand Pounds, but if such Residue should exceed Forty-six thousand Pounds then that the said Trustees should lay out and invest the Excess, or the Sum exceeding Forty-six thousand Pounds, in the Purchase of other Freehold or Freehold and Copyhold Estates in the same County, to be situate near or adjoining to the rest of the Estates devised by the said Will, and should settle and assure all the said Estates so to be purchased to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Powers, Provisoos, Declarations, and Limitations, as were in and by the said Will created, limited, and declared of and concerning the Manors and Hereditaments thereby devised, or such of them as should be then existing or capable of taking effect; and it was further agreed, by and between the said Parties, and particularly the said *George James Marquis of Cholmondeley*, in consideration of the Sum of Forty-six thousand Pounds, or such other Sum of Money as the aforesaid Residue to arise from the Sale or Sales aforesaid should amount unto, in case the same should be less than Forty-six thousand Pounds, to be paid to him by the said Trustees from the Money arising by such Sale as aforesaid, did thereby covenant and agree with the said *George James Cholmondeley*, his Heirs and Assigns, that he the said *George James Marquis of Cholmondeley*, or his Heirs, would, on or immediately after such Sale or Sales as aforesaid should be completed, at his or their own proper Costs and Charges, and upon the Request of the said Trustees, make out a good Title to, and well and effectually grant, convey, and assure unto the said Trustees and their Heirs, all those the several Manors, Advowsons, Messuages, Farms, Lands, and Hereditaments situate in *Great Massingham, Grimstone, West Rudham, and Harpley* in the County of *Norfolk*, so specified in the said Survey Book signed by the said *Nathaniel Kent* as aforesaid, and which had been so valued at the Sum of Fifty-

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two thousand Pounds and upwards, as therein-before mentioned, free from all Incumbrances whatsoever (excepting Quit Rents), to hold to the said Trustees, their Heirs and Assigns, to the Intent to secure the said Annuity or yearly Sum of Two hundred Pounds to the said Lady *Maria Churchill* (in the said Act called by Mistake Lady *Mary Churchill*) for Life, and, subject thereto, to the several Uses, upon the several Trusts, and to and for the Ends, Intents, and Purposes, and subject to the Provisoes and Declarations, in and by the said Will of the said *Horatio* Earl of *Orford* created, limited, and declared of and concerning the said Manors and Hereditaments thereby devised in the said County of *Norfolk*, or such of them as should be then existing or capable of taking effect; and reciting that the said *Nathaniel Kent* had discovered that the Valuation stated in the said recited Agreement to have been made by him of Parts of the said devised Estates lying remote from the rest, at the Sum of Sixty-four thousand and forty-five Pounds One Shilling and One Penny, was a Mistake, the real Value of the same Parts of the said devised Estates being only the Sum of Sixty-three thousand nine hundred and thirty-three Pounds Eight Shillings and Seven-pence; and reciting that the said detached Estates lay at the Distance of Thirty Miles and upwards from the rest of the said devised Estates; and reciting that the Estate so contracted to be sold by the said *George James* Marquis of *Cholmondeley* for the Sum of Forty-six thousand Pounds was supposed to be reasonably worth the Sum of Fifty-two thousand Pounds, as in the said Agreement mentioned, and, lying contiguous or near to the rest of the settled Estates in the same County, was very proper to be annexed thereto and enjoyed therewith, and that the same would be a convenient and desirable Purchase to be made out of the Residue of the Money to arise by Sale of the detached Parts of the said devised Estates; it was enacted that all those the Manors or Lordships or reputed Manors or Lordships of *Crostwight* otherwise *Crostwick*, *Honing*, *Worstead*, *Hempton's*, *Penton's*, *Stapleton's*, *Thaxton's*, *Wythe's*, and *Heydon's*, *Sloley*, *Walcot*, *East Hall* and *West Hall*, *East Ruston Burnell's*, *East Ruston Vaux*, *Brunstead*, *Rose's*, *Parker's*, and *Walsham's* with *Mason's*, *Stalham Hall* with *Burnstead*, *Parker's*, and *Walsham's* in the County of *Norfolk*, with their and every of their Rights, Members, and Appurtenances, and also the Advowsons of the Rectories, Churches, or Parsonages of *Crostwight* otherwise *Crostwick* and *Sloley*, with all Glebe Lands, Tithes, Emoluments, and Appurtenances thereunto belonging or appertaining, and certain Messuages, Farms, Lands, Tenements, and other Hereditaments therein particularly mentioned, and all other the Freehold Manors, Messuages, Farms, Lands, Tenements, and Hereditaments devised in and by the said recited Will and Codicils, or any of them, to the said *George James* Marquis of *Cholmondeley* for his Life, with such Remainders over as aforesaid, situate, lying, and being in the said Parishes, Townships, or Territories of *Crostwight* otherwise *Crostwick*, *Witton*, *Honing*, *Ridlington*, *East Ruston*, *Happisburgh*, *Wallcott*, *Worstead*, *Westwick*, *Brunstead*, *Stalham*, *Ingham*, *Sloley*, and *Scottow* in the said County of *Norfolk*, or any of them, and the Reversion and Reversions, Remainder and Remainders, yearly and other Rents, Issues, and Profits of all and singular the same Premises, should from and after the passing of the said Act be vested in and settled upon,

and the same were thereby absolutely vested in and settled upon, the Right Honourable *William Windham* of *Felbrigg* in the County of *Norfolk*, and *Thomas William Coke* of *Holkham* in the said County, Esquire, their Heirs and Assigns, for ever, to the Use of the said *William Windham* and *Thomas William Coke*, their Heirs and Assigns, for ever, freed and discharged and absolutely acquitted, exempted, exonerated, and discharged of, from, and against all and every the Uses, Estates, Devises, Bequests, Limitations, Trusts, Remainders, Reversions, Provisoes, Powers, Charges, and Incumbrances whatsoever in or by the said Will and Codicils of the said *Horatio* Earl of *Orford* or any of them devised, made, limited, created, declared, or contained, but nevertheless upon such Trusts, and to and for such Intents and Purposes, as were therein-after expressed and declared concerning the same; and it was thereby further enacted, that the Manor of *Cardeston* in *East Ruston*, and all and every the Rents, Lands, Tenements, and Premises in *East Ruston* in the said County of *Norfolk* (being Part of the Leasehold Estates devised by the said Will) held by Indenture of Lease bearing Date the Tenth Day of *October* One thousand eight hundred of the Bishop of *Norwich*, granted on the Surrender of a former Lease, for the Term of Twenty-one Years from the making thereof, at and under the yearly Rent of Twelve Pounds Sixteen Shillings and Eight-pence, with their and every of their Appurtenances, should from and after the passing of the said Act be vested in and settled upon, and the same were thereby absolutely vested in and settled upon, the said *William Windham* and *Thomas William Coke*, their Executors, Administrators, and Assigns, for and during all the Residue of the said Term of Twenty-one Years, freed and discharged of, from, and against all and every the Devises, Bequests, Limitations, Trusts, Powers, Provisoes, Charges, and Incumbrances whatsoever in or by the said Will and Codicils of the said *Horatio* Earl of *Orford*, or any of them, devised, limited, created, expressed, or declared of or concerning the same, but subject nevertheless to the Payment of the Rent and Performance of the Covenants and Agreements in the before-mentioned Lease thereof granted respectively reserved and contained, and from thenceforth, on the Part and Behalf of the Lessee or Assignee, to be paid, observed, and performed, and upon the several Trusts and to and for the several Intents and Purposes therein-after expressed and declared of and concerning the said Leasehold Premises; and it was thereby further enacted, that the said *William Windham* and *Thomas William Coke*, or the Survivor of them, or the Heirs, Executors, Administrators, or Assigns of such Survivor, should, as soon as conveniently might be (by and with the Consent and Approbation of the said *George James* Marquis of *Cholmondeley* if living, to be signified by Writing under his Hand, and after his Death by the proper Authority of the Trustees or Trustee for the Time being), sell and dispose of all and singular the said Manors, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments, and Premises thereby vested and settled as aforesaid; and it was thereby enacted and declared, that a sufficient Part of the Monies to arise by the said Sale or Sales should be applied, in the first place, in payment and discharge of the said Principal Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds so charged by way of Mortgage on the said Manors, Hereditaments,

[*Private.*] and

and Premises in the said County of *Norfolk* devised by the said recited Will and Codicils, as therein-before was mentioned, and from and after such Payments the whole Residue or Surplus of the Monies which should arise by any such Sale or Sales as aforesaid (provided such Surplus should not exceed the Sum of Forty-six thousand Pounds) should, under the Direction of the Court of Chancery, be laid out and invested in the Purchase of the Freehold Inheritance and Fee Simple in Possession, free from all Incumbrances (except the usual annual Quit Rents, as in the said Agreement were excepted), of and in the Manors, Messuages, Cottages, Advowsons, Farms, Lands, Tithes, Rents, Hereditaments, and Premises in *Great Massingham, Grimston, West Rudham, and Harpley* in the said County of *Norfolk*, in the same Agreement mentioned, and for the Purchase whereof the said *George James Cholmondeley* had contracted, and which were valued at the Sum of Fifty-two thousand Pounds as aforesaid, with their and every of their Appurtenances, and that all and singular the said several Manors, Advowsons, Messuages, Cottages, Farms, Lands, Tenements, Tithes, Rents, and Hereditaments so to be purchased should be thereupon conveyed and assured to the Intent to secure the said Annuity or yearly Sum of Two hundred Pounds unto the said *Lady Maria Churchill* for her Life, and, subject thereto, to, for, upon, and subject to such and the same Uses, Trusts, Powers, Provisoos, and Limitations in all respects as in and by the said recited Will and Codicils of the said *Horatio Earl of Orford* deceased were limited, created, expressed, and declared concerning the said several Freehold Manors, Lands, Hereditaments, and Premises in the said County of *Norfolk* thereby vested and settled in Trustees in Trust to be sold as aforesaid, or to, for, upon, and subject to such and so many of them as would have been existing undetermined or capable of taking effect if the said Act had not been made; and it was thereby further enacted, that if, after Payment of the said Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds as aforesaid, and after investing the said Sum of Forty-six thousand Pounds in such Purchase as aforesaid, there should be any Residue or Surplus of the Money arising by such Sale or Sales as aforesaid, then and in such Case the said Residue or Surplus, or, if the Court of Chancery should not approve of the Title to the said Premises in and by the said recited Agreement contracted to be sold as aforesaid, then the whole Residue or Surplus of the Monies arising by Sale as aforesaid which should remain after Payment of the said Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds as aforesaid should be laid out and invested, in like Manner, under the Direction of the Court of Chancery, with the Approbation of the said *George James Marquis of Cholmondeley* if he should be living, or if dead then with the Approbation of the Trustees or Trustee for the Time being, in the Purchase of other Freehold Manors, Messuages, Lands, Tenements, and Hereditaments of Inheritance in Fee Simple, or of Freehold and Copyhold Hereditaments, (whereof not above One Fourth Part should be Copyhold,) free from Incumbrances (except Fee-farm Rents, Quit Rents, and Services to be paid and performed in respect of such Copyholds), to be situate or being near or adjoining the Residue of the Manors, Hereditaments, and Premises devised by the said Will and Codicils in the said County of *Norfolk*, and that all

and every the Messuages, Lands, Tenements, and Hereditaments so to be purchased as last mentioned should be effectually conveyed, settled, and assured to the Intent to secure the said Annuity of Two hundred Pounds to the said Lady *Maria Churchill* for her Life, and, subject thereto, then to, for, upon, and subject to such of the Uses, Estates, Trusts, Powers, Provisoes, and Limitations as in and by the said recited Will and Codicils of the said *Horatio* Earl of *Orford* were limited, expressed, created, declared, and contained of and concerning the said Freehold Manors, Messuages, Lands, and Hereditaments by the said Act vested in Trustees in Trust to be sold as aforesaid, or such of them as should be then existing undetermined or capable of taking effect; and it was thereby further enacted, that after Payment of the said Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds, as therein-before directed, the Residue and Surplus of the Monies to arise by Sale of the said Hereditaments and Premises thereby made saleable should be paid by the Purchaser or Purchasers thereof into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, *ex parte* the Purchaser or Purchasers of the Estates of the said *Horatio* Earl of *Orford* deceased, pursuant to the Method prescribed by the Act of the Twelfth Year of King *George* the First, Chapter Thirty-two, and the General Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of King *George* the Second, Chapter Twenty-four, which Monies, when so paid in, from Time to Time should be laid out in the Purchase of Navy or Victualling Bills or Exchequer Bills, and the Interest arising from the Money so laid out in the said Navy or Victualling Bills or Exchequer Bills, and the Money received for the same as they should be respectively paid off by Government, should be laid out in the Name of the said Accountant General in the Purchase of other Navy or Victualling Bills or Exchequer Bills, all which said Navy and Victualling Bills and Exchequer Bills should be deposited in the Bank in the Name of the said Accountant General, and should there remain until the Purchase of the Estates of the said *George James* Marquis of *Cholmondeley* should be approved of by the said Court of Chancery as aforesaid, or until other proper Purchase or Purchases should be found and approved as before directed, and until the same should, upon a Petition setting forth such Approbation, to be preferred to the said Court of Chancery in a summary Way by the said *George James* Marquis of *Cholmondeley*, or the Person or Persons for the Time being entitled to the Rents and Profits of the Hereditaments and Premises to be purchased with the same, be ordered to be sold by the said Accountant General for the completing such Purchase or Purchases in such Manner as the said Court should think just and direct: And whereas the said *George James* Marquis of *Cholmondeley* intermarried with the Right Honourable Lady *Georgina Charlotte Bertie*, and had Issue the said *George Horatio* now Marquis of *Cholmondeley*, his eldest Son, and the Right Honourable *William Henry Hugh Cholmondeley* commonly called Lord *William Henry Hugh Cholmondeley*, his second and only other Son: And whereas the said Lady *Maria Churchill* departed this Life in or about the Month of *September* One thousand eight hundred and one: And whereas by an Indenture of Release bearing Date the Nineteenth Day of *June* One thousand

Indentures of  
18th and 19th  
June 1804.

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eight hundred and four, and grounded on a Lease for a Year bearing Date the Eighteenth Day of the same Month, the Release being made or expressed to be made between the said *George James* Marquis of *Cholmondeley* (then Earl of *Cholmondeley*) of the First Part, the Most Noble *Francis* Marquis of *Hertford*, the Right Honourable *Henry Seymour Conway* commonly called Lord *Henry Seymour Conway*, and *Charles Churchill* Esquire, of the Second Part, the said *William Windham* and *Thomas William Coke* of the Third Part, and *Timothy Brent* Esquire of the Fourth Part; after reciting to the Effect herein-before recited; and reciting that in pursuance of and obedience to the said Act the said *William Windham* and *Thomas William Coke* had sold and conveyed all the Manors, Advowsons, Messuages, Lands, Tenements, and Hereditaments by the said Act vested in them in Trust to be sold as aforesaid unto divers Persons in several Lots for several Sums of Money, amounting in the whole to the Sum of Eighty-two thousand one hundred and forty-four Pounds, and in further pursuance of the Directions contained in the said Act the Sum of Seventeen thousand five hundred Pounds, Part of the said Sum of Eighty-two thousand one hundred and forty-four Pounds, had been paid and applied in satisfaction and discharge of the said Two Principal Sums of Thirteen thousand five hundred Pounds and Four thousand Pounds, and the Sum of Sixty-four thousand six hundred and forty-four Pounds, the Residue thereof, had been paid by the said Purchasers into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, *ex parte* the Purchasers of the Estates of the said *Horatio* Earl of *Orford* deceased, pursuant to the Method prescribed or referred to by the said Act; and also reciting the Death of the said Lady *Maria Churchill*, whereby the said Annuity of Two hundred Pounds given to her by the Will of the said *Horatio* Earl of *Orford*, and directed to be secured by the said Act of Parliament, ceased and determined; and also reciting that the said *Robert Cholmondeley*, one of the Remainder Men for Life named in the said recited Will and Codicil of the said *Horatio* Earl of *Orford*, departed this Life on or about the Sixth Day of *June* One thousand eight hundred and four, leaving the said *George James Cholmondeley*, his only Son and Heir, him surviving; and also reciting that by an Order made by the Right Honourable the Lord High Chancellor in the Matter of the Estates of *Horatio* Earl of *Orford* deceased, bearing Date on or about the Fourth Day of *November* One thousand eight hundred and three, it was ordered that the said Sum of Sixty-four thousand six hundred and forty-four Pounds, Cash in the Bank, should be laid out, with the Privity of the said Accountant General, in the Purchase of Exchequer Bills, which had since been done accordingly; and also reciting that by an Order bearing Date on or about the Twenty-first Day of *April* One thousand eight hundred and four, and made by the Right Honourable the Lord High Chancellor in the said Matter, upon the Petition of the said *George James* Marquis of *Cholmondeley*, it was ordered that it should be referred to Mr. *Spranger*, one of the Masters of the said Court, to inquire and certify to the Court whether a good Title could be made to the Manors and other Hereditaments in *Great Massingham*, *Grimstone*, *West Rudham*, and *Harpley* in the said County of *Norfolk*,

*Norfolk*, in the said Petition mentioned, and which were the same Manors and Hereditaments as were therein-after particularly mentioned, and were thereby granted and released, or intended so to be, and if the said Master should be of opinion that a good Title could be made thereto, then it was ordered that the said Master should settle and approve of a proper Conveyance or Conveyances of the said Estates to the Uses directed by the said Act of Parliament; and also reciting that the said Master, by his Report made in the said Matter on the Eleventh Day of *June* One thousand eight hundred and four, in pursuance of the said last-recited Order, certified that he had been attended by the Solicitor for the said *George James* Marquis of *Cholmondeley*, and in his Presence had considered of the several Matters referred to him by the said Order, and had inquired whether a good Title could be made to the said Manors and other Hereditaments in *Great Massingham, Grimstone, West Rudham, and Harpley* in the County of *Norfolk*, in the said Order mentioned, or any of them, and that Abstracts of the respective Titles to the said Estates, together with an Affidavit of the said *Timothy Brent* made in the said Matter, and sworn the Second Day of *June* One thousand eight hundred and four, having been laid before him, he had looked into and considered the same, and was of opinion that a good Title could be made thereto, and had thereupon settled and approved of the Indenture now in recital, and of a Bargain and Sale intended to bear Date the Day next before the Day of the Date thereof, as a proper Conveyance of the said Estates to the Uses directed by the said Act of Parliament therein-before recited; and also reciting that by another Order made in the said Matter by the Right Honourable the Lord High Chancellor, bearing Date the Eighteenth Day of *June* One thousand eight hundred and four, it was (among other Things) ordered that the said Master's said Report of the Eleventh Day of *June* then instant should be confirmed, and it was ordered that so many of the Exchequer Bills as would be sufficient to raise the Sum of Forty-six thousand Pounds should be sold, with the Privity of the said Accountant General, and, upon the Execution of the said Conveyance by all such Parties as the said Master had by his said Report directed, out of the Money to arise by such Sale it was ordered that the said Sum of Forty-six thousand Pounds should be paid to the said *George James* Marquis of *Cholmondeley*; it was by the said Indenture of Release and Assignment witnessed, that in consideration of the Sum of Forty-six thousand Pounds by *Nicholas Smith* Esquire, Accountant General of the said Court of Chancery, to the said *George James* Marquis of *Cholmondeley* paid, he the said *George James* Marquis of *Cholmondeley* did grant, release, and confirm unto the said *William Windham* and *Thomas William Coke*, and to their Heirs, all that the Manor or Lordship of *Grimstone*, with its Members, to wit, *Breckles, Coxford, West Acre, Castle Acre, Blackburnh* otherwise *Morley's Bozance*, and *Costings* otherwise *Downham Hall*, in *Grimstone* in the said County of *Norfolk*; and also all that Farm commonly called or known by the Name of *Grimstone Farm*, consisting of a Messuage or Dwelling House and Two Cottages, with the Out-buildings thereto belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement One hundred and eighty-two Acres and One Rood, were the same more or less, situate,

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lying, and being in *Grimstone* aforesaid and in *Cougham* in the said County of *Norfolk*, or One of them, and then in the Tenure or Occupation of *John Oldfield*, his Assigns or Under-tenants, at or under the yearly Rent of One hundred and fifty Pounds; and also all that Cottage or Tenement commonly called or known by the Name of *Bate's Tenement*, then divided into Two Dwellings, with Three Pightles, Pieces or Parcels of Land or Ground, thereto belonging; containing by Admeasurement Three Acres, were the same more or less, situate, lying, and being in *Grimstone* and *Cougham* aforesaid, or One of them, and then in the Tenure or Occupation of *Elizabeth Bates*, her Assigns or Under-tenants, at or under the yearly Rent of Nine Pounds; and also all that Farm commonly called or known by the Name of the *Warren Farm*, consisting of a Messuage or Dwelling House and Cottage and Warren House, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Four hundred and two Acres, were the same more or less, situate, lying, and being in *Grimstone* and *Cougham* aforesaid, or One of them, and then in the Tenure or Occupation of *Mary Whitby* Widow, her Assigns or Under-tenants, at the yearly Rent of Fifty-six Pounds Four Shillings and Sixpence; and also all those several Closes or Parcels of Land or Ground situate, lying, and being in *Great Massingham* in the said County of *Norfolk*, commonly called or known by the several Names of *Guyton Brake* and *Ramshead Close*, containing together by Admeasurement Eighteen Acres Two Roods and Twenty-five Perches, were the same more or less, and then in the Tenure or Occupation of *Anthony Beck*, his Assigns or Under-tenants; and also all that Farm commonly called or known by the Name of *Banks Farm*, consisting of a Messuage or Dwelling House, with the Outbuildings thereto belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Two hundred and seventy-two Acres and Thirty-seven Perches, were the same more or less, situate, lying, and being in *Great Massingham* aforesaid, and then in the Tenure or Occupation of *William Banks* the younger, his Assigns or Under-tenants; and also all that Farm commonly called or known by the Name of *Mannings Farm*, consisting of a Messuage or Dwelling House and several Cottages or Tenements, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement One hundred and fifty-six Acres Three Roods and Twenty-five Perches, were the same more or less, situate, lying, and being in *Great Massingham* aforesaid, and then in the Tenure or Occupation of *William Manning* and his Under-tenants or Assigns; which said several Hereditaments and Premises in *Great Massingham* aforesaid were held by the respective Tenants thereof therein-before named, with other Hereditaments there, whereof the said *George James* Marquis of *Cholmondeley* was Tenant for Life under the said therein-before recited Will and Codicils of the said *Horatio* Earl of *Orford* deceased, at and under several yearly Rents the Proportion whereof payable in respect to the said Hereditaments therein-before described and thereby released amounted to the Sum of Three hundred and fifty Pounds; and also all that the Manor or Lordship or all those the several Manors or Lordships of *Ferrers* otherwise *West Ferrers* otherwise *Wesham* otherwise  
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*West Rudham* otherwise *West Rudham North Hall* otherwise *West Rudham Ferriers* and *North Hall*, in *West Rudham* in the said County of *Norfolk*; and also all that Farm commonly called or known by the Name of *West Rudham Farm*, consisting of a Messuage or Dwelling House and several Cottages, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement One thousand and twenty-four Acres and Twenty-four Perches, were the same more or less, situate, lying, and being in *West Rudham* aforesaid, and then in the Tenure or Occupation of *John Young* and his Under-tenants or Assigns, at or under the yearly Rent of Six hundred and thirty Pounds; and also all that or those the Manor or Lordship or Manors or Lordships of *Harpley* otherwise *Gurneys* and *Calthorp* in *Harpley* in the said County of *Norfolk*; and also all that Farm commonly called or known by the Name of *Harpley Lower Farm*, consisting of a Messuage or Dwelling House and several Cottages, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Five hundred and fifty-seven Acres Two Roods and Twenty Perches, were the same more or less, situate, lying, and being in *Harpley* aforesaid, and then in the Tenure or Occupation of *Edmund Walker* and his Under-tenants or Assigns, at or under the yearly Rent of Two hundred and fifty Pounds; and also all that Farm, commonly called or known by the Name of *Harpley Manor Farm*, consisting of a Messuage or Dwelling House and several Cottages or Tenements, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Nine hundred and ninety-three Acres Three Roods and Sixteen Perches, were the same more or less, situate, lying, and being in *Harpley* aforesaid, and then in the Tenure or Occupation of *Thomas Herring* and his Under-tenants or Assigns, at or under the yearly Rent of Three hundred and one Pounds; or by whatever other Names or Name the said several Manors, Farms, and other Hereditaments, or any of them, then were or was, or at any Time or Times theretofore had been, called, known, or distinguished, or howsoever otherwise described; and also all other the Messuages, Farms, Lands, Tenements, and Hereditaments whatsoever of him the said *George James Marquis of Cholmondeley*, or whereof or wherein he, or any Person or Person whomsoever in Trust for him, was or were seised or possessed or entitled unto, for any Estate of Inheritance in Possession, Reversion, Remainder, or Expectancy, situate, lying, and being in *Grimstone*, *Cougham*, *Great Massingham*, *West Rudham*, and *Harpley* aforesaid, in the said County of *Norfolk*, or any of them, except only such Hereditaments situate, lying, and being in *Great Massingham* aforesaid whereof the said *George James Marquis of Cholmondeley* was then Tenant for Life under the said herein-before recited Will and Codicils of the said *Horatio Earl of Orford* deceased; and also the several Advowsons and Rights of Patronage and Presentation of, in, and to the Rectories of the Parish Churches of *Bircham*, *Newton*, and *Bircham Tofts*, in the said County of *Norfolk*, together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Curtilages, Lands, Meadows, Pastures, Feedings, Parks, Warrens, Demesne Lands, Glebe Lands, Tithes, Oblations, Obventions,

ventions, Pensions, and Portions, Woods, Trees, and Underwoods, and the Ground and Soil thereof, Commons, Common of Pasture and Turbary, Wastes, Waste Grounds, Heaths, Furzes, Moors, Marshes, Mounds, Fences, Ways, Paths, Passages, Ponds, Pools, Waters, Watercourses, Streams, Rivulets, Fishings, Fishing Places, Fowlings, Free Warrens, Free Chase, Mines, Minerals, Quarries, Courts Leet, Courts Baron, and other Courts, Views of Frankpledge, Perquisites and Profits of Courts, Fines, Amerciaments, Rents, Rents-seck, Rents of Assize, and other Rents and Services, as well of Freehold as of Customary Tenants, Boons, Heriots, Fee Farms, Goods and Chattels of Felons, Felons of themselves, Fugitives, Outlaws, and Persons attaint and put in exigent, Escheats, Forfeitures, Waifs, Estrays, Deodands, Treasure Trove, Fairs, Markets, Tolls, Duties, Customs, Mulctures, Freeboards, Seigniories, Royalties, Jurisdictions, Offices, Franchises, Liberties, Privileges, Exemptions, Immunities, and Benefits, Easements, and Profits, Commodities, Emoluments, Advantages, Rights, Members, and Appurtenances whatsoever to the said Manors or Lordships, Farms, Messuages, Cottages, Tenements, Lands, Advowsons, Hereditaments, and Premises belonging or in anywise appertaining; to hold the same unto the said *William Windham* and *Thomas William Coke*, and their Heirs, to the Use of the said *George James Marquis of Cholmondeley*, and his Assigns, during his Life, without Impeachment of Waste, other than and except voluntary Waste in pulling down Houses and not rebuilding the same; with Remainder to the Use of the said *William Windham* and *Thomas William Coke*, and their Heirs, during the Life of the said *George James Marquis of Cholmondeley*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the said *George Horatio Marquis of Cholmondeley* and his Assigns, during his Life, without Impeachment of Waste, other than and except voluntary Waste as aforesaid; with Remainder to the Use of the said *William Windham* and *Thomas William Coke*, and their Heirs, during the Life of the said *George Horatio Marquis of Cholmondeley*, upon Trust to preserve the contingent Remainders; with Remainder to the Use of the First and other Sons of the Body of the said *George Horatio Marquis of Cholmondeley* severally and successively in Tail Male; with Remainder to the Use of the said Lord *William Henry Hugh Cholmondeley*, and the Heirs Male of the Body of the said Lord *William Henry Hugh Cholmondeley*; with several Remainders over, according to the Limitations contained in the said Will of the said *Horatio Earl of Orford*; and by the said Indenture a Power of leasing was limited to the said *George James Marquis of Cholmondeley* and the other Tenants for Life under the aforesaid Limitations contained in the said Will of the said *Horatio Earl of Orford* to the same Effect as the Power of leasing contained in the same Will, as herein-before is mentioned: And whereas by an Indenture of Release bearing Date the Thirteenth Day of *December* One thousand eight hundred and four, and grounded on a Lease for a Year bearing Date the Twelfth Day of the same Month, the same respectively being made or expressed to be made between the said *George James Marquis of Cholmondeley* (then Earl of *Cholmondeley*) of the one Part, and the said *William Windham* and *Thomas William Coke* of the other Part, after reciting (among other Things) that by the

Indenture of  
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said Order of the Eighteenth Day of *June* then last past (which Order is in part recited in the herein-before recited Indenture of the Nineteenth Day of *June* One thousand eight hundred and four) it was further ordered, that it should be referred to the said Master to approve of a proper Purchase of Estates in the said County of *Norfolk* wherein to invest the Residue of the Monies arisen by the Sales made under the said Act of Parliament (after deducting thereout the said Sum of Forty-six thousand Pounds as aforesaid), and in case the said Master should approve of any such Purchase then the said Master was to inquire whether a good Title could be made to such Estates, and was to state the same, with his Opinion thereon, to the Court; and also reciting that the said Sum of Forty-six thousand Pounds being deducted from the said Sum of Sixty-four thousand six hundred and forty-four Pounds there remained the Sum of Eighteen thousand six hundred and forty-four Pounds, being the Residue of the Money which had arisen by the Sales made under the said Act of Parliament, to be invested, under the Direction of the Court of Chancery, with the Approbation of the said *George James* Marquis of *Cholmondeley*, in the Purchase of other Freehold Manors, Messuages, Lands, Tenements, and Hereditaments of Inheritance in Fee Simple, or of Freehold and Copyhold Hereditaments, as by the said Act was directed; and also reciting that since the said recited Order of the Eighteenth Day of *June* then last past was made the said Master *Spranger* had departed this Life, and had been succeeded in his Office of Master by Mr. *Stanley*; and reciting that in pursuance of the said recited Order of the Eighteenth Day of *June* last the said Mr. *Stanley* made his Report, bearing Date the Twenty-sixth Day of *November* then last past, whereby, after stating, among other Things, that a Survey and Valuation had been made by the said *Nathaniel Kent* of a Freehold Estate whereof the said *George James* Marquis of *Cholmondeley* was seised in Fee Simple, consisting of the Manors of *Brookhall* and *Shouldhams* in *Darsingham*, with Two Farms called *Darsingham Hall Farm* or the *Manor Farm* and *Linghouse Farm*, and Two Tenements called the *Cock* and *Gays Tenements*, in *Darsingham*, and a Portion of Land in *Great Bircham* in the said County of *Norfolk* (therein-after particularly mentioned and described, and granted and released, or intended so to be), and that the said *Nathaniel Kent* had valued the same at the Sum of Eighteen thousand six hundred and fifty Pounds Four Shillings and Sixpence, and that the said *George James* Marquis of *Cholmondeley* had therefore proposed that the said Sum of Eighteen thousand six hundred and forty-four Pounds should be laid out in the Purchase of the said Estate so valued by the said *Nathaniel Kent* at the Sum of Eighteen thousand six hundred and fifty Pounds Four Shillings and Sixpence as aforesaid, the said Master certified that he had considered of the said Proposal, and was of opinion that the said Estate so proposed to be purchased as aforesaid was a proper Purchase wherein to invest the said Sum of Eighteen thousand six hundred and forty-four Pounds, and did therefore approve thereof; and the said Master further certified that an Abstract of the Title to the said Estate having been laid before him, he had looked into and considered the same, and was of opinion that a good Title could be made thereto; and reciting that by another Order made by the Right Honourable the Lord High Chancellor of *Great Britain* in the said Matter on the Sixth Day of *December* then instant it was ordered, that the said

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Master's said Report of the Twenty-sixth Day of *November* then last past should be confirmed; and it was further ordered, that the several Exchequer Bills therein mentioned to be deposited in the Bank with the Privity of the said Accountant General, and placed to the Credit of the said Matter "*Ex parte* the Purchaser or Purchasers of the Estate of *Horatio* Earl of *Orford* deceased," should be sold as therein expressed; and it was further ordered, that it should be referred back to the said Master to settle and approve of a proper Conveyance or Conveyances of the Estate in *Darsingham* and *Great Bircham* in the said County of *Norfolk*, in the said Report mentioned, to the Uses directed by the said Act of Parliament; and, upon the Execution of such Conveyance or Conveyances by all proper Parties, as the said Master should direct, it was further ordered, that out of the Monies arisen by such Sale the Sum of Eighteen thousand six hundred and forty-four Pounds should be paid to the said *George James* Marquis of *Cholmondeley* as and for the Purchase Monies of the said Estate in *Darsingham* and *Great Bircham* in the said Report mentioned; and reciting that the said Master, by his Report dated the Eleventh Day of *December* One thousand eight hundred and four, made in pursuance of the said last-recited Order, certified that he had settled and approved the said Indenture now in recital, and of the Bargain and Sale therein-after mentioned, as a proper Conveyance of the Estate in his said former Report mentioned, and therein-after granted and released, or expressed and intended so to be, to the Uses directed by the said Act of Parliament; it is witnessed, that in consideration of the Sum of Eighteen thousand six hundred and forty-four Pounds by the said *Nicholas Smith*, Accountant General of the said High Court of Chancery, to the said *George James* Marquis of *Cholmondeley* paid, he the said *George James* Marquis of *Cholmondeley* did grant, release, and confirm unto the said *William Windham* and *Thomas William Coke*, and their Heirs, all those the Manors or Lordships of *Brookhall* and *Shouldhams* in *Darsingham* in the said County of *Norfolk*; and also all that Farm commonly called or known by the Name of *Darsingham Hall Farm* or the *Manor Farm*, consisting of Two Messuages or Tenements, One of them then let in Three Tenements or Dwellings, and a Cottage, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Six hundred and seventy-six Acres One Rood and Fourteen Perches, [were the same more or less, situate, lying, and being in *Darsingham* aforesaid, and then in the Tenure or Occupation of *William Stanton*, his Assigns or Under-tenants, at or under the yearly Rent of Three hundred Pounds; and also all that Farm commonly called or known by the Name of *Ling House Farm*, consisting of a Messuage or Dwelling House and Cottage, with the Outbuildings thereto respectively belonging, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Five hundred and fifty Acres, were the same more or less, situate, lying, and being in *Darsingham* aforesaid, and then in the Tenure or Occupation of *Richard Stanton*, his Assigns or Under-tenants, at or under the yearly Rent of One hundred and sixty-five Pounds; and also all that Messuage or Tenement commonly called or known by the Name of the *Cock Tenement*, then used as a Public House, and known by the Sign of the *Cock*, with the Outbuildings, Garden, and Close or Parcel of Land or Ground called the *Home Close*, thereto belonging, situate,

lying, and being in *Darsingham* aforesaid, and then in the Tenure or Occupation of *William Yeates*, his Assigns or Under-tenants, at or under the yearly Rent of Twelve Pounds; and also all that Messuage, Cottage, or Tenement commonly called or known by the Name of *Gay's Tenement*, with the Outbuildings, and several Closes or Parcels of Land or Ground, containing together by Admeasurement Eleven Acres and Two Roods, were the same more or less, thereto belonging, situate, lying, and being in *Darsingham* aforesaid, and then in the Tenure or Occupation of *William Gay*, his Assigns or Under-tenants, at or under the yearly Rent of Twelve Pounds; and also all those Three hundred and sixty-four Acres of Land or Ground by Admeasurement, were the same more or less, being Part and Parcel of a Farm commonly called or known by the Name of *Great Bircham Farm*, situate, lying, and being in *Great Bircham* in the said County of *Norfolk*, and then in the Tenure or Occupation of *Edmund Holland*, his Assigns or Under-tenants; which said Three hundred and sixty-four Acres of Land or Ground were bounded by other Part of the said Farm called *Great Bircham Farm*, on or towards the East, by an ancient Road called the *Pedder's Way*, on or towards the West, by the Parish of *Fring*, and a Road leading from *Great Bircham* aforesaid to *Fring*, on or towards the North, and by the Road leading from *Great Bircham* aforesaid to *Lynn* on or towards the South; or by whatsoever other Name or Names the said several Manors, Farms, and other Hereditaments, or any of them, then were or was, or at any Time or Times theretofore had been, called, known, or distinguished, or howsoever otherwise described; together with all and singular Houses, Outhouses, Edifices, Buildings, Barns, Stables, Yards, Gardens, Orchards, Curtillages, Lands, Meadows, Pastures, Feedings, Feedings, Parks, Warrens, Demesne Lands, Woods, Trees, Underwoods, and the Ground and Soil thereof, Commons, Common of Pasture and Turbary, Wastes, Waste Grounds, Heaths, Furzes, Moors, Marshes, Mounds, Fences, Ways, Paths, Passages, Ponds, Pools, Waters, Watercourses, Streams, Rivulets, Fishings, Fishing Places, Fowlings, Free Warrens, Free Chase, Mines, Minerals, Quarries, Courts Leet, Courts Baron and other Courts, Views of Frankpledge, Perquisites and Profits of Courts, Fines, Amerciaments, Rents, Rents-seck, Rents of Assize, and other Rents and Services, as well of Freehold as of Customary Tenants, Boons, Heriots, Fee Farms, Goods and Chattels of Felons, Felons of themselves, Fugitives, Outlaws, and Persons attaint and put in exigent; Escheats, Forfeitures, Waifs, Estrays, Deodands, Treasure Trove, Fairs, Markets, Tolls, Duties, Customs, Mulctures, Freeboards, Seignories, Royalties, Jurisdictions, Offices, Franchises, Liberties, Privileges, Exemptions, Immunities, Benefits, Easements, Profits, Commodities, Emoluments, Advantages, Rights, Members, and Appurtenances whatsoever to the said Manors or Lordships, Farms, Messuages, Cottages, Lands, Tenements, Hereditaments, and Premises, belonging or in anywise appertaining; to hold the same unto the said *William Windham* and *Thomas William Coke*, and their Heirs, to the several Uses, upon the several Trusts, and with, under, and subject to the Powers, Provisoos, and Agreements therein-after mentioned, expressed, and declared of and concerning the same (being the same Uses, Trusts, Powers, and Agreements as by the herein-before in part recited Indenture of the Nineteenth Day of *June* One thousand eight hundred

Indenture of  
7th Oct. 1834.

hundred and four were limited and declared of and concerning the said Manors or Lordships and other Hereditaments by the said last-mentioned Indenture granted and released (or expressed and intended so to be): And whereas the said *George James* Marquis of *Cholmondeley* departed this Life on or about the Tenth Day of *April* One thousand eight hundred and twenty-seven: And whereas by an Indenture bearing Date on or about the Seventh Day of *October* One thousand eight 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, and *Richard Groom* of *Henrietta Street, Cavendish Square*, in the County of *Middlesex*, Esquire, of the Third Part, (and which Indenture was duly enrolled in the High Court of Chancery on the Fifteenth Day of *October* One thousand eight hundred and thirty-four,) it was witnessed, that for barring and defeating the Estate in Tail Male to which the said Lord *William Henry Hugh Cholmondeley* became entitled, as therein and herein before is mentioned, of and in all and singular the Manors or Lordships and other Hereditaments therein-after granted and confirmed, or expressed and intended so to be, with their Rights, Members, and Appurtenances, and all the Estates, Powers, Rights, and Interests to take effect after the Determination or in defeazance of such Estate in Tail Male, and limiting and assuring the same Premises to the Use of the said Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns, for ever, subject and without Prejudice to the Uses and Estates limited of or in the same Premises respectively by the said Will and Codicils, or any of them, the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, and the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four respectively, and then subsisting or capable of taking effect, which preceded the said Estate in Tail Male in Remainder of him the said Lord *William Henry Hugh Cholmondeley*, and to the Powers and Privileges to the same preceding Uses and Estates or any of them belonging or annexed, or exerciseable during the Continuance of the same respectively, he the said Lord *William Henry Hugh Cholmondeley*, with the Consent of the said *George Horatio* Marquis of *Cholmondeley*, as Protector of the Settlement creating the said Estate in Tail Male of the said Lord *William Henry Hugh Cholmondeley*, did grant and confirm unto the said *Richard Groom* and his Heirs all and singular the Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments devised by the said Will and Codicils of the said *Horatio* Earl of *Orford*, or any of them, and which were not by the therein and herein before recited Act of Parliament vested in Trustees for Sale, and also all and singular the said Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments comprised in the therein and herein before recited Indenture of Release of the Nineteenth Day of *June* One thousand eight hundred and four, and also all and singular the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments comprised in the therein and herein before recited Indenture of Release of the Thirteenth Day of *December* One thousand eight hundred and four, together with their and every of their Rights, Members, and Appurtenances, and all and singular the other Lands, Tenements,

Tenements, or Hereditaments whatsoever (if any) which then were or stood limited or settled, at Law or in Equity, to such of the Uses by the said Will of the said *Horatio* Earl of *Orford* limited or declared of the said Hereditaments thereby devised as were then subsisting or capable of taking effect, with their Rights, Members, and Appurtenances, to hold the same, subject and without Prejudice to the Uses and Estates limited of or in the same Premises respectively in and by the said in part recited Will and Codicils of the said *Horatio* Earl of *Orford*, or any of them, the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, and the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four respectively, and then subsisting or capable of taking effect, which preceded the said Estate in Tail Male in Remainder of him the said Lord *William Henry Hugh Cholmondeley*, and to the Powers and Privileges to the same preceding Uses and Estates or any of them annexed or belonging or exercisable during the Continuance thereof respectively, unto the said *Richard Groom* and his Heirs, to the Use of the said Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns, for ever: And whereas by Two Deeds Poll under the Hand and Seal of the said *George Horatio* Marquis of *Cholmondeley*, the one bearing Date the Sixth Day of *April* last, and the other bearing Date the Fifteenth Day of *July* last, he the said *George Horatio* Marquis of *Cholmondeley*, as Protector of the Settlement made by the said Will and First Codicil of the said *Horatio* Earl of *Orford*, gave and granted his absolute and unqualified Consent and Approbation to any Surrender or Surrenders, or Disposition or Dispositions, or Assurance or Assurances, which should be made or executed by the said Lord *William Henry Hugh Cholmondeley*, either on the Day of the Date of the said Deed Poll of the Sixth Day of *April* last, or at any Time or Times thereafter, or on the Date of the said Deed Poll of the Fifteenth Day of *July* last, or at any Time or Times thereafter, of all or any of the Copyhold Messuages, Farms, Lands, Tenements, Hereditaments, and Premises devised by the said Will and First Codicil or either of them, or then subject at Law or in Equity to the said Settlement made by the same Will and Codicil respectively, or either of them, with their respective Rights, Members, and Appurtenances, for barring and defeating the Estate in Tail Male of him the said Lord *William Henry Hugh Cholmondeley* of and in the same Premises, and all Estates, Powers, Rights, and Interests to take effect after or in defeazance of such Estate in Tail Male, and for limiting or assuring the same Premises, subject and without Prejudice to the Estate for Life of the said *George Horatio* Marquis of *Cholmondeley*, and the Estates in Tail Male to his First and other Sons severally in Tail Male, of and in the same, and all Powers, Privileges, and Exemptions annexed to such Estate for Life of him the said *George Horatio* Marquis of *Cholmondeley*, to the Use of or in Trust for the said Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns, for ever, according to the Custom of the several Manors of which the same Premises respectively were holden, or otherwise as he the said Lord *William Henry Hugh Cholmondeley* should think fit: And whereas divers Copyhold Messuages, Farms, Lands, Tenements, and Hereditaments devised by the said Will and First Codicil of the said *Horatio* Earl of *Orford* or one of them, or

Deeds Poll of  
6th April and  
15th July  
1835.

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subject to the Settlement made by the same Will and Codicil respectively, or one of them, are respectively situate in *Stalham*, *Syderstone*, *Great Massingham*, *Rudham*, and *Darsingham* aforesaid, and at *Snettisham*, in the said County of *Norfolk*, such of the same Premises as are situate in *Stalham* being holden of the several Manors of *Sutton Insoken* and *Stalham Lynford's* and *Wild's*, and such of the same Premises as are situate in *Syderstone* being holden of the several Manors of *Tatterford* with *Sherford* and *Tattersett*, with the Members, and of *East Rudham*, and such of the same Premises as are situate in *Great Massingham* being holden of the Manor of *Monks* and *Felthams* in *Great Massingham*, and such of the same Premises as are situate in *Rudham* being holden of the several Manors of *West Rudham* *Horsham Saint Faith's*, and of *West Rudham Coxford*, and such of the same Premises as are situate in *Darsingham* being holden of the respective Manors of *West Hall* in *Darsingham*, of *Jelham Hall* in *Darsingham*, and of *Pakenham* and *Snoring Hall* in *Darsingham*, and such of the same Premises as are situate in *Snettisham* being holden of the Manor of *Ingoldesthorpe Hall* in *Snettisham*, all the same Manors being in the said County of *Norfolk*: And whereas special Courts Baron have lately been held for the said several Manors, at which Courts respectively the Homage presented Surrenders made by the said Lord *William Henry Hugh Cholmondeley* out of Court of the several Messuages, Farms, Lands, Tenements, and Hereditaments holden of the same Manors respectively, which were then subject at Law or in Equity to the subsisting Uses of the said Will of the said *Horatio* Earl of *Orford*, together with all and singular Commons and Commonable Rights, Ways, Paths, Passages, Rights, Members, and Appurtenances whatsoever to the said Hereditaments and Premises respectively belonging or in anywise appertaining, to the Use of the said Lord *William Henry Hugh Cholmondeley*, his Heirs and Assigns, for ever, according to the respective Customs of the same Manors respectively, subject and without Prejudice to the Estate for Life of the said *George Horatio* Marquis of *Cholmondeley*, and the Estates in Tail Male to his First and other Sons successively, of and in the same Premises, and all Powers, Privileges, and Exemptions annexed to such Estate for Life of the said *George Horatio* Marquis of *Cholmondeley*: And whereas at the respective Times when the said several Surrenders were made the said Deeds Poll of the Sixth Day of *April* last and the Fifteenth Day of *July* last were respectively produced to the several Deputy Stewards, who took such Surrenders respectively, as appears by Indorsements signed by the same Deputy Stewards respectively on the same Deeds Poll, and the same Deeds, with the Indorsements thereon in reference to each Manor, have been duly entered on the Court Rolls of the same Manors, as appears by the several Memoranda testifying such Entries respectively indorsed on the same Deeds Poll: And whereas the respective Leases under which the Leasehold Premises bequeathed by the said Will of the said *Horatio* Earl of *Orford*, and not by the said in part recited Act vested in Trustees for Sale, as herein-before mentioned, were respectively held at the Date of the same Will and at the Time of the Decease of the said Testator have since been renewed, and such of the same Premises as in the same Will are mentioned to be held by him from the Master or Keeper of *Christ's College* in the University

of *Cambridge*, and the Fellows and Scholars of the same College, are now held by the said *George Horatio* Marquis of *Cholmondeley* under an Indenture of Lease, bearing Date the Ninth Day of *April* One thousand eight hundred and twenty-nine, and made or expressed to be made between the Right Reverend Father in God *John* Lord Bishop of *Lincoln*, Master or Keeper of *Christ's College* in the University of *Cambridge*, by *Henry* the Sixth, King of *England*, first begun, and after his Decease augmented, finished, and established by *Margaret* Countess of *Richmond* and *Derby*, Mother to King *Henry* the Seventh, and the Fellows and Scholars of the same College, of the one Part, and the said *George Horatio* Marquis and Earl of *Cholmondeley* of the other Part, whereby it is witnessed, that the said Master, Fellows, and Scholars (in consideration of Four hundred and seventy-five Pounds Sixteen Shillings and Four-pence paid to them as a Fine by the said *George Horatio* Marquis of *Cholmondeley*, and of the Surrender of a certain Lease of the Lands, Tenements, and Hereditaments therein-after demised, bearing Date the Thirty-first Day of *December* One thousand eight hundred and twenty-two, and made between the said Master, Fellows, and Scholars of the one Part, and the said *George James* Marquis of *Cholmondeley*, then lately deceased, of the other Part), and for divers good Causes and Considerations them thereunto moving, did demise, grant, and to farm unto the said *George Horatio* Marquis of *Cholmondeley*, all those their Lands, Tenements, and Hereditaments, Services, Liberty of Fold and Fold Course, situate, lying, and being in *Massingham* and *Harpley* in the County of *Norfolk*, with all the Appurtenances and Commodities to the said Lands and Tenements belonging or in anywise appertaining, to hold the same unto the said *George Horatio* Marquis of *Cholmondeley*, his Executors and Administrators, from the Feast of *Saint Michael* the Archangel One thousand eight hundred and twenty-eight unto the full End and Term of Twenty-one Years thence next ensuing, at, under, and subject to the Rents, Covenants, Conditions, and Agreements therein reserved and contained, on the Part of the Tenant or Lessee to be paid, observed, and performed; and such of the same Premises as in the said Will of the said *Horatio* Earl of *Orford* are mentioned to be held by Lease from the Bishop of *Norwich* are now held by the said *George Horatio* Marquis of *Chomondeley* under an Indenture of Lease bearing Date the First Day of *January* One thousand eight hundred and thirty, and made or expressed to be made between the Right Reverend Father in God *Henry* Lord Bishop of *Norwich* of the one Part, and the said *George Horatio* Marquis of *Cholmondeley* (therein by Mistake called *George James Horatio* Marquis of *Cholmondeley*) of the other Part, whereby it is witnessed that the said *Henry* Lord Bishop of *Norwich*, in consideration of the Surrender of a certain Lease of the Rectory, Glebe Lands, Tithes, and other Hereditaments therein-after demised, bearing Date the First Day of *January* One thousand eight hundred and twenty-three, and of the yearly Rents and Sums of Money therein-after reserved, and also for divers other good Causes and Considerations him thereunto moving, did lease, set, and to farm let unto the said *George Horatio* Marquis of *Cholmondeley*, his Executors, Administrators, and Assigns, all that the Rectory and Parsonage of *Darsingham* in the County of *Norfolk*, with all Glebe Lands, and all Manner of  
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Tithes and other Hereditaments to the same belonging or appertaining, then in the Tenure or Occupation of the said *George Horatio* Marquis of *Cholmondeley*, his Under-tenants or Assigns, (except and always reserved out of the said Premises unto the said *Henry* Lord Bishop of *Norwich* and his Successors all Advowsons of Churches and Chapels belonging to the said Rectory, Parsonage, and other the thereby leased Premises, or to any of them, and further also except and reserved unto the said *Henry* Lord Bishop of *Norwich* and his Successors all Timber, Trees, Woods, and Underwoods then or thereafter to be growing upon the Premises therein-before mentioned and expressed,) to hold the same (except as before excepted) unto the said *George Horatio* Marquis of *Cholmondeley*, his Executors, Administrators, and Assigns, from the making thereof for the Term of Twenty-one Years thence next ensuing, at and under the Rents, Covenants, Conditions, and Agreements therein reserved and contained, and on the Part of the Tenant, Lessee, or Assignee to be paid, observed, and performed: And whereas the said *George James* Marquis of *Cholmondeley* was seised in Fee Simple of the Mansion House, Park, Manors, Lands, and Hereditaments next herein-after mentioned at the Time of making his Will and at the Time of his Death: And whereas under or by virtue of the said Will of the said *George James* Marquis of *Cholmondeley* bearing Date the Fourth Day of *August* One thousand eight hundred and twenty-five, and of a Codicil to the same Will bearing Date the Tenth Day of *March* One thousand eight hundred and twenty-seven, and of an Indenture bearing Date the Fourth Day of *June* One thousand eight 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, *John Motteux* of *Beechamwell* in the said County of *Norfolk*, Esquire, and *George Finch* of *Burley-on-the-Hill* in the County of *Rutland*, Esquire, of the Fourth Part, and the said *Richard Groom*, of the Fifth Part, (being the Appointment of the said *John Motteux* and *George Finch* as Trustees in the Stead or Place of the Right Honourable *Robert Seymour* commonly called Lord *Robert Seymour*, then deceased, and the said *Thomas William Coke*, for such of the Purposes for which the said Lord *Robert Seymour* and *Thomas William Coke* were made Trustees in and by the said Will of the said *George James* Marquis of *Cholmondeley*, and the said Codicil thereto respectively, or any of them, as then remained to be performed,) the said *George Horatio* Marquis of *Cholmondeley* is seised or entitled for his Life, with Remainder to the said *John Motteux* and *George Finch*, and their Heirs, during the Life of the said *George Horatio* Marquis of *Cholmondeley*, upon Trust to preserve the contingent Remainders, with Remainder to the First and other Sons of the said *George Horatio* Marquis of *Cholmondeley* successively in Tail Male, with Remainder to the said Lord *William Henry Hugh Cholmondeley* for his Life, with several Remainders over, of or to the Mansion House of *Houghton* in the County of *Norfolk*, and the Park, Lands, and Hereditaments therewith occupied, and to divers other Manors, Lands, and Hereditaments lying contiguous to the same Mansion House and Park, in the Parishes or Places of *Houghton*, *Great Bircham*, *Bircham Tofts*, and *Bircham Newton*, in the same County, subject, as to some Part or

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Parts thereof, to certain annual Rent Charges in the said Will of the said *George James* Marquis of *Cholmondeley* particularly mentioned, and payable to the several Persons mentioned in the same Will, and to a Term of Years thereby limited for securing the Payment thereof respectively, and to the Powers and Remedies thereby given for enforcing the Payment thereof respectively, with a Power contained in the said Will of the said *George James* Marquis of *Cholmondeley* for the said *John Motteux* and *George Finch*, or the Survivor of them, or the Executors or Administrators of such Survivor, with the Consent and Approbation of the said *George Horatio* Marquis of *Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, or the Survivor of them, to be testified in Writing, to be sealed and delivered by the said Marquis and Lord *William Henry Hugh Cholmondeley*, and attested by Two or more Witnesses, to dispose by way of Sale in the Manner in the same Will mentioned of the same Mansion House, Park, Manors, Lands, and other Hereditaments, with the usual Direction for the Investment of the Monies to arise by such Sale in the Purchase of other Manors, Lands, or Hereditaments, to be situate somewhere in *England*, and to be settled to the subsisting Uses of the said Estates so authorized to be sold as last aforesaid: And whereas the said *George Horatio* Marquis of *Cholmondeley* hath not any Issue: And whereas the Freehold, Copyhold, and Leasehold Estates devised and bequeathed by the herein-before recited Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto respectively, and not by the herein-before recited Act vested in Trustees for Sale, (except the Copyhold Lands and Tenements in *Stalham* aforesaid, and certain Copyhold Hereditaments situate at *Happisburgh* in the said County of *Norfolk*, and held of the Manor of *Happisburgh*,) and the said Manors or Lordships, Advowsons, Messuages, Farms, Lands, Tenements, and other Hereditaments comprised in the herein-before recited Indenture of Release of the Nineteenth Day of *June* One thousand eight hundred and four, and the said Manors or Lordships, Messuages, Farms, Lands, Tenements, and other Hereditaments comprised in the herein-before recited Indenture of Release of the Thirteenth Day of *December* One thousand eight hundred and four respectively, adjoin or are near to the said Mansion House of *Houghton* and other Estates of which the said *George Horatio* Marquis of *Cholmondeley* is Tenant for Life, with Remainders over as aforesaid, under the said Will and Codicils of the said *George James* Marquis of *Cholmondeley*, or some or one of them: And whereas in the Event of the said Mansion House of *Houghton* being sold under the aforesaid Power in that Behalf it would be greatly for the Benefit of the said *George Horatio* Marquis of *Cholmondeley*, and of the several other Persons entitled or to become entitled under the Limitations contained in the said Will of the said *Horatio* Earl of *Orford*, if the said Freehold, Copyhold, and Leasehold Estates adjoining or near to the said Mansion House, and of which the said *George Horatio* Marquis of *Cholmondeley* is Tenant for Life, with Remainders over as aforesaid, under the said Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto, and the said Indentures of the Nineteenth Day of *June* One thousand eight hundred and four and the Thirteenth Day of *December* One thousand eight hundred and four respectively,

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were also sold, and if the Monies to arise from such last-mentioned Sale were, under the Direction of the High Court of Chancery, laid out in the Purchase of other Manors, Lands, or Hereditaments to be situate at a more convenient Distance from the Family Seat of the said *George Horatio* Marquis of *Cholmondeley* called *Cholmondeley Castle*, and his other principal settled Estates which are situate in the County of *Chester*, or to be situate conveniently in regard to any Manors, Lands, or Hereditaments which may be purchased with Monies to arise by Sales made under the said Power of Sale contained in the said Will of the said *George James* Marquis of *Cholmondeley*, to be settled to the Uses to which the Freehold and Copyhold Estates to be sold as last aforesaid now stand limited or settled under the said Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto, the said Indentures of the Nineteenth Day of *June* One thousand eight hundred and four, the Thirteenth Day of *December* One thousand eight hundred and four, and the Seventh Day of *October* One thousand eight hundred and thirty-four, and the said several Surrenders so as aforesaid made by the said Lord *William Henry Hugh Cholmondeley*: And whereas the said Copyhold Lands and Hereditaments situate in *Stalham* aforesaid lie at a great Distance, as well from the settled Estates of the said *George Horatio* Marquis of *Cholmondeley* in the said County of *Norfolk* as from the settled Estates of the same Marquis in the said County Palatine of *Chester*, and, without having regard to the Sale of the said Mansion House of *Houghton*, it would be greatly for the Benefit of the said *George Horatio* Marquis of *Cholmondeley*, and of the several other Persons entitled or to become entitled under the Limitations to which the said Copyhold Premises in *Stalham* now stand settled, if the same were sold, and the Monies to arise from such last-mentioned Sale were, under the Direction of the High Court of Chancery, laid out in the Purchase of Lands or Hereditaments convenient to be held with the said settled Estates in the said County Palatine of *Chester*, to be settled to the Uses to which the same Copyhold Premises now stand settled: And whereas the First Schedule to this Act contains a Description intended to comprise the Freehold, Copyhold, and Leasehold Estates (exclusive of the Manors, Advowsons, Tithes, and other incorporeal Hereditaments) proposed to be made saleable by this Act (except the said Copyhold Lands and Hereditaments in the said Parish of *Stalham*): And whereas the said Copyhold Lands and Hereditaments in *Stalham* are particularly mentioned in the Second Schedule to this Act: And whereas Doubts have arisen whether Two Fields, Closes or Parcels of Land, one called *Upper Saint Faith's*, and containing about Sixty-two Acres, and the other called *Lower Saint Faith's*, and containing about Sixty-four Acres and Two Roods, being Part of the Farm in the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four called *West Rudham Farm*, and thereby conveyed and expressed to be conveyed as aforesaid, are not Part of the said Hereditaments holden by Copy of Court Roll of the said Manor of *West Rudham Horsham Saint Faith*: And whereas the said Two Fields, Closes or Parcels of Land, called *Upper Saint Faith's* and *Lower Saint Faith's* would not, if Freehold, exceed in Value the Sum of Two thousand two hundred Pounds: And whereas the said Lord *William Henry*

*Henry Hugh Cholmondeley* is seised in Fee Simple of certain Lands and other Hereditaments at *Netherton* in the County Palatine of *Chester*, described in the Third Schedule to this Act, and the same have been valued by *Henry Cornelius Wright* of *Tavistock Street, Covent Garden*, Gentleman, a Surveyor, at the Sum of Two thousand five hundred and seventy-six Pounds: And whereas the said Lord *William Henry Hugh Cholmondeley* (who is one of the residuary Legatees named in the last Will and Testament of the said *George James Marquis of Cholmondeley*) is willing that the said Lands and other Hereditaments at *Netherton* aforesaid should be settled to the subsisting Uses of the said Will of the said *Horatio Earl of Orford*, in satisfaction of all Claims or Demands under the Covenants for Title entered into by the said *George James Marquis of Cholmondeley*, with the said *William Windham* and *Thomas William Coke* and their Heirs, in and by the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, or otherwise, in respect of the presumed Defect in the Title of the said *George James Marquis of Cholmondeley* to the said Two Fields, Closes or Parcels of Land, called *Upper Saint Faith's* and *Lower Saint Faith's*, so as aforesaid sold by him to the Trustees under the said Act of Parliament, and the said *George Horatio Marquis of Cholmondeley* is willing that such Settlement should be made accordingly: And whereas by reason of the Limitations contained in the Will of the said *Horatio Earl of Orford*, and referred to by the said First Codicil thereto as aforesaid, and in the said Indentures of the Nineteenth Day of *June* One thousand eight hundred and four and the Thirteenth Day of *December* One thousand eight hundred and four respectively, the several Purposes herein-before mentioned and expressed cannot be effected without the Aid and Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subjects the said *George Horatio Marquis of Cholmondeley* and the said Lord *William Henry Hugh Cholmondeley* 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 it shall and may be lawful to and for the said *John Motteux* and *George Finch*, and the Survivor of them, and the Executors or Administrators of such Survivor, and they and he are and is hereby authorized, at any Time or Times after the passing of this Act, (but subject to the Restriction herein-after contained,) with the Consent in Writing of the said *George Horatio Marquis of Cholmondeley* and Lord *William Henry Hugh Cholmondeley*, or the Survivor of them, and after the Decease of such Survivor with the Consent in Writing of the Person who under the Limitations contained in the said Will of the said *Horatio Earl of Orford*, and referred to by the said First Codicil to the same Will as aforesaid, or the Limitations contained in the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, or the Limitations contained in the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four, shall for the Time being be entitled to the Receipt of the Rents and Profits of the Hereditaments and Premises hereby authorized to be sold, or if such Person shall be an Infant then with the Consent in Writing of

Empowering the Trustees to sell the Estates herein described (under certain Restrictions), with the Consent of the Persons herein mentioned.

of his Guardian or Guardians for the Time being, absolutely to sell and dispose of all or any Part or Parts of the several Freehold Manors or Lordships, Messuages, Farms, Lands, Tenements, Advowsons, Tithes, Hereditaments, and Premises which were devised by the said Will of the said *Horatio* Earl of *Orford*, and the said First Codicil thereto, or either of them, and were not by the herein-before recited Act vested in Trustees for Sale, as herein-before is mentioned, and also all or any Part or Parts of the several Copyhold Messuages, Lands, Tenements, Hereditaments, and Premises holden of the said several Manors of *Sutton Insoken*, *Stalham Lynford's* and *Wild's*, *Tatterford* with *Sherford*, *Tatterset* with the Members, *East Rudham Monks* and *Feltham's* in *Great Massingham*, *West Rudham Horsham Saint Faith's*, *West Rudham Coxford*, *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, *Pakenham* and *Snoring Hall* in *Darsingham*, and *Ingoldesthorpe Hall* in *Snettisham* respectively, which were devised by the said Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto, or either of them, and also with due Licence of the Lessor or Lessors, according to any Provisoes in the Leases thereof contained, all or any Part or Parts of the Leasehold Messuages, Lands, Tenements, and Hereditaments which were devised or bequeathed by the said Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto, or either of them, and were not by the said Act vested in Trustees for Sale, and also all or any Part or Parts of the said Manors or Lordships, Messuages, Farms, Lands, Tenements, Hereditaments and Premises comprised respectively in the several herein-before in part recited Indentures of the Nineteenth Day of *June* One thousand eight hundred and four and the Thirteenth Day of *December* One thousand eight hundred and four, and all or any Part or Parts of such other Lands, Tenements, or Hereditaments, if any, (whether Freehold, or holden by Copy of Court Roll of any of the said several Manors of *Sutton Insoken*, *Stalham Lynfords* and *Wilds*, *Tatterford* with *Sherford*, *Tatterset* with the Members, *East Rudham Monks* and *Feltham's* in *Great Massingham*, *West Rudham Horsham Saint Faith's*, *West Rudham Coxford*, *West Hall* in *Darsingham*, *Jelham Hall* in *Darsingham*, *Pakenham* and *Snoring Hall* in *Darsingham*, and *Ingoldesthorpe Hall* in *Snettisham*, or Leasehold,) as by virtue of or under any Act or Acts of Parliament for Inclosure or otherwise are now subject at Law or in Equity to the subsisting Uses of the said Will of the said *Horatio* Earl of *Orford*, together with all and singular the Rights, Members, and Appurtenances whatsoever to the same Premises respectively belonging or in any-wise appertaining, or with the same or any Part thereof respectively now or heretofore held, used, occupied, possessed, or enjoyed, or accepted, reputed, deemed, taken, or known as Part, Parcel, or Member thereof or of any Part thereof, or appurtenant thereto, either at One Time or at several Times, and either together or in Parcels, and either by public Auction or by private Contract, unto any Person or Persons whomsoever, for the best Price or Prices in Money that can at the Time of such Sale or Sales respectively be reasonably obtained for the same respectively, and with Power for the same Trustees or Trustee for the Time being to buy in the same Premises or any Part or Parts thereof at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into

for the Sale of the same Premises, or any Part or Parts thereof, and to re-sell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale may be so rescinded, without being answerable for any Loss which may be occasioned thereby; and also with Power for the said Trustees or Trustee for the Time being to sell the same Premises, or any Part or Parts thereof, (whether such Sale shall be made by public Auction or by private Contract) under any special Condition or Conditions of Sale as to Title or otherwise, as to them or him shall seem expedient; and upon Payment into the Bank in manner herein-after mentioned of the Purchase Money for the same Premises or any Part or Parts thereof respectively which shall be so sold, by any Indenture or Indentures under their or his Hands and Seals or Hand and Seal to limit, appoint, and convey the Freehold Hereditaments which shall be so sold as aforesaid, with their Rights, Members, and Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or in such other Manner as he, she, or they shall direct, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Charges, and Limitations limited, declared, or contained in and by the said Will of the said *Horatio* Earl of *Orford*, and referred to by the said First Codicil to the same Will as aforesaid, or limited, declared, or contained in and by the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, or in and by the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four, of or concerning the same respectively; and by any Surrender or Surrenders to be by them or him made into the Hands of the Lord or Lady or Lords or Ladies of the Manor, or respective Manors of which the Copyhold Hereditaments ~~shall~~ shall respectively be holden, or his, her, or their Steward, or his Deputy, according to the Custom or respective Customs of such Manor or Manors respectively, and in the same Manner as if such Trustees or Trustee were or was the Copyhold Tenants or Tenant of the same respectively, to surrender the Copyhold Hereditaments so to be sold, with their Rights, Members, and Appurtenances, to the Use of the Purchaser or Purchasers thereof respectively, and his, her, or their Heirs and Assigns, or otherwise as he, she, or they shall in that Behalf direct, to be holden, at the Will of the Lord or Lady or Lords or Ladies of the same Manor or Manors respectively, according to the Custom or respective Customs thereof respectively, by the Rents, Fines, Suits, and Services therefor due and of Right accustomed, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Charges, and Limitations limited, declared, or contained in and by the said Will of the said *Horatio* Earl of *Orford*, and referred to by the said First Codicil to the same Will as aforesaid; and by any Indenture or Indentures under their or his Hands and Seals or Hand and Seal to assign and assure the Leasehold Hereditaments so to be sold as aforesaid, with their Rights, Members, and Appurtenances, unto the Purchaser or Purchasers thereof respectively, and his, her, or their Executors, Administrators, and Assigns, for all the Residue which shall be to come of the Lease or Leases under which the same respectively shall be holden, whether under the subsisting Lease or Leases

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of the same Premises respectively, or any renewed Lease or Leases thereof respectively, subject to the Rents, Conditions, Covenants, and Agreements by and in the Lease or Leases thereof respectively reserved and contained, on the Part of the Tenant or Lessee to be paid, observed, or performed, freed, acquitted, exonerated, and discharged of and from all and every the Uses, Estates, Trusts, Powers, Provisoos, Charges, and Limitations limited, declared, or contained in and by the said Will of the said *Horatio* Earl of *Orford*, and referred to by the said First Codicil to the same Will, as aforesaid.

Restrictions under which such Sales are to be made.

II. Provided always, and be it further enacted, That (except as to the said Hereditaments in the Parish of *Stalham* aforesaid) no Sale shall be made under the Authority of this Act to any Person or Persons, unless the said Mansion House of *Houghton* shall be sold at the same Time to the same Person or Persons, or to some other Person or Persons under the said Power of Sale contained in the said Will of the said *George James* Marquis of *Cholmondeley*, or shall previously thereto have been sold under the same Power to any Person or Persons.

Purchase Monies to be paid into the Bank.

III. And be it further enacted, That all and every Sums and Sum of Money which shall arise from any Sale or Sales to be made in pursuance of this Act shall be paid by the Person or Persons to whom such Sale or Sales shall be made into the Bank of *England*, in the Name and with the Privity of the Accountant General of the High Court of Chancery, to be placed to his Account there "*Ex parte* the Purchasers of the devised or settled Estates of the late *Horatio* Earl of *Orford*," pursuant to the Method prescribed by the Act of the Twelfth Year of the Reign of King *George* the First, Chapter Thirty-two, and to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of King *George* the Second, Chapter Twenty-four.

Application of the Monies paid into the Bank.

IV. And be it further enacted, That out of the Monies so to be paid into the Bank to the Account of "*Ex parte* the Purchasers of the devised and settled Estates of the late *Horatio* Earl of *Orford*," as aforesaid, the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for, and preparing, obtaining, and passing this Act, and also all the Costs, Charges, and Expences which shall be incurred in relation to or attending the Sale or Sales hereby authorized, or otherwise in or about the Execution of the Trusts hereby declared, and the Costs and Expences of any Applications to the Court under this Act, shall be in the first place paid and satisfied; and the Residue and Surplus of such Monies shall with all convenient Speed, upon Petition to be presented to the said Court of Chancery in a summary Way by the said *George Horatio* Marquis of *Cholmondeley* during his Life, and after his Death by the Person who under the Limitations contained in the said Will of the said *Horatio* Earl of *Orford*, and referred to by the said First Codicil thereto, as aforesaid, or the Limitations contained in the said Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, or the Limitations contained in the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four, would for the Time being, if

this Act had not been made, be beneficially entitled in Possession to the Rents and Profits of the Hereditaments and Premises which shall so have been sold as aforesaid, or if such Person shall be an Infant, then by his or their Guardian or Guardians respectively, be laid out and invested, under the Direction of the said Court, in the Purchase of Freehold Manors, Messuages, Farms, Lands, Tenements, or Hereditaments of an Estate of Inheritance in Fee Simple in Possession, situate within a convenient Distance from the said settled Estates in the said County Palatine of *Chester*, or situate conveniently in regard to any Manors, Lands, or Hereditaments which may be purchased with Monies to arise by Sales made under the said Power of Sale contained in the said Will of the said *George James* Marquis of *Cholmondeley*, or Copyhold Lands or Hereditaments convenient to be enjoyed with any Freehold Estates so to be purchased under this Act, and to be holden for an Estate of Inheritance in Possession, to be approved of respectively by the said Court; all which Premises so to be purchased as aforesaid shall be conveyed, settled, and assured 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 such of the said Freehold Hereditaments devised by the said Will of the said *Horatio* Earl of *Orford* and the said First Codicil thereto, or either of them, as are herein-before authorized to be sold, do now stand limited and settled under or by virtue of the same Will and Codicil and the herein-before recited Indenture of the Seventh Day of *October* One thousand eight hundred and thirty-four, or such and so many of the same Uses, Trusts, Intents, Purposes, Powers, Provisoos, and Declarations as shall then be subsisting undetermined or capable of taking effect, or as near thereto as the Nature and Quality of the Hereditaments so to be purchased and the Circumstances will admit.

V. And be it further enacted, That all Sums of Money which shall be paid into the Bank in the Name of the said Accountant General in manner herein-before directed, or so much thereof as shall not be ordered by the said Court of Chancery to be applied in Payment of Costs, Charges, and Expences as aforesaid, shall, in the meantime and until the same shall be invested in the Purchase of Manors, Messuages, Lands, Tenements, or Hereditaments as aforesaid, be from Time to Time laid out, under the Direction of the said Court of Chancery, in the Name of the said Accountant General, in the Purchase of Navy or Victualling or Exchequer Bills; and the Interest arising from the Bills so to be purchased, and the Money to be received from the same Bills respectively, or from any other Bills to be purchased as next herein-after directed, when and as they shall respectively be paid off by Government, shall be laid out from Time to Time, under the like Direction of the said Court, in the Name of the said Accountant General, in the Purchase of other Navy or Victualling or Exchequer Bills; provided that it shall be lawful for the said Court of Chancery to make such General or Special Order or Orders, if necessary, that whensoever the Navy or Victualling or Exchequer Bills of the Date of those in the Hands of the said Accountant General shall be in a Course of Payment by Government, and new Navy or Victualling or Exchequer Bills shall be issued, such

Monies, until Investment in Land, to be laid out in Navy, Victualling, or Exchequer Bills.

new

new Navy or Victualling or Exchequer Bills may be received in exchange for those which are in course of Payment as shall be effectual for enabling such Receipt in exchange, and in that Event the Interest of the old Bills shall be laid out as before directed with respect to the Interest where the Bills are paid off as aforesaid; all which said Navy, Victualling, or Exchequer Bills, whether purchased or exchanged, shall be deposited in the Bank in the Name of the Accountant General, and shall there remain until the same shall be wanted for any of the Purposes herein before expressed, and until the same Navy, Victualling, or Exchequer Bills shall, upon a Petition to be preferred to the said Court of Chancery in a summary Way by the said *George Horatio* Marquis of *Cholmondeley*, or such other Person who for the Time being if this Act had not been passed would have been beneficially entitled in Possession to the Rents and Profits of the Hereditaments which shall have been so sold as aforesaid, or if such Person or Persons shall be under Age then by his Guardian or Guardians, be respectively ordered to be sold by the said Accountant General for the Payment of any such Costs, Charges, or Expences as aforesaid, or for completing any such Purchase or Purchases as aforesaid, in such Manner as the said Court shall think fit and direct; and if the Money arising by the Sale of such Navy, Victualling, or Exchequer Bills shall exceed the Amount of the original Money so laid out as aforesaid, then and in such Case only the Surplus which shall remain shall be paid to such Person or Persons respectively as during the Continuance of the Investment in such Bills would have been entitled to receive the Rents and Profits of the Hereditaments directed to be purchased in case the same had been actually purchased in pursuance of this Act, or the personal Representative or Representatives of such Person or Persons, as Part of his or their Personal Estate.

If the Money arising by Sale of the Bills shall exceed the original Money, the Surplus to be paid to the Person who would be entitled to the Rents of the Estates.

The Certificates of the Accountant General, with the Receipts of One of the Cashiers of the Bank, or Office Copies, to be good Discharges.

VI. And be it further enacted, That the Certificate or Certificates of the said Accountant General, together with the Receipt or Receipts of One of the Cashiers of the Bank of *England*, to be thereto annexed and therewith filed in the Register Office of the said Court of Chancery, of the Payment into the Bank of *England*, by or on behalf of such Purchaser or Purchasers, of his, her, or their Purchase Money or Purchase Monies as aforesaid, or an Office Copy or Office Copies thereof, shall be and be deemed and taken to be a good and sufficient Discharge or good and sufficient Discharges to such Purchaser or Purchasers, and to his, her, or their Heirs, Executors, Administrators, and Assigns, for the same, or so much thereof as therein respectively shall be expressed to have been paid; and that such Purchaser or Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, shall not afterwards be liable to see to the Application of such Monies, or be answerable or accountable for any Loss, Misapplication, or Nonapplication of the same.

The Court of Chancery may order the Monies to be applied in discharge

VII. Provided always, and be it further enacted, That it shall be lawful for the High Court of Chancery, on the Petition of the said *George Horatio* Marquis of *Cholmondeley*, or any Son of the said *George Horatio* Marquis of *Cholmondeley*, who for the Time being shall be entitled in Possession under the Limitations contained in the said

said Will of the said *Horatio* Earl of *Orford*, if of full Age, or his Guardian or Guardians, if under Age, and also of the said Lord *William Henry Hugh Cholmondeley*, to be made in a summary Way, to order the Monies which shall be paid into the Bank of *England* as aforesaid, or any Part or Parts thereof, to be applied in or towards paying off or discharging any Mortgage or Mortgages, or other Charge or Charges which now affect or shall or may affect any Manors, Lands, or Hereditaments which now are or shall stand limited or settled to the Use of the said *George Horatio* Marquis of *Cholmondeley* for his Life; with Remainder to the Use of his First and other Sons successively in Tail Male; with Remainder to the Use of the said Lord *William Henry Hugh Cholmondeley* for his Life; with Remainder to the Use of his First and other Sons successively in Tail Male.

of any Mortgages, &c.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Court of Chancery, and the said Court is hereby authorized and required, from Time to Time to make such an Order or Orders as the said Court shall think fit, for taxing or settling the Costs, Charges, and Expences preparatory to and attending the soliciting and applying for and preparing, obtaining, and passing this Act, and which shall be incurred in relation to or attending the Sale or Sales herein-before authorized, and for taxing or settling the Costs of the several Applications to the said Court respecting the Matters aforesaid, and the Costs of taking the said Monies out of the Bank, and investing such Monies in the Purchase of Manors, Lands, or Hereditaments as aforesaid, and settling the same Manors, Lands, and Hereditaments according to the Direction herein-before contained, or otherwise in carrying the Trusts and Purposes of this Act into complete Execution, and also from Time to Time to make such Orders as the Court shall think fit for Payment of all such Costs, Charges, and Expences as aforesaid, out of the Monies which shall arise from the said Sales under this Act, and which shall be so paid into the Bank as aforesaid, or out of the Money arising from the Sale of the Navy, Victualling, or Exchequer Bills to be purchased or received in exchange as aforesaid; and it shall be lawful for the said Court of Chancery to make such further Order or Orders in relation to the Premises as the said Court shall think fit.

The Court of Chancery to make Orders for taxing the Costs of Act and of Sales, and for Payment of the same.

IX. And be it further enacted, That the Lands and other Hereditaments at *Netherton* aforesaid, particularly mentioned in the Third Schedule to this Act, together with all and singular Houses, Out-houses, 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 said Lands, 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,

The Lands at *Netherton* mentioned in the Third Schedule to go and remain to the Uses of the Will and Codicil of *Horatio* Earl of *Orford*.

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Parcel, or Member of them or any Part of them, or appurtenant thereunto, with their and every of their Appurtenances, shall from and after the passing of this Act go and remain to, upon, and for such of the Uses, Trusts, Intents, and Purposes, and under and subject to such of the Powers, Provisoos, and Declarations in and by the said Will of the said *Horatio* Earl of *Orford* limited, declared, and contained of or concerning said Manors, Hereditaments, and Premises thereby devised, as are now subsisting undetermined or capable of taking effect.

Estate of the Marquis of Cholmondeley discharged from the Covenants for Title contained in part recited Indenture of 19th June 1804.

X. And be it further enacted, That the Heirs, Executors, and Administrators of the said *George James* Marquis of *Cholmondeley*, and all and singular the Real and Personal Estates and Effects whatsoever and wheresoever late of the said *George James* Marquis of *Cholmondeley*, shall from and after the passing of this Act be and remain absolutely acquitted and discharged of and from the Covenants for Title and for further Assurance entered into by the said *George James* Marquis of *Cholmondeley* with the said *William Windham* and *Thomas William Coke*, and their Heirs, in and by the hereinbefore in part recited Indenture of the Nineteenth Day of *June* One thousand eight hundred and four, and all Claims or Demands whatsoever by virtue of or under any of the same Covenants or otherwise in respect of the presumed Defect in the Title of the said *George James* Marquis of *Cholmondeley* to the said Two Fields, Closes or Parcels of Land, called *Upper Saint Faith's* and *Lower Saint Faith's*, so as aforesaid sold by him to the Trustees under the said Act of Parliament.

Court of Chancery may appoint new Trustees on Vacancies.

XI. Provided always, and be it further enacted, That if the said *John Motteux* and *George Finch*, or either of them, or any future Trustee or Trustees who shall succeed or shall be appointed in the Stead or Place of them or either of them, as herein-after is mentioned, shall die, or shall go out of *Great Britain*, or shall desire to be discharged from or shall refuse or decline or become incapable to act in the Powers or Trusts hereby vested or reposed in them or him, before the said Trusts or Powers shall be fully executed or performed or become incapable of being executed or performed, then and so often as any such Case shall happen it shall be lawful for the said High Court of Chancery, in a summary Way, upon the Petition of the Person who for the Time being, under the Limitations contained in the said Will of the said *Horatio* Earl of *Orford*, shall be entitled to the Receipt of the Rents and Profits of the Hereditaments hereby made saleable, or such of them as shall remain unsold, or if such Person shall be an Infant, then upon the Petition of his Guardian or Guardians, from Time to Time to nominate and appoint any Person or Persons to be proposed in the said Petition, or any other Person or Persons, to be a Trustee or Trustees in the Stead or Place of the Trustee or Trustees so dying, or going out of *Great Britain*, or desiring to be discharged, or refusing or declining or becoming incapable to act as aforesaid; and such new Trustee or Trustees shall and may in all Things act in the Management, carrying on, and Execution of the Powers and Trusts hereby created, as fully and effectually, to all Intents, Effects, Constructions, and Purposes whatsoever,

soever, as if he or they had been originally by this Act nominated a Trustee or Trustees.

XII. 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, Executors, Administrators, and Assigns (other than and except the said *George Horatio* Marquis of *Cholmondeley*, and his First and other Sons, and the Heirs Male of the Body of such Sons respectively; and except the said Lord *William Henry Hugh Cholmondeley*, and his First and other Sons, and the Heirs Male of the Body of such Sons respectively; and except 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 Manors, Messuages, Farms, Lands, Tenements, and other Hereditaments hereby authorized to be sold as aforesaid, or any of them, or any Part thereof, under or by virtue of the said Will and First Codicil of the said *Horatio* Earl of *Orford*, or either of them, or the said Indentures of the Nineteenth Day of *June* One thousand eight hundred and four, or the said Indenture of the Thirteenth Day of *December* One thousand eight hundred and four, or claiming or to claim, under the said Act of Parliament, any Estate, Right, Title, or Interest, at Law or in Equity, of, in, to, or out of the Hereditaments in and by the same Act directed to be purchased, as herein-before is mentioned, or any of them, or any Part thereof,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the same Hereditaments and Premises respectively, and every or any Part thereof respectively, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

General Saving.

XIII. And 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, Executors, Administrators, and Assigns, (other than and except the said Lord *William Henry Hugh Cholmondeley* and his Heirs,) all such Right, Title, Interest, Claim, and Demand whatsoever of, in, to, or out of the said Hereditaments at *Netherton*, hereby limited and settled as aforesaid, and every or any Part thereof, as they, every or any of them, had before the passing of this Act, or could or might have had, held, or enjoyed in case this Act had not been passed.

General Saving as to Lands at Netherton.

XIV. 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 foregoing Act refers.

Situation of Estates.	Description of Property.	Present or late Occupiers.	Quantity, more or less.			Totals.			Totals of each Division.		
			A.	R.	P.	A.	R.	P.	A.	R.	P.
	Comprised in Conveyance of June 1804.										
Parish of Harp- ley.	The Point Nursery Planta- tion and Woodland.	The Marquis of Cholmondeley.	11	3	6						
Ditto - -	Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Te- nements, Lands, and Grounds, with the Appur- tenances, together with several Cottages occupied by Labourers.	Late Thomas Herring, now Edward Beck, his Under-te- nants and others.	998	1	18						
Ditto - -	Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Te- nements, Lands, and Grounds, with the Appur- tenances, together with several Cottages occupied by Labourers.	Formerly Ed- ward Walker, late Samuel Gotterson, now William Her- ring, his Un- der-tenants and others.	642	1	9						
Ditto - -	Point Closes, Lands, and Grounds, with the Appur- tenances.	Formerly Tho- mas Herring, late Engles- town, now Wil- liam Bidewell.	30	3	6						
Ditto - -	Rose and Crown Public House, Outbuildings, Land, and Premises, with the Appurtenances.	Formerly James Stapleton, late George Love, now Widow Whitby.	1	0	0						
Ditto - -	Cottage in Two Tenements, with the Appurtenances.	Isaac Bartle, George Rudd.	0	2	0						
						1,684	2	39			
Parish of West Rudham.	Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Te- nements, Gardens, Lands, and Grounds, with the Appurtenances, together with several Cottages oc- cupied by Labourers.	Late Powell, now John Cur- tis, his Under- tenants and others.	919	0	23						
Ditto - -	Lands and Grounds, with the Appurtenances.	Late Gotterson, now William Herring.	142	2	9						
						1,061	2	32			
Parish of Great Massingham.	Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Tene- ments, Gardens, Lands, and Grounds, with the Appurtenances.	Late William Banks, now William Man- ning, his Un- der-tenants and others.	137	3	0						

Situation of Estates.	Description of Property.	Present or late Occupiers.	Quantity, more or less.			Totals.			Totals of each Division.		
			A.	R.	P.	A.	R.	P.	A.	R.	P.
Parish of Great Massingham.	Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Tenements, Gardens, Lands, and Grounds, with the Appurtenances.	Late Widow Banks and the Reverend — Greenside, now Deeker Cook, his Under-tenants, and others.	274	2	26						
Ditto -	Lands and Grounds, formerly Rams Head Closes, Gayton Brakes, Pightles, late Herring and Kemp's, with the Appurtenances.	Late Messieurs Beck and Reynolds, now John Burgess.	22	1	18						
Ditto -	Wacey's Pightle, Pightle adjoining near late Baxter, with the Appurtenances.	Late John Gage, now Charles Chamberlain.	5	0	6						
Ditto -	Little Massingham Close, with the Appurtenances.	Late Abel Curtis and Reynolds, now Cottagers Allotments.	6	2	14						
Ditto -	The Fox and Pheasant Public House, Cottages, Tenements, Outbuildings, Lands, and Grounds, with the Appurtenances.	Late Thomas Mason, now Martha Ma-son.	1	2	21						
						448	0	5.			
Parish of Grimstone and Cougham.	Grimstone Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Tenements, Gardens, Lands, and Grounds, with the Appurtenances.	Late John Oldfield, now Richard Oldfield and his Under-tenants.	182	1	0						
Ditto -	Bate's Tenement, Cottage, Outbuildings, and Premises, Lands and Grounds, with the Appurtenances.	Late Elizabeth now John Bates.	3	0	0						
Ditto -	The Warren Farmhouse, Barns, Stables, Outbuildings, Yards, and Premises, Tenements, Gardens, Lands, and Grounds, with the Appurtenances.	Late Widow Whitby, now Benjamin Morris.	402	0	0						
						587	1	3			
									3,781	2	36
Parish of Dersingham, Sharnbourn, and Ingoldes- thorpe.	Comprised in Conveyance of December 1804. Dersingham Hall or Church Farm, Houses, Barns, Stables, Outbuildings, Yards, and Premises, Cottages, Tenements, Gardens, Plantations, Lands, and Grounds, with the Appurtenances.	Late William Stanton, now Richard Stanton, and his Under-tenants.	670	2	11						
Ditto -	Ling House Farmhouse, Barns, Stables, and Outbuildings, Yards, and Premises, Cottages, Tenements, Gardens, Lands, and Grounds, with the Appurtenances.	Late Richard Stanton, now Richard Stanton junior and his Under-tenants.	559	3	7						
Ditto -	The Cock Public House, Tenement, Outbuildings, and Premises, Lands and Grounds, with the Appurtenances.	Formerly James Yates, late J. Ma-son, now George Gam-ble.	3	2	17						

[Private.]

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Situation of Estates.	Description of Property.	Present or late Occupiers.	Quantity, more or less.			Totals.			Totals of each Division.		
			A.	R.	P.	A.	R.	P.	A.	R.	P.
Parish of Dersingham, Sharnbourn, and Ingoldes-thorpe.	Gay's Tenement, Cottage, and Outbuildings, Yards and Premises, Lands and Grounds, with the Appurtenances.	Late William Gay, now Abraham Gay.	12	1	0	1,246	0	35			
Parish of Great Bircham.	Land adjoining the Pedder's Way, the Lynn Road being on the South, the Parish of Fring, and the Road from Bircham to Fring, on the North, and other Lands of Lord Cholmondeley on the East.	Formerly Holland, late William Athill Beck, now James Kitton.	-	-	-	364	0	0	1,610	0	35
Devised by Horatio Earl of Orford.											
Parish of Great Massingham.	Farmhouse, Barns, Stables, Yards, and Premises, Cottages, Tenements, Gardens, Lands, and Grounds, with the Appurtenances, together with several Cottages occupied by Labourers and others.	Late Anthony and Edward Beck, now John Burgess, his Under-tenants and others.	1,175	2	28						
Ditto - -	Buildings, Yards, and Premises, Tenements, Gardens, Lands, and Grounds, with the Appurtenances, together with several Cottages occupied by Labourers and others.	Late William Banks, now William Manning, his Under-tenants and others.	536	1	1						
Ditto - -	Cottage, Blacksmith's Shop, Outbuildings, and Premises, Lands and Grounds, with the Appurtenances.	John Dixon -	1	0	16						
Ditto - -	Buildings, Yards, and Premises, Tenements, Gardens, Lands, and Grounds, with the Appurtenances, together with Cottages occupied by Labourers and others.	Formerly William Banks, late Widow Banks, now Deeker Cook.	337	2	17						
Ditto - -	The Swan Public House, Yards, Outbuildings, and Premises, Tenements, Gardens, Lands, and Grounds, with the Appurtenances.	Late John Gage, now Charles Chamberlain.	43	3	30						
Ditto - -	Cottage or Stable, Outbuildings, Yards, Gardens, Lands, and Premises, with the Appurtenances.	Late Widow Renals, now John Joy.	1	1	10						
Ditto - -	Lands and Grounds, with the Appurtenances.	Late Abel Curtis, now Cottagers Allotments.	6	0	0						
Ditto - -	Church Close, with the Appurtenances.	Late Thomas Mason, now Martha Mason.	15	0	0						
						2,116	3	22			



The THIRD SCHEDULE to which the foregoing Act refers.

*Netherton.*

No. on Plan.	Description.	Quantities.			Totals.			Annual Rent.			Annual Value.		
		A.	R.	P.	A.	R.	P.	£	s.	d.	£	s.	d.
<i>Late Part of Nangreave's Tenement.</i>													
13	Cowhay in the Marsh - - - -	6	1	17									
23	In Mickle Meadow - - - -	2	0	22									
14 a	In Overy Meadow - - - -	1	1	20									
7	Further Meadow in Lordship Marsh -	7	2	26									
156	In Coal Meadow - - - -	3	0	11									
					20	2	16	-	-	-	36	11	4
<i>Late Part of Pickering's Tenement.</i>													
35	New Inclosure in Marsh - - - -	6	1	16									
11	Near and Further Holepoles - - - -	8	2	13									
21	Acre and Half in Mickle Meadow - -	3	1	0									
					18	0	29	-	-	-	32	10	0
<i>Pimhill Brow.</i>													
195	Four Dwelling Houses and Gardens -	0	1	20									
196	{ Garden and Lane over the Way, lead- ing to Synagogue Well - - - }	0	1	17									
					0	2	37	10	10	0	10	10	0
<i>Late Harrison's.</i>													
149	Sinnipool - - - - -	2	3	31									
41	Meadow in Lordship Marsh - - - -	3	0	2									
					5	3	33	13	0	0	12	0	0
					45	1	35	-	-	-	91	11	4

The Value of the Fee Simple of the above Estate is - - - £2,576.

No Timber on the above Estates.

*H. C. Wright, Surveyor.*

LONDON: Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,  
Printers to the King's most Excellent Majesty. 1835.